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
September 6, 2022
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. 08/15/2022 Village Board

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 8/30/2022

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. OLD BUSINESS

A. Report of the Committee of the Whole Meeting of September 6, 2022

Interview of Owen Smith for Appointment to the Youth Commission - term ending April 30, 2023.

B. Report of the Committee of the Whole Meeting of September 6, 2022

Consideration of recommending to the liquor commissioner the issuance of a Class B and Class T liquor license to Vijyu, Inc. dba Elm Liquor located at 906 W. Northwest Highway

C. Report of the Committee of the Whole Meeting of September 6, 2022

Consideration of recommending to the liquor commissioner the issuance of a Class A liquor license to SM AH Investments, Inc. dba Javier's Sabor Mexicano & Agave Bar

X. CONSENT AGENDA

This Agenda consists of proposals and recommendations that, in the opinion of the Village Manager, will be acceptable to all members of the Board of Trustees. The purpose of this Agenda is to save time by taking only one roll call vote instead of separate votes on each item. Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

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

CONSENT LEGAL

A. An Ordinance Granting an Amendment to a Special Use Permit and Variations
(La Zingara, 2300 E Rand Rd)

B. An Ordinance Approving a Tax Increment Financing Redevelopment Agreement by and between the Village of Arlington Heights and MJR/Southpoint Real Estate Holding Company, LLC
(Southpoint Shopping Center, 600 E Rand Rd)

C. 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, 2022 and Ending December 31, 2022
(IL Criminal Justice Information Authority Grant)

D. A Resolution Accepting a Illinois Criminal Justice Information Authority Community-Law Enforcement Partnership Deflection Program Grant (CARE Grant)

CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - Patton Elementary School PTA

B. Arlington Heights Park Foundation - Golf Outing

C. Permit fee waiver for Special Event Liquor License- Arlington Heights Park District

XI. APPROVAL OF BIDS

A. A Resolution Approving An Agreement with Hunden Strategic Partners, Inc. of Chicago, Illinois, for Economic and Market Analytical Services for the Redevelopment of the Arlington International Racecourse Property. (Financial/Economic Impact/Market Analysis Request for Proposals Award of Consultant)

B. A Resolution Approving an Agreement with Sam Schwartz Consulting, LLC, of Chicago, Illinois, for other Vehicular Traffic and Parking Analytical Services for the Redevelopment of the Arlington International Racecourse Property. (Traffic and Parking Analysis Request for Proposals Award of Consultant)

XII. NEW BUSINESS

A. Raising Cane's - 225 E. Palatine Rd. / Sign Variation - DC#22-027

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

A. Closed Session

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

-and-

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

XVII. ADJOURNMENT

Persons with disabilities requiring auxiliary aids or services, such as an American Sign Language interpreter or written materials in accessible formats, should contact Rosangela Maldonado, at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005, rmaldonado@vah.com or (847)368-5791.

Village Board
9/6/2022

Item: 08/15/2022 Village Board

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
08/15/2022 Village Board	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
August 15, 2022
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

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

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

IV. APPROVAL OF MINUTES

A. Committee of the Whole 08/01/2022 Approved

Trustee Nicolle Grasse moved to approve. Trustee James Bertucci Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, Schwingbeck

Abstain: LaBedz
Absent: Scaletta, Tinaglia

B. Village Board 08/01/2022 Approved

Trustee Richard Baldino moved to approve. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, Schwingbeck

Abstain: LaBedz
Absent: Scaletta, Tinaglia

C. Committee of the Whole 08/08/2022 Approved

Trustee Nicolle Grasse moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, Schwingbeck

Abstain: LaBedz
Absent: Scaletta, Tinaglia

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 08/15/2022 Approved

Trustee James Bertucci moved to approve in the amount of $2,903,843.83. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

Trustee James Bertucci moved to open the Public Hearing. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

A. Lead Service Line Replacement Loan - Public Hearing Approved

Mr. Papierniak explained the Village is seeking funding from the Public Works Water Supply Loan Program through the IEPA. In order to qualify, public comments are sought regarding the potential environmental impacts of replacing the lead water service lines. If received, this funding would help alleviate the costs the Village will incur in complying with the Public Act which is requiring the replacement of every lead water service line by 2067. The project plan was reviewed by staff and consultants who have concluded that there are no negative environmental impacts.

Trustee Nicolle Grasse moved to close the Public Hearing. Trustee Tom Schwingbeck Seconded the Motion.

The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

VIII. CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT APPROVAL OF BIDS

A. Fire Station #3 Kitchen Remodel — Approved

Trustee Richard Baldino moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

CONSENT LEGAL

A. Resolution - Approving the Release of Certain Written Minutes of Certain Closed Meetings of the Village Board of Trustees — Approved

Trustee Richard Baldino moved to approve R2022-020. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

B. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code (Making available a Class "AA" liquor license) — Approved

Trustee Richard Baldino moved to approve 2022-047. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

C.	A Resolution Approving an Intergovernmental Agreement with the Illinois State Toll Highway Authority (Funding for Fire and Emergency Medical Services)	Approved

Trustee Richard Baldino moved to approve R2022-021. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

CONSENT REPORT OF THE VILLAGE MANAGER

A.	Ordinance Amending the Annual Budget of the Village of Arlington Heights, County of Cook, State of Illinoi, for the Fiscal Year Beginning January 1, 2002 and Ending December 31, 2022 (Metropolis Air Conditioning Unit)	Approved

Trustee Richard Baldino moved to approve 2022-048. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

CONSENT APPOINTMENTS

A.	Appointment of Lance Harris, Fire Chief, to the Fire Pension Board	Approved

Trustee Richard Baldino moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A.	La Zingara - 2300 E. Rand Rd. - PC#22-006	Approved

SUP Amendment for expanded restaurant,
Variations

Sam Mokhtarian of SD&S Properties said the restaurant asked if they could make a party room in the space next to the restaurant. The Big and Tall shop was happy to reduce their rent and give up 850 square feet of their space. They subsequently drafted drawings, applied for the permit, were granted a permit, and did the build out. Afterwards, they were told they needed to apply for a Special Use. Parking is not a problem; they can accommodate 116 cars. They have met the Village requirements and are asking permission for occupancy.

Mr. Perkins explained the request was not forwarded for review to the Planning Department when the permit was applied for. When the liquor license review came through, it was caught and we asked them to go through the process. The request requires a 54-space parking variation. Staff observed the situation and is comfortable with the historic information the petitioner provided. There is a vacancy in the shopping center and the peak hours of the restaurant are different from the other businesses in the center. They also need a variation for their fence. They have an 8-foot fence, but only a 6-foot fence is allowed. Staff and the Plan Commission recommend approval. There are some landscaping issues to be resolved by September 30, 2023.

Trustee Canty asked if the new ERP system will help with the routing issue. Mr. Recklaus said yes, and staff has been informed that this kind of follow up should be optimized.

Trustee Schwingbeck asked how will staff go back to resolve the landscaping issue. Mr. Recklaus said staff will add a calendar tickler. Mr. Perkins said without an ERP system it is incumbent on staff to remember. Trustee Schwingbeck said he wants to make sure we have a way to make sure it happens.

Trustee Richard Baldino moved to approve. Trustee Mary Beth Canty Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

XIII. LEGAL

XIV. REPORT OF THE VILLAGE MANAGER

A. Urban Street International Plaza Redevelopment
- 4-214 E. Golf Rd, 15 and 139 E. Golf Ter,
1665 S. Arlington Heights Rd.

President Hayes explained Early Review provides preliminary feed back to a

proposed development or request. It does not obligate the Board to vote yay or nay on a proposal and is intended for feedback, no vote will be taken tonight.

Mr. Perkins explained the long history of the property on the northeast corner of Golf and Arlington Heights Road. The petitioner has the property under contract. A TIF was established in July 2002. Other agreements for this property have gone by the wayside for various reasons. Since 2007 the Village has acquired 5 parcels to assemble the properties. In 2014 the taxing districts supported 12-year TIF extension which expires in 2037. There were multiple lawsuits over the years, further delaying redevelopment. Then, the recession affected the market. Since the property has multiple owners, negotiations have been challenging. Photos of the shopping center's current condition were shared highlighting the disrepair of the property.

The petitioner proposes a mix of commercial and residential development with 7 buildings. Based on the Village's Affordable Housing Ordinance, 27 affordable units are required to be dispersed among the market rate units.

John Dennis, Sr. Vice President of the Urban Street Group, explained they have a plan that would bring 37 affordable units to the site. Their proposal creates a separate low-income building using tax credits. Architecturally, it would be the same. Northpointe Development is their partner for this building which would be dedicated to seniors (building 7). There would be separate ownership of the land and Urban Street would serve as the master developer. They need to bring in resources to assist with the affordable housing units, it's not their expertise.

Mr. Perkins said the Staff Development Committee is supportive of the concept and supports the developer's plan to include affordable housing in partnership with an affordable housing developer. The development would increase the number of needed affordable housing units within the Village and it addresses a major stumbling block for affordable housing developers by providing: zoning entitlement, utility/infrastructure improvements, and site/property ownership control. The plan also facilitates the redevelopment of a blighted shopping center.

President Hayes was very excited to see the parcel developed and this proposal. He liked the mixed-use concept.

Trustee Canty expressed concern that the affordable units would be built separately. She also worried about segregating the community, to her it seemed this building is in a lesser location on the parcel. She asked what access the residents will have to the rest of the property. Mr. Dennis said the siting of the building was decided in part by the Northpointe which liked the idea of the visibility and access on Arlington Heights Road. They see it as independent rather than segregated. Being closer to the street was a positive. The Senior building would have their own amenities. The green space in the center would be shared. Every building will feel and look

cohesive. They are discussing if the residents of building 7 would have access to the pool. Trustee Canty asked what kind of amenities would be in the Senior building. Mr. Dennis replied gathering spaces and different activity rooms. The package and type of spaces will be different than the market rate building because of the age focus. Trustee Canty said that makes her uncomfortable. She asked if building 7 would be built last. Mr. Dennis said no, the prioritization goal is to build the campus simultaneously. Northpointe has to get through the tax credit process and it will take 2 years to build Urban Street's buildings. By the time we're done, they will be done and open while our buildings are still being built. There will be phased occupancy. Northpointe is working with them now, there is not a great risk of a lag. Mr. Dennis has great confidence in them. They have pre-scored the project and have a high confidence level the funding will occur. They may not get it the first round, but it may happen the 2nd or 3rd time. If they are not doing the job, Urban Street will find another partner. If Northpointe fails after all of these options, Urban Street will build it. They are committed to making sure the affordable units are part of the project.

Trustee Grasse said the cohesiveness of the plan is important and the Ordinance is "inclusionary" not "affordable". To her, it is not cohesive if the seniors are not part of the amenities. Mr. Dennis said the interspersing of affordable units with the market rate units at a 10% level is difficult to meet. Trustee Grasse asked what percentage would be possible? She asked how many projects have been built with affordable units since the Board adopted the Ordinance. Mr. Perkins said none. The only market rate project with affordable units is Arlington Downs, which predates the Inclusionary Ordinance. Arlington Downs has 9 units which are affordable. The Board approved Block 425, but it is not under construction. Crescent Place was a tax credit development. In 2004, Timber Court was developed as affordable and was deed restricted, which did not work. Trustee Grasse said she appreciated that they are working with an expert and senior housing is a great idea, but separate and apart from the community is a concern. She asked what if it doesn't get built? What can we put in place so the criteria are met?

Mr. Recklaus said because it is a public/private partnership, the Village has the ability to use those things as leverage to ensure it occurs in the way we want it to occur. Details would have to be worked out over time.

Trustee Bertucci said he was not concerned about the location of the building 7. He asked if the units will have bars in the showers or wider doors. Mr. Dennis said yes, it would be senior focused, if there is need for ADA units or bars, that's what they would be looking at. The units would be different inside than the market rate units, but from the outside, it would be cohesive. Trustee Bertucci said it would be easier to support a separate building if it was truly being tailored to seniors. There are other segregated low-income buildings in the Village, so that does not worry him. If you are going to say it is a cohesive community, but the seniors can't use the pool,

that doesn't fit and he is not comfortable with that. Mr. Dennis said there was a desire on Northpointe's part to keep amenities in the building for the seniors and not allow the other residents access. He said the focus shouldn't be on the pool access. There will be opportunities to discuss that concern. Trustee Bertucci said it's been 20 years dealing with this property. It is very blighted. The police patrols have to go in regularly. Mr. Perkins said there have been a lot of stop and starts, he listed the many projects over the years that never happened.

Trustee Schwingbeck asked about the overall site development. Mr. Dennis said they would create the roads, add utilities, grade the site, and create water detention. It's too big and complex to take on piece by piece and needs a master approach. A medical group wants to buy one site, a retailer wants to buy another. Each owner builds their building. Urban Street pulls in the groups to overcome the challenges. Trustee Schwingbeck asked how the Village sells its property in this process. Mr. Recklaus said the Village would negotiate a complex redevelopment agreement which would include a land transfer and TIF financing among other things. Mr. Dennis said there will be different owners of the site and that's by design. They have built a good relationship with the owners of International Plaza. Trustee Schwingbeck asked if there was a concern that owners would have different maintenance standards. Mr. Dennis said he would worry if the owner was in the middle. The retail and commercial frontage have their own incentive to maintain their properties. The Village will still have all the same mechanisms to enforce good management. The age restriction is 55 and over by statute, in practice, residents are typically older.

Trustee LaBedz liked the master development approach rather than bit by bit, and was glad to hear there is a good relationship with the property owner. She recalled in the inclusionary zoning discussions, the Board didn't want to allow a developer to put affordable housing somewhere else in the Village, we were talking about real distance, not something where it was still on the same site. She understood the concerns in wanting to be sure that residents felt a part of everything, but not like it's going to be three miles away. She is less concerned that it is its own building. She said she was surprised that we are talking about a senior building. A project could be senior housing with no affordable housing. The Ryan project was senior housing only, but not at a reduced rate. Mr. Dennis said Northpointe thinks the State is more likely to support it because it's a senior project. He is negotiating contracts with developers, to the point that they are ready to sign contracts. Trustee LaBedz asked if Northpointe had built in Illinois before. Mr. Dennis said they have been pursing projects in Illinois, but have not gotten approval yet. Trustee LaBedz added a lot of seniors like to swim, and told Mr. Dennis to keep working on making sure, that there would be the use of the pool.

Mr. Dennis said the affordable developer was concerned about security and access for their building as a reason to keep it separate. These questions can be resolved. Trustee LaBedz said we need the affordable senior housing, and asked for the plan to ensure it. Mr. Perkins agreed.

Trustee Baldino clarified that this is a concept, not a plan yet. The plan will be submitted and reviewed by the Board. Regarding inclusionary housing, we don't want it to happen 3 miles down the road. His biggest concern is if we force affordable units mixed in, we will get payment in lieu and lose the units. If the developer of the building is requesting it, they can do what they do best. He is excited about the opportunity to redevelop a property that has been blighted for 20 years with affordable units above and beyond what we have asked for. It's not just an eyesore, it is dangerous. He would like to move the process forward and tick the boxes even though we may have to be creative in how all the issues are resolved.

President Hayes said he understood the integration preference of units into market rate buildings, but if you do that, we'd only get 30 units or less, or fees. This concept brings more affordable units, 37 which is way over what is required and addresses a dire need. You can overcome any problems by sharing more amenities.

Resident Keith Moens asked the Board to make it clear that the proposal comply with the Inclusionary Housing Ordinance. Building a unit separately in no way assures the 7th building will ever get built. Who would you go after? It's in a TIF district so there can be no fee in lieu. It is stigmatizing to separate the senior units. He questioned the calculations and said it may decrease again. In the packet tonight the claim that the project will provide 14% but that would be 43 units not 37. If there were 27 units integrated, that's better than a phantom developer building a separate building years from now. Throwing inclusionary housing principles under the bus is unacceptable.

Resident Linda Waycie said the Inclusionary Ordinance requires the units have the same amenities and be integrated. She was surprised the residents of the affordable units would not have the same amenities. It sounds like segregation. She said it should be affordable for everyone including seniors, not limited to seniors. Integrating housing throughout the project is key. they say they can't do it. If this is true, why is it not a problem in Evanston? The Vogue, has 12 units, 1021 Chicago Ave. has 10 units. There are many buildings in Evanston where developers have met their quota and the units are integrated and those developers have managed the financing. Look into the developers who build in Evanston and how they are able to work within the inclusionary ordinance.

Resident Christina Crusius said affordable housing is needed more than ever. If the developer segregates units into an affordable building, that is not inclusion, separate is not equal. This idea goes against the letter and the spirit of the Ordinance. We should have comparable units at affordable rates in all the units. If they are outsourcing affordable units to an outside nonprofit, can we guarantee they will be built? Justice delayed is justice denied. Is there evidence of hardship? Let's make sure we do it right. Remember the values that drove it and put the principles into action by

enforcing the Ordinance.

Mr. Passman said no approvals are being sought tonight. This is at the very beginning stage in what will be a very complicated process. One of the first major documents, will be a purchase/sale agreement. There are all sorts of things that can be worked into that agreement which could provide many of the protections the Board is seeking. As staff begins to work with the application, we make certain requests. If we don't like what we are getting, we can refuse to sell the property. This is a tool that doesn't exist in most other proposals.

President Hayes said he is looking forward to working with Urban Street as it goes through the process. No one on the Board said not to proceed. Feedback was given which will hopefully lead to a very high-class development.

XV. APPOINTMENTS

XVI. PETITIONS AND COMMUNICATIONS

XVII. ADJOURNMENT

Trustee Richard Baldino moved to adjourn at 9:08. Trustee Tom Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Baldino, Bertucci, Canty, Grasse, Hayes, LaBedz, Schwingbeck

Absent: Scaletta, Tinaglia

Village Board
9/6/2022

Item: Warrant Register 8/30/2022

Department: Village Clerk

ATTACHMENTS:

Description	**Type**
Warrant Register 08/30/2022	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 8-30-2022

Fund	Fund Description	Total Transaction Amount
101	General Fund	$652,691.39
211	Motor Fuel Tax Fund	$282,438.61
215	CDBG Fund	$2,175.00
227	Foreign Fire Ins Tax Fund	$17,167.33
231	Criminal Investigation Fd	$2,059.97
235	Municipal Parkg Opr Fund	$20,059.45
263	TIF IV	$1,618.75
267	South Arl Hts Rd TIF	$3,056.25
401	Capital Projects Fund	$100,015.28
505	Water and Sewer Fund	$926,532.64
515	Arts,Entert & Events Fund	$29,056.41
605	Health Insurance Fund	$39,942.61
615	Workers Compensation Ins	$1,749.30
621	Fleet Operations Fund	$32,760.53
625	Technology Fund	$190,654.95
715	Guaranty Deposits Fund	$1,200.00
TOTAL ALL FUNDS		**$2,303,178.47**

WARRANT REGISTER - GM0002

Department: 0

Division: 0

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235782	505-0000-452.42-00	RENEE BENNETT-SMITH	WATER BILL REFUND	$839.43	$839.43
235817	101-0000-433.14-00	HOLLY CONNORS	AMBULANCE CLAIM REFUND	$1,554.00	$1,554.00
235819	101-0000-433.14-00	COVID 19 HRSA UNINSURED TESTING &	AMBULANCE CLAIM REFUND	$524.91	$1,940.36
			AMBULANCE CLAIM REFUND	$510.48	
			AMBULANCE CLAIM REFUND	$400.95	
			AMBULANCE CLAIM REFUND	$504.02	
235830	715-0000-220.93-00	EVAN SHOR	BOND REFUND	$200.00	$200.00
235871	715-0000-220.93-00	KAMIL KUDLA	BOND REFUND	$200.00	$200.00
235873	505-0000-120.80-00	KELLOGG, ANTHONY	WATER BILL REFUND	$221.58	$221.58
235875	715-0000-220.93-00	KENNETH KROFEL	BOND REFUND	$200.00	$200.00
235887	715-0000-220.93-00	MATTHEW WENDELL 22 1906	BOND REFUND	$200.00	$200.00
235891	101-0000-433.14-00	MEDICAID-IL	AMBULANCE CLAIM REFUND	$63.82	$63.82
235904	715-0000-220.93-00	NATALIE BANFIELD	BOND REFUND	$200.00	$200.00
235939	715-0000-220.93-00	S & H PAVING INC	BOND REFUND	$200.00	$200.00
235946	505-0000-120.80-00	SETPOINT PROPERTIES LLC	WATER BILL REFUND	$619.59	$619.59
235951	101-0000-210.82-00	SONTIQ	EMP ID PROTECTION	$294.06	$294.06
235986	101-0000-211.06-00	VISION SERVICE PLAN	PREMIER VISION	$3,846.78	$4,997.82
			BASE VISION	$1,151.04	
802226	101-0000-210.95-00	RTA/CTA BENEFIT PROGRAM	RTA/CTA EMPLOYEE BENEFIT	$253.25	$253.25
901903	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE	$409.00	$1,959.25
			FSA MEDICAL 2022	$1,550.25	
901904	101-0000-210.81-00	DEARBORN LIFE INS CO	LIBRARY STD	$192.93	$8,171.29
			VILLAGE STD	$7,978.36	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
901906	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA DEPENDENT CARE 2022	$1,199.07	$5,801.91
			FSA MEDICAL 2022	$4,602.84	
901908	101-0000-210.94-00	EMPLOYEE BENEFITS CORP	FSA MEDICAL 2022	$3,162.91	$3,162.91
				Division 0 Total	$31,079.27
				Department 0 Total	$31,079.27

WARRANT REGISTER - GM0002

Department: 1 Board of Trustees

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235881	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	SERVICE MISCELLANEOUS	$4,500.00	$4,500.00
				Division 1 Total	$4,500.00
				Department 1 Total	$4,500.00

WARRANT REGISTER - GM0002

Department: 2 Integrated Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235794	101-0201-502.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$16.79	$16.79
235915	101-0201-502.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	$24.33	$24.33
235935	101-0201-502.22-02	ROTARY CLUB OF ARLINGTON HTS	QUARTERLY DUES	$122.00	$122.00
				Division 1 Total	$163.12
				Department 2 Total	$163.12

WARRANT REGISTER - GM0002

Department: 3 Human Resources

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235780	605-0301-552.20-45	BESTCO UA	RETIREE CARVE OUT ADMIN	$258.40	$258.40
	605-0301-552.42-75	BESTCO UA	RETIREE CARVE OUT	$8,024.00	$8,024.00
235794	101-0301-503.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$33.91	$33.91
235845	101-0301-503.40-70	GOLDEN BRUNCH	EMP RECOGNITION PROGRAM	$950.00	$950.00
235848	605-0301-552.20-05	GOVHR USA LLC	PROFESSIONAL SERVICES	$3,319.15	$13,347.15
			PROFESSIONAL SERVICES	$4,000.00	
			PROFESSIONAL SERVICES	$2,028.00	
			PROFESSIONAL SERVICES	$4,000.00	
235855	101-0301-503.22-01	HARRIS TRUST & SAVINGS BANK	WORKPLACE DIVERSITY LL	$200.00	$800.00
			WORKPLACE DIVERSITY LL	$200.00	
			NASW-ILLINOIS CHAPTER	$200.00	
			WORKPLACE DIVERSITY LL	$200.00	
	101-0301-503.22-03	HARRIS TRUST & SAVINGS BANK	WPY ILLINOIS PUBLIC EM	$199.00	$597.00
			WPY ILLINOIS PUBLIC EM	$199.00	
			WPY ILLINOIS PUBLIC EM	$199.00	
	615-0301-552.20-50	HARRIS TRUST & SAVINGS BANK	JIMMY JOHNS - 748 - MO	$98.27	$189.75
			JIMMY JOHNS - 748 - MO	$91.48	
235861	615-0301-552.30-01	HR DIRECT	PUBLICATIONS	$90.30	$180.60
			PUBLICATIONS	$90.30	
235863	615-0301-552.20-70	IL WORKERS COMPENSATION COMMISSION	INSURANCE PREMIUM	$903.95	$903.95
235911	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$2,961.00	$9,332.00
			SERVICE HEALTH TESTING	$1,540.00	
			SERVICE HEALTH TESTING	$4,512.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235911	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$319.00	$9,332.00
235915	101-0301-503.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$180.87	$180.87
235921	615-0301-552.20-50	PHOTOFAX INC.	LOSS PREVENTION	$475.00	$475.00
901904	605-0301-552.20-65	DEARBORN LIFE INS CO	DIRECTOR'S BASIC LIFE	$359.41	$4,386.46
			LIBRARY BASIC LIFE	$667.25	
			VILLAGE BASIC LIFE	$3,359.80	
	605-0301-552.20-66	DEARBORN LIFE INS CO	LIBRARY SUPPLEMENTAL LIFE	$198.60	$3,981.60
			VILLAGE SUPPLEMENTAL LIFE	$3,783.00	
901905	605-0301-552.20-44	EMPLOYEE BENEFITS CORP	COBRA SECURE	$60.00	$613.00
			EBC FLEX FEES	$553.00	
				Division 1 Total	$44,253.69
				Department 3 Total	$44,253.69

WARRANT REGISTER - GM0002

Department: 4 Legal Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235784	101-0401-503.22-15	BHFX LLC	PHOTOCOPYING	$27.67	$27.67
235794	101-0401-503.30-05	CANON SOLUTIONS AMERICA	OFFICE SUPPLIES	$101.49	$101.49
235805	101-0401-503.20-20	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	$2,721.18	$2,721.18
235818	101-0401-503.21-65	COOK COUNTY CLERK	MISCELLANEOUS SERVICES	$894.00	$894.00
235828	101-0401-503.20-15	ERNEST R BLOMQUIST PC	PROFESSIONAL SERVICES	$4,170.00	$4,170.00
235973	101-0401-503.33-05	THOMSON REUTERS-WEST	INFORMATION CHARGES	$338.45	$676.90
			INFORMATION CHARGES	$338.45	
235993	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$140.90	$140.90
802224	101-0401-503.21-65	E RECORDING PARTNERS	JULY SUBMISSION FEES	$4.00	$4.00
901907	101-0401-503.20-10	ELROD FRIEDMAN LLP	PROFESIONAL SERVICES	$20,339.53	$20,339.53
				Division 1 Total	$29,075.67
				Department 4 Total	$29,075.67

WARRANT REGISTER - GM0002

Department: 5 Finance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235762	101-0501-503.30-05	AMAZON COM CAPITAL SERVICES	EQUIPMENT MAINTENANCE	$230.00	$230.00
235794	101-0501-503.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$13.23	$13.23
235799	101-0501-503.30-01	CHICAGO TRIBUNE	PUBLICATIONS	$115.50	$115.50
235841	101-0501-503.22-03	MELISSA GAIGE	TRAVEL & TRAINING	$1,400.45	$1,400.45
235855	101-0501-503.21-65	HARRIS TRUST & SAVINGS BANK	APPLE.COM/BILL	$0.99	$1.98
			APPLE.COM/BILL	$0.99	
	101-0501-503.30-05	HARRIS TRUST & SAVINGS BANK	TRANSACT TECHNOLOGIES	$204.95	$204.95
235874	101-0501-503.20-05	KELLY SERVICES	PROFESSIONAL SERVICES	$1,345.88	$2,691.76
			PROFESSIONAL SERVICES	$1,345.88	
235902	101-0501-503.22-02	MUNICIPAL CLERKS ASSOCIATION	MEMBERSHIP DUES	$20.00	$20.00
235915	101-0501-503.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	$85.57	$85.57
235925	101-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	POSTAGE	$10.00	$10.00
235938	101-0501-503.30-25	RYDIN SIGN & DECAL	LICENSING SUPPLIES	$10,488.00	$10,940.50
			2023 VENDING DECALS	$452.50	
235944	505-0501-503.22-10	SEBIS DIRECT INC	PRINTING SERVICES	$1,092.44	$1,092.44
235993	101-0501-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$37.96	$63.96
			OFFICE MACHINES & ACCESS	$26.00	
901909	505-0501-503.22-05	SEBIS DIRECT INC	POSTAGE	$5,020.00	$5,020.00
				Division 1 Total	$21,890.34
				Department 5 Total	$21,890.34

WARRANT REGISTER - GM0002

Department: 6 Information Technology

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235795	625-0601-553.22-03	CARROLL-KELLER GROUP LTD	TRAVEL & TRAINING	$335.00	$335.00
235812	625-0601-553.21-65	COMCAST PROCESSING CENTER	ACCT 907065060	$4,614.03	$4,614.03
235849	625-0601-553.20-39	GOVOS, INC	COMPUTERS,DP & WORD PROC.	$9,350.00	$9,350.00
235855	625-0601-553.22-02	HARRIS TRUST & SAVINGS BANK	GMIS	$475.00	$5,475.00
			NEARMAP US INC	$5,000.00	
	625-0601-572.50-10	HARRIS TRUST & SAVINGS BANK	CDW GOVT #BQ99129	$252.37	$5,475.42
			CDW GOVT #BR64538	$130.25	
			DMI DELL K-12/GOVT	$1,904.28	
			CDW GOVT #BT53670	$1,349.44	
			CDW GOVT #BT90836	$402.46	
			GOVCONNECTION	$927.18	
			AMAN MKTP US QS1M76MD3	$34.98	
			AMZN MKTP US QW1WO4R33	$212.74	
			DMI DELL K-12/GOVT	$261.72	
235865	625-0601-553.33-05	INSIGHT PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	$14,516.60	$14,516.60
235922	625-0601-572.50-10	PLANTE MORAN LLC	PROFESSIONAL SERVICES	$7,875.00	$7,875.00
235929	625-0601-553.21-65	RCN	ACCT 0201444077001	$115.97	$115.97
235930	625-0601-553.21-65	RCN	ACCT 0201411183401	$115.97	$115.97
235931	625-0601-553.20-39	REVIZE LLC	PROFESSIONAL SERVICES	$40,425.00	$40,425.00
235966	625-0601-553.20-39	SUPERION LLC	COMPUTERS,DP & WORD PROC.	$18,590.13	$18,590.13
235981	625-0601-572.50-10	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	$12,000.00	$65,913.00
			COMPUTERS,DP & WORD PROC.	$5,661.00	
			COMPUTERS,DP & WORD PROC.	$44,478.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235981	625-0601-572.50-10	TYLER TECHNOLOGIES INC	COMPUTERS,DP & WORD PROC.	$3,774.00	$65,913.00
901902	625-0601-553.20-05	MUNICIPAL GIS PARTNERS INC	PROFESSIONAL SERVICES	$17,853.83	$17,853.83
				Division 1 Total	$190,654.95
				Department 6 Total	$190,654.95

WARRANT REGISTER - GM0002

Department: 10 Boards & Commissions

Division: 21

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235881	101-1021-502.40-40	LORELLE COMMUNICATIONS INC	PROFESSIONAL SERVICES	$650.00	$650.00
				Division 21 Total	$650.00

Division: 22

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235834	515-1022-525.40-55	FASTSIGNS	PRINTING SERVICES	$39.56	$39.56
				Division 22 Total	$39.56
				Department 10 Total	$689.56

WARRANT REGISTER - GM0002

Department: 20 Special Events

Division: 5

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235762	515-2005-525.50-55	AMAZON COM CAPITAL SERVICES	EQUIPMENT	$267.73	$852.09
			EQUIPMENT	$384.72	
			EQUIPMENT	$199.64	
235855	515-2005-525.50-55	HARRIS TRUST & SAVINGS BANK	B&H PHOTO 800-606-6969	$958.50	$958.50
235953	515-2005-525.50-55	SOUTHERN COMPUTER WAREHOUSE	EQUIPMENT	$1,894.84	$1,894.84
				Division 5 Total	$3,705.43
				Department 20 Total	$3,705.43

WARRANT REGISTER - GM0002

Department: 30 Police Department

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2287	101-3001-511.30-05	SAMS CLUB/SYNCHRONY BANK	OFFICE SUPPLIES	$177.87	$177.87
235759	101-3001-511.21-65	ALEXIAN BROS CENTER MENTAL HEALTH	POLICE EQUIPMENT & SUPPLY	$20,078.77	$20,078.77
235786	101-3001-511.33-25	BOB BARKER COMPANY INC	POLICE EQUIPMENT & SUPPLY	$377.96	$377.96
235787	101-3001-511.21-65	BRIGHTSIDE CLINIC	PROFESSIONAL SERVICES	$5,500.00	$5,500.00
235797	101-3001-511.21-02	CHICAGO COMMUNICATIONS LLC	EQUIPMENT MAINTENANCE	$1,218.00	$1,218.00
235808	101-3001-511.22-03	COLLEGE OF DUPAGE	TRAVEL & TRAINING	$7,471.20	$7,696.20
			TRAVEL & TRAINING	$225.00	
235815	101-3001-511.21-65	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$351.50	$2,215.75
			PROFESSIONAL SERVICES	$208.00	
			PROFESSIONAL SERVICES	$428.75	
			PROFESSIONAL SERVICES	$258.00	
			PROFESSIONAL SERVICES	$353.00	
			PROFESSIONAL SERVICES	$307.50	
			PROFESSIONAL SERVICES	$309.00	
235821	101-3001-511.33-05	CROWN TROPHY	EMPLOYEE RECOGNITION	$24.00	$24.00
235823	101-3001-511.21-65	DACRA TECH LLC	POLICE EQUIPMENT & SUPPLY	$5,991.00	$5,991.00
235831	101-3001-511.21-65	EXPERIAN	PROFESSIONAL SERVICES	$50.24	$50.24
235846	101-3001-511.21-65	GOLF ROSE PET LODGE	SERVICE MISCELLANEOUS	$182.00	$411.00
			SERVICE MISCELLANEOUS	$182.00	
			SERVICE MISCELLANEOUS	$22.00	
			SERVICE MISCELLANEOUS	$25.00	
235855	101-3001-511.21-02	HARRIS TRUST & SAVINGS BANK	AMAZON.COM LE7TU39Z3	$10.05	$308.88
			LDV, INC.	$298.83	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235855	101-3001-511.22-02	HARRIS TRUST & SAVINGS BANK	PAYPAL ILLINOISLAW	$360.00	$360.00
	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US DS4920WO3	$18.97	$1,866.49
			IL TACTICAL OFFICERS A	$190.00	
			IL TACTICAL OFFICERS A	$190.00	
			OMNI HOTELS	$614.88	
			OMNI HOTELS	$614.88	
			SQ DIANA MERICE	$101.76	
			SQ MARINA SATURNI	$136.00	
	101-3001-511.30-35	HARRIS TRUST & SAVINGS BANK	TACTICALGEAR.COM	$725.00	$725.00
	101-3001-511.33-05	HARRIS TRUST & SAVINGS BANK	GRAND FRAME INC	$300.00	$300.00
	101-3001-511.33-25	HARRIS TRUST & SAVINGS BANK	AMAZON.COM LT19D36D3	$45.48	$68.47
			AMZN MKTP US 9A4AA3QW3	$22.99	
	101-3001-511.33-30	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US	($39.73)	($39.73)
235868	101-3001-511.30-35	JAMES JENNINGS	CLOTHING & APPAREL	$195.67	$195.67
235869	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	$110.00	$2,665.15
			CLOTHING & APPAREL	$76.00	
			CLOTHING & APPAREL	$913.65	
			CLOTHING & APPAREL	$134.00	
			CLOTHING & APPAREL	$178.00	
			CLOTHING & APPAREL	$178.00	
			CLOTHING & APPAREL	$178.00	
			CLOTHING & APPAREL	$153.00	
			CLOTHING & APPAREL	$83.50	
			CLOTHING & APPAREL	$339.00	
			CLOTHING & APPAREL	$144.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235869	101-3001-511.30-35	JG UNIFORMS	CLOTHING & APPAREL	$178.00	$2,665.15
235880	101-3001-511.21-65	LIVE VIEW GPS INC	PROFESSIONAL SERVICES	$502.80	$502.80
235886	101-3001-511.21-65	MARQUARDT & BELMONTE, P.C.	PROFESSIONAL SERVICES	$1,672.50	$1,672.50
235905	101-3001-511.22-03	NATL ASSOC OF SCHOOL RESOURCE	TRAVEL & TRAINING	$345.00	$690.00
			TRAVEL & TRAINING	$345.00	
235907	101-3001-511.30-35	NELSON ALEXANDRA	CLOTHING REIMBURSEMENT	$201.00	$201.00
235908	101-3001-511.22-03	NORTH EAST MULTI REGIONAL TRAINING	TRAVEL & TRAINING	$125.00	$1,525.00
			TRAVEL & TRAINING	$400.00	
			TRAVEL & TRAINING	$400.00	
			TRAVEL & TRAINING	$600.00	
235915	101-3001-511.22-15	ODP BUSINESS SOLUTIONS	POLICE EQUIPMENT & SUPPLY	$1,622.66	$2,133.58
			POLICE EQUIPMENT & SUPPLY	$216.89	
			POLICE EQUIPMENT & SUPPLY	$118.51	
			POLICE EQUIPMENT & SUPPLY	$175.52	
	101-3001-511.30-05	ODP BUSINESS SOLUTIONS	POLICE EQUIPMENT & SUPPLY	$5.52	$597.21
			POLICE EQUIPMENT & SUPPLY	$3.56	
			POLICE EQUIPMENT & SUPPLY	$401.10	
			POLICE EQUIPMENT & SUPPLY	$187.03	
235920	101-3001-511.21-65	PETTY CASH/POLICE	MISCELLANEOUS SERVICES	$8.09	
			MISCELLANEOUS SERVICES	$12.14	$40.19
			MISCELLANEOUS SERVICES	$19.96	
	101-3001-511.33-25	PETTY CASH/POLICE	MISCELLANEOUS SUPPLIES	$8.00	
			MISCELLANEOUS SUPPLIES	$17.79	$78.78
			MISCELLANEOUS SUPPLIES	$52.99	
235940	101-3001-511.30-35	TIMOTHY SCANLAN	CLOTHING & APPAREL	$105.00	$105.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235947	101-3001-511.22-03	SHERWIN ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	$32.95	$32.95
	101-3001-511.33-25	SHERWIN ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	$21.99	$30.96
			POLICE EQUIPMENT & SUPPLY	$8.97	
235948	101-3001-511.22-10	SIGNS BY TOMORROW	PRINTING	$148.96	$148.96
235950	101-3001-511.22-03	SIRCHIE ACQUISITION COMPANY LLC	TRAVEL & TRAINING	$595.00	$1,190.00
			TRAVEL & TRAINING	$595.00	
235974	101-3001-511.21-65	THOMSON REUTERS-WEST	SERVICE MISCELLANEOUS	$576.95	$576.95
235978	101-3001-511.22-10	TOTAL PRINT SOLUTIONS	PRINTING	$469.40	$635.40
			PRINTING	$166.00	
235987	101-3001-511.21-65	WALGREEN COMPANY	MISCELLANEOUS SERVICES	$110.63	$110.63
235990	101-3001-511.22-03	WICKLANDER-ZULAWSKI	TRAVEL & TRAINING	$495.00	$990.00
			TRAVEL & TRAINING	$495.00	
				Division 1 Total	$61,452.63

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235783	231-3003-511.40-01	BENTLEY'S PETSTUFF	CANINE UNIT PROGRAM	$93.59	$93.59
235820	231-3003-511.40-01	CRIMINAL INVESTIGATION CONTROL FUND	MISCELLANEOUS SUPPLIES	$156.09	$156.09
	231-3003-511.40-02	CRIMINAL INVESTIGATION CONTROL FUND	MISCELLANEOUS SUPPLIES	$200.00	$200.00
	231-3003-511.40-03	CRIMINAL INVESTIGATION CONTROL FUND	MISCELLANEOUS SUPPLIES	$724.24	$724.24
	231-3003-511.40-11	CRIMINAL INVESTIGATION CONTROL FUND	MISCELLANEOUS SUPPLIES	$350.05	$350.05
235855	231-3003-511.40-11	HARRIS TRUST & SAVINGS BANK	PARTY CITY 196	$356.00	$356.00
235976	231-3003-511.40-01	TOPS IN DOG TRAINING CORP	CANINE UNIT PROGRAM	$180.00	$180.00
				Division 3 Total	$2,059.97
				Department 30 Total	$63,512.60

WARRANT REGISTER - GM0002

Department: 35 Fire

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235758	101-3501-512.21-11	AIR ONE EQUIPMENT	JANITORIAL SUPPLIES	$86.85	$86.85
	101-3501-512.30-35	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$1,081.00	$1,081.00
235770	101-3501-512.31-85	ARLINGTON POWER EQUIPMENT	EQUIPMENT MAINTENANCE	$152.56	$152.56
235807	101-3501-512.22-02	CLIA LABORATORY PROGRAM	DUES	$180.00	$180.00
235835	101-3501-512.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$15.59	$15.59
235842	101-3501-512.30-35	GALLS LLC	CLOTHING & APPAREL	$131.56	$230.24
			CLOTHING & APPAREL	$98.68	
235855	101-3501-512.21-02	HARRIS TRUST & SAVINGS BANK	APPLE.COM/US	$484.44	$484.44
	101-3501-512.22-02	HARRIS TRUST & SAVINGS BANK	IL DPT PUB HEALTH EMS	$41.00	$287.00
			IL DPT PUB HEALTH EMS	$41.00	
			IL DPT PUB HEALTH EMS	$41.00	
			IL DPT PUB HEALTH EMS	$41.00	
			IL DPT PUB HEALTH EMS	$41.00	
			IL DPT PUB HEALTH EMS	$41.00	
			IL DPT PUB HEALTH EMS	$41.00	
	101-3501-512.22-03	HARRIS TRUST & SAVINGS BANK	SQ ASSOCIATED FIRE FI	$450.00	$900.00
			SQ ASSOCIATED FIRE FI	$450.00	
	101-3501-512.22-05	HARRIS TRUST & SAVINGS BANK	THE UPS STORE 1051	$15.89	$15.89
	101-3501-512.31-65	HARRIS TRUST & SAVINGS BANK	AMAN MKTP US QY6I39ZY3	$215.12	$284.78
			WAL-MART #1404	$69.66	
	101-3501-512.33-05	HARRIS TRUST & SAVINGS BANK	JOANN STORES #2113	$23.98	$76.38
			MARIANOS #501	$34.99	
			PANERA BREAD #203287 P	$17.41	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235855	101-3501-512.33-45	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US 1T0574IQ3	$15.18	$202.00
			AMZN MKTP US X15M590T3	$7.07	
			AMZN MKTP US XCLXP4QQ3	$179.75	
	401-3501-572.50-15	HARRIS TRUST & SAVINGS BANK	SCOTT COMMUNICATIONS	$5,975.00	$5,975.00
235892	101-3501-512.33-50	MEDLINE INDUSTRIES, LP	FIRE EQUIPMENT & SUPPLY	$2,200.00	$2,200.00
235909	101-3501-512.33-45	NORTHERN TOOL & EQUIPMENT	FIRE EQUIPMENT & SUPPLY	$1,343.99	$1,343.99
235915	101-3501-512.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	$175.30	$295.07
			OFFICE SUPPLIES, GENERAL	$39.41	
			OFFICE SUPPLIES, GENERAL	$80.36	
235919	101-3501-512.33-50	PENNCARE	MEDICAL SUPPLIES	$698.87	$698.87
235927	101-3501-512.21-16	R H MEDICAL	MEDICAL SUPPLIES	$248.50	$562.00
			MEDICAL SUPPLIES	$313.50	
235947	101-3501-512.33-45	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$55.93	$144.88
			HARDWARE SUPPLIES	$88.95	
235961	101-3501-512.33-50	STRYKER SALES CORP	MEDICAL SUPPLIES	$403.80	$671.70
			MEDICAL SUPPLIES	$267.90	
235977	101-3501-512.31-60	TOTAL FIRE & SFETY INC	FIRE EXTINGUISHER SERVICE	$646.55	$646.55
235983	101-3501-512.33-45	ULINE INC	MEDICAL SUPPLIES	$55.35	$55.35
235985	101-3501-512.30-35	VISION MARKETING	CLOTHING & APPAREL	$123.85	$123.85
235988	101-3501-512.22-03	BRIAN WALSH	TRAVEL & TRAINING	$84.00	$84.00
235993	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$26.00	$104.00
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
			OFFICE MACHINES & ACCESS	$26.00	
				Division 1 Total	$16,901.99

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Department 35 Total	**$16,901.99**

WARRANT REGISTER - GM0002

Department: 37 Foreign Fire Insurance

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235762	227-3701-512.50-15	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$549.95	$549.95
235853	227-3701-512.22-03	PETER GRIPPER	TRAVEL & TRAINING	$473.75	$473.75
235855	227-3701-512.22-03	HARRIS TRUST & SAVINGS BANK	IMAGETREND INC	$150.00	$1,239.16
			INTERCONTINENTAL ST PA	$409.08	
			INTERCONTINENTAL ST PA	$680.08	
235885	227-3701-512.22-03	RICK MANTHY	TRAVEL & TRAINING	$684.56	$684.56
235895	227-3701-512.30-35	MICHAEL LENZI	CLOTHING & APPAREL	$13,853.00	$14,091.00
			CLOTHING & APPAREL	$238.00	
235933	227-3701-512.22-03	DAVID ROBERTS	TRAVEL & TRAINING	$128.91	$128.91
				Division 1 Total	$17,167.33
				Department 37 Total	$17,167.33

WARRANT REGISTER - GM0002

Department: 40 Planning

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235792	101-4001-521.40-40	BUSINESS XPANSION JOURNAL	ADVERTISING	$795.00	$795.00
235794	101-4001-521.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$21.65	$21.65
235840	101-4001-521.40-40	FRANCE MEDIA INC	ADVERTISING	$1,700.00	$1,700.00
235872	263-4001-571.20-05	KANE MC KENNA & ASSOCIATES	PROFESSIONAL SERVICES	$600.00	$600.00
235878	101-4001-521.21-65	LEGRAND REPORTING & VIDEO SERVICES	PROFESSIONAL SERVICES	$175.00	$175.00
235915	101-4001-521.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$39.98	$39.98
235932	263-4001-571.20-05	RJN GROUP INC	PROFESSIONAL SERVICES	$1,018.75	$1,018.75
	267-4001-571.50-25	RJN GROUP INC	PROFESSIONAL SERVICES	$3,056.25	$3,056.25
235965	101-4001-521.22-10	SUMMIT PRINT SOLUTIONS	PRINTING	$50.00	$50.00
				Division 1 Total	$7,456.63
				Department 40 Total	$7,456.63

WARRANT REGISTER - GM0002

Department: 41 Community Devl Block Grnt

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235918	215-4101-522.41-01	PEARSON & ASSOCIATES	PROFESSIONAL SERVICES	$400.00	$400.00
				Division 1 Total	$400.00

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235800	215-4102-522.41-17	CHILDREN'S ADVOCACY CENTER	CDBG PROGRAM	$1,775.00	$1,775.00
				Division 2 Total	$1,775.00
				Department 41 Total	$2,175.00

WARRANT REGISTER - GM0002

Department: 45 Building

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235794	101-4501-523.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$25.82	$25.82
235854	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	ENGINEERING REVIEW	$1,080.00	$1,620.00
			ENGINEERING REVIEW	$540.00	
235899	101-4501-523.21-65	MINUTEMEN BOARD UP, LLC.	SERVICE BLDG MAINT	$347.14	$347.14
235915	101-4501-523.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$18.49	$18.49
235972	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	$600.00	$600.00
				Division 1 Total	$2,611.45
				Department 45 Total	$2,611.45

WARRANT REGISTER - GM0002

Department: 70 Health

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235795	101-7001-541.22-03	CARROLL-KELLER GROUP LTD	TRAVEL & TRAINING	$335.00	$335.00
235834	101-7001-541.21-02	FASTSIGNS	PRINTING	$118.75	$118.75
235836	101-7001-541.21-10	FLECKS LANDSCAPING	PROPERTY MAINTENANCE	$610.00	$1,535.00
			PROPERTY MAINTENANCE	$600.00	
			PROPERTY MAINTENANCE	$325.00	
235855	101-7001-541.21-02	HARRIS TRUST & SAVINGS BANK	AMAZON.COM ST1S19A73	$20.54	$88.03
			AMZN MKTP US EG9O08L03	$48.16	
			AMAN MKTP US	($48.16)	
			AMAN MKTP US B166U8ST3	$47.50	
			AMZN MKTP US XK16259D3	$19.99	
	101-7001-541.21-65	HARRIS TRUST & SAVINGS BANK	SFAX	$30.74	$30.74
	101-7001-541.22-02	HARRIS TRUST & SAVINGS BANK	NATIONAL ENVIRONMENTAL	$100.00	$100.00
	101-7001-541.22-03	HARRIS TRUST & SAVINGS BANK	PESI	$199.99	$199.99
	101-7001-541.30-01	HARRIS TRUST & SAVINGS BANK	BPI MIND MOOD & MEMORY	$24.84	$24.84
	101-7001-541.30-05	HARRIS TRUST & SAVINGS BANK	AMAZON.COM QW6KC96T3	$100.51	$18.32
			RECREATION SUPPLY COMP	($62.70)	
			AMZN MKTP US AMZN.COM/	($19.49)	
	101-7001-541.33-05	HARRIS TRUST & SAVINGS BANK	TUNDRA RESTAURANT SUPP	$121.15	$146.43
			WALGREENS #9246	$25.28	
	101-7001-541.33-10	HARRIS TRUST & SAVINGS BANK	AMAZON.COM EP2RW56I3 A	$179.85	$1,242.58
			AMZN MKTP US DK2609KR3	$89.45	
			AMZN MKTP US HM4SI5AR3	$129.10	
			GLAXOSMITHKLINE PHARMA	$844.18	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235855	101-7001-541.40-53	HARRIS TRUST & SAVINGS BANK	AMAZON.COM LU33V2H73 A	$34.99	$1,560.11
			AMZN MKTP US AK2VG5V43	$12.99	
			AMZN MKTP US WC5Z707W3	$6.89	
			EXPEDIA 72344698903497	$79.52	
			EXPEDIA 72344713279422	$75.04	
			EXPEDIA 72344846266433	$67.19	
			EXPEDIA 72349358792637	$130.00	
			EXPEDIA 72350069802891	$67.19	
			COMED PAYMENT	$96.84	
			EXPEDIA 72356982410207	$101.68	
			GREYHOUND LINES CNP	$243.99	
			JEWEL OSCO 3422	$635.70	
			JEWEL OSCO 3422	$8.09	
235957	101-7001-541.21-65	STACY SHEIN STAPLETON	PROFESSIONAL SERVICES	$120.00	
235965	101-7001-541.22-10	SUMMIT PRINT SOLUTIONS	OFFICE SUPPLIES	$67.50	$265.50
			OFFICE SUPPLIES	$198.00	
				Division 1 Total	$5,785.29

Division: 7

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
2288	101-7007-541.31-65	TRI L CO MUSIC	PROGRAM INSTRUCTIONAL FEE	$525.00	$525.00
235785	101-7007-541.31-65	BLUE LOTUS BUDDHIST TEMPLE	PROGRAM INSTRUCTIONAL FEE	$240.00	$240.00
235801	101-7007-541.31-65	CHINESE INTERCULTURAL, LLC	PROGRAM INSTRUCTIONAL FEE	$200.00	$200.00
235824	101-7007-541.31-65	DENISE LAURIN VISUAL ART	PROGRAM INSTRUCTIONAL FEE	$100.00	$100.00
235843	101-7007-541.21-65	GARY E MIDKIFF & COMPANY	PROGRAM INSTRUCTIONAL FEE	$200.00	$200.00
235855	101-7007-541.21-65	HARRIS TRUST & SAVINGS BANK	KILWINS	$425.00	$438.50

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235855	101-7007-541.21-65	HARRIS TRUST & SAVINGS BANK	MACKIE-RS.COM	($47.50)	$438.50
			WWW.VOLGISTICS.COM	$61.00	
	101-7007-541.30-05	HARRIS TRUST & SAVINGS BANK	AMZN MKTP US 447QH0OG3	$163.00	$506.00
			AMZN MKTP US E89FT8PF3	$22.23	
			MICHAELS #9490	$135.94	
			AMZN MKTP US 1G9NG7ND3	$16.83	
			AMZN MKTP US 3Q69T8TP3	$168.00	
	101-7007-541.31-65	HARRIS TRUST & SAVINGS BANK	MICHAELS #9490	$87.98	$2,969.47
			TORTORICES PIZZA	$168.99	
			VISTAPRINT	($15.97)	
			VISTAPRINT	$271.46	
			DOOR COUNTY COFFEE & T	$176.66	
			SAMSCLUB.COM	$66.20	
			SUCCESSORIES	$988.90	
			AMZN MKTP US PE13H5KR3	$5.79	
			AMZN MKTP US TH34L6KV3	$62.93	
			AMZN MKTP US UG01H87I3	$83.92	
			LANDS END BUS OUTFITTE	$43.20	
			MACKIE-RS.COM	($4.37)	
			MACKIE-RS.COM	$74.36	
			MACKIE-RS.COM	$807.48	
			TORTORICES PIZZA	$151.94	
235860	101-7007-541.21-02	HOFFMANN PIANO SERVICE	EQUIPMENT MAINTENANCE	$110.00	
235870	101-7007-541.31-65	JRMEDIA GROUP, LLC	PROGRAM INSTRUCTIONAL FEE	$250.00	$250.00
235894	101-7007-541.21-65	METROPOLIS PERFORMING ARTS CENTRE	PROGRAM INSTRUCTIONAL FEE	$333.00	$333.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Division 7 Total	**$5,871.97**
				Department 70 Total	**$11,657.26**

WARRANT REGISTER - GM0002

Department: 71 Public Works

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235753	401-7101-571.50-20	ABT ELECTRONICS	APPLIANCES	$16,627.00	$16,627.00
235754	101-7101-531.31-55	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$1,620.00	$1,620.00
	101-7101-531.31-75	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$24,820.00	$25,742.50
			ELECTRICAL SUPPLIES	$922.50	
235755	101-7101-531.31-85	ADDISON BUILDING MATERIAL CO	HARDWARE SUPPLIES	$33.80	$33.80
235757	101-7101-531.21-02	AFFILIATED CUSTOMER SERVICE INC	EQUIPMENT MAINTENANCE	$798.00	$798.00
235760	401-7101-571.50-20	ALLIED AIR CONDITIONING CORP	EQUIPMENT MAINTENANCE	$16,271.00	$16,271.00
235762	101-7101-531.31-40	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$128.00	$128.00
	101-7101-531.31-65	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$27.99	$382.95
			EQUIPMENT & SUPPLY	$299.98	
			HARDWARE SUPPLIES	$54.98	
	101-7101-531.31-85	AMAZON COM CAPITAL SERVICES	HARDWARE SUPPLIES	$274.00	$274.00
235763	101-7101-531.21-11	AMERICAN DOOR & DOCK	SERVICE BLDG MAINT	$1,462.70	$2,464.95
			SERVICE BLDG MAINT	$315.07	
			SERVICE BLDG MAINT	$687.18	
235764	101-7101-531.22-03	AMERICAN PUBLIC WORKS ASSOC	TRAVEL & TRAINING	$4,440.00	$4,440.00
235765	101-7101-531.31-80	AMERICAN TRAFFIC SAFETY MATERIALS	SIGN SHOP SUPPLIES	$517.50	$517.50
235766	101-7101-531.31-55	ANDERSON LOCK	SERVICE BLDG MAINT	$200.10	$526.08
			SERVICE BLDG MAINT	$164.00	
			SERVICE BLDG MIANT	$65.02	
			SERVICE BLDG MAINT	$96.96	
235767	101-7101-531.21-55	APEX LANDSCAPING INC	SERVICE MISCELLANEOUS	$1,872.00	$21,359.36
			SERVICE MISCELLANEOUS	$5,655.77	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235767	101-7101-531.21-55	APEX LANDSCAPING INC	SERVICE MISCELLANEOUS	$13,831.59	$21,359.36
235770	101-7101-531.31-85	ARLINGTON POWER EQUIPMENT	STREET EQUIPMENT	$562.83	$562.83
235771	101-7101-531.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$429.30	$429.30
235772	101-7101-531.22-70	AT & T	ACCT 84725535058159	$848.75	$1,697.50
			ACCT 84725535058159	$848.75	
235773	101-7101-531.22-70	AT & T	ACCT 84725331203952	$1,816.87	$1,816.87
235774	101-7101-531.22-70	AT & T	ACCT 84759060006156	$1,105.31	$1,105.31
235775	101-7101-531.22-70	AT & T LONG DISTANCE	ACCT 2147713	$11.63	$11.63
235778	101-7101-531.31-55	AUTOMATIC APPLIANCE	BLDG MAINT SUPPLY	$201.99	$201.99
235788	101-7101-531.31-65	BRONNER'S COMMERCIAL DISPLAY	MISCELLANEOUS SUPPLIES	$9,690.84	$9,690.84
235790	211-7101-571.50-40	BUILDERS PAVING LLC	SERVICE CONSTRUCTION	$282,438.61	$282,438.61
235794	101-7101-531.22-15	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	$11.90	$11.90
235802	401-7101-571.50-30	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$382.50	$382.50
235803	101-7101-531.21-36	CITY WELDING SALES & SERVICE	MISCELLANEOS SUPPLIES	$126.99	$126.99
235804	401-7101-571.50-30	CIVILTECH ENGINEERING INC	SERVICE CONSULTING	$890.08	$3,147.37
			SERVICE CONSULTING	$2,257.29	
235806	101-7101-531.21-02	CLEVELAND TRAMRAIL CHICAGO CO	EQUIPMENT MAINTENANCE	$537.80	$537.80
235810	101-7101-531.22-70	COMCAST CABLE	TV	$42.08	$42.08
235811	101-7101-531.22-70	COMCAST CABLE	TV	$63.12	$63.12
235816	101-7101-531.21-02	COMPLETE CLEANING CO INC	SERVICE BLDG MAINT	$5,211.07	$5,211.07
235822	101-7101-531.21-11	CRYSTAL MAINTENANCE & MGMT SRVS	SERVICE BLDG MAINT	$10,025.00	$10,025.00
235825	101-7101-531.21-65	DIG SMART LLC	DUES	$2,499.75	$2,499.75
235827	101-7101-531.20-05	ENGINEERING RESOURCE ASSOCIATES	PROFESSIONAL SERVICES	$11,980.00	$11,980.00
235829	101-7101-531.21-02	ESSCOE LLC	BLDG MAINT SUPPLY	$1,621.50	$1,621.50
235835	101-7101-531.22-05	FEDERAL EXPRESS	SHIPPING	$220.71	$265.47

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235835	101-7101-531.22-05	FEDERAL EXPRESS	SHIPPING	$44.76	$265.47
235836	101-7101-531.21-55	FLECKS LANDSCAPING	SERVICE MISCELLANEOUS	$4,616.00	$17,919.60
			SERVICE MISCELLANEOUS	$13,303.60	
235837	401-7101-571.50-30	LAURA FONSECA	RESIDENT REIMBURSEMENT	$16.48	$16.48
235839	101-7101-531.21-02	FOUNTAIN TECHNOLOGIES LTD	SERVICE BLDG MAINT	$876.00	$1,003.50
			SERVICE BLDG MAINT	$127.50	
235844	101-7101-531.30-35	GLOBAL EQUIPMENT COMPANY	MEDICAL SUPPLIES	$174.56	$174.56
235847	401-7101-571.50-30	SARAH GOODWORTH	RESIDENT REIMBURSEMENT	$512.95	$512.95
235850	101-7101-531.31-55	GRAINGER W W INC	ELECTRICAL SUPPLIES	$138.24	$166.59
			HARDWARE SUPPLIES	$28.35	
	101-7101-531.31-65	GRAINGER W W INC	ELECTRICAL SUPPLIES	$355.53	$355.53
235851	101-7101-531.31-55	GRAYBAR ELECTRIC COMPANY	ELECTRICAL SUPPLIES	$1,359.52	$1,359.52
235852	101-7101-531.31-65	GREENLIGHT	MISCELLANEOUS SUPPLIES	$4,531.85	$4,531.85
235856	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	$1,023.72	$58,753.03
			SERVICE BLDG MAINT	$4,441.00	
			SERVICE BLDG MAINT	$297.18	
			SERVICE BLDG MAINT	$3,071.16	
			SERVICE BLDG MAINT	$2,047.44	
			SERVICE BLDG MAINT	$236.64	
			SERVICE BLDG MAINT	$297.18	
			SERVICE BLDG MAINT	$297.18	
			SERVICE BLDG MAINT	$1,251.49	
			SERVICE BLDG MAINT	$3,864.00	
			SERVICE BLDG MAINT	$4,228.00	
			SERVICE BLDG MAINT	$1,394.00	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235856	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	$234.31	$58,753.03
			SERVICE BLDG MAINT	$1,011.32	
			SERVICE BLDG MAINT	$810.31	
			SERVICE BLDG MAINT	$1,011.32	
			SERVICE BLDG MAINT	$533.16	
			SERVICE BLDG MAINT	$1,011.32	
			SERVICE BLDG MAINT	$294.08	
			SERVICE BLDG MAINT	$660.45	
			SERVICE BLDG MAINT	$781.54	
			SERVICE BLDG MAINT	$781.54	
			SERVICE BLDG MAINT	$2,022.64	
			SERVICE BLDG MAINT	$478.82	
			SERVICE BLDG MAINT	$678.92	
			SERVICE BLDG MAINT	$242.18	
			SERVICE BLDG MAINT	$242.18	
			SERVICE BLDG MAINT	$1,090.09	
			SERVICE BLDG MAINT	$917.43	
			SERVICE BLDG MAINT	$863.04	
			SERVICE BLDG MAINT	$549.01	
			SERVICE BLDG MAINT	$296.58	
			SERVICE BLDG MAINT	$473.08	
			SERVICE BLDG MAINT	$599.91	
			SERVICE BLDG MAINT	$1,023.72	
			SERVICE BLDG MAINT	$1,992.44	
			SERVICE BLDG MAINT	$1,023.72	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235856	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	$478.82	$58,753.03
			SERVICE BLDG MAINT	$4,228.00	
			SERVICE BLDG MAINT	$1,078.51	
			SERVICE BLDG MAINT	$539.36	
			SERVICE BLDG MAINT	$4,946.00	
			SERVICE BLDG MAINT	$1,023.72	
			SERVICE BLDG MAINT	$539.36	
			SERVICE BLDG MAINT	$539.36	
			SERVICE BLDG MAINT	$1,023.72	
			SERVICE BLDG MAINT	$1,023.72	
			SERVICE BLDG MAINT	$236.64	
			SERVICE BLDG MAINT	$1,023.72	
	101-7101-531.31-55	HAYES MECHANICAL	SERVICE BLDG MAINT	$4,228.00	$4,228.00
	401-7101-571.50-20	HAYES MECHANICAL	SERVICE BLDG MAINT	$9,978.00	$9,978.00
235858	101-7101-531.31-90	HELLER LUMBER CO	LUMBER SUPPLIES	$255.74	$255.74
235864	101-7101-531.20-05	INFRASTRUCTURE MGMT SERVICES	SERVICE CONSULTING	$3,060.40	$3,060.40
235867	101-7101-531.31-55	JC LICHT	HARDWARE SUPPLIES	$55.59	$55.59
235876	401-7101-571.50-30	LISA KUSUMPA	RESIDENT REIMBURSEMENT	$468.75	$468.75
235882	401-7101-571.50-30	JOE LORENZINI	RESIDENT REIMBURSEMENT	$1,644.50	$1,644.50
235883	101-7101-531.31-40	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$109.20	$109.20
	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$63.84	$835.01
			HARDWARE SUPPLIES	$310.94	
			HARDWARE SUPPLIES	$186.95	
			HARDWARE SUPPLIES	$14.23	
			HARDWARE SUPPLIES	$109.13	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235883	101-7101-531.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$149.92	$835.01
	101-7101-531.31-65	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$88.26	$223.82
			HARDWARE SUPPLIES	$46.31	
			HARDWARE SUPPLIES	$89.25	
	101-7101-531.31-70	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$19.44	$19.44
	101-7101-531.31-90	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$18.99	$105.74
			HARDWARE SUPPLIES	$20.28	
			HARDWARE SUPPLIES	$66.47	
235884	401-7101-571.50-30	LURVEY LANDSCAPE SUPPLY	BRICKS	$16,672.68	$16,672.68
235890	401-7101-571.50-30	JOHN MCFADDEN	RESIDENT REIMBURSEMENT	$312.50	$312.50
235896	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$2,084.00	$2,084.00
235901	101-7101-531.31-90	MULTIPLE CONCRETE ACCESSORIES	STREETS SUPPLIES	$741.40	$741.40
235906	101-7101-531.31-80	NATL CAP & SET SCREW CO	HARDWARE SUPPLIES	$186.40	$186.40
235912	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$207.20	$207.20
	101-7101-531.31-75	NORTHWEST ELECTRICAL SUPPLY CO	STREET LIGHTING	($476.30)	$1,069.55
			STREET LIGHTING	$476.30	
			STREET LIGHTING	$476.30	
			STREET LIGHTING	$593.25	
	101-7101-531.31-85	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL SUPPLIES	$71.62	$71.62
235914	401-7101-571.50-30	NUTOYS LEISURE PRODUCTS	JANITORIAL SUPPLIES	$10,000.80	$10,000.80
	515-7101-525.33-05	NUTOYS LEISURE PRODUCTS	JANITORIAL SUPPLIES	$14,261.20	$14,261.20
235915	101-7101-531.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	$6.08	$127.91
			OFFICE SUPPLIES, GENERAL	$116.70	
			OFFICE SUPPLIES, GENERAL	$5.13	
235916	101-7101-531.31-65	PAGONES MICHAEL	REIMBURSEMENT	$137.77	$137.77

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235924	401-7101-571.50-30	POSSIBILITY PLACE NURSERY	AGRICULTURAL SUPPLIES	$6,886.50	$6,886.50
235926	101-7101-531.21-15	POTHOLE PROS INC	SERVICE CONSTRUCTION	$5,388.00	$12,796.50
			SERVICE CONSTRUCTION	$7,408.50	
235928	101-7101-531.21-11	RAUPP FENCE CO	HARDWARE SUPPLIES	$1,300.00	$1,300.00
235934	101-7101-531.31-90	ROLAND MACHINERY CO	EQUIPMENT MAINT SUPPLY	$479.50	$479.50
235936	101-7101-531.21-36	ROUTE 12 RENTAL CO INC	EQUIPMENT RENTAL	$229.18	$229.18
235941	101-7101-531.21-15	SCHROEDER AND SCHROEDER	SERVICE CONSTRUCTION	$54,497.54	$54,497.54
235942	101-7101-531.21-15	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$86,752.36	$86,752.36
235945	101-7101-531.21-65	SEECLICKFIX	COMPUTERS,DP & WORD PROC.	$7,290.13	$7,290.13
235947	101-7101-531.31-55	SHERWIN ACE HARDWARE	PLUMBING SUPPLIES	$23.96	$71.03
			PLUMBING SUPPLIES	$21.14	
			PLUMBING SUPPLIES	$25.93	
	101-7101-531.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$30.57	$144.83
			HARDWARE SUPPLIES	$26.99	
			PLUMBING SUPPLIES	$24.94	
			HARDWARE SUPPLIES	$2.76	
			HARDWARE SUPPLIES	$26.99	
			HARDWARE SUPPLIES	$9.99	
			HARDWARE SUPPLIES	$15.81	
			HARDWARE SUPPLIES	$6.78	
	101-7101-531.31-80	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$9.99	$9.99
	101-7101-531.31-85	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$37.54	$172.90
			HARDWARE SUPPLIES	$36.84	
			HARDWARE SUPPLIES	$19.50	
			HARDWARE SUPPLIES	$14.34	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235947	101-7101-531.31-85	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$64.68	$172.90
235949	401-7101-571.50-30	LINDA SINARD	RESIDENT REIMBURSEMENT	$160.00	$160.00
235952	101-7101-531.22-70	SOUND INCORPORATED	SERVICE BLDG MAINT	$72.73	$145.46
			SERVICE BLDG MAINT	$72.73	
235953	101-7101-531.21-65	SOUTHERN COMPUTER WAREHOUSE	PROFESSIONAL SERVICES	$2,080.26	$2,080.26
235955	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	BLDG MAINT SUPPLY	$163.28	$630.11
			BLDG MAINT SUPPLY	$466.83	
235958	101-7101-531.31-75	STEINER ELECTRIC	STREET LIGHT SUPPLIES	$3,578.30	$3,578.30
235960	101-7101-531.21-02	STONE GROUP	SERVICE BLDG MAINT	$4,537.50	$4,537.50
235964	101-7101-531.21-11	SUBURBAN TRIM & GLASS	SERVICE BLDG MAINT	$1,215.30	$1,215.30
235965	101-7101-531.22-10	SUMMIT PRINT SOLUTIONS	PRINTING	$156.00	$156.00
235967	101-7101-531.21-15	SUPERIOR ROAD STRIPING	SERVICE CONSTRUCTION	$59,038.60	$67,102.90
			SERVICE CONSTRUCTION	$8,064.30	
235968	101-7101-531.31-80	TAPCO	SIGN SHOP SUPPLIES	$2,245.39	$2,245.39
235970	101-7101-531.21-02	TGF ENTERPRISES INC	SERVICE BLDG MAINT	$1,149.00	$3,784.98
			SERVICE BLDG MAINT	$2,635.98	
235971	101-7101-531.21-11	THATCHER OAKS AWNINGS	BLDG MAINT SUPPLY	$925.00	$925.00
235975	101-7101-531.31-80	THREE M	SIGN SHOP SUPPLIES	$588.56	$1,138.63
			SIGN SHOP SUPPLIES	$550.07	
235979	101-7101-531.31-80	TRAFFIC CONTROL & PROTECTION	SIGN SHOP SUPPLIES	$267.00	$267.00
235983	101-7101-531.31-45	ULINE INC	VEH MAINTENANCE SUPPLY	$192.65	$859.15
			JANITORIAL SUPPLIES	$666.50	
	101-7101-531.31-55	ULINE INC	JANITORIAL SUPPLIES	$1,084.30	$1,084.30
	101-7101-531.31-85	ULINE INC	JANITORIAL SUPPLIES	$658.00	$658.00
235991	101-7101-531.22-70	WILSON CONSULTING	CONSULTING SERVICES	$187.50	$187.50

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235993	101-7101-531.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
235994	101-7101-531.31-45	ZEP MANUFACTURING CO	JANITORIAL SUPPLIES	$1,788.00	$2,412.99
			JANITORIAL SUPPLIES	$624.99	
235996	401-7101-571.50-30	JOSEPH ZIMMERMANN	RESIDENT REIMBURSEMENT	$1,580.25	$1,580.25
235998	401-7101-571.50-20	2010 ENGINEERING GROUP	PROFESSIONAL SERVICES	$3,740.00	$3,740.00
802221	101-7101-531.22-70	AT & T	ACCT 84725334382001	$107.05	$1,075.42
			ACCT 84725961248940	$52.90	
			ACCT 84734215365273	$51.15	
			ACCT 84739208661733	$55.79	
			ACCT 84739271083278	$54.11	
			ACCT 84739420624707	$51.44	
			ACCT 84739443682112	$51.44	
			ACCT 84739893361501	$54.88	
			ACCT 84739893901330	$57.79	
			ACCT 84743978686650	$105.21	
			ACCT 84757754536603	$80.53	
			ACCT 84757757951551	$299.65	
			ACCT 84779713213488	$53.48	
802222	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	ACCT 2278061084	$273.62	$8,366.86
			ACCT 2985063029	$122.72	
			ACCT 4103039009	$212.62	
			ACCT 464388009	$530.65	
			ACCT 5492508009	$45.28	
			ACCT 7363016029	$7,000.58	
			ACCT 8572043011	$181.39	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802223	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	ACCT 8063214	$4,435.87	$4,435.87
802225	101-7101-531.21-50	NICOR	ACCT 06802945268	$49.25	$7,647.35
			ACCT 15839647334	$52.09	
			ACCT 19426400008	$172.63	
			ACCT 25422686599	$4,776.99	
			ACCT 28178600004	$161.07	
			ACCT 38096400007	$177.43	
			ACCT 38178600003	$114.79	
			ACCT 40178600009	$73.46	
			ACCT 53278600001	$191.65	
			ACCT 58401600000	$363.04	
			ACCT 72489260108	$320.33	
			ACCT 97034457784	$1,194.62	
				Division 1 Total	$867,435.38
				Department 71 Total	$867,435.38

WARRANT REGISTER - GM0002

Department: 72 Water and Sewer

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235755	505-7201-561.31-65	ADDISON BUILDING MATERIAL CO	BLDG MAINT SUPPLY	$44.99	$44.99
235762	505-7201-561.31-65	AMAZON COM CAPITAL SERVICES	ELECTRICAL SUPPLIES	$3,309.59	$3,309.59
235768	505-7201-561.22-03	APWA ILLINOIS PUBLIC SERVICE	TRAVEL & TRAINING	$130.00	$130.00
235779	505-7201-561.31-02	BACKFLOW APPARATUS AND VALVE CO	METERS SUPPLIES	$3,994.70	$7,981.40
			METERS SUPPLIES	$3,986.70	
235781	505-7201-561.31-65	BENJAMIN MOORE MT PROSPECT PAINT	BLDG MAINT SUPPLY	$79.07	$144.06
			BLDG MAINT SUPPLY	$64.99	
235789	505-7201-561.21-02	BUCKEYE POWER SALES CO., INC.	EQUIPMENT MAINTENANCE	$4,075.00	$4,075.00
235793	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$6,942.51	$6,942.51
	505-7201-561.21-62	C C CARTAGE INC	SERVICE DISPOSAL	$1,836.00	$1,836.00
	505-7201-561.31-90	C C CARTAGE INC	STREET/SIDEWALK SUPPLIES	$10,889.56	$10,889.56
235802	505-7201-561.31-40	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$595.00	$2,777.54
			PROFESSIONAL SERVICES	$553.52	
			PROFESSIONAL SERVICES	$658.06	
			PROFESSIONAL SERVICES	$970.96	
235809	505-7201-561.22-70	COMCAST CABLE	INTERNET	$189.85	$189.85
235813	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0248116083	$65.61	$65.61
235814	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0705092066	$38.47	$38.47
235825	505-7201-561.21-65	DIG SMART LLC	DUES	$5,000.25	$5,000.25
235833	505-7201-561.22-30	REBECCA FAHNOE	RESIDENT REIMBURSEMENT	$158.00	$158.00
235844	505-7201-561.30-35	GLOBAL EQUIPMENT COMPANY	MISCELLANEOUS SUPPLIES	$174.56	$174.56
235850	505-7201-561.31-02	GRAINGER W W INC	ELECTRICAL EQUIP & SUPPLY	$121.98	$121.98
	505-7201-561.31-55	GRAINGER W W INC	ELECTRICAL EQUIP & SUPPLY	$553.71	$1,023.58

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235850	505-7201-561.31-55	GRAINGER W W INC	ELECTRICAL EQUIP & SUPPLY	$469.87	$1,023.58
	505-7201-561.31-65	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	$178.30	$592.52
			MISCELLANEOUS SUPPLIES	$414.22	
235852	505-7201-561.31-65	GREENLIGHT	MISCELLANEOUS SUPPLIES	$4,531.85	$4,531.85
235857	505-7201-561.21-35	HBK WATER METER SERVICE INC	METER SUPPLIES	$288.20	$288.20
	505-7201-561.31-02	HBK WATER METER SERVICE INC	METER SUPPLIES	$22.58	$22.58
235883	505-7201-561.31-01	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$120.77	$124.23
			PLUMBING SUPPLIES	$3.46	
	505-7201-561.31-02	LOWES COMMERCIAL SERVICES	PLUMBING SUPPLIES	$170.66	$170.66
	505-7201-561.31-07	LOWES COMMERCIAL SERVICES	PLUMBING SUPPLIES	$41.56	$41.56
	505-7201-561.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$61.42	$150.37
			HARDWARE SUPPLIES	$32.68	
			HARDWARE SUPPLIES	$25.90	
			HARDWARE SUPPLIES	$30.37	
235898	505-7201-561.31-02	MIDWEST METER INC	WATER SUPPLIES	$6,634.75	$6,634.75
235915	505-7201-561.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$29.77	$270.66
			OFFICE SUPPLIES	$240.89	
235941	505-7201-561.21-30	SCHROEDER AND SCHROEDER	SERVICE CONSTRUCTION	$54,497.54	$54,497.54
235942	505-7201-561.21-30	SCHROEDER ASPHALT	SERVICE CONSTRUCTION	$81,829.77	$81,829.77
235943	505-7201-561.30-35	SCOTT SCHWEDA	CLOTHING & APPAREL	$200.00	$200.00
235945	505-7201-561.21-65	SEECLICKFIX	COMPUTERS,DP & WORD PROC.	$7,290.13	$7,290.13
235947	505-7201-561.31-02	SHERWIN ACE HARDWARE	JANITORIAL SUPPLIES	$15.18	$15.18
	505-7201-561.31-65	SHERWIN ACE HARDWARE	HARDWARE SUPPLIES	$17.99	$17.99
235955	505-7201-561.31-02	STANDARD PIPE & SUPPLY INC	METER SUPPLIES	$68.98	$68.98
235956	505-7201-561.31-65	STANDARD PIPE AND SUPPLY INC	PLUMBING SUPPLIES	$9.56	$9.56

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235962	505-7201-561.31-01	SUBSURFACE SOLUTIONS	WATER SUPPLIES	$616.81	$616.81
	505-7201-561.50-15	SUBSURFACE SOLUTIONS	WATER SUPPLIES	$8,134.71	$8,134.71
235965	505-7201-561.22-10	SUMMIT PRINT SOLUTIONS	PRINTING	$535.00	$535.00
235969	505-7201-561.21-35	TAYLOR PLUMBING	SERVICE METER	$6,247.80	$11,867.78
			SERVICE METER	$5,619.98	
	505-7201-561.31-02	TAYLOR PLUMBING	WATER SUPPLIES	$1,634.33	$1,634.33
235980	505-7201-561.31-65	TT TECHNOLOGIES, INC.	WATER SUPPLIES	$7,161.53	$7,161.53
235989	505-7201-561.31-01	WATER PRODUCTS CO	WATER SUPPLIES	$577.18	$6,006.56
			WATER SUPPLIES	$5,429.38	
	505-7201-561.31-07	WATER PRODUCTS CO	SEWER SUPLLIES	$545.52	$545.52
235991	505-7201-561.22-70	WILSON CONSULTING	CONSULTING SERVICES	$187.50	$187.50
235995	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	WATER DIST SUPPLIES	$207.75	$12,449.29
			WATER DIST SUPPLIES	$1,743.00	
			WATER DIST SUPPLIES	$539.76	
			WATER DIST SUPPLIES	$1,040.00	
			WATER DIST SUPPLIES	$1,314.00	
			WATER DIST SUPPLIES	$132.80	
			SEWER SUPPLIES	$1,778.00	
			SEWER SUPPLIES	$1,778.00	
			WATER DIST SUPPLIES	$1,770.00	
			WATER DIST SUPPLIES	$758.16	
			WATER DIST SUPPLIES	$1,387.82	
802221	505-7201-561.22-70	AT & T	ACCT 84725301748135	$54.44	$1,164.35
			ACCT 84743746842777	$53.18	
			ACCT 84743746858567	$53.18	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802221	505-7201-561.22-70	AT & T	ACCT 84759021056118	$893.01	$1,164.35
			ACCT 84759080850047	$110.54	
802222	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	ACCT 0087155164	$82.56	$1,905.81
			ACCT 0117046072	$128.27	
			ACCT 0645171017	$65.52	
			ACCT 0684023014	$71.04	
			ACCT 0831076049	$88.33	
			ACCT 1104021044	$109.25	
			ACCT 1257044037	$975.76	
			ACCT 1284169036	$278.54	
			ACCT 3973144001	$106.54	
802223	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050217	$2,326.56	$15,295.77
			ACCT 1050218	$2,314.75	
			ACCT 1050221	$5,254.43	
			ACCT 1050216	$1,407.39	
			ACCT 1050214	$931.69	
			ACCT 1060230	$3,023.86	
			ACCT 1050219	$37.09	
802225	505-7201-561.21-50	NICOR	ACCT 04055600003	$228.26	$1,321.67
			ACCT 05850400002	$52.12	
			ACCT 16797600000	$170.08	
			ACCT 19278600002	$277.57	
			ACCT 42567835683	$54.00	
			ACCT 58544400003	$54.03	
			ACCT 76830700001	$325.80	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802225	505-7201-561.21-50	NICOR	ACCT 90920700003	$159.81	$1,321.67
				Division 1 Total	$270,486.11
				Department 72 Total	$270,486.11

WARRANT REGISTER - GM0002

Department: 73 Parking

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235897	235-7301-532.31-65	MIDWAY FLOORING	BLDG MAINT SUPPLY	$873.50	$873.50
				Division 1 Total	$873.50

Division: 2

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235826	235-7302-532.21-02	ECO PARKING TECHNOLOGIES	SERVICE EQUIPMENT	$14,262.82	$14,262.82
802221	235-7302-532.21-50	AT & T	ACCT 84725309782425	$238.52	$238.52
802223	235-7302-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050215	$974.70	$974.70
				Division 2 Total	$15,476.04

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
802221	235-7303-532.21-50	AT & T	ACCT 84763200281737	$214.07	$214.07
802223	235-7303-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1060231	$1,015.34	$1,015.34
802225	235-7303-532.21-50	NICOR	ACCT 12690400002	$52.08	$52.08
				Division 3 Total	$1,281.49

Division: 4

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235757	235-7304-532.21-02	AFFILIATED CUSTOMER SERVICE INC	SERVICE BLDG MAINT	$1,459.00	$1,459.00
235896	235-7304-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$315.00	$315.00
802223	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	ACCT 1050222	$488.10	$488.10
802225	235-7304-532.21-50	NICOR	ACCT 92296400002	$166.32	$166.32
				Division 4 Total	$2,428.42

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
				Department 73 Total	**$20,059.45**

WARRANT REGISTER - GM0002

Department: 75 Municipal Fleet Services

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235756	621-7501-551.31-51	ADVANCE AUTO PARTS	VEH MAINTENANCE SUPPLY	$242.24	$242.24
235761	621-7501-551.31-51	ALTORFER INDUSTRIES	VEH MAINTENANCE SUPPLY	$917.26	$1,361.19
			VEH MAINTENANCE SUPPLY	$443.93	
235762	621-7501-551.31-85	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$24.99	$24.99
235769	621-7501-551.31-51	ARLINGTON HEIGHTS FORD INC	VEH MAINTENANCE SUPPLY	$379.71	$1,341.63
			VEH MAINTENANCE SUPPLY	$24.36	
			VEH MAINTENANCE SUPPLY	$108.95	
			VEH MAINTENANCE SUPPLY	$828.61	
235776	401-7501-572.50-15	ATLAS BOBCAT LLC	VEH MAINTENANCE SUPPLY	$5,639.00	$5,639.00
235777	621-7501-551.31-51	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	$2,775.12	$2,775.12
235791	621-7501-551.31-51	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	($49.92)	$505.78
			VEH MAINTENANCE SUPPLY	$240.31	
			VEH MAINTENANCE SUPPLY	$144.68	
			VEH MAINTENANCE SUPPLY	$24.22	
			VEH MAINTENANCE SUPPLY	$146.49	
235796	621-7501-551.21-07	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	$85.00	$85.00
235798	621-7501-551.31-51	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	$82.95	$38.95
			VEH MAINTENANCE SUPPLY	($44.00)	
235803	621-7501-551.21-36	CITY WELDING SALES & SERVICE	VEH MAINTENANCE SUPPLY	$193.30	$193.30
235832	621-7501-551.31-51	FACTORY MOTOR PARTS	VEH MAINTENANCE SUPPLY	$358.66	$424.34
			VEH MAINTENANCE SUPPLY	$65.68	
235838	621-7501-551.31-51	FORCE AMERICA	VEH MAINTENANCE SUPPLY	$1,518.62	$1,518.62
235844	621-7501-551.31-51	GLOBAL EQUIPMENT COMPANY	VEH MAINTENANCE SUPPLY	$258.71	$258.71

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235850	621-7501-551.31-51	GRAINGER W W INC	VEH MAINTENANCE SUPPLY	($264.64)	$1,149.64
			VEH MAINTENANCE SUPPLY	$482.16	
			VEH MAINTENANCE SUPPLY	$254.80	
			VEH MAINTENANCE SUPPLY	$82.26	
			VEH MAINTENANCE SUPPLY	$230.34	
			VEH MAINTENANCE SUPPLY	$364.72	
235859	621-7501-551.21-07	HILLSIDE SERVICE	TOW SERVICE	$300.00	$300.00
235862	621-7501-551.21-07	IL SECRETARY OF STATE	VEH REGISTRATION FEE	$151.00	$1,057.00
			VEH REGISTRATION FEE	$151.00	
			VEH REGISTRATION FEE	$151.00	
			VEH REGISTRATION FEE	$151.00	
			VEH REGISTRATION FEE	$151.00	
			VEH REGISTRATION FEE	$151.00	
			VEH REGISTRATION FEE	$151.00	
235866	621-7501-551.21-07	JAMES DRIVE SAFETY LANE LLC	JULY INSPECTIONS	$44.50	$44.50
235877	621-7501-551.31-51	LEAHY WOLF CO	VEH MAINTENANCE SUPPLY	$602.25	$602.25
235879	621-7501-551.31-51	LINE X OF NORTHERN ILLINOIS	VEH MAINTENANCE SUPPLY	$450.00	$450.00
235889	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$95.15	$475.24
			VEH MAINTENANCE SUPPLY	$206.46	
			VEH MAINTENANCE SUPPLY	$24.41	
			VEH MAINTENANCE SUPPLY	$141.14	
			VEH MAINTENANCE SUPPLY	$8.08	
235900	621-7501-551.31-51	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	$1,467.11	$1,467.11
235903	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	($14.26)	$2,978.08
			VEH MAINTENANCE SUPPLY	$151.80	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235903	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$65.52	$2,978.08
			VEH MAINTENANCE SUPPLY	$85.20	
			VEH MAINTENANCE SUPPLY	$10.92	
			VEH MAINTENANCE SUPPLY	$1,056.96	
			VEH MAINTENANCE SUPPLY	$110.96	
			VEH MAINTENANCE SUPPLY	$245.52	
			VEH MAINTENANCE SUPPLY	$189.98	
			VEH MAINTENANCE SUPPLY	$88.35	
			VEH MAINTENANCE SUPPLY	$5.33	
			VEH MAINTENANCE SUPPLY	$103.23	
			VEH MAINTENANCE SUPPLY	$331.24	
			VEH MAINTENANCE SUPPLY	$9.90	
			VEH MAINTENANCE SUPPLY	$5.42	
			VEH MAINTENANCE SUPPLY	$532.01	
	621-7501-551.31-65	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$90.34	$90.34
235910	621-7501-551.21-07	NORTHWEST AUTO WASH	CAR WASHES	$431.80	$431.80
235913	621-7501-551.31-51	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$458.48	$457.47
			VEH MAINTENANCE SUPPLY	$401.56	
			VEH MAINTENANCE SUPPLY	($442.00)	
			VEH MAINTENANCE SUPPLY	$39.43	
235915	621-7501-551.30-05	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES, GENERAL	$94.99	$160.24
			OFFICE SUPPLIES, GENERAL	$24.07	
			OFFICE SUPPLIES, GENERAL	$41.18	
235917	621-7501-551.31-51	PATLIN INC	VEH MAINTENANCE SUPPLY	$372.16	$372.16
	621-7501-551.31-65	PATLIN INC	VEH MAINTENANCE SUPPLY	$196.07	$196.07

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235923	621-7501-551.31-51	POMPS TIRE	VEH MAINTENANCE SUPPLY	$134.80	$134.80
235937	621-7501-551.31-51	INTERSTATE BILLING SERVICE INC	VEH MAINTENANCE SUPPLY	$397.21	$2,145.39
			VEH MAINTENANCE SUPPLY	$244.07	
			VEH MAINTENANCE SUPPLY	$76.85	
			VEH MAINTENANCE SUPPLY	$269.00	
			VEH MAINTENANCE SUPPLY	$310.00	
			VEH MAINTENANCE SUPPLY	$200.08	
			VEH MAINTENANCE SUPPLY	$79.18	
			VEH MAINTENANCE SUPPLY	($91.54)	
			VEH MAINTENANCE SUPPLY	($23.83)	
			VEH MAINTENANCE SUPPLY	$89.37	
			VEH MAINTENANCE SUPPLY	$595.00	
235954	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$68.90	
			VEH MAINTENANCE SUPPLY	$1,272.73	$5,179.52
			VEH MAINTENANCE SUPPLY	$15.88	
			VEH MAINTENANCE SUPPLY	$926.10	
			VEH MAINTENANCE SUPPLY	$893.91	
			VEH MAINTENANCE SUPPLY	$1,272.73	
			VEH MAINTENANCE SUPPLY	$1,348.11	
			VEH MAINTENANCE SUPPLY	($654.04)	
			VEH MAINTENANCE SUPPLY	($248.32)	
			VEH MAINTENANCE SUPPLY	$283.52	
235959	621-7501-551.21-02	STENSTROM	VEH MAINTENANCE SUPPLY	$895.00	
235963	621-7501-551.21-07	SUBURBAN ACCENTS INC	VEH MAINTENANCE SUPPLY	$2,150.00	$2,150.00
235982	621-7501-551.21-07	UL LLC	EQUIPMENT MAINTENANCE	$2,590.00	$2,590.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235984	621-7501-551.30-35	UNIFIRST CORPORATION	CLOTHING & APPAREL	$91.33	$91.33
	621-7501-551.31-51	UNIFIRST CORPORATION	CLOTHING & APPAREL	$91.33	$91.33
235992	621-7501-551.21-07	WINDSHIELD PROS INC	EQUIPMENT MAINTENANCE	$79.95	$379.95
			EQUIPMENT MAINTENANCE	$300.00	
235997	621-7501-551.31-51	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$101.44	$101.44
				Division 1 Total	$38,399.53
				Department 75 Total	$38,399.53

WARRANT REGISTER - GM0002

Department: 90 Capital

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235888	505-9001-571.50-25	MAURO SEWER CONSTRUCTION	SERVICE CONSTRUCTION	$648,253.49	$648,253.49
				Division 1 Total	$648,253.49
				Department 90 Total	$648,253.49

WARRANT REGISTER - GM0002

Department: 99 Non Operating

Division: 1

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amount
235893	515-9901-525.40-83	METROPOLIS COMMERCIAL CONDO ASSN	CAM CHARGE	$7,301.15	$7,301.15
	515-9901-525.40-92	METROPOLIS COMMERCIAL CONDO ASSN	BUILDING RESERVE	$3,749.07	$3,749.07
				Division 1 Total	$11,050.22
				Department 99 Total	$11,050.22
TOTAL ALL FUNDS:					$2,303,178.47

Village Board
9/6/2022

Item: Report of the Committee of the Whole Meeting of September 6, 2022

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of September 6, 2022
Interview of Owen Smith for Appointment to the Youth Commission - term ending April 30, 2023.

Village Board
9/6/2022

Item: Report of the Committee of the Whole Meeting of September 6, 2022

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of September 6, 2022

Consideration of recommending to the liquor commissioner the issuance of a Class B and Class T liquor license to Vijyu, Inc. dba Elm Liquor located at 906 W. Northwest Highway

Village Board
9/6/2022

Item: Report of the Committee of the Whole Meeting of September 6, 2022

Department: Village Manager's Office

Report of the Committee of the Whole Meeting of September 6, 2022

Consideration of recommending to the liquor commissioner the issuance of a Class A liquor license to SM AH Investments, Inc. dba Javier's Sabor Mexicano & Agave Bar

Village Board
9/6/2022

Item: Ordinance - Special Use Permit Amendment - La Zingara - 2300 E Rand Rd

Department: Planning/Legal

At the August 15, 2022 Village Board meeting, a request for an amendment to special use permit and variations from the zoning regulations, to allow a 909 square foot dining room addition to a sit-down carry-out restaurant at 2300 E Rand Rd, was discussed and approved. The Ordinance setting forth the provisions and conditions of the approval is attached.

ATTACHMENTS:

Description	Type
Special Use Permit Amendment - La Zingara	Ordinance

Prepared by and Return to:
Village of Arlington Heights
Legal Department
33 S Arlington Heights Rd
Arlington Heights, IL 60005

THIS SPACE FOR CLERK'S USE ONLY

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2022-_____

AN ORDINANCE GRANTING AN AMENDMENT TO A
SPECIAL USE PERMIT AND VARIATIONS
(2300 East Rand Road)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS 6th DAY OF SEPTEMBER, 2022.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
6th day of September, 2022.

_____
Village Clerk

AN ORDINANCE GRANTING AN AMENDMENT TO A
SPECIAL USE PERMIT AND VARIATIONS
(2300 North Rand Road)

WHEREAS, Sam Mokhtarian (*"Applicant"*) is the owner of that certain property located in the B-2 General Business District (*"B-2 District"*), commonly known as 2300 N Rand Rd, Brandenberry Park Shopping Center located at the northeast corner of Rand Road and Waterman Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (*"Property"*); and

WHEREAS, the President and Board of Trustees, have heretofore by Ordinance Numbers 78-063 and 08-029, granted and amended a special use permit for the Property to allow a sit-down/carry-out restaurant with an outdoor dining area;

WHEREAS, the Applicant desires to further amend the special use for the Property to allow the addition of a 909 square foot dining room with a seating area of 858 square feet (*"Proposed Use"*); and

WHEREAS, pursuant to Sections 28-8 ad 28-11 of the Zoning Code, the Applicant has filed an application for approval of: (i) an amendment to a special use permit to allow the Proposed Use on the Property; and (ii) variations from the following sections of the Zoning Code: Section 10.4, requiring a certain number of parking spaces; and Section 6.13-3b, setting forth the maximum fence height in a rear yard (collectively, the *"Requested Relief"*); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the Daily Herald on July 12, 2022, and held on July 27, 2022; and

WHEREAS, on July 27, 2022, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits and variations as set forth in Sections 28-8.2 and 28-11.2 of the Zoning Code; and

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

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

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

SECTION 2. GRANT OF SPECIAL USE PERMIT AMENDMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 28-8 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a special use permit amendment to the Applicant for the operation of the Proposed Use on the Property.

SECTION 3. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 28-11 of the Zoning Code and the home rule powers of the Village, the Village hereby grants the following variations to the Applicant in connection with the Proposed Use of the Property:

A. Schedule of Parking Requirements. A variation from Section 10.4 of the Zoning Code to allow 113 parking spaces where 167 parking spaces are required.

B. Fence Height in Rear Yard. A variation to allow an eight foot tall fence in the rear yard where a six foot tall fence is permitted.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Landscape Island Trees. The missing Code required landscaping, consisting of two landscape island trees along the Rand Road access aisle, and three foot tall landscape screening along Rand Road, shall be installed no later than September 30, 2023.

B. Bicycle Parking Spaces. Two bicycle parking spaces shall be installed no later than 60 days after approval of this Ordinance.

C. Fence Permit. If the Building Department determines a new or revised permit is necessary, the Applicant shall submit for a fence permit no later than September 1, 2022.

D. Compliance with Plans. Approval shall be in substantial conformance with the plan in Exhibit "B" ("Plan") and Exhibit "C" ("Fence Location") attached to and, by this reference, made a part of this Ordinance.

E. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property must comply at all times with all applicable Federal, State and Village codes, regulations and policies, as the same have been or may be amended from time to time.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns, except as provided in Section 5 of this Ordinance.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approval granted in Sections 2 and 3 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approval granted in Sections 2 and 3 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Village Code.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 9. EFFECTIVE DATE.

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

1. Passage by the Village President and Board of Trustees in the manner required by law; and

2. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit D attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS 6th day of September, 2022.

_____
Village President

ATTEST:

_____
Village Clerk

Special Use Permit: La Zingara Amendment 3

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Unit No. 5 Brandenberry Park East by Zale, being a subdivision of the Southeast quarter of Section 21, Township 42 North, Range 11 East of the Third Principal Meridian (excepting therefrom that part described as follows): commencing at the Southeast corner of said Unit 5; thence West on the South line of said unit 25.00 feet to the point of beginning of this exception; thence continuing West on the South line of said Unit 149.25 feet to the Southwest corner of said Unit; thence Northwesterly of the Southwesterly line of said Unit 152.00 feet; thence North at right angles to the Southwesterly line of said Unit 80.0 feet to its intersection with a line 160.52 feet North of and parallel to the South line of said unit; thence East on said parallel line 81.89 feet to its intersection with a line 134.15 feet Northeasterly of and parallel with the Southwesterly line of said Unit; thence Southerly on said parallel line 170.17 feet; thence South 48.0 feet to the place of beginning in Cook County, Illinois.

P.I.N. 03-21-402-013-0000

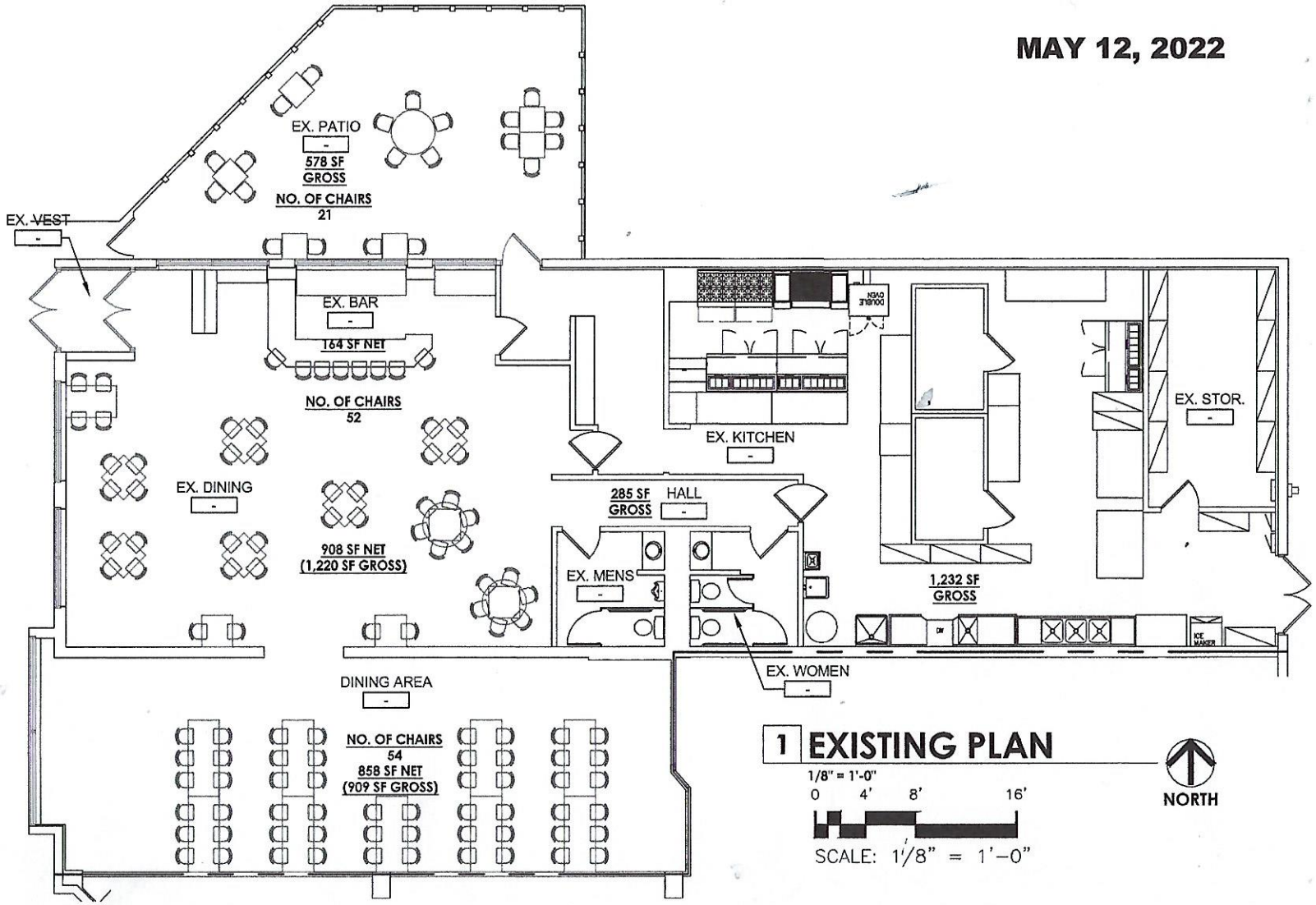
2300 East Rand Road, Arlington Heights, IL 60004

EXHIBIT B

PLANS

Enrique Castel Architect
10368 CENTRAL PARK BLVD . HUNTLEY, IL 60142 .
P 224-253-8027 . ENCAST@COMCAST.NET

MAY 12, 2022



1 EXISTING PLAN

1/8" = 1'-0"

0 4' 8' 16'

SCALE: 1/8" = 1'-0"

EXHIBIT C

FENCE LOCATION

85.56 ft
312.5°

EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Sam Mokhtarian, (*"Applicant"*) is the owner of that certain property located in the B-2 One-Family Dwelling District (*"B-2 District"*), commonly known as 2300 E Rand Rd ("*Property"*); and

WHEREAS, Ordinance No. 2022-_____, adopted by the Village President and Board of Trustees on September 6, 2022 (*"Ordinance"*), grants an amendment to a special use permit and variations to the Applicant for the operation of a restaurant on the Property; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

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

1. The Applicant hereby unconditionally agrees to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the special use permit amendment and variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit amendment and variations for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2022

ATTEST:	SD&S Properties
By: _____	By: _____
Its: _____	Its: _____

Village Board
9/6/2022

Item: Ordinance - Redevelopment Agreement - TIF 5 - Southpoint Shopping Center - 600 E Rand Rd

Department: Planning/Legal

Department staff has reviewed a request from MJR/Southpoint Real Estate Holding Company requesting tax increment funds from the TIF 5 project area. The developer has zoning approvals to construct two commercial buildings: one for a Chipotle sit down / drive through restaurant, and the second building for a AT&T retail store. Village staff along with consultants retained by the Village, SB Friedman Development Advisors, have performed an analysis to evaluate whether TIF assistance is justified based on the project as presented. Based on that review, staff has negotiated a lower amount than originally requested by MJR/Southpoint in an amount no greater than $170,000. This level of assistance is based on 50% of the cost to the developer to enlarge the detention basin that serves the Southpoint Shopping Center. The total cost of the detention project is estimated at $340,000, thus 50% is $170,000. If the total cost is less than $340,000, then the assistance will be reduced in proportion (ie: if total cost is $300,000 then the assistance is reduced to 50% of that amount or $150,000).

Staff supports the request as this project will retain two existing businesses in the Village and allows for a significant expansion for Chipotle with a drive through, thus increasing food and beverage taxes to the Village. Development of this out lot will also further the objectives to encourage redevelopment at Southpoint Shopping Center.

Recommendation
It is recommended that the Village Board adopt the Ordinance approving the Redevelopment Agreement and authorizing the execution of the Agreement.

ATTACHMENTS:

Description	Type
Redevelopment Agreement - TIF 5 - MJR-Southpoint	Ordinance

Return to:
Village of Arlington Heights
Legal Department
33 S Arlington Heights Rd.
Arlington Heights, IL 60005

THIS SPACE FOR CLERK'S USE ONLY

AN ORDINANCE APPROVING A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC

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

SECTION ONE: That a Tax Increment Financing Redevelopment Agreement between MJR/Southpoint Real Estate Holding Company, LLC, developer of property within the Southpoint Shopping Center located at 600 East Rand Road, Arlington Heights, Illinois, and the Village of Arlington Heights, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 6th day of September, 2022.

_____
Village President

ATTEST:

_____
Village Clerk

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Hart M. Passman, Esq.
Elrod Friedman LLP
325 North LaSalle St.
Suite 450
Chicago, IL 60654

This Space for Recorder's Use Only

TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE VILLAGE OF ARLINGTON HEIGHTS

AND

MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC

(600 EAST RAND ROAD – SOUTHPOINT SHOPPING CENTER)

DATED AS OF _____, 2022

VILLAGE OF ARLINGTON HEIGHTS
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
(600 EAST RAND ROAD – SOUTHPOINT SHOPPING CENTER)

THIS REDEVELOPMENT AGREEMENT (***"Agreement"***) is made and entered into this _____ day of _____, 2022, by and between the **VILLAGE OF ARLINGTON HEIGHTS,** an Illinois home rule municipal corporation (***"Village"***), and **MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC**, an Illinois limited liability company (***"Developer"***) (the Village and the Developer are, collectively, the ***"Parties"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the Village and the Developer hereby agree as follows:

SECTION 1. RECITALS.[1]

A. Pursuant to the TIF Act, the Village has undertaken a program to redevelop certain property within a designated portion of the Village, known as the Palatine and Rand Roads Redevelopment Project Area (***"Redevelopment Project Area"***).

B. The Redevelopment Project Area encompasses a retail shopping mall commonly known as the Southpoint Shopping Center.

C. On February 7, 2005, the Corporate Authorities of the Village, after giving all notices and conducting all public hearings required by the TIF Act, adopted the following ordinances: (1) Ordinance No. 05-007, approving a Tax Increment Redevelopment Plan and Project for the Redevelopment Project Area, (2) Ordinance No. 05-008, designating the Redevelopment Project Area pursuant to the TIF Act, and (3) Ordinance No. 05-009, adopting Tax Increment Allocation Financing for the Redevelopment Project Area.

D. The Developer is the owner of the Property, which is located within the Southpoint Shopping Center, and within the Redevelopment Project Area.

E. The Property is improved with off-street parking facilities.

F. The Developer intends to construct two buildings on the Property, to be used for restaurant and retail uses (collectively, the ***"Buildings"***).

G. In connection with the Developer's undertaking of the Project within the Redevelopment Project Area, the Developer intends to enlarge a detention basin to serve the Property (***"Detention Basin"***), the costs of which are eligible for reimbursement pursuant to the TIF Act.

---

[1] All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Zoning Code (as defined in Section 2 of this Agreement).

H. The Developer would not undertake the Project but for the benefit of certain tax increment financing to be provided by the Village in accordance with the terms set forth in this Agreement.

I. In order to serve the needs of the Village, produce increased tax revenues for the various taxing districts authorized to levy taxes on the Property, and stimulate and induce the redevelopment of the Southpoint Shopping Center, the Village has agreed to reimburse the Developer for one-half of the costs incurred in connection with the enlargement of the Detention Basin through property tax increment revenues, all in accordance with the terms and provisions of the TIF Act and this Agreement.

J. The Corporate Authorities of the Village, after due and careful consideration, have concluded that the redevelopment of the Property as provided for in this Agreement will further the growth of the Village, facilitate a portion of the redevelopment of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, upgrade public infrastructure within a portion of the Redevelopment Project Area, and otherwise be in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context:

"*Anchor Lease*": A lease agreement with an Anchor Tenant pursuant to the requirements described in Section 3.C of this Agreement.

"*Anchor Tenants*": Each of: (1) Chipotle, or a comparable replacement food service tenant of comparable quality and credit rating, with comparable anticipated annual sales tax receipts, as determined and approved in advance and in writing by the Village Manager; and (2) AT&T, or a comparable replacement retail tenant of comparable quality and credit rating, with comparable anticipated annual sales tax receipts, as determined and approved in advance and in writing by the Village Manager.

"*Certificate of Expenditure*": Defined in Section 7.C.1 of this Agreement.

"*Corporate Authorities*": The President and Board of Trustees of the Village.

"*Developer*": MJR/Southpoint Real Estate Holding Company, LLC, an Illinois limited liability company.

"*Effective Date*": The date set forth in the first sentence on Page 1 of this Agreement.

***"Exterior Perspectives Plan"*:** That certain Exterior Perspectives Plan prepared by Soos & Associates, Inc., consisting of one sheet, with a latest revision date of June 14, 2022, a copy of which is attached to this Agreement as **Exhibit B-2**.

"*Events of Default*": Defined in Section 13 of this Agreement.

"Evidence of Lease Date": The date on which the Village Clerk receives evidence deemed satisfactory in the sole discretion of the Village, that the Developer has entered into the Anchor Lease with an Anchor Tenant.

"Fund": The special tax allocation fund established for the TIF District in accordance with the TIF Act and the TIF Approval Ordinances.

"Improvements": The improvements to be made in connection with the development of the Property pursuant to the Project, as provided in Section 4 of this Agreement, including, without limitation, the improvements identified in the Project Development Plans.

"Incremental Property Taxes": The ad valorem taxes, if any, arising from the taxes levied upon the Redevelopment Project Area, which taxes are attributable to the increases in the then current equalized assessed value of each taxable lot, block, tract, or parcel in the Property over and above the total initial equalized assessed value of each such lot, block, tract, or parcel of real property, all as determined by the County Clerk of Cook County, Illinois, pursuant to and in accordance with the TIF Act, the TIF Approval Ordinances, and this Agreement.

"Person": Any corporation, partnership, individual, joint venture, trust, estate, association, business, enterprise, proprietorship, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, or authorized assign of the above.

"Property": That certain tract of land, consisting of approximately 1.23 acres, commonly known as 600 East Rand Road, and legally described in **Exhibit A** attached to this Agreement.

"Project Commencement Date": Defined in Section 5.B.1 of this Agreement.

"Project Completion Date": Defined in Section 5.B.3 of this Agreement.

"Project Development Plans": Collectively, those plans and specifications for the Project attached to this Agreement as **Group Exhibit B**.

"Public Improvements": Those Improvements that will be dedicated to, and accepted by, the Village.

"Redevelopment Plan": The redevelopment plan and project for the TIF District adopted pursuant to Village Ordinance No. 05-007.

"Redevelopment Project Costs": All qualifying redevelopment project costs that are: (i) authorized and defined by the TIF Act (65 ILCS 5/11-74.4-3(q)) and included within the Redevelopment Plan; and (ii) incurred by the Developer to construct the Project.

"Requirements of Law": All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations, as well as judicial decisions and orders binding on the Parties or the Project.

"Site Plan": That certain Site Plan prepared by Soos & Associates, Inc., consisting of one sheet, with a latest revision date of June 14, 2022, a copy of which is attached to this Agreement as **Exhibit B-1**.

"Site Restoration": Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition of partially constructed improvements and structures, regrading, erosion control, and installation of sod or seeding.

"Structure": Defined in Section 28-3 of the Zoning Code.

"TIF": Tax increment financing, as further defined and described in the TIF Act.

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*

"TIF Approval Ordinances": Village Ordinance No. 05-007, Ordinance No. 05-008, and Ordinance No. 05-009.

"TIF District": The Palatine and Rand Roads Redevelopment Project Area, designated by the Corporate Authorities pursuant to Village Ordinance No. 05-008.

"TIF-Eligible Costs": Redevelopment Costs that are eligible for reimbursement by the Village pursuant to this Agreement and the TIF Act, as further described in **Exhibit C** attached to this Agreement.

"Total Project Budget": Exhibit D to this Agreement.

"Transferee Assumption Agreement": Defined in Section 10.B.4 of this Agreement.

"Uncontrollable Circumstance": Any of the following events and circumstances that are unforeseen and materially change the costs or ability of the Developer to carry out their obligations under this Agreement:

1. A change in the Requirements of Law;

2. Insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

3. Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or other similar act of God;

4. Governmental condemnation or taking; or

5. Strikes or labor disputes, other than those caused by the unlawful acts of the Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include economic hardship, impracticability of performance, commercial, economic, or market conditions, a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor), or any pandemic, epidemic, war, or labor dispute existing on the Effective Date of this Agreement.

"***Village Attorney***": The duly appointed Village Attorney of the Village.

"***Village Clerk***": The duly appointed Village Clerk of the Village.

"***Village Code***": The Municipal Code of Arlington Heights, Illinois, 1995, as amended.

"***Village Contribution***": Defined in Section 7.B.1 of this Agreement.

"***Village Manager***": The duly appointed Village Manager of the Village or his or her designee, as appointed by the Village Manager.

"Zoning Code": The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

3. Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SECTION 3. DEVELOPMENT, USE, OPERATION AND MAINTENANCE OF THE PROPERTY.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Code or the Zoning Code or any other rights the Developer may have, the Property must be developed, used, operated, and maintained only pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions:

A. Standard Conditions.

1. The development, use, operation and maintenance of the Property must comply with all applicable Village codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically and explicitly provided otherwise in this Agreement.

2. The development, use, operation and maintenance of the Property must comply with the Project Development Plans, except for minor alterations due to final engineering and site work as may be approved by the Village Director of Planning & Community Development,

the Village Engineer, or the Village Director of Public Works (for matters within their respective permitted authorities) in accordance with all applicable Village standards.

B. **Construction of Structures and Buildings**. The Buildings and all Structures must be constructed and located on the Property as depicted in the Project Development Plans.

C. **Anchor Tenant Leases & Uses**. The Developer must enter into Anchor Leases with each Anchor Tenant for not less than 4,535 cumulative square feet of the Buildings. The Developer must provide a complete copy of the executed Anchor Leases prior to reimbursement by the Village of any Redevelopment Project Costs.

D. **Maintenance**. The Developer is responsible for the continuity, care, conservation, maintenance, and operation of the Property, in a condition that is consistent with other comparable commercial properties and is in compliance with all local codes and regulations, and all landscaping, equipment, appurtenances and stormwater detention facilities located on or within the Property and the cost of power required for such equipment and appurtenances. The Developer and any co-owners of the Property must regularly and systematically perform the maintenance, repair, and replacement of any and all parts or portions of the Property necessary to permit the Property to function as designed.

E. **Parking and Loading**. The Developer must provide all off-street parking and loading spaces on the Property as required by the Zoning Code.

F. **Cooperation with Adjoining Property Owners.** The Developer must cooperate in good faith with the Village and with the owners of other real property within the Redevelopment Project Area concerning, and will not unreasonably object or prohibit, future improvements to the Redevelopment Project Area.

G. **General Use and Development Restrictions**. The development and use of the Property except for minor alterations due to final engineering and site work approved by the Village Director of Planning & Community Development or the Village Director of Public Works, as appropriate, must comply, and be in accordance, with the following (upon their respective approval, adoption, and effective date):

1. This Agreement;

2. The TIF Approval Ordinances;

3. The Project Development Plans, and all individual plans and documents of which they are comprised;

4. The Zoning Code; and

5. The Requirements of Law.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 5 of this Section 3.G, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the above plans and documents

will be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 4. IMPROVEMENTS.

A. Description of Improvements. The Developer must, at its sole cost and expense, construct and install all of the Improvements depicted on the Project Development Plans, including, without

1. Construction of both Buildings;

2. Enlargement of the Detention Basin; and

3. Any other Improvements identified in the Project Development Plans.

B. Design and Construction of the Improvements.

1. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Project Development Plans, and will be subject to the reasonable written satisfaction of the Village Director of Building & Life Safety in accordance with the Village Code. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided in this Agreement or in the permits issued by the Village for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality.

2. Contract Terms; Prosecution of the Work. The Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Project Development Plans, and the Requirements of Law, until the work is properly completed, and providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Engineering Services. The Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. The Developer must promptly provide the Village with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

4. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times.

5. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any public agency or private party, the Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

C. **Connection of Utilities**.

1. Burial of Utilities. The Developer must, at its sole cost and expense, cause to be buried all existing or new utility lines necessary for the Buildings. The Developer must cooperate with all utility companies and owners of neighboring properties as may be necessary to ensure that the burial of utilities required pursuant to this Section 4.C.1 does not disrupt utility service to neighboring properties.

2. Compliance with Village Code. No utilities located on the Property may be connected to utilities or utility infrastructure belonging to the Village except in accordance with the applicable provisions of the Village Code, and upon payment of any connection fees required pursuant to the Village Code.

D. **Completion of the Improvements**. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Building or Structure located on the Property until the Improvements are completed by the Developer and approved by the Village. The foregoing does not preclude the Village's issuance of conditional certificates of occupancy pursuant to Section 5.C.2 of this Agreement and the applicable provisions of the Village Code. The issuance of any building permit or certificate of occupancy by the Village at any time prior to completion of all of the Improvements by the Developer and approval of the Improvements by the Village will not confer on the Developer any right or entitlement to any other building permit or certificate of occupancy.

E. **Dedication and Maintenance of the Improvements**.

1. Final Inspection and Approval of the Improvements. The Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow the Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for completion of the Improvements). The Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 4.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Director of Building & Life Safety has determined that the specific Improvement has been constructed to completion, in accordance with the Project Development Plans and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of any final plat of subdivision for the Property constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" in the Project Development Plans, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Village Code.

SECTION 5. DEMOLITION AND CONSTRUCTION.

A. Single Phase of Construction. The construction of the Improvements and the development of the Property must take place in one continuous phase, subject to seasonal conditions, and in accordance with Section 5.B of this Agreement.

B. Construction Schedule. The Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of the Structures, Buildings, and Improvements on the Property in a diligent and expeditious manner, in strict compliance with the Village Code and the Requirements of Law, and in accordance with the project timeline attached to this Agreement as **Exhibit E** and the following:

1. Commencement of Developer Improvements. The Developer must commence construction of the Improvements, if at all, no later than September 7, 2022 (***"Project Commencement Date"***).

2. Commencement of Tenant Improvements. The Developer must commence construction of all Improvements described in the Anchor Leases on or before January 1, 2023.

3. Completion Date. All construction of the Project must be completed, and the Anchor Tenants must commence occupancy of the Buildings and open to the public for their customary businesses, on or before May 1, 2023 (***"Project Completion Date"***). If construction of the Project is not completed, and the Buildings not open to the public for their customary businesses, on or before the Project Completion Date, the Developer will not be entitled to reimbursement of any Redevelopment Project Costs, the Village will not pay any portion of the Village Contribution to the Developer, and the Village will have the right to terminate this Agreement upon providing written notice to the Developer.

4. The Village Director of Community Development may, for good cause, extend the deadlines set forth in this Section 5.B for a total of six months.

C. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when the Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement; provided, however, the Village must promptly provide a detailed written explanation for such withholding.

2. Conditional Certificate of Occupancy. A conditional certificate of occupancy associated with the Building or Structure to be located on the Property will not be issued until the grading of the street parkways across the frontage of the Building or subject Structure, final grading and installation of top soil, seeding/sod, landscaping on the subject structure have been completed, and sidewalks across the frontage of the Building or subject Structure and street lights and surface course of all street pavement throughout the Property have been installed, subject to seasonal conditions.

D. Removal and Restoration.

1. Removal of Partially Constructed Structures and Improvements. Subject to Uncontrollable Circumstance, if the Developer fails to diligently pursue all demolition and construction as required in, or permitted by, Sections 3, 4, and 5 of this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, the Developer must, within 60 days after notice from the Village: (a) remove any partially constructed or partially completed Structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which the Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

2. Removal and Restoration by Village. In the event the Developer fail or refuses to remove any partially completed Structures or Improvements, or to perform Site Restoration, as required pursuant to Section 5.D of this Agreement, the Village will have, and is hereby granted, the right, at its option, to: (a) demolish and/or remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; and/or (c) cause the Buildings, Structures, or Improvements to be completed in accordance with the plans submitted. The Developer will fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for such work. If the Developer does not so fully reimburse the Village, then the Village will have the right to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 5.D.2 are in addition to, and not in limitation of, the Village's rights and remedies otherwise available in this Agreement, at law, and/or in equity.

E. As-Built Plans. After completion of construction of any Structure or Improvement, the Developer must submit to the Village Director of Building & Life Safety final "as-built" plans: (1) related to drainage, grading, storm sewer, sanitary sewer and water mains, and associated Structures; and (2) for other final construction documents (in paper and, for Improvements, electronic format) as reasonably required and approved by the Village Director of Public Works and Director of Planning and Community Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property.

F. Damage to Public Property. The Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Improvements. Further, the Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and (2) repair any damage that may be caused by the TIF Activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

SECTION 6. PAYMENT OF VILLAGE FEES AND COSTS.

A. Negotiation and Review Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, the Developer must pay to the Village, contemporaneous with the execution of this Agreement by

the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the development of the Property, including, without limitation, the review and processing of plans and building permits therefor. The Developer acknowledges and agrees that it will continue to be liable for and pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by the Developer during the term of this Agreement in connection with the use and development of the Property. Further, the Developer acknowledges and agrees that it is liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publication and recordings required in connection with the above matters.

B. Other Village Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Developer must pay to the Village all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law.

SECTION 7. TIF FINANCING.

A. Project Financing.

1. The Parties agree that the estimated cost of the Project is approximately $5,591,691.00, which includes the costs of the Developer, and the construction and tenant improvement allowance related to the Anchor Lease, as set forth in the Total Project Budget attached to this Agreement as Exhibit D.

2. The Developer must advance and secure funds, or must cause other parties to advance and secure funds necessary to complete the Project.

B. Reimbursement for Project Costs.

1. The Parties acknowledge that the Developer will pay, or has paid, for some or all of the Redevelopment Project Costs of the Project. To partially subsidize the costs of the Project, the Village will pay the Developer one-half of the costs of enlargement of the Detention Basin, but only up to a maximum of $170,000.00 (***"Village Contribution"***), as reimbursement for Redevelopment Project Costs incurred by the Developer which qualify as TIF-Eligible Costs, subject to the limitations set forth in Section 7.C of this Agreement.

2. In the Village's sole discretion, the Village Contribution may be paid from the Incremental Property Taxes deposited into the Fund and permitted by law to be used to make payments under the TIF Act.

3. Any funds contained in the Fund in excess of the Village Contribution may be used by the Village for any lawful purpose permitted under the TIF Act.

C. Certification and Reimbursement of TIF-Eligible Costs.

1. Certificates of Expenditure. In order to obtain reimbursement of Redevelopment Project Costs, the Developer must submit to the Village written requests for certification of such Redevelopment Project Costs in the form attached as **Exhibit F** to this Agreement ("***Certificate of Expenditure***"). Each Certificate of Expenditure must be accompanied by: (i) evidence that the Developer has actually incurred and paid all Redevelopment Project Costs for which such Developer seeks reimbursement; (ii) proof of issuance of all building permits required for the Project; (iii) proof that the Anchor Tenants commenced occupancy and operations in the Buildings in satisfaction of this Agreement; and (iv) sworn statements and lien waivers from the Developer's general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, included in the Redevelopment Project Costs for which reimbursement is sought. If the Developer does not fulfill its obligations as set forth in this Section 7.C.1, the Village will have no obligation to certify or reimburse the Developer for Redevelopment Project Costs.

2. Requirements of Reimbursement. Notwithstanding any other provision of this Agreement, the Developer will be entitled to be reimbursed from Incremental Property Taxes for Redevelopment Project Costs only if: (i) the Developer actually incurs such TIF-Eligible Costs; (ii) the Redevelopment Project Costs are also "Redevelopment Project Costs" as defined in the TIF Act; (iii) reimbursement is permitted pursuant to this Agreement, the Redevelopment Plan, and the TIF Act; and (iv) the Developer is not in default or breach of any obligation under this Agreement.

3. Review of Certificate of Expenditures. The Village Director of Community Development will determine if Redevelopment Project Costs described in a Certificate of Expenditure constitute TIF-Eligible Costs meeting the requirement of this Section 7.C, and approve or disapprove of each Certificate of Expenditure. If the Director of Community Development finds an error or deficiency in the Certificate of Expenditure, the Director of Community Development will give written notice to the Developer, identifying such error or deficiency in reasonable detail, within 30 days after the date that the Village receives the Certificate of Expenditure. The process of submission, identification or errors or deficiencies and resubmission will continue in good faith until the Parties agree on the content of the Certificate of Expenditure.

4. Timing of Reimbursement. The Village will pay to the Developer reimbursement funds for TIF-Eligible Costs up to the Village Contribution on the 45th day following the last to occur of: (i) completion of all Improvements; (ii) satisfactory inspection and approval of the Improvements by the Village; (iii) issuance of a temporary or final certificate of occupancy for the Property, whichever is first issued; (iv) submittal by the Developer and approval by the Village of a Certificate of Expenditure for the TIF-Eligible Costs incurred by the Developer; and (v) occupancy and commencement of operations by the Anchor Tenants, all together with documentation required under Section 7.C.1 of this Agreement, subject to any period for resubmission or correction of a Certificate of Expenditure pursuant to Section 7.C.3 of this Agreement.

D. Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage. The Village and the Developer must comply with the requirements pertaining to fair employment practices and affirmative action described in Section VII.B of the

Redevelopment Plan and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as they may be applicable.

E. **Commitment to Preserve Village Contribution**. The Village agrees, so long as the Developer is not in breach of this Agreement, that the Village will not revoke, rescind, repeal, or amend the Redevelopment Plan or the TIF Approval Ordinances, unless it has first deposited into an escrow account the then-remaining balance of the Village Contribution that has not yet been paid to the Developer, pursuant to an escrow agreement to be negotiated in good faith and executed by the Village and the Developer. In the event that an escrow account is established pursuant to this Section 7.E, all subsequent payments to the Developer pursuant to this Agreement will be paid from the escrow account and not from any other Village source.

SECTION 8. LIABILITY AND INDEMNITY OF VILLAGE.

A. **Village Review**. The Developer acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Project, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Property or the Project, and that the Village's review and approval of any such plans and the Project and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of their respective heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

B. **Village Procedure**. The Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge such approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. **Indemnity**. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans for the Property or the Improvements; (ii) the issuance of any approval, permit, certificate or acceptance for the Property or the Improvements; (iii) the development, construction, maintenance or use of any portion of the Property or the Improvements; and (iv) the Developer' failure to comply with any provisions of this Agreement. Nothing in this Section 8.C is intended to make the Developer responsible for any damages, attorneys' fees or other costs incurred by the Village by reason of any claim that this Agreement or any payments to the Developer under this Agreement, violate the TIF Act.

D. **Defense Expense**. The Developer must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims covered by Section 8.C of this Agreement.

SECTION 9. REAL ESTATE TAX CHALLENGES.

A. Real Estate Tax Payments. The Developer agrees to timely pay all applicable real estate taxes levied against its interest in the Property, and must not allow said taxes to become delinquent.

B. Conveyance. In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance Redevelopment Project Costs, in accordance with the TIF Act, for so long as the TIF District is in existence, the Developer may not knowingly undertake to convey or lease any portion of the Property to persons whose ownership and use of such portion of the Property will cause that portion of the Property to be exempt from payment of property taxes, and the Developer will impose a prohibition against granting such conveyance in all leases and/or deeds conveying all or any portion of the Property.

C. Tax Exempt Status. Neither the Developer nor any tenant of any portion of the Property may assert tax-exempt status in a manner that would have an impact on the payment of real estate taxes with respect to their respective portions of the Property.

SECTION 10. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Binding Effect. All obligations assumed by the Developer under this Agreement are binding upon the Developer personally, upon any and all of their respective successors and assigns (excluding any lessees or tenants of the Property), and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

B. Successors and Transferees. To assure that all grantees, successors, assigns, and successor owners have notice of this Agreement and the obligations created by it, the Developer must, from and after the Effective Date:

1. Deposit with the Village Clerk, concurrent with the Village's approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the Cook County Recorder of Deeds;

2. Notify the Village in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Property to any party not a party to this Agreement (excluding any lessees or tenants of the Developer);

3. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the transfer of all or any portion of the Property to any party not a party to this Agreement; and

4. Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest therein, to any party not a party to this Agreement (excluding any lessees or tenants of the Developer), the transferee of the Property or of said portion of or interest in the Property to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit G**, in which such party agrees to be bound by the provisions of this Agreement ***("Transferee Assumption Agreement")*** and to provide the Village, upon request, with such reasonable assurance of the financial ability of such transferee to meet those obligations as

the Village may require. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of the Developer will be released to the extent of the transferee's assumption of the liability. The failure of the Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will result in the Developer remaining fully liable for all of its obligations under this Agreement but will not relieve the transferee of its liability for all such obligations as a successor to the Developer.

C. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

D. **Mortgagees of Property**. This Agreement is and will be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party will have no personal liability hereunder.

SECTION 11. TERM.

A. The provisions of this Agreement run with and bind the Property and inure to the benefit of, be enforceable by, and obligate the Developer, the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the Effective Date until either: (a) the Developer has been paid all of the Village Contribution due pursuant to Section 7 of this Agreement; or (b) the expiration of the TIF District, whichever is earlier. Notwithstanding anything to the contrary in this Section 11 (to the extent that the time periods referred to in such Sections have not elapsed when this Agreement terminates), the Developer's ongoing maintenance obligations set forth in Section 4.E of this Agreement will survive the termination of this Agreement. In addition, the indemnity and defense obligations set forth in Section 8 of this Agreement will survive the termination of this Agreement. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. In the event that the Project Completion Date does not occur on or prior to May 1, 2023, the Village shall have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of this Village under this Agreement by delivery of notice to the Developer.

SECTION 12. DEVELOPER REPRESENTATIONS, COVENANTS, AND WARRANTIES.

A. **Developer**. The Developer, and the person executing this Agreement on behalf of the Developer, represent, warrant, and covenant, as of the date of this Agreement, that:

1. The Developer is an Illinois limited liability company, duly organized and validly existing;

2. The Developer has the authority to enter into, execute, deliver and perform this Agreement;

3. The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Developer is now a party or by which the Developer is now or may become bound;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened, or affecting the Developer which would impair its ability to perform under this Agreement;

5. The Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement;

6. The Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement;

7. The Developer has no knowledge of any financial liabilities, contingent or otherwise, of the Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement;

8. The information provided to the Village by the Developer pursuant to this Agreement is true and correct, and the Developer acknowledges that the Village has entered into this Agreement in reliance on this information and the representation and warranty by the Developer that this information is true and correct; and

9. Prior to the issuance of certificates of occupancy for the Buildings, the Developer may not use the Property as collateral for any other property or project or for anything other than the cost of constructing the Project on the Property. The Developer's loan agreement, if any, must expressly provide that the amount of said loan may not be increased without the consent of the Village, which consent may not be withheld if the debt-to-equity ratio for the proposed increased loan is maintained at the same level as the existing loan at the time the existing loan was initially issued. Nothing in this Section 12.A.9 is to be deemed or interpreted to prevent a parent

entity of the Developer from using the Property for security as a part of any securitized debt offering.

B. Village. The Village represents, warrants and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement.

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (1) have been duly authorized by all necessary corporate action on the part of the Village, (2) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (3) will not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

3. To the best of the Village's knowledge, there are no proceedings pending or threatened actions against or affecting the Village or the Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

SECTION 13. DEFAULT.

A. Events of Default by the Developer. The following are the Developer Events of Default under this Agreement:

1. If any representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by the Developer in writing and delivered to the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to an Uncontrollable Circumstance, default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of such Developer; provided, however, that such default or breach will not constitute an Event of Default if such default cannot be cured within said 15 days and such Developer, within said 15 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

3. Default by the Developer for a period of 15 days after written notice thereof in the performance or breach of any covenant, warranty or obligation contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 15 days and such Developer, within said 15 days initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 60 days after such notice.

4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

5. The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others that is not dismissed within 60 days after filing.

6. Failure of the Developer to have funds to meet such Developer's obligations under this Agreement.

7. Sale, assignment, or transfer of the Property except in accordance with the Transferee Assumption provisions in Section 10 of this Agreement.

8. Change in the organizational status of the Developer except in accordance with the Transferee Assumption provisions in Section 10 of this Agreement.

9. Abandonment of the Project or Property by the Developer. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 30 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of the Developer to secure any other approvals required for the development or construction of the Property will not be a valid defense to abandonment.

10. The Developer fails, for 15 days after written notice, to comply with the Requirements of Law in relation to the construction and maintenance of the Improvements contemplated by this Agreement.

11. The Village acknowledges that nothing in this Agreement obligates the Developer to commence building the Improvements, to open a business on the Property or (if and when a business opens on the Property) to continue to operate a business on the Property. It shall not be an Event of Default if: (i) the Developer fails to obtain building permits for the Improvements; or (ii) the Developer fails to open or operate the Building for business to the public. However, the Developer acknowledges and agrees that the Developer will not be entitled to reimbursement of any Redevelopment Project Costs, the Village will not pay any portion of the Village Contribution to the Developer, and the Village will have the right to terminate this Agreement upon providing written notice to the Developer in the event that any of the following events occurs: (i) construction of the Project is not completed, and the Building is not open to the public for customary business, within 18 months after the Effective Date of this Agreement; or (ii)

the Developer (or a transferee) fails to operate the Buildings for customary business, or a substantially similar use, for a period of 180 consecutive days or more; provided, however, that any of the foregoing are not due to an Uncontrollable Circumstance.

B. **Events of Default by the Village**. The following are Village Events of Default under this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Developer, pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to an Uncontrollable Circumstance, default by the Village for a period of 30 days after written notice thereof from the Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that such default will not constitute an Event of Default if such default cannot be cured within said 30 days and the Village, within said 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within 90 days after such notice.

C. **Remedies for Default**. In the case of a party's Event of Default under this Agreement:

1. Except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Pursuant to Section 5.D of this Agreement, the Village may, without prejudice to any other rights and remedies available to the Village, require: (a) the demolition and removal of any partially constructed or partially completed buildings, Structures, or Improvements from the Property; and (b) the performance of Site Restoration. Concurrent with the Village's exercise of its rights under 6.E, the Corporate Authorities will have the right, but not the obligation, to terminate the entitlements set forth in this Agreement, without protest or objection by the Developer.

3. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village is entitled to withhold the issuance of building permits or certificates of occupancy for the Building and any other Structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement after notice and an opportunity to cure as provided in this Section 13.

4. In case the Village has proceeded to enforce its rights under this Agreement and such proceedings have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the Village will be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village will continue as though no such proceedings had been taken.

D. **Limitation**. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of this Section 13, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

E. **Prevailing Party**. In the event of a judicial proceeding brought by one Party against the other Party, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 14. GENERAL PROVISIONS.

A. **Notice**. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14.A, each Party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Manager
E-mail: RRecklaus@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart Passman
E-mail: Hart.Passman@elrodfriedman.com

Notices to the Developer will be addressed to, and delivered at, the following address:

MJR/Southpoint Real Estate Holding Company, LLC
1022 Willow Rd Ste 201
Northfield IL 60093
Attention: Jeffrey Silverman

Email: RS@usanfsc.com

B. **Time of the Essence**. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. **Exhibits/Conflicts**. Exhibits A through G attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

E. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

F. **Governing Law**. This Agreement is governed by, and will be enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Changes in Laws**. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. **Non-Waiver**. No party is under any obligation to exercise any of the rights granted to it in this Agreement. The failure of a party to exercise at any time any right granted to such party will not be deemed or construed to be a waiver of that right, nor will the failure void or affect such party's right to enforce that right or any other right.

I. **Severability**. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. **No Third-Party Beneficiaries**. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made, or will be valid, against any Party hereto.

K. **Interpretation**. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

L. **Headings**. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. **Recording**. The Village will record this Agreement against the Property, at the sole cost and expense of the Developer, with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the Parties.

N. **Counterparts**. This Agreement may be executed in counterparts, each of which will constitute an original document and together will constitute the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois home rule municipal corporation

_____
Rebecca Hume, Village Clerk

By:_____
Randall R. Recklaus
Its: Village Manager

ATTEST:

MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC,
an Illinois limited liability company

By: _____
Its: Authorized Member

By: _____
Its: Managing Member

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2022 by Randall R. Recklaus, the Village Manager of the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation, and by Rebecca Hume, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Annette Wax, a Notary Public in and for said County, in the State aforesaid, do hereby certify that this instrument was acknowledged before me on August 23, 2022, by Jeffrey Silverman, the Managing Partner of **MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC**, an Illinois limited liability company, and by Richard Silverman, the Partner of said limited liability company.

Given under my hand and notarial seal this 23 day of August, 2022.

Annette D Wax
Signature

Notary Public

My Commission Expires: 12/10/2022

(SEAL)

ANNETTE D WAX
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2022

INDEX OF EXHIBITS

Exhibit A	Legal Description of the Property
Exhibit B	Project Development Plans (Group Exhibit)
	B-1 Site Plan
	B-2 Exterior Perspectives Plan
Exhibit C	Schedule of TIF-Eligible Costs
Exhibit D	Total Project Budget
Exhibit E	Project Timeline
Exhibit F	Form Certificate of Expenditure
Exhibit G	Transferee Assumption Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

LOT 2 IN THE FINAL PLAT OF GARDEN FRESH RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 2019 AS DOCUMENT NUMBER 1903918025, BEING A RESUBDIVISION OF PART OF LOTS 1 AND 3 IN THE CUB ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1984 AS DOCUMENT NO. 27090321, IN COOK COUNTY, ILLINOIS.

Property Index Number(s): 03-20-200-017-0000

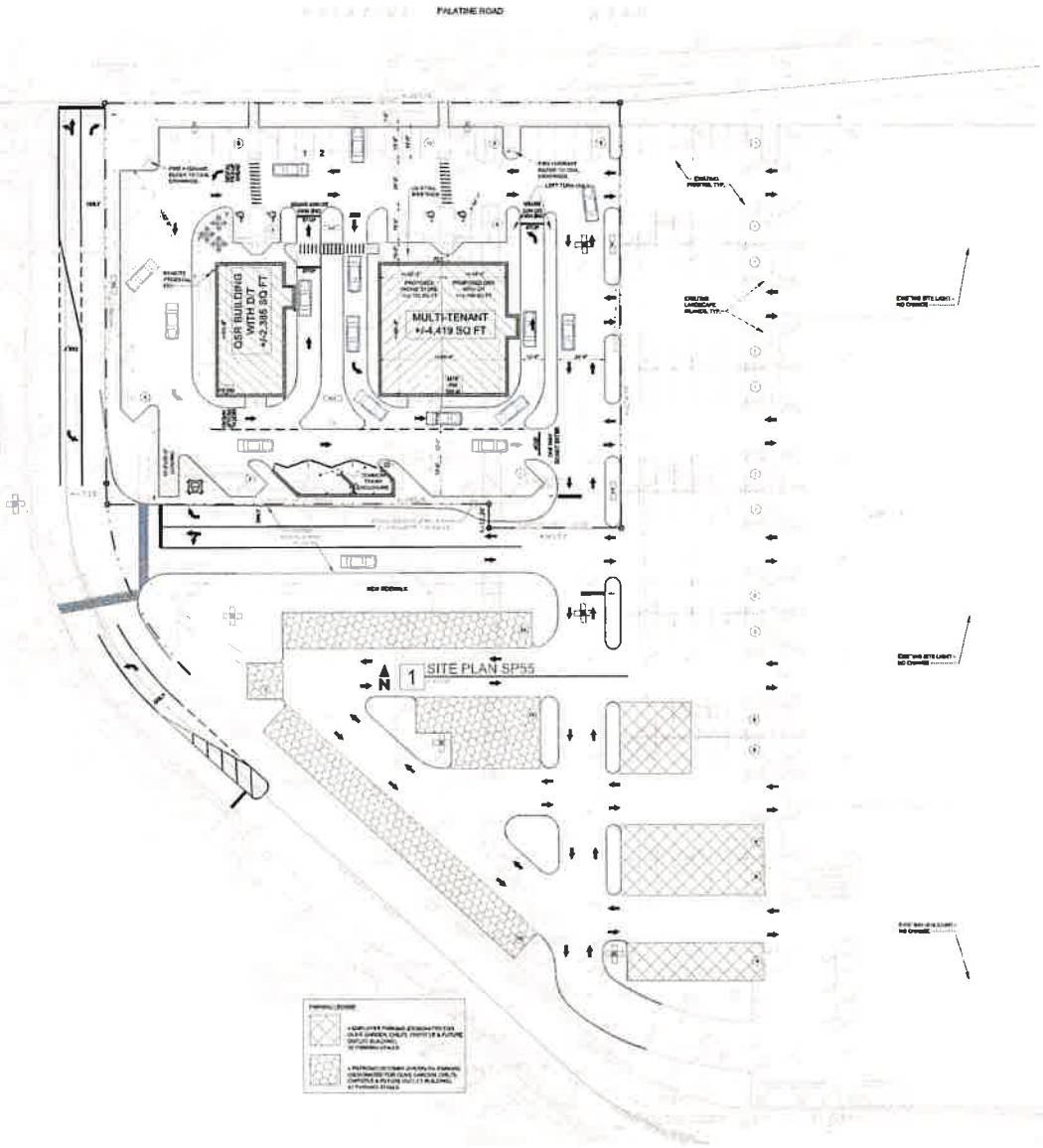
Common Address: 600 East Rand Road, Arlington Heights, Illinois 60004

EXHIBIT B

PROJECT DEVELOPMENT PLANS

EXHIBIT B-1

SITE PLAN



SOOS ASSOCIATES
Soos & Associates, Inc.
Architecture

MJK Real Estate Holding Company
1622 Willow Road, Suite 201
Northfield, IL 60093
Client

MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT

713 & 715 EAST PALATINE ROAD
ARLINGTON HEIGHTS, IL 60004
Project

Consultant

No.	Issue	Date

Seal

ISSUE FOR PERMIT

Date	MAY 9, 2023
Job Number	23-079-MJ
Drawn	SOOS
Checked	SOOS
Approved	SOOS

Title

SITE PLAN

Sheet

A-04

EXHIBIT B-2

EXTERIOR PERSPECTIVES PLAN

Outlot Development
within Southpoint Shopping Center
Proposed One-Story Multi-Tenant Retail Building

715 East Rand Road, Arlington Heights, IL 60004

DC Submittal - DRAWINGS INDEX (Date: July 13, 2022)

SHEET	SHEET TITLE
A-01	EXISTING CONDITIONS AERIAL
A-02	ALTA/NSPS LAND TITLE SURVEY
A-03 (SHEET 1)	EXISTING CONDITIONS - TOPOGRAPHIC SURVEY
A-04	SITE PLAN
A-05	SITE PLAN DETAIL
A-06	FLOOR PLAN
A-07	EXTERIOR ELEVATIONS
A-08	EXTERIOR ELEVATIONS
A-09	BUILDING SECTION
A-10	ROOF PLAN
A-11	EXTERIOR PERSPECTIVES
A-12	EXTERIOR PERSPECTIVES

MJK Real Estate Holding Company, LLC.
1622 Willow Road, Suite 201
Northfield, IL 60093 847-919-4801

Soos & Associates, Inc.
105 Schelter Road, Suite 101
Lincolnshire, IL 60069 847-821-7667

EXTERIOR FINISH SCHEDULE - A-07 ARLINGTON HEIGHTS

1 NORTH (FRONT) ELEVATION

2 WEST (SIDE) ELEVATION

A SOOSOCIATES
Soos & Associates, Inc.
Architecture

KJK
REAL ESTATE HOLDING COMPANY LLC
1677 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

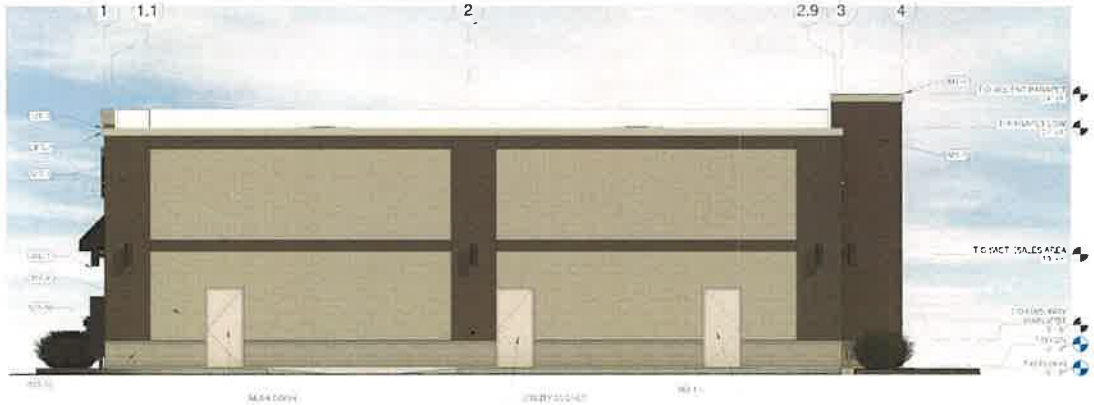
MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT
713 & 715 E. PALATINE Rd.
ARLINGTON HEIGHTS, IL 60004

ISSUE FOR PERMIT

EXTERIOR ELEVATIONS

A-07

EXTERIOR FINISH SCHEDULE - A-08 ARLINGTON HEIGHTS



1 SOUTH (REAR) ELEVATION

NOTE:
PROPOSED SIGNAGE IS CONCEPTUAL AND FOR REFERENCE ONLY.
ALL SIGNAGE BY TENANT.

2 EAST (SIDE) ELEVATION

A SOOSOCIATES
Soos & Associates, Inc.
Architecture

MJK
REAL ESTATE HOLDING COMPANY, LLC
1624 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

CLIENT

MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT
713 & 715 E. PALATINE Rd.
ARLINGTON HEIGHTS, IL 60004

PROJECT

ISSUE FOR PERMIT

EXTERIOR ELEVATIONS

SHEET

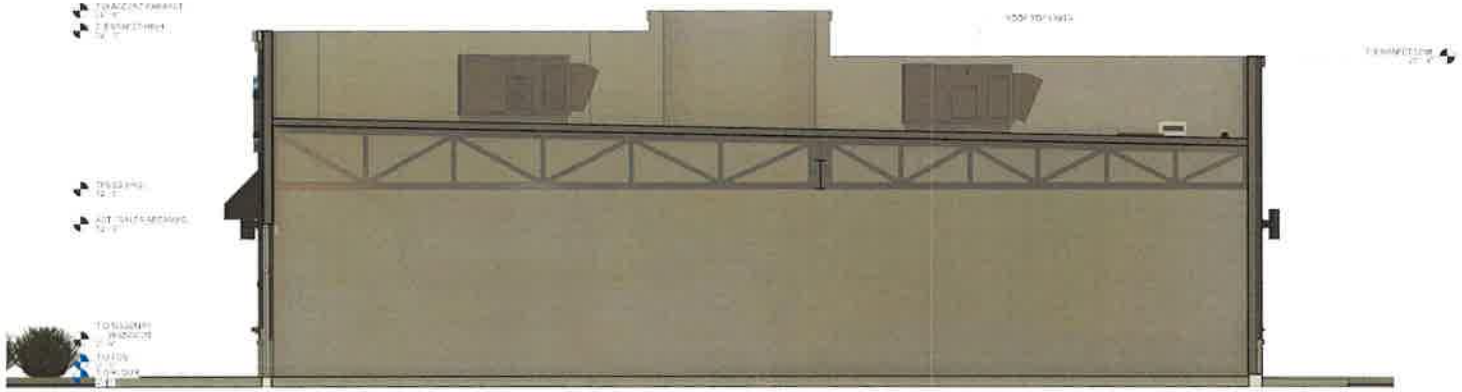
A-08

A SOOSOCIATES
Soos & Associates, Inc.
Architecture

MJK
REAL ESTATE HOLDING COMPANY, LLC
1622 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT
713 & 715 E. PALATINE Rd.
ARLINGTON HEIGHTS, IL
60004

A B C D E



1 BUILDING CROSS SECTION

ISSUE FOR PERMIT

BUILDING SECTION

A-09

1 MULTI-TENANT - VIEW FROM NORTHEAST

2 MULTI-TENANT - VIEW FROM NORTHWEST

A SOOSOCIATES
Soos & Associates, Inc.
Architecture

MJK
REAL ESTATE HOLDING COMPANY LLC

MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT
713 & 715 E. PALATINE Rd.
ARLINGTON HEIGHTS, IL
60004

ISSUE FOR PERMIT

EXTERIOR PERSPECTIVES

A-11

1 MULTI-TENANT - VIEW FROM SOUTHEAST

2 MULTI-TENANT - VIEW FROM SOUTHWEST

A SOOSOCIATES
Soos & Associates, Inc.
Architecture

MJK
REAL ESTATE HOLDING COMPANY, LLC
1672 WILLOW ROAD, SUITE 201
NORTHFIELD, IL 60093

MJK SOUTHPOINT - MULTI-TENANT BUILDING OUTLOT DEVELOPMENT
713 & 715 E. PALATINE Rd.
ARLINGTON HEIGHTS, IL 60004

ISSUE FOR PERMIT

EXTERIOR PERSPECTIVES

A-12

EXHIBIT C

SCHEDULE OF TIF-ELIGIBLE COSTS

MWRD Storm Water Pond Work	$350,000

EXHIBIT D

TOTAL PROJECT BUDGET

4/20/2022 11:06 AM

Arlington Heights, IL
Land 1.23 Acres
CMG - 2,385 SF
Proposed Building 2 - 4,419 SF

Land Cost:		$	1,400,000
ICS Budget	Site Costs	$	1,207,301
ICS Budget	Chipotle Building Costs	$	700,579
ICS Budget	50% Pond Costs	$	175,000
TI - Chipotle	(TI & Slab Allowance)	$	165,000
Pond Costs		$	175,000
WL- Chipotle	(Included in ICS Budget)	$	-
Monument Sign		$	-
Architecture / Engineering		$	100,000
Permits		$	35,000
Leasing Commissions Chipotle		$	75,000
Leasing Commissions Vacant		$	120,000
Legal		$	50,000
Misc		$	50,000
Real Estate Taxes		$	40,000
Loan Fees / Interest		$	50,000
Survey		$	10,000
Building 2 Shell	4,419 SF @ $275 PSF	$	1,215,225
Tenant Allowance 2	4,419 SF @ $45 PSF	$	198,855
Project Cost:		$	5,766,960
Rent: Chipotle	2,385 SF @ $47.50 PSF	$	113,288
Rent - Building 2	4,419 SF @ $45 PSF	$	198,855
		$	**312,143**
Debt: (75% LTC)	$4,325,219.82 (25 YRS @ 4.5%)	$	288,492
Cash Flow:		$	23,651
ROI: (25% Equity)	$ 1,441,740		1.64%

EXHIBIT E

PROJECT TIMELINE

Commencement of Developer Improvements	September 7, 2022
Commencement of Tenant Improvements	January 1, 2023
Completion Date	May 1, 2023

EXHIBIT F

FORM CERTIFICATE OF EXPENDITURE

To: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005
Attention: Village Manager

From: MJR/Southpoint Real Estate Holding Company, LLC (***"Developer"***)

Subject: Redevelopment Agreement dated _____, 2022, by and between the Village of Arlington Heights and MJR/Southpoint Real Estate Holding Company, LLC (***"Redevelopment Agreement"***)

Date: _____

This is a Certification Request, submitted pursuant to Section 7.C of the Redevelopment Agreement, requesting the Manager to approve this certificate of expenditure for the Redevelopment Project Costs detailed in the attached schedule. The undersigned hereby certifies that:

i. The Developer actually incurred such Redevelopment Project Costs;

ii. Such Redevelopment Project Costs are also "redevelopment project costs" as defined in the TIF Act;

iii. The Village Engineer has determined that, based upon an inspection, the Improvements constructed by the Developer pursuant to the Redevelopment Agreement have been completed in accordance with the Redevelopment Plan and the Redevelopment Agreement;

iv. Reimbursement is permitted pursuant to the Redevelopment Agreement, the TIF Act, and the Redevelopment Plan;

v. The Developer is not in default or breach of any obligation under the Redevelopment Agreement which constitutes an Event of Default; and

vi. The Anchor Tenants have commenced occupancy and operations in the Building, in satisfaction of the Redevelopment Agreement.

Terms capitalized herein have the meanings specified in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

MJR/Southpoint Real Estate Holding Company, LLC

By: _____

Its: _____

ATTACHMENTS TO CERTIFICATION OF EXPENDITURE

1. **Schedule of Redevelopment Project Costs**

2. **Bills, contracts, invoices, and other evidence that Developer has incurred and paid all Redevelopment Project Costs**

3. **Sworn statements and lien waivers**

4. **Proof of Anchor Tenant occupancy and commencement of operations.**

EXHIBIT G

TRANSFEREE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 202_, between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation (***"Village"***), and **MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC**, an Illinois limited liability company (***"Developer"***), and _____ (***"Transferee"***).

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Developer certain real property situated in Lake County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (***"Property"***); and

WHEREAS, following the conveyance of the Property by Developer, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____ __, 202_, and recorded in the office of the Lake County Recorder on _____, 202_, as Document No. _____, by and between the Village and Developer (***"Development Agreement"***);

NOW, THEREFORE, in consideration of the agreement of Developer to convey the Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Developer, and the Transferee as follows:

1. **Recitals**. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. **Assumption of Obligations**. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Developer of the Property.

3. **Payment of Village Fees and Costs**. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Developer**. The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the

terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments thereto, and the Village hereby releases Developer from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

_____
Village Clerk

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois municipal corporation

By:_____
Its: Village Manager

ATTEST:

By:_____

Its:_____

MJR/SOUTHPOINT REAL ESTATE HOLDING COMPANY, LLC,
an Illinois limited liability company

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

[TRANSFEREE]

By:_____

Its:_____

Village Board
9/6/2022

Item: Budget Amendment for the ICJIA Grant Funded Community Addiction and Recovery Effort (CARE) Program

Department: Police

The Village of Arlington Heights has been selected as a recipient of grant funding through the Illinois Criminal Justice Information Authority's (ICJIA) Community-Law Enforcement Partnership Deflection Program. The amount of the grant is $149,254.00 and the grant term is July 1, 2022 through June 30, 2023. The request for a budget amendment amount is an approximation for costs related to the program between the months of July and December 2022. This amount is for half of the grant award, the remaining half will be requested in a budget amendment in 2023 to fund the program through June 2023. Pursuant to the Agreement with ICJIA, it is required that the funds be used solely for the purpose of the Village's current deflection program, the Community Addiction and Recovery Effort (CARE). Program elements include: the provision of co-coordinator positions, marketing and public awareness, initial intake and emergency treatment from a medical provider. The Village plans to execute these elements by contracting with current CARE partners or other qualified entities that have extensive knowledge of the Village's program and the overall landscape of the substance misuse environment.

ATTACHMENTS:

Description	**Type**
Ordinance - BA12 - CARE Grant	Ordinance

AN ORDINANCE AMENDING THE ANNUAL BUDGET OF THE VILLAGE OF ARLINGTON HEIGHTS, COUNTY OF COOK, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

WHEREAS, by Ordinance 2021-054, 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, 2022, and ending December 31, 2022; and

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

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

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

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

Account Being Amended	Original	Amendment Incr./(Decr.)	Revised
101-0000-411.70-00	397,104	74,627	471,731
101-3001-511.21-65 PG1901	76,679	74,627	151.306

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 6th day of September 2022.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
9/6/2022

Item: Resolution - Illinois Criminal Justice Authority Grant - CARE Program Funding

Department: Police

The Village of Arlington Heights has been selected as a recipient of grant funding through the Illinois Criminal Justice Information Authority's (ICJIA) Community-Law Enforcement Partnership Deflection Program. The amount of the grant is $149,254.
Pursuant to the Agreement, it is required that the funds be used solely for the purpose of the Village's current deflection program, the Community Addiction and Recovery Effort (CARE). Program elements include: the provision of co-coordinator positions, marketing and public awareness, initial intake and emergency treatment from a medical provider. The Village plans to execute these elements by contracting with current CARE partners or other qualified entities that have extensive knowledge of the Village's program and the overall landscape of the substance misuse environment.
The grant award term is based on the State's fiscal year (July 1, 2022 – June 30, 2023). The grant period ends June 30, 2023. This requires a concurrent ordinance requesting an amendment to the 2022 budget to expend roughly half of these funds in the current FY2022 operating budget. The remaining grant balance will be identified in the preparation of the Police Department's FY2023 budget submission.

RECOMMENDATION
It is recommended that the Village Board approve the attached Resolution Accepting an Illinois Criminal Justice Information Authority Grant in the amount of $149,254 for the Village of Arlington Heights' CARE Program and authorize execution of all necessary documentation.

ATTACHMENTS:

Description	Type
RESOLUTION ICJIA Grant - CARE Program 2022-2023	Resolution

A RESOLUTION ACCEPTING A
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY COMMUNITY-LAW ENFORCEMENT PARTNERSHIP DEFLECTION PROGRAM GRANT

WHEREAS, the Village of Arlington Heights has been selected as a recipient of a grant administered through the Illinois Criminal Justice Information Authority's (ICJIA) Community-Law Enforcement Partnership Deflection Programs in pursuit of improved public safety in Cook County,

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

SECTION ONE: That the Village Board hereby approves the acceptance of the Illinois Criminal Justice Information Authority's (ICJIA) Community-Law Enforcement Partnership Deflection Programs grant in the amount of $149,254.00 to be expended by June 30, 2023.

SECTION TWO: That the Village agrees that the funds from the grant shall be utilized for a law enforcement Community Addiction and Recovery Effort (CARE) deflection program.

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 6th day of September 2022.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board
9/6/2022

Item: Bond Waiver - Patton Elementary School PTA

Department: Building & Life Safety

Background
Patton Elementary School PTA is requesting a waiver of the bond requirement for an upcoming raffle taking place at their PTA Back to School Bash event being held Friday, August 26th. Tickets will be sold the night of the event from 6:00pm to 9:00pm, with the winner being announced at 9:00pm that evening.

Value of prizes: $450.00

Recommendation
It is recommended that the Village Board grant a waiver of the bond requirement requested by the Patton Elementary School PTA.

ATTACHMENTS:

Description	**Type**
Letter	Correspondence

PATTON
PTA
everychild. onevoice.

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

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

August 11, 2022

Dear Village Manager,

I am writing on behalf of the Patton Elementary School Parent Teacher Association (PTA). We are a nonprofit, with current 501c3 status. We are holding a raffle with prizes values at $0 for a PTA Back to School Bash event on Friday, August 26th, 2022. The event will be held at Patton Elementary School in Arlington Heights. Additional details of the event, including proof of our nonprofit status,are included with our application. Please accept this letter as a written request to waive the bond requirement for our event. Please reach out with any questions. Thank you,

Megan Worthington, President
Patton Elementary School PTA

Village Board
9/6/2022

Item: Bond Waiver - Arlington Heights Park Foundation - Golf Outing

Department: Building & Life Safety

Background
The Arlington Heights Park Foundation is requesting a waiver of the bond requirement for their 22nd annual Park Foundation Golf Classic raffle to be held on Thursday, September 29, 2022 at the Arlington Heights Golf Club. Raffle tickets will be sold the day of the event, September 29, from 10:00am to 4:00pm, with the winner being announced at 5:00pm.

Value of prizes: $500.00 - $1,000.00

Recommendation
It is recommended that the Village Board waive the bond requirement as requested by the Arlington Heights Park Foundation.

ATTACHMENTS:

Description	**Type**
Letter	Correspondence

Park FOUNDATION
ARLINGTON HEIGHTS

August 22, 2022

Ms. Valerie Gerstein
Licensing Department
Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, IL 60005

RE: Arlington Heights Park Foundation Golf Outing on Thursday, September 29

Dear Ms. Gerstein:

Attached please find our Raffle License application and tax exempt information for the Arlington Heights Park Foundation's upcoming annual Golf Classic to be held on Thursday, September 29, 2022. We would appreciate your waiving the bond requirement due to the foundation being a tax exempt entity.

Please let me know if you have any questions.

Best Regards,

Jason S Myers

Jason Myers, Treasurer
Arlington Heights Park Foundation

410 N. Arlington Heights Rd | Arlington Heights, IL 60004 | p: 847.577.3008 f: 224.425.4632 | ahparkfoundation

Village Board
9/6/2022

Item: Permit Fee Waiver - Arlington Heights Park District

Department: Village Manager's Office

The Arlington Heights Park District is requesting a waiver of the application fee for a Special Event Liquor License for Oktoberfest, September 24. The cost of the application fee is $25.00.

ATTACHMENTS:

Description	Type
Fee Waiver Letter AHPD	Correspondence

Arlington Heights Park District

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

August 29, 2022

Mayor Tom Hayes
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60004

Dear Mayor Hayes:

The Arlington Heights Historical Museum's Oktoberest event will be held September 24th on the Museum grounds.

We have submitted online a local liquor license application from the Arlington Heights Park District DBA the Arlington Heights Historical Museum.

This year the Arlington Heights Park District will be handling the sale of alcoholic beverages during the event (beer and wine only.) A verification of the Arlington Heights Park District liquor and general liability coverage was included in the online application.

We would appreciate the Village processing the local license so we may proceed to secure the State license for the event. We would also appreciate since it is a Historical Museum/ Park District event that the permitting fee be waived.

As always, thank you so much for your continued support of the Museum. If you have any questions, please do not hesitate call.

Sincerely,

Carrie A. Fullerton

Carrie A. Fullerton, CPRE
Executive Director

Village Board
9/6/2022

Item: Financial/Economic Impact/Market Analysis Request for Proposals Award of Consultant

Department: Planning & Community Development

Request

Consideration and approval of consultant selection for fiscal economic impact and market analysis of proposed redevelopment of property commonly known as Arlington International Racecourse.

Recommendation

It is recommended that the Village Board authorize the Village Manager to enter into an agreement with Hunden Strategic Partners for a financial, economic impact and market analysis for the proposed redevelopment of the property formerly known as Arlington International Racecourse. Hunden Strategic Partners consultant fees would be approximately $118,000 plus ongoing consultancy at hourly rates. It is further recommended that the consultant contract be funded from the escrow funds provided by the Chicago Bears Football Club and the Village's Capital Projects Fund reserves.

ATTACHMENTS:

Description	Type
Memo - Financial/Economic Impact/Market Analysis Request for Proposals Award of Consultant	Memorandum
Hunden Final Proposal	Exhibits
Hunden - Resolution	Resolution
AH Economic Consulting Agreement - Hunden	Agreement

MEMORANDUM

TO: Randy Recklaus, Village Manager

FROM: Charles Witherington-Perkins
Director of Planning and Community Development

DATE: August 23, 2022

SUBJECT: Financial/Economic Impact/Market Analysis Request for Proposals Award of Consultant

Request

Consideration and approval of consultant selection for fiscal economic impact and market analysis of proposed redevelopment of property commonly known as Arlington International Racecourse.

Background

The Village of Arlington Heights issued a Request for Proposals from consultants to provide financial, economic impact and market analysis to assist the Village in evaluating plans, studies, and proposals that may be submitted by the Chicago Bears Football Club for the proposed redevelopment of Arlington International Racecourse property with a mixed-use redevelopment. Arlington International Racetrack was an iconic landmark in the Village and the Chicago metro region for almost 100 years. The property consists of 326 acres of prime real estate, and creates a center of opportunity for a dynamic and unique redevelopment. In early 2021, the owner of the property Churchill Downs Inc. announced the closure and sale of the property ending the racetrack's storied history. In the summer of 2021, the Village drafted overlay zoning district standards for the property. The purpose of the overlay zoning district was to establish guidelines specific to the property to faster and implement thoughtful redevelopment of the property. This was envisioned to be the first step of many in the process to redevelop the property. Towards the end of September 2021, the Chicago Bears Football Club and Churchill Downs announced that they had executed a purchase of sale agreement of the property. The Village drafted a Request for Proposals that was released in June to select specialized consultant firms that have experience in stadium, mixed-use development type developments. Deadline for consulting teams to submit proposals to the Village was mid-July.

Scope of Work

The overall objective of the consultant assignment is to evaluate, review, research, and present findings and recommendations to the Village. The consultant is also expected to represent the best interests of the Village throughout the assignment. The Village is seeking experts and certain disciplines to augment its internal Staff on this important and exciting project. The selected consultant will be responsible for providing the Village with services, including the following:

Step 1. Consultant must evaluate preliminary plans and financial economic analysis provided by the Chicago Bears organization, which evaluation will include:

a. Conducting a peer review of the initial high-level economic impact assessment submitted.

b. Providing findings of peer review identifying areas of concern, deficiencies, assets and benefits.
c. Providing high level opinion on financial feasibility and economic benefit or impact upon the Village.

Step 2. Consultant must perform an independent market analysis, which will include:
a. Comparable Stadium and Entertainment District research and projections for the Village, including evaluating estimated new tourism impacts.
b. Mixed use development profiles and best practices.
c. Annual ongoing operational projections for all anticipated local government expenses and outline potential cost recovery structures.
d. Detailing deal structures and public sector financing mechanisms.

Step 3. Consultant must provide a financial analysis that includes a future financial analysis for all project components to ensure the proposed redevelopment results in a net positive fiscal impact upon Arlington Heights.

Step 4. Consultant must assist the Village to negotiate deal points, including deal points relating to:
a. Financing incentives.
b. Linked key development components.
c. State, county, and other public financing and/or grants/partnerships and funding mechanisms.
d. Community benefit agreements.

Step 5. Consultant must provide a report, executive summary and recommendations on each of the above tasks.

Step 6. Consultant must provide ongoing advice to the Village during the planning and negotiation stages of the project.

Step 7. Consultant must prepare and deliver reports and presentation to the Village Board, stakeholder groups and the public at community meetings.

Budget and Process

The Request for Proposals was released to eight firms that specialize in fiscal impact analysis for sports stadiums and mixed-use developments. A pre-proposal meeting was held with the consultant teams. Four proposals were submitted to the Village by the deadline. Due to the nature of the assignment and materials yet to be received from the Chicago Bears Football Club, portions of the assignment would be at an ongoing consultancy hourly rate. Additionally, consultant firms provided estimates on the number of hours necessary to conduct the first three steps of the scope of work, including peer review, market research and developing a fiscal model. The scope of work necessary for each step in the process may be adjusted upon receipt of materials from the Chicago Bears Football Club. Therefore, the selection focused on the experience of the consultant team. However, the consulting fees provided by the consulting firms

ranged from approximately $90,000 to $159,663. Some firms provided estimates for ongoing consultancy, although these services would be performed at hourly rates. The staff selection team (Randy Recklaus, Tom Kuehne, and Charles Witherington-Perkins) reviewed all four proposals in detail and selected two firms for interview. The funds to pay for the selected consultant comes from the Chicago Bears Football Club, which have placed funds in escrow held by the Village to provide these services, and the Village's Capital Projects Fund reserves.

Selected Firm

The Staff selection team recommends the consultant team of Hunden Strategic Partners, including Strategic Partner Steve Haemmerle and partners at Husch Blackwell. Hunden Strategic Partners specializes in providing advisory services of destination real estate development, economic development and tourism led by CEO Rob Hunden. Hunden Strategic Partners has worked on more than 1,000 projects or studies in the past 25 years, with more than $20 billion in projects built or currently underway. Over the past nine months, Hunden has been working on an NBA District in Milwaukee and NFL/NHL deals in Virginia and Arizona. Steve Haemmerle Strategic Partner is currently working with Hunden on NFL stadium research, negotiations and advisory assignment in the northeast. He was formerly Executive Vice President of Navy Pier from 2011-2019 and was responsible for real estate development at Navy Pier during that time period. Husch Blackwell is a national law firm specializing in sports venue, structures and negotiations. Husch Blackwell recent engagements have included representing the city of Oakland, the city of Anaheim, and the city of Phoenix.

Recommendation

It is recommended that the Village Board authorize the Village Manager to enter into an agreement with Hunden Strategic Partners for a financial, economic impact and market analysis for the proposed redevelopment of the property formerly known as Arlington International Racecourse. Hunden Strategic Partners consultant fees would be approximately $118,000 plus ongoing consultancy at hourly rates. It is further recommended that the consultant contract be funded from the escrow funds provided by the Chicago Bears Football Club and the Village's Capital Projects Fund reserves.

C: Thomas F. Kuehne, Director of Finance

CW-P:lmp

Request for Proposals:

Analysis of Proposed Redevelopment of Property Commonly Known as Arlington International Racecourse

Submitted to:

Charles Witherington-Perkins,
Director of Planning & Community Development
Village of Arlington Heights
Attn: Department of Planning & Community Development
33 S. Arlington Heights Road
Arlington Heights, IL 60005
cperkins@vah.com

Rob Hunden, CEO
Hunden Strategic Partners
213 W Institute Place, Suite 707
Chicago, Illinois 60610
rob@hunden.com

July 12, 2022

Charles Witherington-Perkins, Director of Planning & Community Development
Village of Arlington Heights
Attn: Department of Planning & Community Development
33 S. Arlington Heights Road
Arlington Heights, IL 60005
cperkins@vah.com

Analysis of Proposed Redevelopment of Property Commonly Known as Arlington International Racecourse

Mr. Charles Witherington-Perkins,

The Hunden Strategic Partners Team (Hunden or Team), including strategic partner Steve Haemmerle and partners at Husch Blackwell (HB), is pleased to respond to the Village of Arlington Heights' (Village or Client) request for a proposal to evaluate an NFL stadium-anchored mixed-use development at the former Arlington International Racecourse property (Project). Services will include assisting the Village in the evaluation of the Project submitted by the Chicago Bears Football Club (Chicago Bears), as well as independent market demand, financial feasibility and economic impact analysis to determine the potential public benefit of the Project.

Hunden Strategic Partners is uniquely qualified to complete the scope of work requested by the Village of Arlington Heights. The firm specializes in providing advisory services at the intersection of **destination real estate** development, **economic** development, and **tourism** development. Sports-mixed-use districts with professional stadiums or arenas as their catalytic anchor are a key focus for Hunden all day, every day. Hunden has a passion for data-driven analytics that lead to sound and actionable strategies for a sustainable stadium and mixed-use district business plan. Ultimately, the analysis will deliver financial and economic impact projections generated with assumptions gathered from our independent market assessment, as well as our peer review of the team's proposal. Using best practices and comparable stadium district research, our geofencing data tracking tools (placer.ai), and decades of experience in assessing these types of developments, we will provide independent recommendations on the best path forward for the Village related to this deal. You have questions, and we will produce answers that will allow the Village to confidently chart a path forward.

Hunden Strategic Partners, *led by CEO Rob Hunden*, is a trusted advisor for destination real estate development, providing market and financial feasibility analysis, economic, fiscal and employment impact studies, financing strategy, and project implementation services. Hunden has worked on more than 1,000 projects or studies in the past 25 years, with more than $20 billion in projects built and successful, or currently underway. Our clients seek to achieve economic development through critical asset growth. Hunden's background in economic, real estate and tourism development combine to make the firm a unique resource to represent public-sector clients looking to execute transformative developments sustainably. Over the past nine months, Hunden has been working on an NBA District (Milwaukee), and NFL/NHL stadium deals and districts in Virginia and Arizona.

Husch Blackwell, *led by Denver Office Managing Partner Kevin Kelley and Partner Andrea Austin*, is a national law firm with a sports venue team that structures, negotiates, and documents deals for clients across the United States. Whether a sports facility project is a new ground-up development, a renewal of terms requiring additional capital improvements, or a significant redevelopment, the firm works closely with community leaders, team owners and financial advisors to clarify each party's obligations and contributions and how the parties will respectively benefit. Because no pro sports venue is exactly like any other, HB tailors their approach to each venue's unique circumstances, with expertise to cover every aspect of a sports venue project – from financing and land acquisition to intellectual property and community benefits.

You will deal directly with Rob Hunden as the primary contact and signatory of any contracts. Hunden Strategic Partners will provide all these assets under a time structure and pricing that is flexible to the needs of the Village of Arlington Heights. We appreciate the opportunity to work with you.

Sincerely,

Robin Scott Hunden, CEO
213 W Institute Place, Suite 707
Chicago, IL 60610
rob@hunden.com
[redacted]
Office: 312-643-2500

TABLE OF CONTENTS

1. Firm History
2. Resumes
3. Sub Contractors
4. Relevant Experience & References
5. Approach & Schedule
6. Cost Proposal & Fee Schedule
7. Litigation Disclosure
8. Insurance Requirements

FIRM HISTORY

hunden strategic partners

Full Service Real Estate Development Advisory Practice

CHICAGO

MINNEAPOLIS SAN DIEGO

Hunden Strategic Partners provides a variety of advisory and consultant services for all stages of destination development, including: Placemaking and Tourism Assessments; Project Implementation Services; Real Estate Market, Financial Feasibility and Development Consulting; Economic, Fiscal and Employment Impact Analysis (Cost/Benefit); Organization Development; Public Incentive Analysis; Economic and Tourism Policy/Legislation Consulting; Research and Statistical Analysis; and Developer Solicitation and Selection, Private Management Company Solicitation and Selection.

Since its incorporation in 2006, professionals at Hunden Strategic Partners have provided all of the above services for hundreds of client projects worldwide for the public, non-profit and private sectors. Additionally, Hunden professionals have prior professional experience in municipal and state government, economic and real estate development, and hotel operations. **More than 80 percent of Hunden's clients are public-purpose entities, such as municipalities, counties, states, convention bureaus, authorities and other quasi- government entities charged with managing real estate, economic, and tourism development**.

Hunden specializes in the intersection of tourism development, economic development, and destination real estate development. Hunden has a passion for data-driven analytics and recommendations that lead to sound and actionable strategies for development success. We cannot and will not take a cookie-cutter approach like some national firms do.

The firm's areas of expertise include:

- Major League Stadiums
- Arenas
- Fairgrounds & Expo Centers
- Multipurpose Event Centers
- Retail & Restaurant
- Mixed-Use & Entertainment Districts
- Office, Educational, Medical
- Residential
- Boutique Hotels & Resorts
- Convention & Conference Centers
- Convention Headquarter Hotels
- Youth Sports Tournament Complexes
- Arts & Cultural Facilities
- Mall Redevelopments

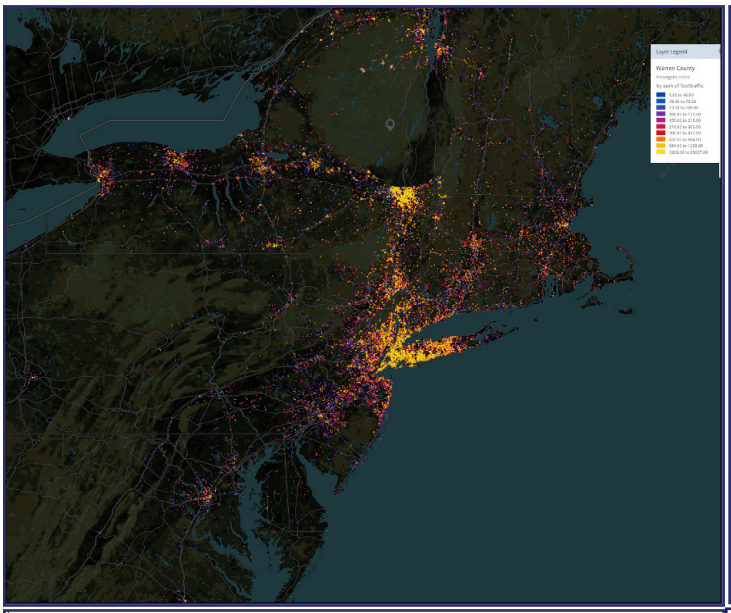
Firm Information:
Address: 213 W Institute Place, Suite 707, Chicago, IL 60610
Phone: 312-643-2500
Number of Full-Time Employees: 12
Email: rob@hunden.com

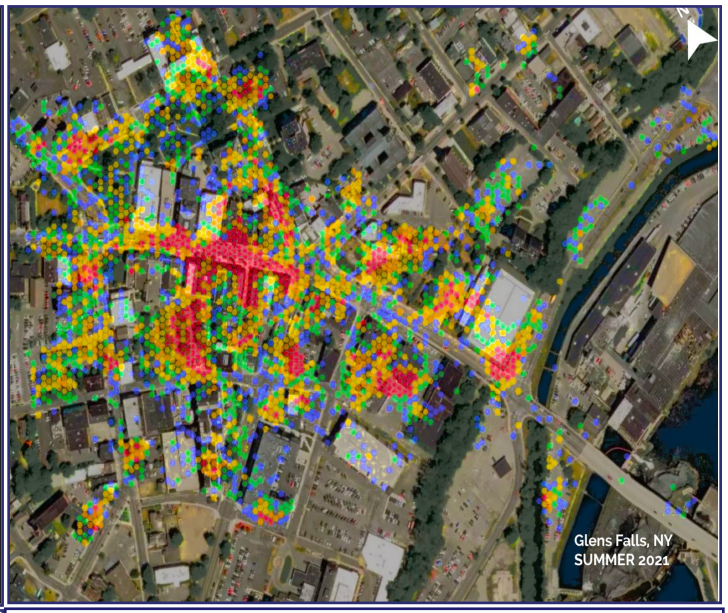
Unique Attributes - What Sets Us Apart?

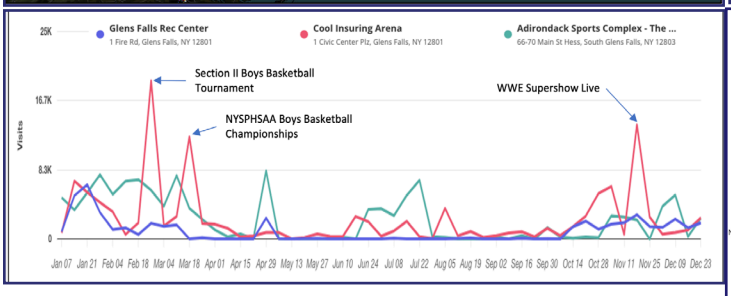
Hunden Strategic Partners' methodology includes over 50 years of combined professional experience achieved through research and studies, stakeholder response techniques, and investments in resources for properly vetted and valuable, targeted data. Through data tools and resources, Hunden will assess the Project's ability to capture local and regional market demand, inform financial projections and economic impact projections, and determine the public benefits.

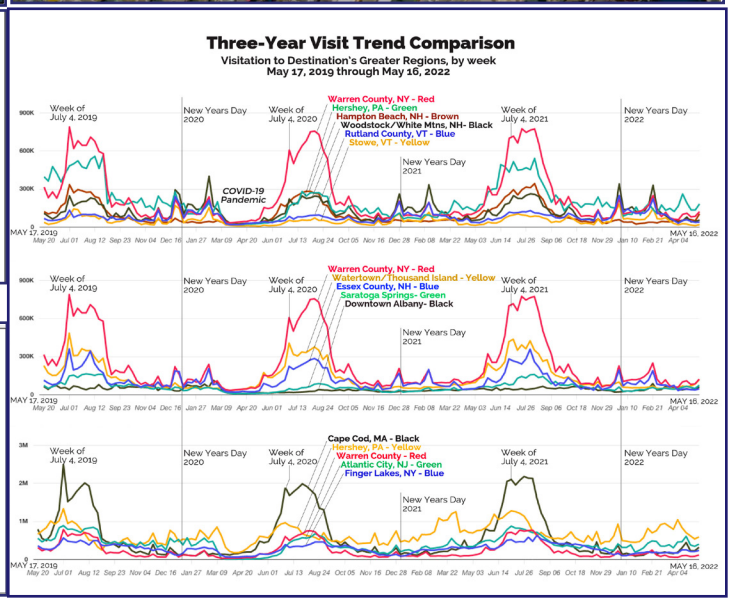
Hunden is now one of the only boutique firms in the country to translate years of industry knowledge into **placemaking-driven studies and action plans**. We don't just study one type of development. Instead, we combine our data-driven research with a comprehensive view of a destination as a whole. This leads to performance-benchmarking and actionable recommendations. Our process also includes critical case studies of comparable and competitive communities/ developments to determine current best practices and plausible opportunities.

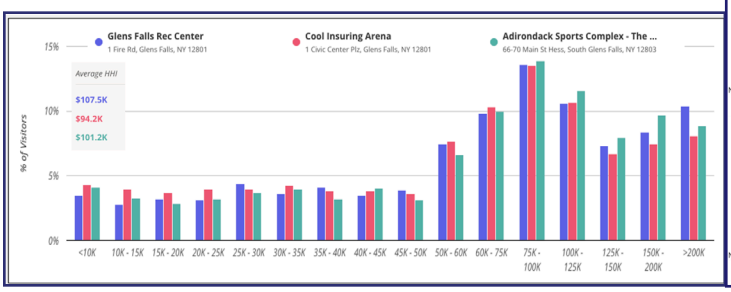
Hunden invests in **geofencing research technology** through Placer.ai as a key resource to study customer origin and traffic analytics for sports venues, hotels, resorts, events centers, retailers, restaurants, specific events, downtowns, and districts. We can determine consumer behaviors and visitor origins dating back to 2017. This helps us understand comparable and competitive activity in relation to the project area. Hunden creates custom data analytics and maps that illustrate primary trade areas, visitor origin, and demographics.











SELECT RELEVANT HUNDEN EXPERIENCE

Charlotte, NC - MLS Bank of America Stadium Impact
Chester, PA - MLS Stadium & Entertainment District
Chicago, IL - White Sox Stadium Entertainment District
Dallas, TX - Rangers Stadium Relocation Impact

MLS Stadium & Entertainment District - PA

Dallas, TX - Dallas Convention Center & Destination District
Fort Worth, TX - Arena/Convention/Hospitality District
Fort Worth, TX - Historic Stockyards Entertainment District
Indianapolis, IN - NBA Arena, NFL Stadium & Event District
Kansas City, MO - T-Mobile Center/KC Power & Light District
Lexington, KY - USL Stadium & Entertainment District
Long Island, NY - Nassau Coliseum Renovation & Mixed-Use District
Louisville, KY – Multiple Downtown Destination Projects
Lubbock, TX - MiLB Stadium Study
Middletown, OH - NCHL Arena & Mixed-Use District
Milwaukee, WI - 8-Block NBA Deer District Mixed-Use Study
Northeast - NFL Stadium Study & Deal Negotiations
Overland Park, KS - BluHawk Sports + Mixed-Use Development
Papillion, NE - Generations Development Sports + Mixed-Use
Pawtucket, RI - USL Stadium & Mixed-Use District
Richmond, VA - NCHL Arena & Mixed-Use District
Sacramento, CA - Sacramento Kings Golden 1 Center Deal Terms

NHL Arena & Entertainment District - AZ

San Diego, CA - NFL Chargers Stadium & Events District
San Juan, PR – T-Mobile Nightlife & Entertainment District
Suffolk County, NY - USL, Arena,& Convention Center District
Sun Prairie, WI - Tourism Development Master Plan
Tempe, AZ - NHL Arena & Mixed-Use District
Toronto, ON – Woodbine Live! Entertainment District
Wild Horse Pass, AZ - Sports/ Mixed-Use & Entertainment District
Windsor, CO - USL Stadium & Youth Sports Entertainment District

150+ destination/ entertainment district studies

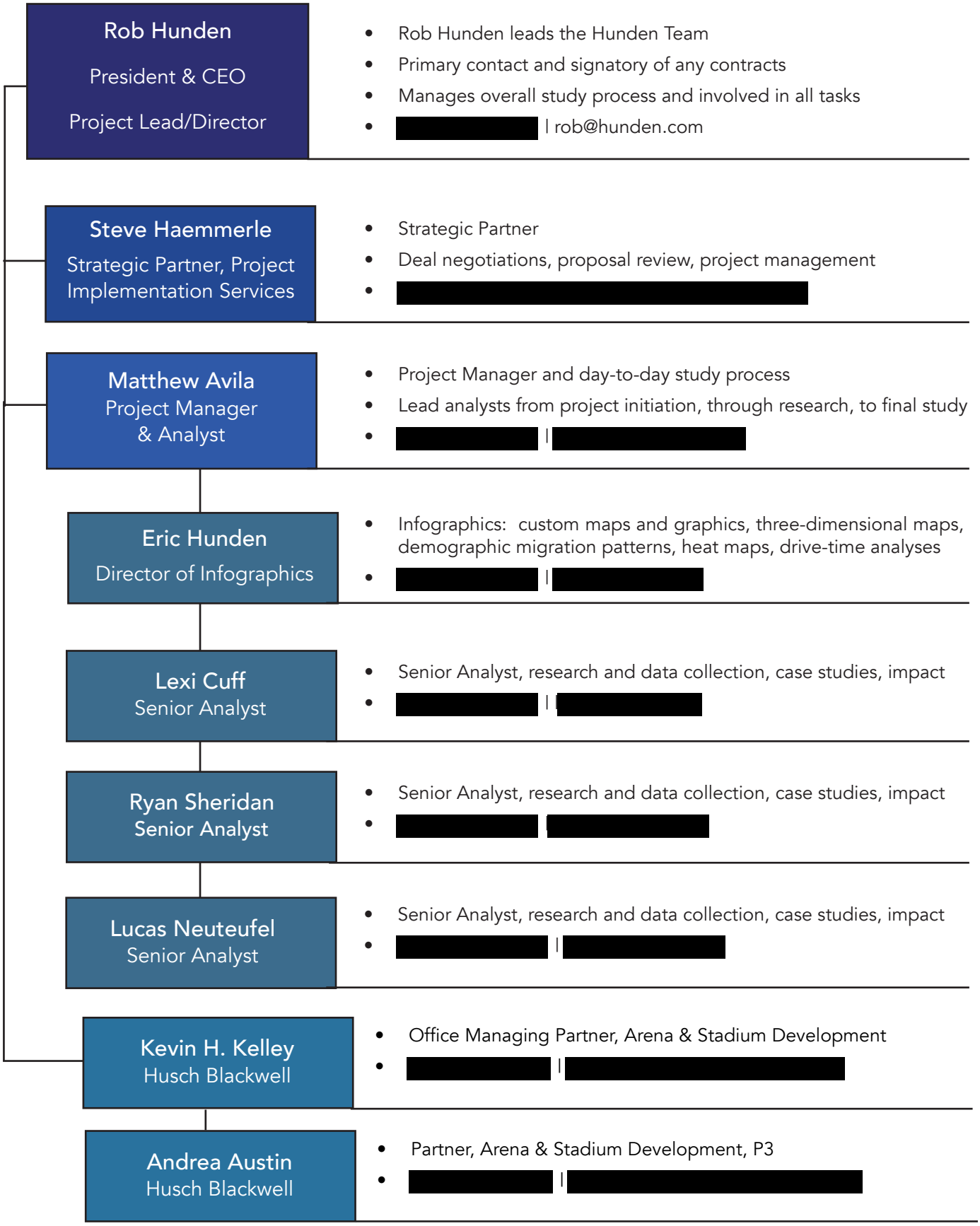
1000+ market, financial feasibility & impact studies

65+ stadium and arena studies

80% of studies completed for cities, DMOs and other public-purpose entities over the last 16 years

RESUMES

Organization Chart



Rob Hunden

President & CEO

Chicago, Illinois

Hunden is an industry expert in the financial analytics of stadium-anchored mixed-use destinations.

Hunden and his firm offer extensive experience in the economics of all manner of unique real estate projects, including state-of-the-art stadiums, arenas and event centers, mixed-use districts, hotels, indoor and outdoor sports complexes, tourism projects, and entertainment districts. Over the past 25 years, Mr. Hunden has provided economic development, finance and planning expertise and conducted roughly 1,000 feasibility and economic impact studies, including for some of the most notable projects in the U.S. He has had a hand in the development of more than $20 billion in completed/underway, transformative projects, including arenas, convention centers, major convention hotels, compelling boutique hotels, entertainment districts, theme parks and major tourist attractions. Rob has written articles on downtown developments and taught college-level Destination Development courses. He has conducted IEDC panel discussions and taught numerous professional development courses for IEDC over the past 20 years.

Quick Facts:

28 Years of Industry Experience

Incorporated Hunden Strategic Partners in 2006

Indiana University Kelley School of Business, BS Finance '94

Experience with Major League Sports Venues. Mr. Hunden has a strong history of studying major league stadiums and arenas and their respective programming, premium seating components, amenities, financials and economic impacts, and surrounding destination districts. Hunden presents the annual State of the Industry for pro stadiums at the ALSD Design & Build Conference and keeps a database of facilities for the industry. In just the past year, Hunden has worked on NFL, NBA and NHL deals and districts, plus numerous minor league stadia and districts.

Unique Destination Assets Assessments. Mr. Hunden specializes in the assessment of unique destination asset viability for growing communities across the country. He and his team have tackled aquariums, theme parks, breweries and distilleries, museums, observation decks, boutique hotels, and cultural arts centers, among many other niche developments.

Recognized Industry Leader. Mr. Hunden's career arc includes both the public and private sectors, including at the Indianapolis Bond Bank, managing placemaking development projects for the Mayor's Office in the mid-90's. Over the past 25 years, he has become an industry thought leader, expert, and frequent speaker and author in the economics of placemaking.

Career Background

Hunden Strategic Partners, Chicago, 2006 - Present

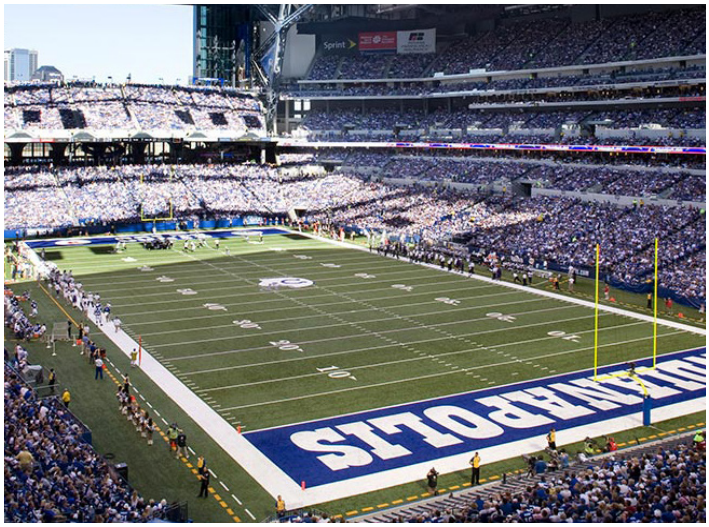
Johnson Consulting, Chicago

Grubb & Ellis, Chicago

Landauer, Chicago

Indianapolis Bond Bank/Mayor's Office, Indianapolis

Huckaby & Associates, Washington, D.C.



Steven Haemmerle

Strategic Partner, Project Implementation Services

Chicago, Illinois

Steven Haemmerle is a senior real estate professional with over 30 years of public, private, and not-for-profit real estate experience, including strategic planning, the development of high-profile mixed-use projects, large-scale project management, architecture, and real estate operations. Steve has a unique understanding of real estate strategy, is skilled at organizing and completing complex projects, leading experienced teams of professionals, and developing projects in the public, private, and not-for-profit sectors.

Mr. Haemmerle is **currently working with Hunden on the NFL stadium research, negotiations and advisory assignment in the Northeast.** On this assignment for Arlington Heights, he will act as a strategic partner alongside Hunden to provide the requested proposal review, best practices recommendations and project implementation services. Hunden and Haemmerle have a strong working relationship that dates back nearly 10 years.

Steve is currently the Managing Principal of Strategic Redevelopment Advisors, a company that he formed in 2019 to provide advisory services to public sector, commercial, and not-for-profit clients enabling them to conceptualize and realize their real estate development objectives.

Steve served as Executive Vice President of Navy Pier, Inc. from 2011 to 2019, and was responsible for all real estate development at Navy Pier. During Steve's tenure there, he worked with the Urban Land Institute to gather recommendations for the redevelopment of Navy Pier; helped form the not-for-profit, Navy Pier, Inc.; directed the creation of the Centennial Vision, the framework plan for the redevelopment of Navy Pier; and hosted an international design competition that resulted in the hiring of James Corner Field Operations, who gave shape to Navy Pier's Pierscape.

Much of the transformation of Navy Pier has been completed, including its exterior public spaces and the retail portions of the interior. Steve negotiated agreements with the architects, consultants, and contractors for the project as well as leases with Chicago Children's Museum and Chicago Shakespeare Theater that allowed them both to expand their presence at the Pier. Steve sourced and negotiated a complex air-rights lease with a private entity for the development and operation of a hotel and rooftop venue at the Pier's historic East End. All told, nearly $375M has been invested in Navy Pier since 2010.

Steve has extensive experience conducting proposal reviews for transformative projects, including:

- Solicited, reviewed and negotiated design-build proposals for the $850M McCormick Place West Expansion.
- Responsible for overseeing the design and initial design-build activities for the addition of a 465-room tower and the renovation of the existing 800 rooms at the Hyatt Place Regency McCormick Place.
- Created and directed the international design competition and contract award for the design of the public space improvements at Navy Pier in Chicago.
- Directed to solicitation, review and subsequent award for the design and construction work at Navy Pier.

Directed the solicitation, review, and award of a long-term ground lease with a private developer for the development of a $120M hotel and adjacent dining and entertainment spaces at the east end of Navy Pier.

Quick Facts:

30+ Years of Industry Experience

MBA from the University of Chicago Booth School of Business Bachelor of Architecture from University of Notre Dame

Matthew Avila

Project Manager

Chicago, Illinois

As Project Manager at Hunden, Matthew leads clients through every step of the study process, from kickoff meetings and stakeholder interviews to management of deliverable creation and final presentations. He collaborates closely with CEO Rob Hunden to execute quality assurance processes that lead to the highest quality final product.

His areas of expertise include stadiums and arenas, mixed-use district components, such as meeting and convention centers, residential, retail, office, entertainment and attraction, and restaurant. Matt also leads research efforts and creates custom mapping for entertainment venues, hotels and convention centers, community recreation centers and tournament sports complexes. These involve a deep understanding of the competitive supply and potential demand for local, regional and national usages. He has worked on more than 100 market, financial, and economic impact analyses, including incremental tax revenue analysis. His clients include both the public and private sector.

Quick Facts:

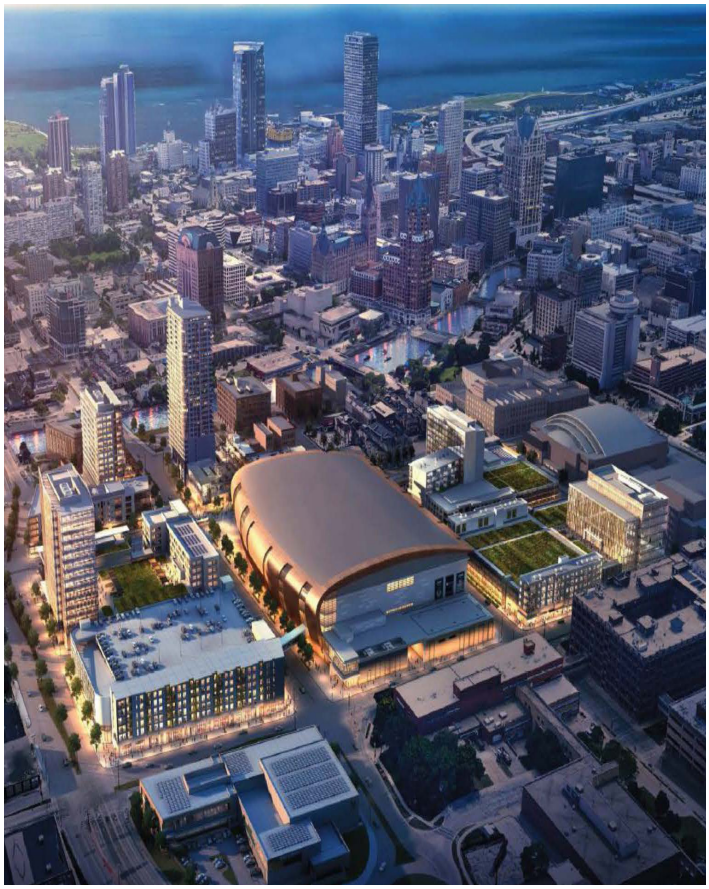
Indiana University Kelley School of Business

BS Finance and Real Estate Concentration

Stadium-Anchored Mixed-Use Districts. Matthew has conducted in-depth market research and presented comprehensive findings and data-driven recommendations to clients related to mixed-use developments. He understands the critical balance between market supply and demand gaps, industry trends, and future performance projections that all contribute to answering key questions. Most recently, he has worked on assessments, deals and mixed-use districts in the past year for the following major league sports venue types:

- NBA,
- NFL, and
- NHL, in addition to a number of minor league deals.

Major League Sports Trends. Mr. Avila works prepares and updates Hunden's database for professional sports stadiums, arenas and facility trends and surrounding entertainment districts. Matthew leads the preparation of Hunden's annual "State of the Industry" presentation at the Association of Luxury Suite Directors (ALSD) national and international conferences, showing all of the deal and development trends in the industry.



Eric Hunden

Infographics Director

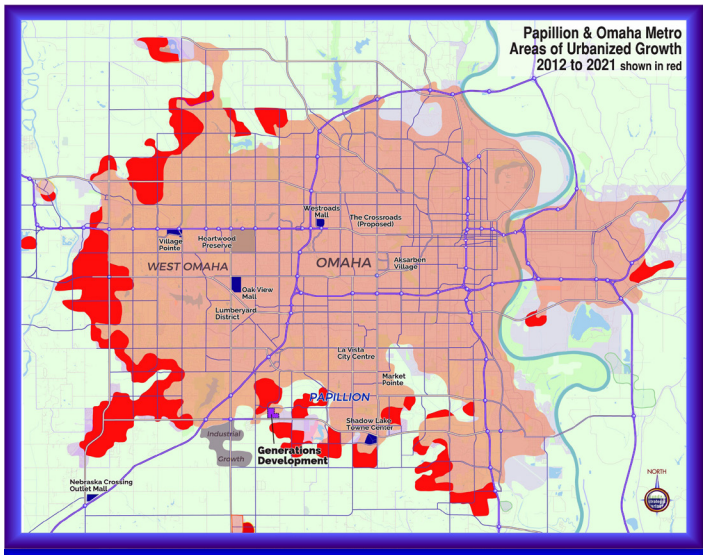
Minneapolis, Minnesota

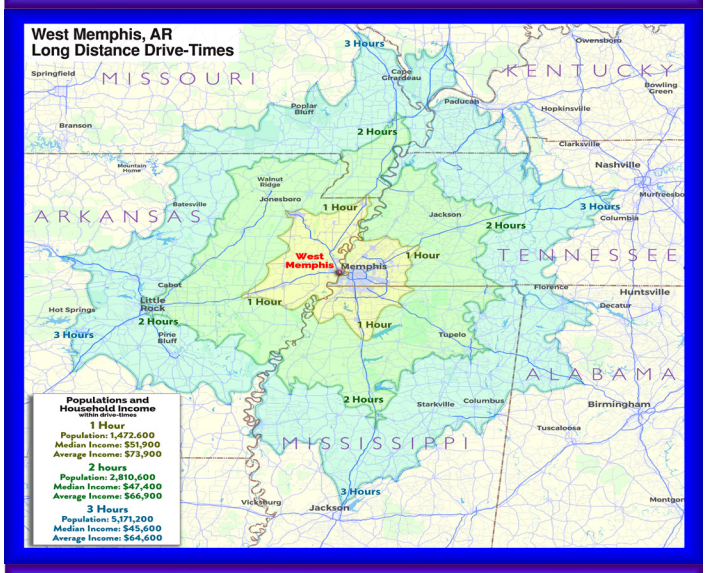
As Hunden's infographics director, Mr. Eric Hunden provides nearly 30 years of experience in demographic research, case studies and complex mapping and design.

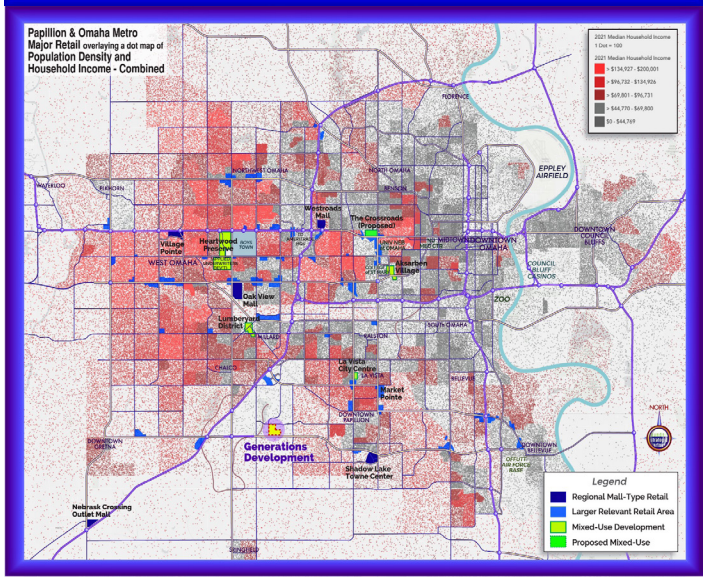
Since Hunden's founding in 2006, Eric has brought important contextual understanding and research related to real estate, regional and cultural analysis, in addition to critical research for economic, demographic, media and market studies. Eric has worked on more than 700 assignments, providing market analysis, mapping and case studies. His specialty is communicating concepts and important information through varying types of maps and graphics, including three-dimensional downtown maps, demographic migration pattern maps, drive-time analyses and competitive marketplace maps.

Prior to working with Hunden, he founded Big City Maps (BCM) in Minneapolis and was a map artist for mapformation.com, North America's largest custom mapping company. In both capacities, he developed research and mapping analyses for over one hundred locations, concentrating on traditional urban cores and neighborhoods, retail and entertainment districts — including the Walt Disney World smart phone application map — and college campuses.

Prior to Hunden and BCM, he worked for the Indiana Department of Transportation.







Quick Facts:

Kansas State University

BS Geography, with Academic Emphasis in Architecture and Urban Planning

SUB CONTRACTORS

Industry Background – Professional Sports Venues: Planning, Development and Use

Husch Blackwell's sports venue team structures, negotiates and documents deals for clients across the United States.

Whether a sports facility project is a new ground-up development, a renewal of terms requiring additional capital improvements, or a significant redevelopment, we work closely with community leaders, team owners and financial advisors to clarify each party's obligations and contributions and how the parties will respectively benefit. Because no pro sports venue is exactly like any other, we tailor our approach to each venue's unique circumstances, with expertise to cover every aspect of a sports venue project – from financing and land acquisition to intellectual property and community benefits.

RECENT MAJOR & MINOR LEAGUE EXPERIENCE

Oakland A's Ballpark
Charlotte Hornets - Spectrum Arena
Angels Stadium of Anaheim
Seattle Mariners
Milwaukee Bucks
Phoenix Suns
Sacramento Kings
Milwaukee Brewers
NRG Park
Fresno Grizzlies/City of Fresno, CA
El Paso Chihuahuas
Memphis Redbirds

+ Husch Blackwell does not have any current or past litigation to summarize from the past five years.

HUSCH BLACKWELL

HUSCH BLACKWELL

Kevin H. Kelley

Office Managing Partner

Denver, CO
Office: [redacted]

Kevin focuses his practice on the intersection of real estate, public-private partnerships and social infrastructure development.

He advises public sector clients on major league sports facility transactions, structures public-private partnerships for public sector and higher education clients, and navigates complex mixed-use and re-use development projects that transform communities. Kevin, the Managing Partner of the firm's Denver office, also advises clients on the acquisition, development, financing, operation and disposition of multi-family, senior housing, hotels and resorts, industrial, office, retail properties and self-storage facilities. Kevin previously chaired the firm's Investment Real Estate and Housing groups.

Education

J.D., University of Virginia School of Law
- Virginia Journal of Natural Resources Law, notes editor

B.A., Washington and Lee University
- summa cum laude
- Distinguished Military Graduate

Kevin's notable engagements include:

- Representing the City of Oakland in negotiating terms for the City's investment in infrastructure related to the Oakland A's proposed waterfront ballpark district on the San Francisco Bay and extension of the A's commitment to call Oakland its home.
- Representing the Charlotte Hornets in redevelopment of Spectrum Arena and development of a new training facility.
- Representing the City of Phoenix to renegotiate the Suns' agreements for Talking Stick Resort Arena, including negotiating a $230 million renovation of the facility and new non-relocation provisions.
- Representing the public owner of T-Mobile Park in renegotiating the Seattle Mariners' lease, with extensive new provisions that ensure the ballpark will remain in the top one-third of all MLB ballparks.
- Representing the Wisconsin Center District in the development of the new $524 million Fiserv Arena for the Milwaukee Bucks.
- Representing the City of Anaheim in negotiating the structure of the sale of Angel Stadium of Anaheim to an affiliate of the L.A. Angels of Anaheim, with 150+ acres of adjacent land for development of affordable housing and mixed-use development.
- Representing the City of Phoenix in renegotiating the Milwaukee Brewers' use agreements for the city-owned spring training facilities, which included extending their term and negotiating the terms of conveying development rights to the Brewers for new mixed-use development on city-owned land.
- Representing the City of Sacramento in the development of the $477 million Golden 1 Center arena for the Sacramento Kings.
- Representing Denver's Regional Transportation District in the redevelopment of the city's historic Union Station using both public and private funds to create a mixed-use project of public transportation, a boutique hotel and retail, food and beverage, and office spaces.
- Supporting a private sector developer in transaction structuring for redevelopment of an entire city block in downtown Denver.

HUSCH BLACKWELL

Andrea Austin

Partner

Denver, CO
Office: [redacted]

Andrea focuses her practice on professional sports facility transactions, public-private partnerships and infrastructure development.

She is adept at assisting clients with structuring and negotiating sports facility deals for high profile professional league transactions, negotiating and documenting P3 infrastructure development projects, and crafting agreements for mixed-use development.

Services

Arena & Stadium Development
Public Private Partnerships (P3)
Infrastructure Development
Real Estate Transactions, Investments & Funds

Education

J.D., Marquette University Law School
- magna cum laude

M.G.A., University of Pennsylvania
- Sweeney Scholar

B.A., Stanford University
- With distinction

Highlights of Andrea's recent engagements have included:

- Representing the City of Oakland in negotiating and drafting transaction documents for the development by the Oakland A's of a new waterfront ballpark and mixed-use development.
- On behalf of the Charlotte Hornets, negotiating and drafting transaction documents for the extension of the Hornets' term at Spectrum Arena, the multi-season renovation and ongoing capital improvement of Spectrum Arena, and development of a new high performance training facility for the team.
- On behalf of the City of Anaheim, negotiating and drafting transaction documents for the sale of Angel Stadium of Anaheim to a team ownership affiliate, and spearheading the City's diligence.
- Representing the City of Phoenix in its negotiations with the Phoenix Suns to extend the team's term at Talking Stick Resort Arena, including negotiating a reallocation of responsibility for capital improvements at the arena and structuring the terms of a $230 million renovation of the facility.
- Representing the public owner of T-Mobile Park in renegotiating the Seattle Mariners' lease, with extensive new provisions that incorporate significantly improved community benefits, shift responsibility to the Mariners for upgrading the ballpark over time, and protect the public's investment.
- Representing the City of Phoenix in renegotiating the Milwaukee Brewers' agreements for use of the city-owned Cactus League spring training facilities, which included extending their term, negotiating a new non-relocation agreement, and structuring the development rights for the Brewers to undertake a significant mixed-use development of adjacent city-owned land.
- Negotiating and drafting the primary agreements for a $1.5 billion redevelopment of the Kansas City Airport's terminal modernization program.
- Supporting development of a privately owned high-speed rail project in Southern Nevada.
- Coordinating development of a $12 billion horizontal infrastructure plan on behalf of the Regional Transportation Commission of Southern Nevada.

RELEVANT EXPERIENCE & REFERENCES

NFL Stadium & Mixed-Use District Studies & Negotiation Advisory Services

Northeast, USA (2021 - Present)

Hunden was retained by a municipal Client to complete a third-party economic impact study related the proposed development of a new Major League Stadium in Northeast, U.S. The team was accepting competing bids from regional sites to negotiate and build a new stadium and surrounding district for the Team and franchise. Hunden was retained to provide advisory services throughout the negotiations and bid process to present the strongest proposal to the Team. Hunden's scope of work included **market performance and competitive data to create the financial models/projections for the mixed-use district components, including restaurant, retail, residential, office, entertainment, amphitheater, gaming, team headquarters, practice facility, and youth sports complex**.

Hunden is making recommendations related to the ideal mix of uses for the district development surrounding the stadium. Hunden is also managing site and program verification conclusions, conceptual design drawings to define the master plan, and overall Project scope. For each component recommended, Hunden conducted a demand, financial and fiscal impact model. Hunden created line item detail of revenue and expenses for each component, resulting in net operating income that will support debt service and support tax projections.

Hunden's economic, fiscal and employment impact analysis is determining the direct, indirect and induced impacts, including the tax revenues that are generated by projected visitors to the project. Hunden is creating impact models for both the County and the State. The project is ongoing, and **Hunden continues to lead advisory services and negotiations amongst the public sector and the team**.

NFL Stadium & Convention Center Feasibility, Impact, & Deal Analysis

San Diego, California (2016)

Hunden worked with Conventional Wisdom Corporation and the San Diego Charges to perform **a multi-pronged public sector financial risk and impact analysis study related to the proposed San Diego Convention Center and Stadium Project** initiated by the San Diego Chargers NFL franchise. Hunden studied the likely market that the Project would penetrate for sports, concerts, meetings, conferences and conventions, the experience of other similar facilities and cities, and the ultimate impact that the Project would have on the City of San Diego.

Hunden's analysis showed that the proposed Project would have a major positive impact on the City of San Diego's hotel receipts and the overall local economy, due to the new, retained and expanded events that the proposed facility would accommodate compared to the status quo.

The key findings of the study revealed that the Project would generate more than 200,000 San Diego hotel room nights annually, would lead to major ADR increases, would lead to hundreds of new events and thousands of attendees. The fiscal impact, like with many major league stadium deals, would not necessarily generate the net new fiscal revenues to overcome the size of the public sector investment.

However, the alternative of this project was the loss of the team and the proposed event and convention facility, which is ultimately what occurred after the public vote to fund the project failed to achieve the two-thirds majority required.

Deer District - NBA Arena Mixed-Use Entertainment District

Milwaukee, Wisconsin (2021 - 2022)

Hunden Strategic Partners provided a **market demand and highest and best use analysis for the remaining parcels available for redevelopment in Milwaukee's Deer District surrounding the Fiserv Forum arena**. Fiserv Forum, a 714,000-square foot sports and entertainment facility, is home to the Milwaukee Bucks and Marquette Men's Basketball.

Hunden studied the following potential mix of uses for the six available parcels of land:

- Office,
- Live-work residential,
- Entertainment,
- Retail and restaurant,
- Hotel, and
- Outdoor market.

A master plan was completed for the Deer District in January 2019. Hunden's analysis built off of the findings and recommendations gathered during that process. Hunden presented the Client with market-driven recommendations for the optimal mix of uses across the six parcels. Hunden also prepared detailed demand and financial projections for each of the recommended uses. The team is moving forward with Hunden's comprehensive mixed-use recommendations, including eight different transformative uses.

NHL Arizona Coyotes Arena & Mixed-Use Entertainment District

Tempe, Arizona (2021 - 2022)

Hunden Strategic Partners is providing consulting services to evaluate a proposal for the development of a new mixed-use sports and entertainment district anchored by the Arizona Coyote's new NHL arena. A proposal was submitted to the City of Tempe for this complex development, and Hunden worked on behalf of the public sector to evaluate the proposed development plan, as well as the financial feasibility of all elements proposed. Hunden then conducted an analysis of the anticipated economic impact, fiscal projections, and public health benefits.

The developer's response to the City's RFP detailed a two phase 3.4-million square foot development, estimated to cost $1.9 billion. The proposed Project would be the new, long-term home to the NHL Arizona Coyotes. Surrounding the anchor arena, a mixed-use development with components of retail, hospitality, office, and residential elements would be built. The development will be completed in two phases, the first phase breaking ground by the third quarter of 2022. The construction period for the arena is anticipated to cost an estimated $578 million and span two years, ending in 2024. The ancillary entertainment district is anticipated to be fully built out by 2027 with an estimated cost of $1.1 billion. Upon completion, the Tempe Entertainment District (TED) will contain the 16,000-capacity NHL arena, 1,675 residential units, 313,000 square feet of retail and restaurant space, 320,000 square feet of class A office space and 500 hotel rooms.

At the conclusion of Hunden's initial study, the City received a report that reviewed all documents in the developer's proposal, reviewed relevant national stadium project case studies, reviewed relevant Arizona Revised Statutes, analyzed the economic impact and public benefit as provided, and summarized findings and possible solutions for elements that made this project unsuccessful related to public benefits.

In summer of 2022, the Tempe City Council voted to move forward with negotiations based on Hunden's study.

MLS Stadium-Anchored Mixed-Use Waterfront District Master Plan

Philadelphia/Chester, Pennsylvania (2019 - 2020)

Hunden led the mixed-use market analysis for a proposed MLS stadium-anchored mixed-use district. Hunden led the study effort as part of NBBJ's team that was preparing a master plan for a section of the Delaware River Chester waterfront. The goal of the plan was to **build upon the existing assets and transform the area surrounding the Philadelphia Union major league stadium**. Existing assets include:

- The 18,500-seat Subaru Park,
- The Delaware River,
- The Commodore Barry Bridge and Barry Bridge Park,
- The 1.5-mile Chester Riverwalk, part of the East Coast Greenway, and
- The 400,00-square foot Wharf office building

The Riverfront Alliance of Delaware County was looking to make the area more than just a place to go to work or to see a soccer game. The specific target area extends from Highland Avenue to the Delaware River, from Norris Street to Route 291. In addition, major corridors, such as Flower and Engle Street, providing direct connections to the waterfront were considered as part of the planning area. The master plan addressed in-depth market conditions and reuse options, land use, parking demand and analysis, transportation and trail alignment and connections, environmental and maritime issues, landscape architecture and enhancement of public spaces.

MLB Texas Rangers Stadium Relocation Economic Impact Study

Dallas, Texas (2015)

Hunden Strategic Partners performed an economic, fiscal and employment impact analysis for two Dallas projects: the proposed expansion of the Kay Bailey Hutchison Convention Center and the potential development of a new MLB park for the Texas Rangers in the Dallas city limits.

The Kay Bailey Hutchison Convention Center was proposed to be renovated and expanded to include a new major ballroom, numerous new breakout meeting rooms and an overall renovation to elevate the aesthetic and functional quality of the entire building.

The Texas Rangers Ballpark portion of the analysis examined the possible development of a new MLB park in downtown Dallas. From the perspective of the ballpark proponents, recapturing local Dallas spending that was currently going to Arlington was the goal, as well as the expected synergistic development and spending that would occur around a new ballpark in Dallas.

Hunden **analyzed how the projects would impact the city in terms of new spending, taxes and employment**. The study also included a comparison of other MLB stadium deals and what level of support the public sector would likely need to provide in order to lure the team to downtown and in a new stadium.

Indiana Pacers NBA Arena & Mixed-Use Market Demand, Financial Feasibility & Economic Impact Analysis

Indianapolis, Indiana (2009 - 2010)

Hunden worked for the Indianapolis-Marion County Capital Improvement Board and Indianapolis Bond Bank to study the value of the team to Indianapolis/Marion County during a renegotiation of the lease in Bankers Life Fieldhouse, as well as a mixed-use district adjacent to the venue. Hunden provided the City with a report showing the economic, fiscal and employment impact of the Indiana Pacers on the community. Hunden considered other major league arena deals and compared and contrasted those with how the Pacers were faring as managers of their facility. It also **highlighted the importance of the arena and the Pacers as anchor tenants in the sustainable success of downtown**. The loss of the team would seriously weaken the financial support structure for many of downtown's key assets. This report helped rationalize fiscal support for the Team, helped the City and Capital Improvement Board determine the new agreement with the team and explain to the citizens of the community the true value of the team to the city, especially downtown.

Tangentially, Hunden was retained to analyze a development **proposal to create a mixed-use project that would connect the Pacer's arena and district** with Eli Lilly's corporate headquarters campus just south of the downtown core. Hunden analyzed the Cityway project's market and financial feasibility, as well as impact on the City, TIF generation, and its ability to support the proposed financing structure. The project's first phase consisted of two apartment buildings, a high-end conference hotel of 148 rooms, a large YMCA facility and multiple retail and office spaces. The second phase included additional apartments and retail/restaurants.

The analysis included a review of the developer's request for public financing assistance beyond the TIF-supported bonds. The team, district and City have been successful as a result of the work Hunden completed.

MLB Chicago White Sox District Master Plan, Including Financial Feasibility & Economic Impact

Chicago, Illinois (2006 - 2008; 2011)

Hunden Strategic Partners has been engaged on multiple occasions by the Illinois Sports Facilities, owner of the Chicago White Sox stadium (previously U.S. Cellular Field). Initially, Hunden was engaged on a master planning project **analyzing the market and financial realities associated with a major, long-term redevelopment surrounding the stadium**. While the likelihood of developing the project was unclear, the analysis considered market conditions and analyzed a mix of uses that included:

- A 225-room hotel and conference facilities
- 1,400 residential units
- 300,000 square feet of retail and restaurant space
- 5,000 parking spaces

Hunden developed the market and incentive analysis for components of the project, made recommendations for the master plan and projected the demand and financial performance for each piece of the development. Hunden represented the Stadium Authority in presenting the proposed district to team ownership and calculated the economic, employment and fiscal impact of the project for the city and state.

USL Stadium-Anchored Mixed-Use Redevelopment, Including Market Demand, Financial Feasibility & Economic Impact

Pawtucket, Rhode Island (2020)

Hunden performed a market and financial feasibility study, as well as an economic, fiscal, and employment impact analysis related to TIF recapture, in connection with elements of a proposed mixed-use redevelopment plan along the riverfront in Pawtucket.

The Client was interested in emphasizing and supplementing the growing interest in soccer in the Pawtucket and Rhode Island Region. The project was proposed to have a new state-of-the-art, 11,000-seat USL stadium as an anchor and home to the newest USL franchise. The stadium, in tandem with the other mix of elements in the proposed project, was proposed to draw residents and visitors alike to downtown Pawtucket and **establish the area as a world-class tourism destination.** Other elements in the mixed-use riverfront development included an indoor flexible event space, 120-200 room hotel, retail, office, residential, and parking spaces.

Hunden analyzed United Soccer League and USL stadium industry trends, the USL stadium market potential in Pawtucket and comparable market and stadium performance, as well as local and regional sports facility supply and demand and tournament opportunity. The extensive market research on all of the proposed uses **led to implications for the client's site plans and recommendations for any program changes**. Finally, Hunden conducted demand and financial projections and economic, fiscal, and employment impact projections for the recommended mix of uses.

Mixed-Use Development Proposal Review: USL Stadium, Convention Center & Arena District

Suffolk County, New York (2019 - 2020; 2022)

Hunden led the sports, stadium, entertainment and convention portion of the real estate market demand analysis and feasibility study as part of the Ronkonkoma Vision Project for a new mixed-use development near the Ronkonkoma Station on the Long Island Railroad. The study included market validation for the appropriate amount and mix of uses to be sure that the development, as currently proposed by the developer, was feasible in the marketplace, realistic, and still contained the compelling mix of uses, nodes and anchors that would sustain the area for the next generation.

The study contained estimates of supply and demand for the following uses: USL stadium, arena, convention and meeting/tourism facilities, youth sports complex, convention hotel, office, medical, restaurant, multifamily, and retail. Hunden's work provided historic and projected demand in all of these categories, and an analysis of the estimated demand and financials of the recommended mix of uses.

As noted above, the study included an assessment of the potential for a new USL stadium as part of the mixed-use development. The current estimate for size range of this asset is 5,000 – 7,000 seats. Hunden's research revealed that the lack of professional sports tenants in the Long Island area presents an opportunity to attract multiple minor league sports tenants to the development. A mid-sized stadium should be designed with the ability to accommodate a tenant to generate consistent event days.

At the conclusion of the study, Suffolk County had a comprehensive understanding of the highest and best uses for the site, the future market potential and the feasibility for all of the viable potential uses proposed by the developer. In 2022, Hunden completed additional financial modeling scenarios for various development pieces to reflect updated programming and scenarios.

MLS Stadium Economic Impact Analysis & Franchise Deal Advisory

Charlotte, North Carolina (2019)

Hunden Strategic Partners (Hunden) worked with the City of Charlotte to provide a high-level economic impact assessment of the proposed major league soccer (MLS) venue, MLS franchise, and associated facility amenities redevelopment in Charlotte.

A private development group was proposing this new development and asking for significant taxpayer investment from the City of Charlotte ($100-$215 million). The project included:

- Major renovations to the Bank of America Stadium,
- Franchise fees,
- New Headquarters at the old Eastland Mall property, and
- Additional amenities.

Hunden completed the first phase of work for the City, which included a high-level **economic and employment analysis of the proposed project elements**.

In 2020, Charlotte's Major League Soccer franchise unveiled the club's official team name, crest and colors.

KC Power & Light District Market Demand, Financial Feasibility & Economic Impact Study & T-Mobile Center Public Sector Risk Analysis

Kansas City, Missouri (2004; 2005; 2009 - 2010)

Hunden worked with the Economic Development Commission on downtown Kansas City developments, including the T-Mobile Center and Power & Light District, from inception to development execution. The project, proposed by The Cordish Companies, was a seven-block downtown redevelopment between the convention center and the arena and included a retail and entertainment area of approximately 461,000 square feet. Hunden was specifically requested by the City due to his work reviewing Cordish's development in Louisville (4th Street Live!). Hunden worked directly for the EDC and the City's financial advisor on the project, Oppenheimer.

Hunden was re-engaged to complete an update of the report as the project program expanded from its original concept. The project opened in 2007, transformed downtown, and helped increase conventions from 27 to 41 annually (to date). The vacant surface parking lots were replaced with a vibrant go-to destination for locals, visitors, and conventions.

Hunden was re-engaged again by the Downtown Council to **measure the impact of the Power & Light District on the city, as well as the impact of Sprint Center (now T-Mobile Center), the convention center expansion, a future NBA/NHL team and a 1,000-room convention hotel**.

Additionally, Mr. Hunden completed two studies related to the Sprint Center (now T-Mobile Center) arena located in downtown Kansas City, Missouri. The first assignment was for the Kansas City Civic Council as it reviewed the proposed development agreement between the City and AEG, the developer and manager of the facility. Hunden was contracted to review the deal points for the project and make suggestions for improving the public's long-term position and protect them from risk. The second study was a study of the market, financial and economic impact of the arena on Kansas City since it opened.

Dallas Convention Center District Financial Feasibility & Impact Study

Dallas, Texas (2021 - Present)

Hunden Strategic Partners led the **convention center and mixed-use development market, financial and impact analysis** as part of the larger WSP master plan team contracted to complete the facilitation and development of the Kay Bailey Hutchison Convention Center Dallas (KBHCCD) Master Plan. The implementation of the master plan is projected to be a 10-year phased approach with the end-goal to provide recommended expansion/modification for the facility. The Master Plan was focused on finding solutions for revenue-generating development that provides continuity between the KBHCCD, other City-owned properties, private development(s), and transportation initiatives.

Hunden conducted a convention center market analysis for the KBHCCD facility, including review of current offerings, historical performance, and business model review. The scope also included an economic, demographic, and tourism analysis, a comprehensive convention center competitive set analysis, support amenity analysis, and a headquarter hotel and hospitality package analysis. Hunden then worked with the planning team to create a convention center needs and program for the expansion/modification of KBHCCD.

Once the program was established, Hunden created demand and financial projections to determine how the market would absorb the recommended expanded facility. From there, Hunden completed economic, fiscal, and employment impact models to determine the direct, indirect, and induced impacts generated by projected visitors to the expanded KBHCCD. Hunden and strategic partner Kirk Slaughter provided business planning support and recommendations related to the overall governance and funding structures for the master plan. Hunden's work contributed to the overall creation of the final master plan presented to the City of Dallas.

The team continues to work with the City to refine the plan, program, projections, and funding execution.

Arena-Anchored Entertainment District Development Feasibility, Economic Impact & STAR Bond Financing Analysis

Overland Park, Kansas (2019 - Present)

Hunden was retained by the City of Overland Park to perform a **market, feasibility, economic impact, retail sales, and sales tax studies for the proposed Bluhawk master development**. The project was set for development on 100 acres of land located between 159th Street, 167th Street, US Highway 69 and Antioch Road. One of the main anchor components of the project was a multi-sport complex – an approximately 300,000 square-foot multi-sport indoor athletic complex for regional sports tournaments and local sports leagues, practices and community wellness.

The Multi-Sport Complex design and operation plan was to attract and host sporting events and tournaments for multiple sports, including local, regional and national hockey, basketball, volleyball, soccer, and futsal tournaments, practices, and clinics. The Multi-Sport Complex will also include supporting amenities that will serve both participants and spectators, including without limitation, food services, team meeting and party rooms, and viewing mezzanines overlooking the fields and courts.

The sports park was proposed to be one piece within the mega mixed-use development that was also set to include a 3,500-seat arena/civic and community center to host sporting events and concerts, retail, restaurant and entertainment space, a neighborhood shopping center, three new hotel developments, class A office space, and residential multifamily developments. The project was seeking use of various public tax investments, including Sales Tax Revenue (STAR) bond financing, Community Improvement District (CID) financing, and Transportation Development District (TDD) financing. Hunden's analysis included projections related to the use of these public investment tools.

The Bluhawk district is approaching approvals for development, construction and financing.

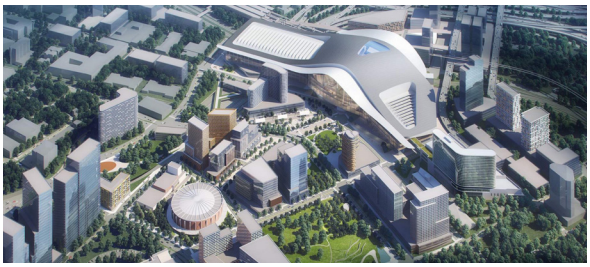
References

NFL: East Coast Stadium & District Deal Negotiations
Client Contact: Christina Winn, Executive Director of Prince William County Department of Economic Development | [redacted] | [redacted]

NHL: Arizona Coyotes Arena & Entertainment District Study - Tempe, AZ
Client Contact: Maria Laughner, Economic Development Program Manager for the City of Tempe | [redacted] | [redacted]

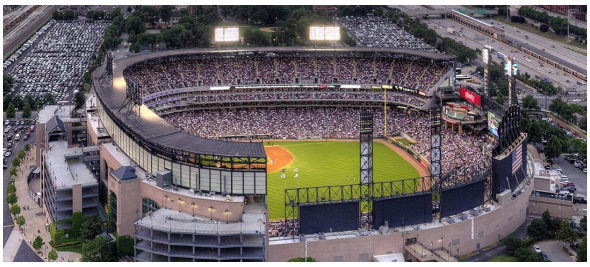
NBA: Milwaukee Bucks Deer District - Milwaukee, WI
Client Contact: Peter Feigin, President of the Milwaukee Bucks | [redacted] | [redacted]

Public Assembly Venue & District: Dallas Convention Center & Mixed-Use District - Dallas, TX
Client Contact: Rosa Fleming, Director of Convention and Event Services for the City of Dallas | [redacted] | [redacted]
Client Contact: Craig Davis, President & CEO of Visit Dallas | [redacted]



USL: Stadium-Anchored Entertainment District - Pawtucket, RI
Client Contact: Dan Kroeber, Fortuitous Partners | [redacted]

MLB: White Sox Stadium District - Chicago, IL
Client Contact: Perri Irmer, President & CEO of DuSable Museum of African American History | Former Executive Director at Illinois Sports Facilities Authority | [redacted]



APPROACH & SCHEDULE

Understanding of the Assignment

The Village of Arlington Heights (Village or Client) is seeking proposals for market demand, financial feasibility, and economic impact analysis services to evaluate an NFL stadium-anchored mixed-use development at the former Arlington International Racecourse property (Property or Project). The Hunden Strategic Partners Team (Hunden or Team), including strategic partner Steve Haemmerle and partners at Husch Blackwell (HB), proposes to act as a vital partner to the Village throughout this critical due-diligence and planning period. Hunden will evaluate plans, studies and proposals submitted by the Chicago Bears Football Club (Chicago Bears or Bears), as well as conduct data-drive market research and comparable developments/major league deals to determine the likely performance and impact of the proposed Project on the 326-acre site. Hunden will provide the Client with a comprehensive study and report that outlines implications, findings and recommendations for the proposed Project. Hunden is prepared to represent the best interests of the Village throughout the study process. Hunden specializes in the very development type proposed and we have analyzed nearly every major league stadium + mixed-use district combination in the U.S. This gives us a running start to get your analysis and peer review completed timely at a competitive fee.

For nearly 100 years, the Property was an iconic landmark in Arlington Heights and known to all of Chicagoland and beyond. Then in 2021, Churchill Downs, Inc. announced the closure and sale of the 326-acre Arlington International Racecourse. The Village then drafted and adopted overlay zoning district standards for the Property that established guidelines to foster and implement thoughtful redevelopment, such as creating a unique, regional, "one-of-a-kind" mixed-use district. Later that year, Churchill Downs and the Chicago Bears reached a purchase agreement for the Property. It is now time for the Village to augment its internal staff with advisors experienced in major league and related mixed-use developments, as discussions continue with the Chicago Bears about the future of the Property.

Hunden Strategic Partners is passionate about fulfilling the role of third-party strategic partner to the public sector and providing unbiased market, financial feasibility, economic impact and deal structuring consulting services. Hunden proposes to conduct a thorough review of the Chicago Bears' proposal and accompanying feasibility study/financial projections from HR&A (the Peer Review). In order for the most accurate peer review to be conducted, Hunden will simultaneously conduct our own market analysis and determine the highest and best program mix of uses for the site, which may be different from what the Bears proposed. This independent analysis will then lead to a demand and financial analysis, an economic impact and public benefit (tax and jobs) analysis, which will ultimately lead to a summary of implications, findings and recommended next steps for the proposed stadium district development. By completing our independent study at the same time as the peer review, the work will be as complete as possible in as short a timeframe as possible.

At the conclusion of Hunden's process, the Village will receive a report that provides details regarding the following scope tasks/outcomes:

- Peer review of all documents, plans and projections in the Chicago Bear's proposal identifying areas of concern, deficiencies, assets and benefits,

- Independent market analysis, including:
  - Review of comparable national stadium and entertainment district case studies and best practices,
  - Mixed-use development profiles and best practices,
  - Best practices on deal structures and public financing mechanisms for this type of development
  - Local real-time market analysis of each proposed real estate use
- Independent financial projections for all proposed and recommended components,
- Independent economic, fiscal and employment impact projections,
- Assistance in negotiation of deal points relating to financing incentives, other funding mechanisms, key development components, and community benefit agreements, and
- Final report and presentation to the Village Board of Trustees, stakeholders and the public at community meetings.

We understand that this process and scope of work will require an expert level of flexibility and adaptability depending upon the Bears' proposal contents, the continued communication between the Village and the Bears, and community needs. Hunden remains flexible and is prepared to adjust this scope of work as the Village requires.

Approach to Scope of Work

Hunden proposes the following approach and methodology to complete the scope of work requested by the Village of Arlington Heights:

- Task 1: Kickoff and Project Orientation
- Task 2: Peer Review of the Chicago Bears Proposal
- Task 3: Independent Market Analysis: Comparable NFL Stadium and District Research
  - Task 3.1: Economic, Demographic and Tourism Analysis
  - Task 3.2: Comparable Stadium and Entertainment District Case Studies
  - Task 3.3: Mixed-Use District Market Assessments, Including:
    - Residential
    - Hotel
    - Office
    - Entertainment
    - Restaurant/Retail
    - Other uses, as identified
- Task 4: Financial Analysis

- Task 4.1: Demand and Financial Projections
- Task 4.2: Economic, Fiscal and Employment Impact Analysis

- Task 5: Executive Summary of Implications and Prescriptive Recommendations
- Task 6: Deal Point Recommendations
- Task 7: Negotiating Deal Points and Ongoing Services

Task 1: Kickoff and Project Orientation

Project Initiation	Site Visit	Project Schedule
We initiate our projects with a Client kickoff call to meet the intended Project contacts, gather background data, and understand the key questions. It is followed by a memo outlining our process.	The site visit trip includes tours of the site(s), area, and competitive venues, Client and key stakeholder meetings, interviews with from a variety of local private and public organizations, and data collection efforts.	After the site visit, we will have a recap call with the Client to review data collected, address any new questions or concerns, and set milestone dates for the rest of the project output.

Hunden will perform following orientation and due diligence-oriented tasks:

- Obtain information and data from the Village of Arlington Heights, the Chicago Bears, Bears consultant team, community leaders, and any other appropriate agencies as identified in consultation with the Client.
- Tour the area, the proposed site, and understand other demand generators in the area (sports, entertainment, events, etc.).
- Gather background information and context related to the Project.
- Gather and review relevant economic, demographic, tourism and other data.

Task 2: Peer Review of the Chicago Bears Proposal

This task will review the proposed Project plan and financial analysis as provided by the Chicago Bears, including the proposed stadium, amenities, and the desired surrounding mix of uses, and how all the pieces have been conceptualized to-date. Details will include, as available:

- Project concept,
- Financial Feasibility Analysis as provided by Chicago Bears,
- Sizing for each component,
- Market assumptions,
- Proposed project cost,

- Financing and budgets,
- Public investment required,
- Parking needs and projections completed,
- Layouts, drawings, and plans, and
- Any other development characteristics deemed appropriate.

Hunden will identify areas of concern, deficiencies, assets and benefits to the Bears' plan, as well as provide the Village with a high-level opinion on financial feasibility and economic benefit or impact to the Village. Given that much research will need to be conducted as part of Task 3 to make strong conclusions about Task 2, Hunden will conduct the peer review and market analysis in concert, along with the best practices research for comparable development around the NFL and other major leagues. Hunden has recently completed much similar research for our work assessing options on another major East Coast NFL deal currently in play, which provides you with immediate initial information that we can share and update to the needs of this analysis.

Task 3: Independent Market Analysis: Comparable NFL Stadium and District Research

Task 3.1: Economic, Demographic, and Tourism Analysis

Hunden will evaluate Arlington Heights' position as an economic center of activity, demographic growth and characteristics, accessibility, as well as a destination for daytrip and overnight visitors (today and implications for the future with this development). This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility and transportation links,
- Adjacent communities, location with Chicagoland, centrality of population and Bears fans,
- Trends in population growth and income,
- Corporate presence, major employers and any significant recent or likely future changes,
- Cores of economic activity, major retail/restaurant nodes, office nodes, and residential growth areas, and
- Arts, culture and entertainment assets.

ESRI Neighborhood Analysis, Placer.ai Analysis and CoStar Insights. Hunden utilizes the latest market data, visitor origin data, demographic data, psychographic data and other resources to determine a comprehensive view of your marketplace.

Task 3.2: Comparable Stadium and Entertainment District Case Studies

Hunden will prepare case studies on select comparable NFL stadium-anchored mixed-use developments and their financing deals/structures. The comparable research will include intelligence on the public/private financing mix for other NFL stadiums and districts as available and relevant to the Village's situation. Details may include the amount that other cities/counties/states contributed to this type of stadium and district development, district financing structures (TIF, Super TIF, etc.), outcomes and performance figures, and lessons learned.

Stadium Deals. Hunden will assess details, deal points, public financing elements, private financing and commitments for other major league deals, especially in larger markets. Often what is reported in the press is not clear and does not present the actual breakdown of public and private funding commitments and sources of funds. Most deals include numerous nuances that, once understood, show that the public sector, especially in large markets, do not contribute as much to new NFL or other major league stadiums as many believe based on the press. In other instances, such as in smaller markets, the public sector often provides much more than is understood. Hunden will cut through the clutter to show what was committed on both sides and the implications for a large market team like the Bears. The comparable deals will include breakdowns of the city, county and state contributions and/or tax streams.

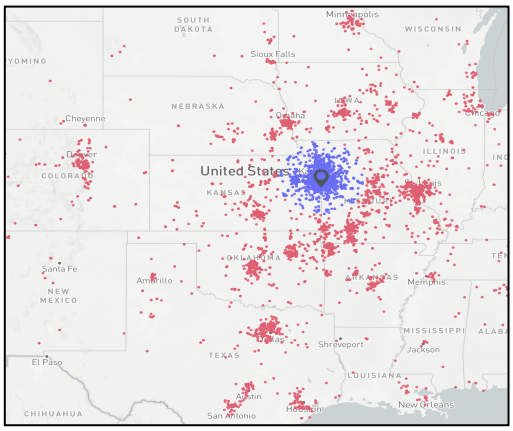
District Cast Studies surrounding major league venues. Hunden will assess key data points including:

- Program mix and sizing of uses (retail, restaurant, office, residential, entertainment, public space, youth sports, etc.,
- Phasing and timing of the district development,
- Uniqueness of tenants and authenticity of design and development,
- Accessibility,
- Walkability,
- Adjacent developments and communities, general context,
- Performance (as available),
- Attendance and origin of visitors, along with demographics, seasonality, non-game day performance, etc.,
- P3 models, financing options/structures (as available), and
- Critical factors to success or failure.

Visitor/Customer/Resident Profiles. Hunden has invested in **geofencing research technology** as a key resource to study customer origin and traffic analytics for stadiums, event facilities, hotels, retailers, restaurants, and other relevant businesses. This critical tool gives us an edge in helping destinations determine consumer behaviors and visitor origins dating back to 2017. Geofencing research technology helps us understand comparable and competitive arena activity in relation to the Project area. Hunden will determine primary trade areas, visitor origin, demographics, time of day/day of week activity level, and

other datapoints that provide insight into user group behaviors. Analysis of this information allows us to support possible impacts of a new mixed-use district and project how the new development may perform.

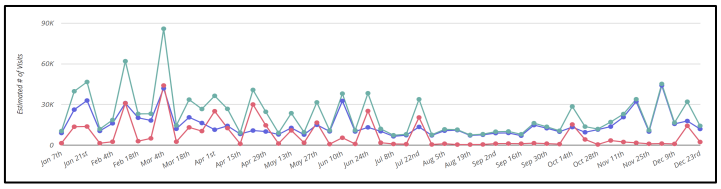
We create extreme custom data analytics and maps for any geographic place in the U.S., as exhibited by the following figures. The figures below represent a small sampling of the range of data we collect for each development studied.



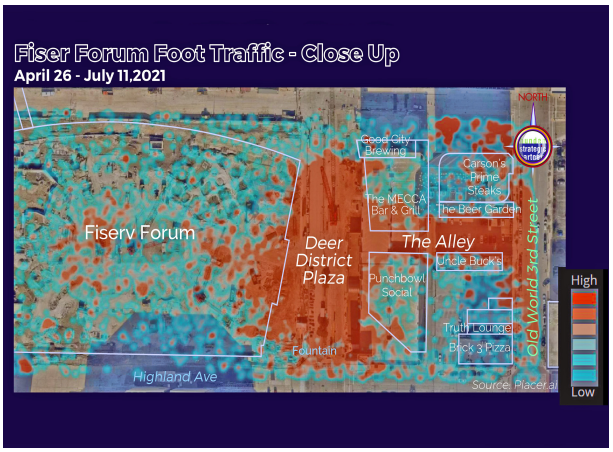
HyVee Arena - Kansas City, MO
January 1, 2019 - December 31, 2019 (365 Days)

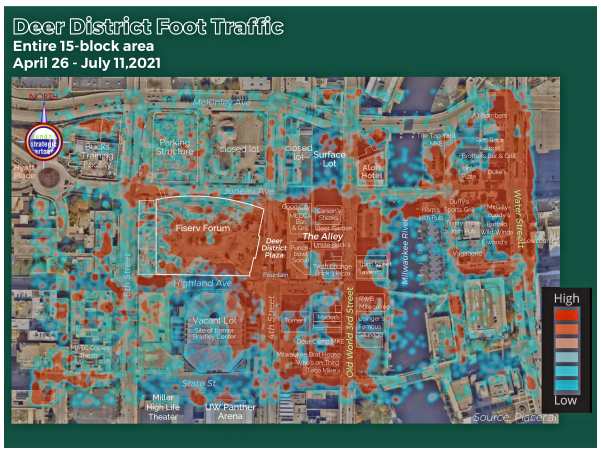
Visitor Origins by Distance from Site Colors correspond to charts & maps	Total Visits: Est. Number of Visits	Total Visits: Percent of Total Visits	Total Unique Customers: Est. Number of Customers	Total Unique Customers: Percent of Total Customers	Avg. Visits per Customer
Locals - Within 100 miles	786,300	68.4%	320,400	61.7%	2.45
Regional & Long Distance - Over 100 miles	368,600	32.1%	199,100	38.3%	1.88
Total Visits	1,150,000	100.0%	519,700	100.0%	2.22

Source: Placer.ai



Walkability Heat Map. Hunden now has the capacity to create heat maps that show where people walk inside or outside of a venue over a chosen period of time. Hunden will use this new tool to help understand Arlington Heights today, as well as comparable NFL stadiums and districts. Hunden has been working with the Milwaukee Bucks on the next phase of the Deer District and these heat maps help to understand areas of strength and weakness in the existing development. We will use this tool for the other stadium districts that will be profiled.





This task will conclude with implications and recommendations regarding the district and stadium development: what works, what struggles, the amount and percentage of public investment in the stadium and district, the timing of phases, risks, performance objectives and realities and what deal points to negotiate to ensure the community is protected.

Task 3.3: Mixed-Use District Market Assessments

In order to complete a thorough, third-party review of the Chicago Bears' proposal, Hunden will conduct an independent market assessment for each use proposed in the entertainment district to determine market viability. Hunden will study the following uses:

- Restaurant/Retail,
- Hotels,
- Residential,
- Office,
- Entertainment, and
- Others as proposed/suggested, such as youth sports, public spaces, etc.

For each market use, Hunden will provide an overview of the following research points:

Industry Trends. Hunden will cover the trends that influence how and where people want to shop, eat/drink, stay, and be entertained as part of those experiences, and how recent macro events have shifted these trends. We will assess the same for office and residential development in and around such districts. In addition, Hunden will cover key drivers of demand, financial realities, including typical metrics and cap rates, and others, as relevant.

Market Performance. Supply, Demand, Rates, Absorption, and other key metrics of the Arlington Heights and surrounding markets, in time-series charts and data tables, using CoStar, Smith Travel Research, Pollstar and other analytical tools. Hunden will include a map of area submarkets and key nodes of asset clusters.

Submarket Performance. Specific to the more immediate area, Hunden will research Supply, Demand, Rates, Absorption, and other key metrics of the submarket, provided in time-series charts and data tables, using CoStar, STR, Pollstar, and other analytical tools.

Competitive Set Identification & Performance. Profiles of leasable spaces or developments (location, size, quality, age rates, vacancy), absorption and time-series of performance. A competitive set supply map will profile location and consider nearby supportive uses, such as residential, hotels, event facilities, office clusters, attractions, and other support/demand generators.

Proposed and Under Construction Projects. Hunden will profile the relevant projects underway or imminent and consider those as part of the future competitive set absorption dynamic.

Implications for the Project. Hunden will understand what is supported in the market, what is recommended, likely absorption timing/phasing and other key points that will set up the demand, financial and impact projections. These will then lead to ultimate conclusions and recommendations for the stadium and district.

Task 4: Financial Analysis

Task 4.1: Demand and Financial Projections

For each Project component/use, Hunden will create a demand model (independent of the models completed by the Chicago Bears consulting team), including a penetration analysis. This will then lead to assumptions that will be used to determine the detailed financial projections for each use, including the stadium. These will include major line item detail of revenue and expense for each component. Hunden will present projections from each component and then combine these results into a stadium and district financial projection. The projection will help the public and private sector understand the total investment, the total return and any funding gaps. These results will be used as a basis for the economic and fiscal impact analysis task, which will produce the return on investment for the public sector.

Task 4.2: Economic, Fiscal and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by projected visitors to the Project.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is spending that is new to the community as visitors come to Arlington Heights and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured direct spending is considered to be the **Direct Impacts**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, an attendee's direct expenditure on a hotel room causes the hotel to purchase linens and other items from suppliers. The portion of these hotel purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the attendee's visit. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the Village due to the net new economic activity related to an event. For example, our analysis will estimate the hotel and other tax revenue from an overnight stay by an attendee and considers this a fiscal impact. The fiscal impact represents the government's share of total economic benefit. Fiscal impacts provide an offset to the potential public expenditures required to host events. Hunden will

identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.

- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with an event. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Task 5: Executive Summary of Implications and Prescriptive Recommendations

Hunden will provide a summary of implications and prescriptive recommendations for the proposed Chicago Bears Project and deal points based on the independent market assessment, comparable stadium district profiles, and financial analysis.

Hunden will provide the Village with a clear outline of study findings, including the economic impact and direct public benefit this Project could bring to the Village, examples of what has worked for other similar stadium district developments nationally, and options to improve elements of the Chicago Bears' proposal. If the plan proposed by the Bears is missing critical elements, and/or if project details are off-base, Hunden will note these areas and recommend programmatic adjustments.

Task 6: Deal Point Recommendations

This task will act as a conclusion/recommendation to the report. Future advisory services related to deal point negotiations has been included in Task 7.

As a conclusion of our study work, Hunden will provide the Village with perspective and recommendations regarding the following deal points:

- Financing incentive,
- Linked key development components,
- Amount/portion of public financing,

Task 7: Negotiating Deal Points and Ongoing Services

Hunden, alongside partners at Husch Blackwell as appropriate, will provide the Village with ongoing services and advice during the planning and negotiation stages of the Project.

As an ongoing advisory service (billed hourly), the Hunden Team, including Husch Blackwell, will provide perspective, advice, analysis and recommendations on:

- Ongoing discussion of financing incentives,
- Ongoing discussion of linked key development components,
- Amount/portion of public financing,
- State, county and other public financing and/or grants/partnerships and funding mechanisms,
- Community benefit agreements.

Support will be provided based on lessons learned from other negotiations/case studies, industry data points, and financial models produced throughout the previous tasks. Hunden is not a municipal advisory firm and will not provide bond/debt-related municipal services, but will work with the Client's municipal financial advisor on any related tasks.

Deliverables

Peer Review Check-In – Approximately six (6) weeks after contract authorization, receipt of kickoff payment, and receipt of all Bears proposal documents, studies and financials, Hunden will provide the Client with a preliminary findings check-in, outlining takeaways from the initial peer review effort.

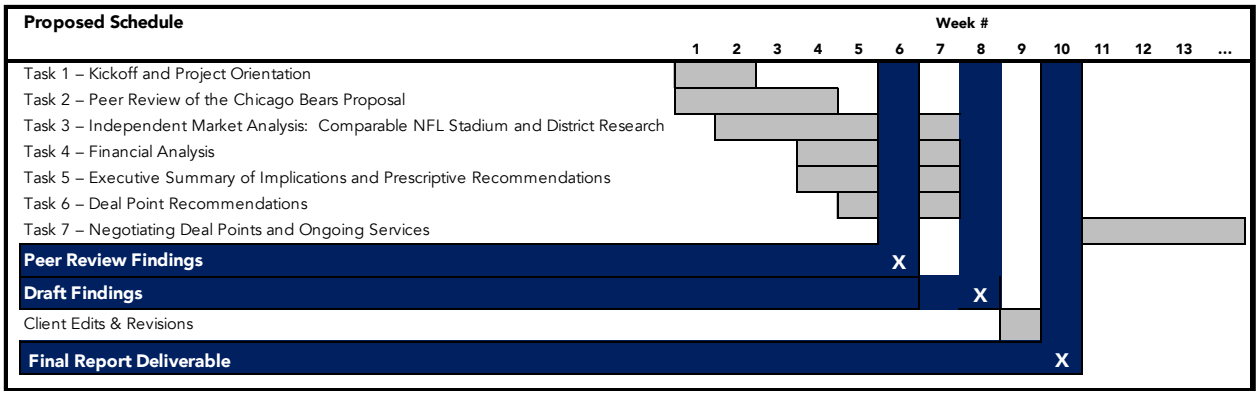
Report Draft Summary – After completion of Tasks 1 - 6, Hunden will provide the Village with a presentation of market, financial and peer review findings, including concerns, deficiencies, assets and benefits related to the Bears proposal. This deliverable can be completed within approximately eight (8) weeks of contract authorization, receipt of kickoff payment, and receipt of all Bears proposal documents, studies, and financials.

Final Report – A Final Report will be prepared and submitted to the Client after receiving comments/edits to the Draft Report.

Schedule

Hunden proposes to complete the draft report of findings and implications approximately eight (8) weeks from the formal kickoff, with delivery of the preliminary findings and peer review approximately six (6) weeks in. We are happy to discuss intensifying the schedule as needed with an increased fee, although

what is proposed is a fairly aggressive schedule. The following figure breaks down the anticipated schedule by weeks according to tasks and deliverable milestones.



COST PROPOSAL & FEE SCHEDULE

Cost Proposal and Fee Schedule

Hunden proposes to complete the scope of work **Tasks 1-6**, the Peer Review and Independent Analysis, for a lump-sum fee of **$118,000**, inclusive of any local travel and all data purchases.

The following table details the estimated number of labor hours for the scope of work elements Tasks 1-6. Hunden proposes to bill any work completed in Task 7, negotiation advisory and any ongoing services, on an hourly basis.

Proposed Budget by Task & Hours

	Rob Hunden	Steve Haemmerle	Project Managers	Senior Analysts	Analysts	Total	Total
Task 1 – Kickoff and Project Orientation	12	12	12	12	12	60	$17,100
Task 2 – Peer Review of the Chicago Bears Proposal	16	6	24	20	24	90	$24,350
Task 3 – Independent Market Analysis: Comparable NFL Stadium and District Research	16	8	36	30	36	126	$33,200
Task 4 – Financial Analysis	18	4	18	8	4	52	$15,800
Task 5 – Executive Summary of Implications and Prescriptive Recommendations	10	6	12	14	8	50	$14,100
Task 6 – Deal Point Recommendations (Best Practices)	16	8	4	4	4	36	$11,500
	88	44	106	88	88	414	$116,050
Research & Travel Expenses							$1,950
Total Fees							$118,000
Hourly Rates	$375	$325	$275	$250	$200	$280	
Lump Sum Fee Proposed						$285	**$118,000**
Overhead (Cost as % of Hourly Fee)						83.5%	**$96,902**
Direct Expenses						1.7%	**$1,950**
Profit						16.5%	**$19,148**

Hunden typically organizes a lump-sum payment schedule broken out by deliverable milestone, as proposed below:

- Kickoff $29,000
- Peer Review Findings (approx. wk. 6): $30,000
- Draft Findings (approx. week 8) $30,000
- Final Report (approx. week 10*) $29,000

*The aggressive timeline will require report comments from the Client within two business days of a deliverable in order to move to the next deliverable. Hunden is happy to extend the timeline if the Client needs more time to review and comment on deliverables.

Hourly Fees for Ongoing Consultancy Costs

Hourly rates related to **Task 7** - negotiations and ongoing consultancy services:

▪ Rob Hunden	$375
▪ Steve Haemmerle	$325
▪ Hunden Project Managers	$275
▪ Hunden Senior Analysts	$250
▪ Hunden Analysts	$200
▪ Hunden Admin	$100

Husch Blackwell Rates:

▪ Kevin Kelley	$850
▪ Andrea Austin	$580

Hunden recommends budgeting up to $80,000 – $100,000 for hourly advisory and negotiations beyond completion of the report. In our experience with the recent weekly NFL negotiations, this hourly allowance will be suitable for a considerable amount of progress in deal development.

We remain flexible in our approach and open to adjustments.

LITIGATION DISCLOSURE

Litigation Disclosure

Hunden Strategic Partners has not been involved in any litigation over the past five years.

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alan Schulte	
Shepherd Insurance, LLC. 111 Congressional Boulevard Suite 100 Carmel IN 46032	PHONE (A/C, No, Ext): [redacted]	FAX (A/C, No): [redacted]
	E-MAIL ADDRESS: [redacted]	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hunden Strategic Partners, Inc 213 W Institute Pl Ste 707 Suite 707 Chicago IL 60610-3125	INSURER A : Hartford Underwriters Ins Co	30104
	INSURER B : Valley Forge Insurance Company	20508
	INSURER C : The Continental Insurance Co	35289
	INSURER D : Continental Casualty Company	20443
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2232360232 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			36SBAAF7H9Z	03/06/2022	03/06/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DBDEF	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 50,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6020828538	03/13/2022	03/13/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			36SBAAF7H9Z	03/06/2022	03/06/2023	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6020998933	03/13/2022	03/13/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			652205693	03/13/2022	03/13/2023	Limit:	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sample Cert

CERTIFICATE HOLDER

Hunden Strategic Partners
213 West Institute Place
Suite 707
Chicago IL 60610

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT
WITH HUNDEN STRATEGIC PARTNERS, INC., OF CHICAGO, ILLINOIS,
FOR ECONOMIC AND MARKET ANALYTICAL SERVICES FOR THE
REDEVELOPMENT OF THE ARLINGTON INTERNATIONAL RACECOURSE PROPERTY

WHEREAS, the Village desires to retain a qualified firm to provide fiscal economic impact and market analytical services in connection with the redevelopment of the Arlington International Racecourse property (*"Services"*); and

WHEREAS, the Village issued a request for qualifications for qualified firms to complete the Services; and

WHEREAS, the Village has determined that the proposal submitted by Hunden Strategic Partners, Inc., of Chicago, Illinois (*"Hunden"*), is the most appropriate for the provision of the Services; and

WHEREAS, the Village and Hunden desire to enter into an agreement for the provision of the Services by Hunden (*"Agreement"*); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and Hunden is hereby approved 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 Hunden; 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 _____, 20__

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF ARLINGTON HEIGHTS
PROFESSIONAL SERVICES AGREEMENT
FOR ECONOMIC AND MARKET ANALYTICAL SERVICES
FOR THE DEVELOPMENT OF THE
ARLINGTON INTERNATIONAL RACECOURSE PROPERTY

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of _____, 2022 (***"Effective Date"***), and is by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation (***"Village"***), and **HUNDEN STRATEGIC PARTNERS, INC.**, an Indiana corporation (***"Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: fiscal economic impact and market analysis for the proposed redevelopment of the former Arlington International Racecourse property (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services. The Parties agree to negotiate in good faith modifications to the Services, or to the Compensation to be paid by the Village therefor, as may be warranted due to the specific proposals for the proposed redevelopment of the former Arlington International Racecourse property.

C. Commencement; Time of Performance. The Consultant will commence the Services upon receipt of written direction to proceed from the Village Director of Planning and Community Development (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services, in accordance with the schedule set forth in the Scope of Services, until the completion of the Services or the termination of this Agreement (***"Time of Performance"***).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions 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 or necessary 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*. The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Tasks 1 through 6 of the Services under this Agreement will not exceed $118,000.00 (***"Compensation"***), as outlined in the Scope of Services**,** including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, 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 on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures. Specifically, and without limitation of the foregoing, the Village will not be liable for, and the Consultant will have no expectation for payment for, any Additional Services provided as part of Task 7, as identified in the Scope of Services, except upon the prior written consent of the Village Manager.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, or may cancel performance of any of the specific Tasks set forth in the Scope of Services, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed to completion and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from

the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no employee, official, or agent of the Village or of the Chicago Bears Football Club, Inc. has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. 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 2012, 720 ILCS 5/33E-1 *et seq. The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. 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).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively, ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's

performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the Village (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant**.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment**.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
Attention: Randall Recklaus, Village Manager
E-mail: rrecklaus@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart M. Passman, Village Attorney
E-mail: hart.passman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Hunden Strategic Partners, Inc.
213 W. Institute Pl., Ste. 707
Chicago, IL 60610
Attention: Rob Hunden
Email: rob@hunden.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and the Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. 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.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

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

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8.A will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

Title: _____

By: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO VILLAGE]

[WILL INCLUDE SCHEDULE]

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. The Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Arlington Heights, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

b. **Consent of Village Required. The Consultant** may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.

c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Village Board
9/6/2022

Item: Traffic and Parking Analysis Request for Proposals Award of Consultant

Department: Planning & Community Development

Request

Consideration and approval of consultant selection for traffic and parking analysis of proposed redevelopment of property commonly known as Arlington International Racecourse.

Recommendation

It is recommended that the Village Board authorize the Village Manager to enter into an agreement with Sam Schwartz for a traffic and parking analysis for the proposed redevelopment of the property formerly known as Arlington International Racecourse. Sam Schwartz consultant fees would be approximately $85,116 plus ongoing consultancy at hourly rates. It is further recommended that the consultant contract be funded from the escrow funds provided by the Chicago Bears Football Club and the Village's Capital Projects Fund reserves.

ATTACHMENTS:

Description	Type
Memo - Traffic and Parking Analysis Request for Proposals Award of Consultant	Memorandum
Sam Schwartz Arlington Heights RFP	Exhibits
Sam Schwartz - Resolutioin	Resolution
AH Traffic Consulting Service Agreement - Sam Schwartz	Agreement

MEMORANDUM

TO: Randy Recklaus, Village Manager

FROM: Charles Witherington-Perkins
Director of Planning and Community Development

DATE: August 30, 2022

SUBJECT: Traffic and Parking Analysis Request for Proposals Award of Consultant

---

Request

Consideration and approval of consultant selection for traffic and parking analysis of proposed redevelopment of property commonly known as Arlington International Racecourse.

Background

The Village of Arlington Heights issued a Request for Proposals from consultants to provide traffic and parking analysis to assist the Village in evaluating plans, studies, and proposals that may be submitted by the Chicago Bears Football Club for the proposed redevelopment of Arlington International Racecourse property with a mixed-use redevelopment. The Village drafted a Request for Proposals that was released in June to select specialized consultant firms that have experience in stadium, mixed-use development type developments. Deadline for consulting teams to submit proposals to the Village was mid-July.

Scope of Work

The overall objective of the consultant assignment is to evaluate, review, research, and present findings and recommendations to the Village. The consultant is also expected to represent the best interests of the Village throughout the assignment. The Village is seeking experts and certain disciplines to augment its internal Staff on this important and exciting project. The selected consultant will be responsible for providing the Village with services, including the following:

Step 1. Consultant must evaluate the preliminary plans and initial traffic and parking assessment provided by the Chicago Bears' traffic consultant, which evaluation must include:

a. Conducting a peer review of the initial high-level traffic and parking assessment submitted.
b. Providing findings of peer review identifying areas of concern, deficiencies, assets and benefits.
c. Providing a high-level opinion on feasibility of accommodating projected traffic and on and off-site improvements that would be necessary.
d. Review projected demand on and use of multi modal transportation systems (Metra, PACE, Ride Share, Shuttle Buses, Bicycle, walking etc.)
e. Providing initial opinions of impact upon the surrounding transportation network.

Step 2. Consultant must perform independent traffic and parking research and analysis, which must include:

a. Comparable stadium and entertainment district research regarding

traffic and parking demand analysis.

b. Traffic and parking demand for expected mixed use profiles and best practices.
c. Review and examination of on and off-site parking options.
d. Independently validating capacity, ratios, shared parking and ride share assumptions.

Step 3. Consultant must provide ongoing consultancy, which will include reviewing detailed traffic and parking impact studies as submitted for various phases of the proposed development.

Step 4. Consultant must provide ongoing consultancy on traffic and parking, which will include:

a. Participating in discussions with the Chicago Bears.
b. Assisting with State, county, and other regional organizations or public entities relative to necessary off-site improvements.
c. Recommending traffic and parking conditions of approvals and requirements.
d. Providing ongoing advice.

Step 5. Consultant must provide a report, executive summary and recommendations on each task.

Step 6. Consultant must prepare and deliver a final report and presentation to the Village Board, stakeholder groups and the public at community meetings.

Budget and Process

The Request for Proposals was released to twenty-one firms that specialize in traffic and parking impact analysis for sports stadiums and mixed-use developments. A pre-proposal meeting was held with the consultant teams. Three proposals were submitted to the Village by the deadline. Due to the nature of the assignment and materials yet to be received from the Chicago Bears Football Club, portions of the assignment would be at an ongoing consultancy hourly rate. Additionally, one consultant firm provided estimates on the number of hours necessary to conduct the first step of the scope of work, peer review, while two firms provided estimated hours and fees for step 2 as well. The scope of work necessary for each step in the process may be adjusted upon receipt of materials from the Chicago Bears Football Club. Therefore, the selection focused on the experience of the consultant team. However, the consulting fees provided by the consulting firms ranged from approximately $25,500 to $99,900 for step one of the assignments. Ongoing consultancy services would be performed at hourly rates. The staff selection team (Cris Papierniak, Bill Enright, Rob Horne, Mike Pagones, and Charles Witherington-Perkins) reviewed the proposals in detail and selected two firms for interview. Sam Schwartz provided fees for step one and two plus direct costs in the amount of $85,116. The funds to pay for the selected consultant comes from the Chicago Bears Football Club, which have placed funds in escrow held by the Village to provide these services, and the Village's Capital Project Fund reserves.

Selected Firm

The Staff selection team recommends the consultant team of Sam Schwartz and GRAEF. Sam Schwartz is a 140 plus person firm with eight offices around the United States, including one in Chicago. Past transportation, planning and engineering experience in arenas and special event experiences include for MetLife Stadium, Wrigley Field, Barclays Center, and peer review of the

Oakland Athletics Ballpark, plus other music venues and major tourist attractions. Sam Schwartz provided game day and traffic evaluation of MetLife Stadium and traffic operations and parking plan for Washington Nationals Park. GRAEF is a multi-discipline engineering firm dedicated to servicing public and private clients throughout the United States. Sara Disney Haufe, Project Manager and Jeff Smithline, Principal in charge have experience in peer review of the City of Waukegan's Casino proposal, the Obama Presidential Center and major professional sports in both urban and suburban context, including working with representatives of the New York Giants and New York Knicks in providing peer review of the traffic impact study for the proposed American Dream Retail and Entertainment Center adjacent to MetLife Stadium. Daniel Schack, Senior Associate has experience, including development and successful implementation of a comprehensive transportation demand management plan for the Barclays Center in Brooklyn. Peter Johnston with GRAEF, has managed both transportation and site development projects from planning through construction locally and is a lifelong resident of Arlington Heights.

Recommendation

It is recommended that the Village Board authorize the Village Manager to enter into an agreement with Sam Schwartz for a traffic and parking analysis for the proposed redevelopment of the property formerly known as Arlington International Racecourse. Sam Schwartz consultant fees would be approximately $85,116 plus ongoing consultancy at hourly rates. It is further recommended that the consultant contract be funded from the escrow funds provided by the Chicago Bears Football Club and the Village's Capital Projects Fund reserves.

C: Cris Papierniak, Director of Public Works

CW-P:lmp

July 12th, 2022

Analysis of Proposed Redvelopment of Property Commonly Known As Arlington International Racecourse

Submitted to:

CITY OF GOOD NEIGHBORS
ARLINGTON HEIGHTS, ILLINOIS

Submitted by:

Sam Schwartz
A TYLin Company

Sam Schwartz
223 W. Jackson Blvd., Suite 1101
Chicago, IL 60606
(773) 305-0800
samschwartz.com

Sam Schwartz
A TYLin Company

July 12, 2022

Charles Witherington-Perkins
Director of Planning & Community Development
Village of Arlington Heights
Attn: Department of Planning & Community Development
33 S. Arlington Heights Road
Arlington Heights, IL 60005

RE: RFP for Analysis of Proposed Redevelopment of Property Commonly Known as Arlington International Racecourse

Dear Mr. Witherington-Perkins:

Sam Schwartz is pleased to submit this proposal to the Village of Arlington Heights to provide comprehensive transportation and parking services related to the proposed redevelopment of the former Arlington International Racecourse into a new mixed-use stadium district for the Chicago Bears Football Club. This once-in-a-lifetime project will be a flagship property for Arlington Heights that has the potential to generate a Game Day crowd equal to or greater than the Village's entire population. It is therefore critical that the traffic engineering, transportation planning, and parking elements of the redevelopment project are executed thoughtfully to successfully integrate the project into the surrounding built environment and uphold the quality of life in Arlington Heights.

In reviewing our enclosed proposal, you will note the following standout characteristics of the Sam Schwartz team:

Stadium, arena, & special event experience. Sam Schwartz has leveraged our planning, engineering, and operational expertise to help venues of all types move its visitors, staff, and equipment effectively. Past arena and special event experience includes MetLife Stadium; Wrigley Field; Barclays Center; and peer review for the proposed Oakland A's ballpark, plus music venues, major tourist attractions, and even mega-events like presidential inaugurations.

A forward-looking approach to projects. The long-term success of the Chicago Bears' redevelopment project will necessitate a resilient development plan. Our team routinely helps major cities and developers future-proof for coming innovations in transportation, leveraging big data to inform our recommendations.

Expertise in private sector traffic studies, with the trust of public agencies. Our project work places our staff on both sides of the table, equipping us with a dual perspective that would be highly valuable to the Village of Arlington Heights in discussions with the Chicago Bears and their team.

As a nationally recognized transportation expert with a strong local presence, Sam Schwartz and our subconsultant GRAEF will contribute meaningfully as a peer reviewer and represent the Village's interests throughout the duration of the redevelopment planning process.

Please do not hesitate to contact us at [redacted] or [redacted] if you have any questions or require additional information. Thank you for the opportunity to support the Village of Arlington Heights on this exciting project!

Sincerely,

Jeff Smithline, PE, PTOE
Senior Vice President+
National Practice Leader – Traffic Engineering

Sara Disney Haufe, PE, PTOE
Senior Associate +
Director of Traffic Engineering – Chicago

TABLE OF CONTENTS

01.	Information about the Proposer & Subcontractor	1
02.	Similar Project Experience & References	3
03.	Project Team	17
04.	Approach and Implementation	21
05.	Cost Proposal and Fee Schedule	27
06.	Proposed Schedule	29
07.	Certificate of Insurance	31
08.	Resume Appendix	33

Cover Image: Wikimedia Commons

01. Information about the Proposer & Subcontractor

Sam Schwartz

Sam Schwartz is a 140+-person firm with a talented team of professional planners, engineers, designers, and data scientists in eight offices around the United States: Chicago, New York City, Jersey City, Washington D.C., Oakland, Los Angeles, Seattle, and Tampa. With over twenty-seven years of practice on a wide array of complex transportation issues and development strategies, Sam Schwartz is a national leader in providing transportation engineering services and studies.

Our industry-leading team specializes in developing context-sensitive transportation solutions for urban mobility nationally and abroad. We identify transportation and social impacts and provide creative, multi-modal plans that are grounded in technically rigorous analysis and industry-accepted design standards, working towards larger policy goals such as Vision Zero, economic development, social equity, environmental and climate resiliency, and design excellence. We work to balance the needs and improve the quality- of-life of all users, including those using transit, walking, biking, driving, hailing rides, and moving freight.

Unlike other firms, our planning, engineering, and design services are not "add-on" services but instead comprise Sam Schwartz's core business practice. As a mid-sized firm, we offer flexibility, responsiveness, and a tactical approach to solving transportation challenges which is made possible by our size and emphasis on collaboration and creating local and long-lasting relationships. Our project experience reflects this strategic, integrated approach, spanning modes, disciplines, communications media, and technology.

Sam Schwartz's headquarters office is in New York City, NY at 322 8th Ave, 5th Fl., 10001. Our office local to Arlington Heights is in Chicago at 223 W. Jackson Blvd., Suite 1101, 60606. The staff proposed on this team are located in both the Chicago and New York offices and the Sam Schwartz Chicago staff have a long history and familiarity with the northwestern suburbs, as we also held an office in Itasca, and many of our staff continued working relationships throughout Mount Prospect, Downers Grove, Evanston, Glenview, and with the Northwest Municipal Conference, among other municipal agencies similar in context and location to Arlington Heights.

Sam Schwartz
A TYLin Company

Key Services

- Transportation Planning
- Traffic Engineering
- Transportation Demand Management
- Traffic and Pedestrian Modeling / Simulation of Event Day Management
- Pedestrian Management
- Site/Access Planning
- Parking Studies
- Intelligent Transportation Systems

P22-03-3660

GRAEF

GRAEF is a multi-discipline engineering firm dedicated to serving public and private clients throughout the United States. For over 60 years, their ability to excel has been driven by integrity, quality, and our commitment to customer service. GRAEF began as an individual partnership structural engineering firm in 1961. Today, with 279 employees in ten offices in the Midwest, Florida, and Caribbean, GRAEF offers clients a full range of consulting services. GRAEF takes pride in having progressive staff who are skilled in the latest technologies, knowledgeable of the evolving marketplace, and experienced in sustainable practices. GRAEF has two Chicagoland locations, one located near O'Hare Airport at 8501 West Higgins Road, Chicago, IL 60631. The other located downtown in the Loop at 332 South Michigan Avenue, Chicago, IL 60604.

Key Services

- Civil Engineering
- Surveying
- Freeway, Interchange, and Roadway Design
- Municipal Engineering
- Structural Engineering
- Parking Structure Planning & Design

Pending or Past Litigation from the Last 5 Years

Sam Schwartz has no pending or current litigation nor any recent litigation to report from within the last 5 years.

A summary of litigation and arbitration for GRAEF from the last 5 years is below.

- GRAEF v. WSOR, Milwaukee County Wisconsin Circuit Court, Case No. 16-CV-9080. Settled in October 2017.
- Connie Barnum, as Special Administrator of the Estate of Paul C. Barnum, deceased and Connie Barnum, Individually v. Village of Riverdale, et. al., Cook County Illinois Circuit Court. Settled in January 2018.
- Murphy v. Palos Community Hospital, et. al., Cook County IL Case No. 2015-L-066052. Settled in May 2022.
- Dane County v. GRAEF. Settled in December 2018.
- Zurich American Insurance Company v. Terra Engineering & Construction et. al., Milwaukee County Wisconsin Circuit Case No. 17-CV-11048. 2017.Settled in December 2019.
- Robin Matchett-Schmidt v. City of Oak Creek, et. al., Milwaukee County Wisconsin Circuit Court Case No. 19-CV-4295. Settled in May 2021.
- Blue Skies of Texas, Inc. v. Skanska USA Building, Inc. et. al., Bear County Texas, 438th Judicial District. Case No. 2019-CI-19689. This case is in mediation.

P22-03-3660

02. Similar Project Experience & References

As a master-planned redevelopment, the former Arlington International Racetrack parcel is expected to become a unique combination of distinct yet complementary land uses: a modern venue for major sports competitions and special events, a vibrant entertainment district, and a mixed-use, transit-oriented neighborhood with daytime employees, overnight travelers, and homes for new Arlington Heights residents. Each of these development types require a high level of technical expertise and the creative application of best practices in transportation and parking to enable the creation of a successful destination.

The Sam Schwartz team offers substantial experience working for (and providing peer review of) sports venues and major events, as well as supporting the planning and execution process for master-planned developments. While these development types each require context-sensitive transportation and parking analyses that reflect the specific development characteristics and intended programming, the underlying transportation principles that contribute to design excellence are the same.

Our core services that relate to these types of projects is below, along with a list of past experience working with sports venues, large-scale development projects, and special event conditions. Additional details about selected project examples from Sam Schwartz and GRAEF are provided on the following pages.

Depth of Applicable Experience

Sports Venues & Special Events

- Oakland A's Ballpark Development Peer Review
- MetLife Stadium: Game Day Traffic + Parking Evaluation
- Wrigley Field Traffic Engineering Services
- Barclays Center
- Red Bull Stadium Traffic, Parking, + TDM
- Citi Field Transit Access + Service Improvements
- Prudential Center Transit, Traffic, + Parking Management Plan
- Washington Nationals Park Traffic Operations + Parking Plan
- Verizon Center Traffic Operations + Parking Plan
- MLB All-Star Week Traffic Operations + Parking Plan
- Presidential Inauguration Traffic Operations Plan (2009, 2013, 2017, and 2021)
- Washington DC Papal Visit Traffic Operations Plan

Master Planned Developments

- Obama Presidential Center
- Point of the Mountain
- Brooklyn Navy Yard Master Plan
- Schuylkill Yards/Drexel Innovation Neighborhood Plan
- Pittsburgh EcoInnovation District
- Ford Corktown Master Plan (Detroit)
- Broadway Station TOD Development Master Plan (Denver)

New Mobility Planning

- City of Chicago E-scooter Pilot
- Seattle New Mobility Playbook
- King County (WA) Microtransit Pilot
- Miami-Dade County Shared Mobility Study
- Dockless Bike/Scooter Share Equity Analysis (San Francisco)

Oakland A's Ballpark Development Peer Review

Oakland, CA

Image Credit: Oakland A's

Sam Schwartz is serving as the peer reviewer for the Oakland Department of Transportation for the transportation plan for the proposed Oakland A's ballpark at Howard Terminal, on the Oakland waterfront. Sam Schwartz is evaluating all traffic analysis, parking analysis, TDM mitigation measures, and TNC management strategies as part of the CEQA process and is also advising the city on public outreach efforts and development of a mobility hub adjacent to the proposed ballpark. Peer review recommendations have resulted in greater transit priority, including bus route extensions and bus priority lanes, additional TNC management techniques, and a plan for an inter-modal mobility hub adjacent to the ballpark.

Client
Oakland Department of Transportation

Services
- Traffic Engineering
- Transit Planning
- Transportation Demand Management
- New Mobility

Dates
December 2018–Present

Key Client Reference

Nicole Ferrara

Policy and Intergovern-mental Affairs Officer at the Oakland Department of Transportation

250 Frank Ogawa Plaza, 4th Floor, Oakland, CA 94612

[redacted]

[redacted]

P22-03-3660

Sam Schwartz
A TYLin Company

MetLife Stadium: Game Day Traffic + Parking Evaluation

East Rutherford, NJ

Sam Schwartz was retained by MetLife Stadium to conduct a multi-faceted transportation planning analysis and review of the traffic and parking impact of the American Dream Meadowlands development. MetLife Stadium had concerns that the traffic and parking activity associated with the American Dream Meadowlands development would impact the game day experience for the fans of the NY Giants and NY Jets. Sam Schwartz independently determined the traffic generation potential of the American Dream facility utilizing appropriate assumptions regarding arrival/departure patterns, stay away, transit ridership, vehicle occupancy and other factors. Sam Schwartz identified the overall mitigation necessary to provide acceptable game day traffic conditions when considering the combined American Dream facility and the stadium patrons. The mitigation and improvement scenarios identified the basis of the Game Day Operating plans that are put in place along the surrounding roadway network, highway ramp system and within the stadium property and parking areas.

Client
MetLife Stadium (NY Giant and NY Jets)

Services
- Transportation Logistics
- Multi-modal Transport
- Transit Planning

Dates
2012–2013

P22-03-3660

Sam Schwartz
A TYLin Company

Obama Presidential Center

Jackson Park, Chicago, IL

Sam Schwartz is providing traffic engineering and transportation planning services for the Barack Obama Foundation for the proposed Obama Presidential Center (OPC). The traffic impact study analyzes the expected traffic impacts associated with the closure and removal of a six-lane segment of Cornell Avenue within Jackson Park to accommodate the preferred location of the OPC. Several alternatives are being analyzed that include various combinations of roadway closures and alternate routing. The study involves data collection at approximately 40 intersections, travel demand modeling to assess traffic diversions and growth, traffic analysis and simulation using Synchro/SimTraffic, identification of potential impacts, and development of mitigation measures and intersection capacity improvements to accommodate the diverted traffic due to the street removal.

Sam Schwartz is also informing the site design with respect to access and circulation for the OPC site, including multi-modal access; tour bus, passenger car, and taxi pick-up/drop-off accommodations; truck loading; parking demand studies; and both on- and off-site pedestrian and bicycle safety. Travel demand management strategies are being developed to encourage transit and non-motorized travel to and from the site. Another key aspect for ground-level planning is considering the potential impact that the security perimeter and physical barriers would have on vehicular, pedestrian, and bicycle access and circulation, such that the potential queues resulting from security screening operations can be accommodated.

Sam Schwartz is also a key participant in the extensive stakeholder outreach effort, which includes the Mayor's Office, Chicago Department of Transportation, Illinois Department of Transportation, and community representatives.

Client
Barack Obama Foundation

Services
- Traffic Engineering
- Traffic Modeling
- Transportation Planning
- Geometric Concept Design
- Signal Design
- MOT

Dates
September 2016–Present

Key Client Reference

Roark Frankel

Director of Planning and Construction for the Barack Obama Foundation

5235 S. Harper Court, Suite 1140, Chicago, IL 60615

[redacted]

P22-03-3660

Sam Schwartz
A TYLin Company

Waukegan Casino Peer Review Services

City of Waukegan, IL

Sam Schwartz is supporting the City of Waukegan through their review and approval process for the American Place Casino, which will open a temporary facility in July 2022 and follow with a permanent facility by 2025. Under this contract, Sam Schwartz is completing peer review services of all transportation-related materials prepared by the casino developer's consultant team, including traffic impact analyses, parking lot design, and overall site plan layout. Through this iterative series of reviews, Sam Schwartz is advising City staff on the completeness and the technical accuracy of the developer's materials and has represented the City's interests at project meetings and Planning & Zoning Commission. As a result of these advisory services, the City was able to negotiate changes to the temporary casino site plan to promote functional on-site traffic circulation, pedestrian connectivity, and safe transportation conditions on site and on the adjacent roadway network. Sam Schwartz's advisory role to the City will continue through the upcoming site plan review process for the permanent casino facility.

Client
City of Waukegan

Services
- Traffic Engineering Peer Review
- Site Plan Review
- Expert Testimony

Dates
2022–Present

Key Client Reference

Noelle Kischer-Lepper

Director of Economic Development & Planning for the City of Waukegan

100 N Martin Luther King Jr. Avenue, Waukegan, IL 60085

[redacted]

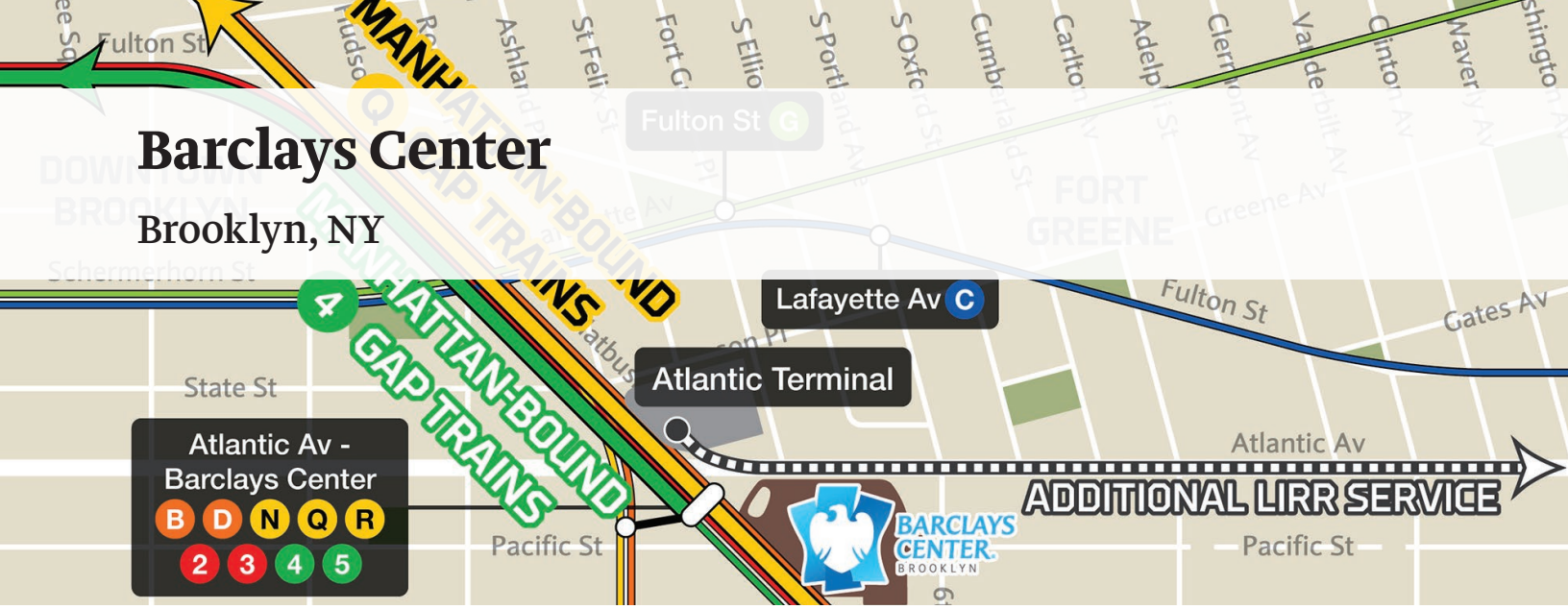
[redacted]

P22-03-3660

Sam Schwartz
A TYLin Company

Barclays Center

Brooklyn, NY



Sam Schwartz was retained by Forest City Ratner Companies to provide transportation engineering and planning services for the Barclays Center, a new 18,000-seat arena that will be home to the NBA's newest team, the Brooklyn Nets, as well as numerous other events, that is part of the Atlantic Yards project (the largest development in Brooklyn's history). Our services included transportation logistics planning, agency coordination, traffic analysis related to project related roadway changes, and development of traffic and pedestrian mitigation plans to adapt to changes in site logistics throughout the construction process.

The Sam Schwartz team also prepared a comprehensive transportation demand management (TDM) plan for the arena in order to limit the number of private vehicles traveling to events and maximize the use of transit and other modes. This includes developing methods to market transit to fans and discourage driving; conducting transit service analyses and providing recommendations for the subway, Long Island Railroad and bus service enhancements.

Our team also performed a pedestrian analysis for the arena, which included static and dynamic pedestrian analysis of stairwells, escalators and corridors. A fan egress profile was created, based on seating sections and expected modal split data, that linked external nodes (subway, LIRR, parking facilities) and building exits. The stairwells leading from the arena to the subway were closely analyzed to determine pedestrian flow rates and levels of service.

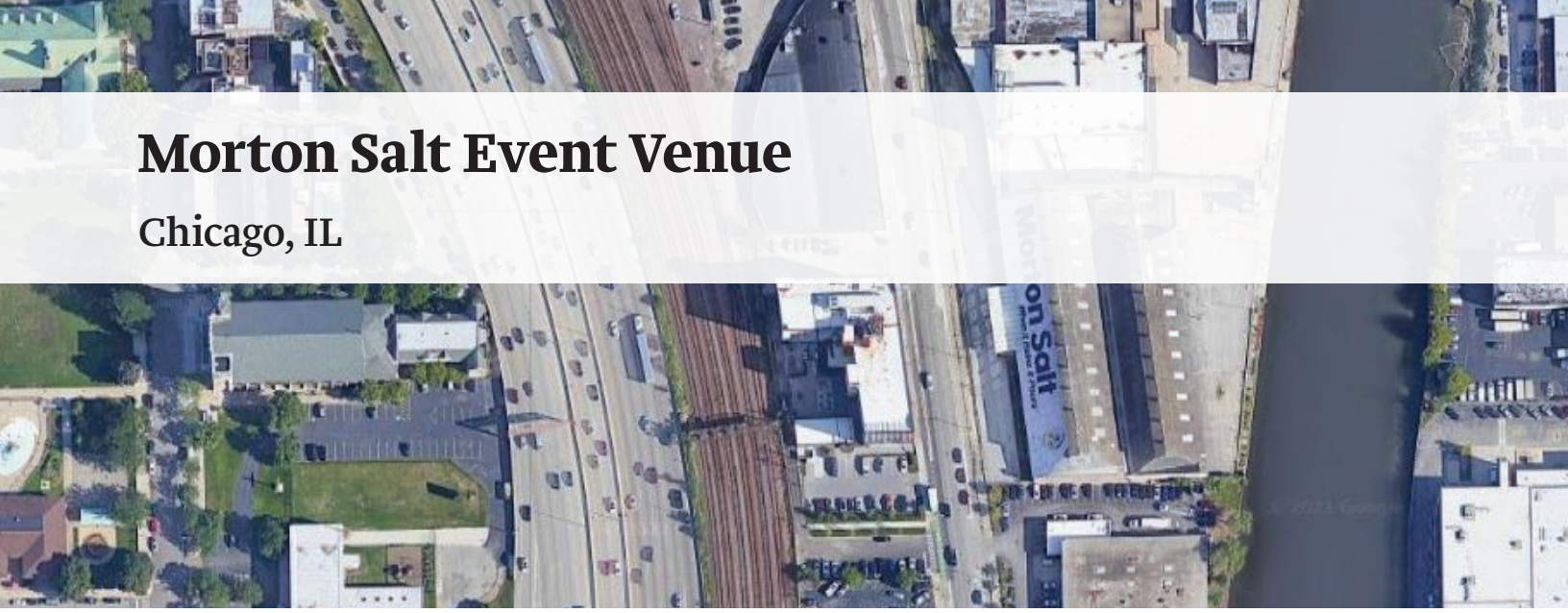
Client
Forest City Ratner Companies

Services
- Transportation Planning
- Transportation Demand Management
- Traffic Analysis
- Parking Analysis
- Transit Analysis and Logistics
- Traffic Mitigation
- Agency Coordination
- Public Outreach

Dates
2006–2013

P22-03-3660

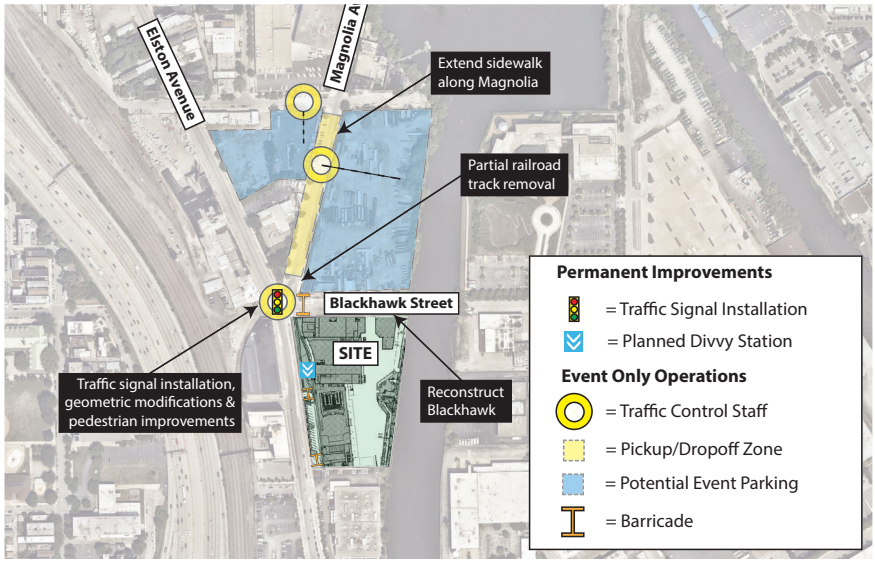
Sam Schwartz
A TYLin Company



Morton Salt Event Venue

Chicago, IL

Under the leadership of Blue Star Properties and R2 Companies, an adaptive reuse is proposed for the former Morton Salt warehousing and packaging facility to provide a combination of office, bar/restaurant, and special event uses. The subject site is located in the heart of the North Branch Industrial Modernization Corridor, which was recently subjected to a rezoning effort by the City of Chicago to allow mixed-use development in this historically industrial neighborhood. In support of this redevelopment's needs during the typical weekday commuter periods and during special events in the evening, Sam Schwartz devised a detailed methodology for assessing the mode split, routing patterns, and transportation impact of the project. Recommendations identified in this study included a suggested staging area for taxis and rideshare vehicles, use of geofencing to reinforce that staging area, and other traffic management strategies to employ during special events. Additionally, improved pedestrian amenities and the installation of a new traffic signal at Elston Avenue/Magnolia Avenue/Blackhawk Avenue were recommended. This project was approved by the City of Chicago in early 2021, and Sam Schwartz continues to support the project in coordination with the Illinois Department of Transportation for potential improvements along nearby North Avenue.



Client
Blue Star Properties

Services
- Traffic Engineering
- Transportation Planning
- Expert Testimony
- Agency Coordination

Dates
2019–Present

P22-03-3660

Sam Schwartz
A TYLin Company

Wrigley Field Traffic Engineering Services

Chicago, IL

Sam Schwartz has provided traffic engineering services to the Chicago Cubs since 2012 to support various initiatives aimed at improving the fan experience and managing the impact of game-related transportation demands on the surrounding community. Among these services, Sam Schwartz supported the development of an adjacent hotel, office building, and entertainment plaza now known as Gallagher Way. Additional services have included a study of traffic impacts associated with modified start times for games and a Transportation Demand Management program to reduce traffic congestion and on-street parking demand.

Client
Chicago Cubs

Services
- Traffic Engineering
- Transportation Demand Management

Dates
May 2012-2020

Sam Schwartz
A TYLin Company

P22-03-3660

Washington Nationals Park Traffic Operations + Parking Plan

Washington, DC

Sam Schwartz has played a key role in managing the Nationals Park Traffic Operations and Parking Plan since 2013. Sam Schwartz was brought on by DDOT to analyze stadium attendance and transit ridership and to determine attendance thresholds associated with tiered staffing plans for game days. Sam Schwartz coordinates with a diverse group of stakeholders impacted by game-day activities and provides recommendations regarding traffic operations, including signal timing and messaging to direct drivers to the stadium and back to the Maryland/Virginia suburbs.

Sam Schwartz prepares inventories and maps showing the locations and capacities of offstreet parking facilities and an inventory of on-street parking spaces. Our team provides technical support to DDOT throughout the season for converting strategic curbside locations to alternative uses by prohibiting parking on game days.

Sam Schwartz helps identify suitable locations for curb access by ride-share vehicles such as Lyft and Uber, and develops plans to establish off-site staging areas for these vehicles. Our team also develops transportation demand management recommendations, including updated web content and information regarding transit bus services and bicycle routes.

Sam Schwartz also promotes pedestrian safety and transit use. Our team prepared maps highlighting walk routes from Metrorail and transit bus stops, and placement of Traffic Control Officers to mitigate pedestrian/vehicle conflicts.

Client
District of Columbia Department of Transportation (DDOT)

Services
- Traffic Engineering
- Transportation Planning
- Wayfinding

Dates
January 2013–Present

P22-03-3660

Sam Schwartz
A TYLin Company

IL 47/ I-90 Interchange Improvements

Village of Huntley, IL

Services

Highways - Roads & Streets
Special Studies - Location Drainage
Special Studies - Surveying
Environmental Reports - Environmental Assessment
Location Design Studies - Reconstruction/ Major Rehabilitation
Special Studies - Traffic Studies
Highways - Freeways
Structures - Highways: Advanced Typical
Special Studies - Lighting: Typical
Hydraulic Reports - Waterway Complex

Client

David Johnson
Village Manager
Village of Huntley
10987 Main Street
Huntley, IL 60142
[redacted]

GRAEF was retained by the Village of Huntley to complete Phase I and II design services for this interchange reconstruction project. The existing interchange includes ramps to and from the east, and there was a need for a full access interchange accommodating all traffic movements. GRAEF, along with traffic and environmental subconsultants, developed a Phase I Design Concept Report and Phase II bidding documents meeting both Illinois Tollway and IDOT requirements. Stakeholders in the project include IDOT, the Illinois Tollway, the Village of Huntley, Kane County, and McHenry County. This multi-jurisdictional project required numerous public meetings and presentations prepared by the design team. Monthly updates were also provided to the various stakeholders in order to keep them current with project developments.

The initial focus of the Phase I design effort concerned traffic projections. Traffic projections developed in the Feasibility Study, which was also prepared by GRAEF, were updated to reflect the latest development data. The Half Cloverleaf interchange, deemed preferred in the Feasibility Study, still remained the selected interchange based on the updated traffic. Once this layout was confirmed, detailed horizontal and vertical geometrics were developed.

GRAEF completed the Phase II design documents, and construction was completed by at the end of 2013. The facility is an All Electronic Tolling interchange. Since cash payments will not be accepted at the plazas, the right-of-way requirements were reduced due to narrower plazas as well as a reduction in queue requirements. The final documents include a number of sustainable design elements, including geothermal energy at the plaza control buildings, vegetative trellises on the control buildings, water quality enhancements on detention pond outflows, permeable shoulders in some project locations, reflective roofs on the control buildings, and warm mix asphalt proposed on the ramps.

The Village of Huntley was anxious to realize a full interchange at this location. The resultant economic development and convenience of the interchange for their residents were primary motivating factors for completion of the interchange.

P22-03-3660

Potter Road

Cook County Highway Department, Cook County, IL

Services

Highways - Roads & Streets
Traffic Signal Plans
Location Drainage Studies
Route Survey
Traffic Study
Hydraulic Studies
Planning

GRAEF worked with the Cook County Highway Department for the reconstruction of Potter Road from Dempster Street to Golf Road, a distance of over one mile.

The work consisted of the preparation of Phase I plans and reports, and Phase II final plans for 1.5 miles of roadway. The improvements consisted of widening, reconstruction, turn lanes, water mains, traffic signals, and a complex drainage system (including a 5'x7' box culvert). The project was located in the City of Park Ridge, City of Des Plaines, Maine Township and unincorporated Cook County. The roads were under various jurisdictions, including IDOT, CCHD, and Maine Township. USACOE permit was applied for and granted.

The traffic signal work consisted of the preparation of four Intersection Design Studies for improvements including traffic counts and projections, geometric design, warrant analysis; interconnect analysis and implementation, and intersection capacity analysis. Permanent traffic signal plans and temporary traffic signal plans were then designed. The intersections of Potter Road with Dempster Street, Ballard Road and Golf Road had to meet IDOT and CCHD requirements, with the intersection of Potter Road with Church Street designed to CCHD guidelines. These intersections included Emergency Vehicle Preemption installation and/or relocation.

The work was primarily performed for the Cook County Highway Department, funded by county MFT. Sidewalk and water main work was performed for the City of Des Plaines, and water main work was performed for Maine Township, along with coordination and inclusion of a turn lane for the Village of Park Ridge.

P22-03-3660

Pace Headquarters Office Building

Arlington Heights, IL

Client
Pace Suburban Services / RTA

Services
Structural Engineering
Site/ Civil Engineering
Land Surveying

Data
65,000 Square Foot
$13.7 Million Office Building Cost

GRAEF was retained by Muller2 to provide site and structural services for this two-story, 65,000 square foot office building in Arlington Heights, Illinois.

The site design included an interconnected series of detention basins Additionally, small height retaining walls were included to adequately provide detention on the limited site area. The design included a loading dock, looped water main, and traffic pattern analysis.

The structural system included steel framed floors with composite beams supporting concrete slabs on metal deck, with a mechanical penthouse composed of steel beams and steel joists supporting a roof metal deck. The lateral system used was steel moment frames in one direction and precast concrete shear walls in the other direction.

GRAEF also provided professional land survey services. This included a complete topographic survey of the 10.65 acre campus as well as a Plat of Survey for permitting and a Plat of Resubdivision in order to consolidate two parcels on the site.

P22-03-3660

Arlington Heights Fire Station #2

Arlington Heights, IL

Services

Structural Engineering
Civil Engineering

Data

25,300 Square Feet
$5.4 Million Construction Cost

GRAEF served as structural and civil engineer for design of a new 25,300-square-foot fire station. The facility has a single-story apparatus bay comprised of metal and wood roof joists on masonry bearing walls and concrete wall footings. The station's two-story portion included a concrete basement and was comprised of a wood truss roof, a concrete deck, steel framed floors, and masonry bearing walls. The design also included 270 linear feet of cast-in-place concrete retaining wall. Site design included underground detention as well as tight grading tolerances due to the limited site size and pavement slope requirements.

The building consists of administration, residential, and apparatus areas. The apparatus area has four drive-through bays, direct vehicle exhaust, radiant heating, and a hose tower. The first floor consists of the residential area with bunkroom, locker rooms, dayroom, kitchen and support facilities. The administrative office area is on the second floor with offices, conference room and training room. The basement contains mechanical and electrical spaces along with fitness and storage space.

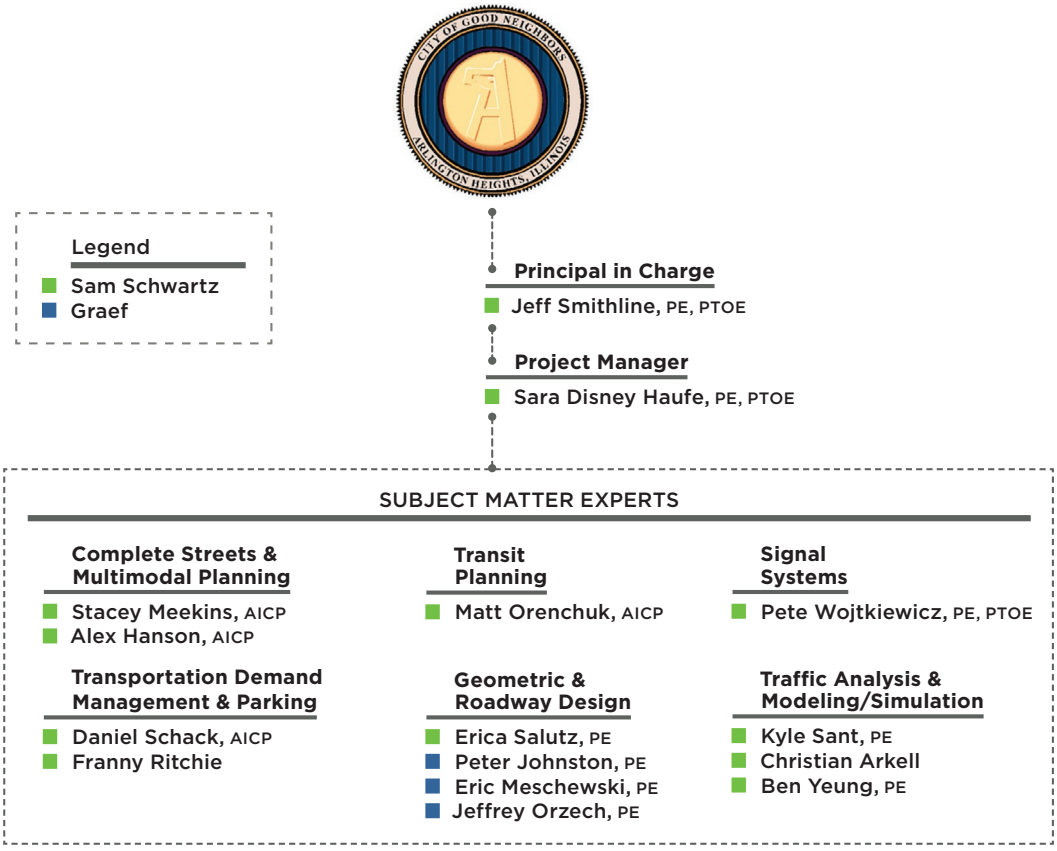
P22-03-3660

P22-03-3660

03. Project Team

The successful redevelopment of the former Arlington International Racecourse must create a balanced mobility ecosystem in order to achieve a vibrant mixed-use entertainment district, a transit-oriented community for new residents, and a world-class sports facility. It is therefore critical that the Village's selected consultant have the ability to provide comprehensive transportation expertise—and at Sam Schwartz, we pride ourselves on our truly integrated approach to projects. Between our traffic engineers, transportation planners, parking experts, transit planners, and design engineers, we work seamlessly across disciplines. This culture of cross-pollination is embedded in our values and revealed in our project approach that delivers stronger, more comprehensive solutions to our clients. Combined with GRAEF's civil design expertise on infrastructure projects for state, county, and local agencies, Sam Schwartz's comprehensive and robust approach to identifying transportation solutions will provide a remarkable asset on this project.

In support of the Village of Arlington Heights, we have assembled a team of local and national experts who offer the breadth and depth of experience needed to support the Village of Arlington Heights in this endeavor. Project leadership will be provided by **Sara Disney Haufe, PE, PTOE (Project Manager), Jeff Smithline, PE, PTOE (Principal in Charge), Daniel Schack, AICP (Stadium & TDM Subject Matter Expert), Franny Ritchie (Parking & TDM Subject Matter Expert),** and **Peter Johnston, PE (Civil Design Subject Matter Expert).** A personal bio for each leader is provided in the following pages. Additional subject matter experts are shown in our team's organizational chart. Resumes for the entire team may be found in the Resume Appendix.



P22-03-3660

Sara Disney Haufe, PE, PTOE: Project Manager

Sara is the Director of Traffic Engineering (Chicago) and a Senior Associate with Sam Schwartz, offering 17 years of experience in traffic engineering and transportation planning throughout the Chicago metropolitan area. During this time, Ms. Disney Haufe has managed hundreds of projects for clients in the private sector (including developers of all land use types) and public sector alike, providing her with a perspective that allows her to better serve clients on both sides of the table. This well-rounded point of view has benefited such projects as the Obama Presidential Center, which required coordination with both CDOT and IDOT to achieve the closure of a major arterial through Jackson Park and accommodate displaced traffic demand on other corridors; peer review services and public testimony in support of the City of Waukegan as they navigate the review process for the American Place Casino; and the Randolph Street Corridor Improvement Study in Chicago's vibrant and rapidly developing West Loop. Through these projects and others, she has managed staff across all transportation disciplines and in multiple Sam Schwartz offices, as well as coordinating work by subconsultants located as close as Chicago and as far as Barcelona, Spain. Her work and project management style are characterized by the ability to balance competing interests, communicate successfully with partners and stakeholders about complex technical issues, and develop multimodal solutions that are cohesive with adjacent land uses.

Sara has been recognized by the Urban Land Institute Chicago District Council as their 2019 Young Visionary of the Year, and through the Illinois Chapter of the American Planning Association, she has trained Plan Commission members and municipal planners to understand the traffic and parking studies commonly presented by developers' consultants.

Jeff Smithline, PE, PTOE: Principal in Charge

Jeff Smithline, PE, PTOE, will serve as Principal in Charge for this project. Jeff is a Senior Vice President and National Director of Traffic Engineering at Sam Schwartz with 25 years of experience completing traffic engineering and transportation planning studies for both the public and private sectors. He has specific experience with large sports venues across all major professional sports in both urban and suburban contexts, including the NFL, NBA, MLS, MLB, and NHL. He specifically worked with representatives of the NY Giants and NY Jets in providing a peer review of the traffic impact study for the proposed American Dream retail and entertainment center adjacent to MetLife Stadium to determine how new traffic generated would impact gameday operations and identify mitigation measures. In the Chicagoland area, he prepared the traffic impact study for the Obama Presidential Center and serves as Principal in Charge for the Randolph Street Corridor Improvement Study in Chicago's West Loop.

P22-03-3660

Daniel Schack, AICP is a Senior Associate and Director of Sam Schwartz's New York Planning Department. He has over fifteen years' experience managing an array of transportation studies for large-scale event venues and dense urban development sites. This has included development and successful implementation of a comprehensive TDM plan for Barclays Center in Brooklyn, New York that included detailed plans for transit service, roadway operations, parking locations and pricing, and marketing initiatives to encourage fans to use transit. He also led the development of the mobility plan for the Nassau Hub site that will turn the area surrounding the Nassau Coliseum into a vibrant and sustainable mixed-use district. Mr. Schack is adept at developing site-specific plans for multi-modal connectivity that minimize the need to rely on single occupancy vehicles and balance the needs of all users.

Franny Ritchie is a transportation planner with a particular focus on campus and district settings. Prior to joining Sam Schwartz, she worked in university facilities consulting and within the capital planning office of the University of Illinois Chicago, where she worked on long-term strategic planning around parking provision and Transportation Demand Management for the university and hospital. At Sam Schwartz, she has continued to focus on campus-style development, including large-scale mixed-use districts. Recent projects include a transit and transportation analysis for the University of Chicago; a parking and placemaking analysis of a shopping center in the western suburbs of Chicago; and research to guide the City of Chicago's proposed zoning amendments in transit-oriented development districts.

Peter Johnston PE, LEED AP has managed both transportation and site development projects from planning through construction. As a life-long resident of Arlington Heights, he understands the importance an acceptable redevelopment of the Arlington Park property. GRAEF's current and prior interactions with the impacted transportation agencies as well Peter's unique understanding of Village, business, and resident concerns, will contribute to a redevelopment balancing the varied interests. Peter can clearly convey client expectations to team members and efficiently advance projects to meet required schedules. His technical background covers many civil disciplines and includes geometrics, pavements, traffic, drainage, erosion control, and utilities. Practical experience, excellent communication skills, and his formal MBA training in Operations Research allow him to move projects from conception to construction in an efficient and timely manner. Peter takes pride in his ability to rapidly respond to client concerns and engage the appropriate disciplines as necessary.

P22-03-3660

04. Approach and Implementation

A project of this magnitude and importance will require a multifaceted approach to the peer review process, particularly given the likelihood of phased development over the course of several years. The Village's selected consultant must be capable of more than ensuring the technical accuracy of the traffic and parking analyses prepared by the Chicago Bears' consultant; it will also be necessary to have a sufficient understanding of master-planned developments, stadiums, and entertainment complexes to ensure that all of the appropriate transportation considerations are addressed.

Based on our experience working on stadiums, special events, and large-scale development projects, Sam Schwartz has identified several focus areas for the traffic and parking peer review process and for independent research and analysis of the Chicago Bears' mixed-use stadium development plan, detailed below. This proposed scope of services would be executed as two interrelated tasks, with Step 1 being a review of the completeness and accuracy of the materials provided by the Chicago Bears development team and Step 2 being an independent investigation of the best-practice methodologies and mitigation/management strategies that our team believes will yield the best development outcome for the Village. A collaborative kick-off meeting with Village staff at the initiation of the project is envisioned to discuss the materials provided by the development team and confirm schedule and review objectives for the current stage of the peer review process.

Step 1. Initial Peer Review

This first round of peer review services for the proposed redevelopment would focus on two key deliverables from the Chicago Bears' consultant team: the initial "high-level" traffic and parking assessment and the concept site plan. Since the transportation components of the site plan lay the foundation for safe and efficient operation within the development and on adjacent roadways, it is important that both documents are reviewed in tandem to draw meaningful preliminary conclusions about the feasibility of the proposed redevelopment.

In reviewing these documents, Sam Schwartz would assess the placement and density of proposed land uses and leverage our knowledge of transportation best practices to provide initial review feedback. This assessment would be combined with an expert technical review of the calculations and projections expected in the initial traffic and parking assessment, informed by our team's past experience on similar projects and the findings of the independent research and analysis detailed in Step 2. Peer review services are highly dependent upon the nature of the deliverables subject to review, including the level of detail provided and the accuracy of the contents. Based on our assumptions about the materials that will be received, it is anticipated that the focus of our review may include but is not limited to the following:

Anticipated Site Plan Review Components

- Location, configuration, and intersection control for external access to Euclid Avenue, Wilke Road, and Rohlwing Road/Industrial Avenue/Winnetka Avenue, as well as the influence of these features on expected traffic functionality and user travel patterns
- The layout of internal roadways, intersections, and walkways, particularly with respect to congestion potential and conflict points for vehicle-vehicle and vehicle-pedestrian interactions

- Placement of designated staging and loading areas for transit, shuttles, taxi/Uber/Lyft, and valet service, as well as associated potential for internal gridlock and/or spillback onto external streets
- Access to and configuration of parking areas for efficient vehicular movements and safe pedestrian routing
- Spatial relationship and connectivity of the proposed development to the Arlington Park Metra Station to maximize visibility and accessibility of transit service
- Parcel layout and pedestrian and bicycle connectivity within the redevelopment to facilitate a "park-once" mentality
- Connections to the external pedestrian and bicycle network, including the multi-use path along Euclid Avenue, to facilitate non-auto travel

Anticipated Traffic & Parking Assessment Review Components

- Existing area traffic volumes and turning movements to establish an understanding of current travel patterns and demands on existing infrastructure, particularly at major intersections along Euclid Avenue, Wilke Road, Northwest Highway, Arlington Heights Road, and Rohlwing Road/Industrial Avenue/Winnetka Avenue and at nearby interchanges to IL 53 and to Interstate 90
- Trip generation projections for the proposed stadium and mixed-use facilities for various operating scenarios, including typical weekdays and weekends, weekday and weekend football games, and weekday and weekend concerts/special events
- Estimated routing patterns for the various user types traveling to, from, and within the redevelopment
- Parking demand projections and associated parking supply and lot layout by user group (football fan and VIP, employee, retail patron, resident, etc.) for on- and off-site parking facilities
- Inclusion of shared parking strategies, parking pricing, and off-site parking facilities to optimize parking operations and reduce its footprint
- Forecasted transit demand by type, including consideration of opportunities for increased transit and microtransit service via Metra and/or Pace during typical weekday and special event conditions
- Potential Transportation Demand Management (TDM) techniques to minimize vehicular demand during standard operations and during special events, such as transit promotion plans and employee commuter programs
- The efficacy of cited resources and assumptions, including those that inform mode splits, arrival and departure profiles, and internal capture between on-site land uses (also to be related to the independent research performed in Step 2)
- Potential special event transportation management strategies, including routing patterns by mode, internal street closures for pedestrian activity and Game Day/special event programming, shuttle service within the site and to/from off-site parking facilities, and placement of traffic control personnel
- Limits of the study area that will be included in future detailed traffic analyses

It is assumed that traffic modeling, such as Synchro/SimTraffic or VISSIM models of the study area, will not be provided in the initial traffic and parking assessment prepared by the Chicago Bears' consultant and that this will be part of future stages of peer review.

Based on the review components listed, Sam Schwartz and GRAEF will provide a high-level opinion of improvements needed to accommodate the proposed redevelopment under typical weekday and weekend conditions and

during football games/special events and assess the feasibility of constructing those improvements. The impact of these mitigation measures on the surrounding community will be reviewed with consideration for such factors as required property acquisition, high-level costs, and continuity with the regional transportation network.

Sam Schwartz and GRAEF will produce a memorandum detailing the results of this initial peer review. This document will include an assessment of the completeness and accuracy of the evaluation to date, recommended measures for further investigation by the Bears' consultant team, and guidance on the scope of future analysis steps. Areas of concern will be flagged with respect to the redevelopment characteristics and feasibility of accommodating associated transportation demands, and notable assets and benefits that the project may provide to the greater community will be summarized. This deliverable will be provided to Village staff and officials for review and use in discussions with the Chicago Bears.

Step 2. Independent Research & Analysis

Simultaneous with the peer review services described in Step 1, Sam Schwartz will conduct independent research and analyses to enable a comprehensive evaluation of transportation demands and needs for the proposed redevelopment and validate the assumptions and data utilized by the Chicago Bears' consultant team. The level of effort dedicated to this task can be modified in collaboration with Village staff upon receipt of the project-related materials that will inform the needs of the independent research and analysis task.

In the performance of this task, Sam Schwartz is equipped to leverage big data through our partnership with Replica, an outgrowth of Google's Sidewalk Labs that offers robust mobility information in support of transportation and land use planning projects. Replica offers the ability to define custom geographic boundaries of our analyses and extract information that isn't captured in traditional census data, including rideshare trips, trip purpose and distance, and origin-destination data. Due to our existing partnership with Replica, the data in its activity-based model can be accessed instantly with no additional cost at the project level.

Guided by our past project experience on stadiums/arenas, special events, and large-scale mixed-use developments, elements of our team's independent research and analysis may include:

- Sourcing available case studies and precedent data accumulated by Sam Schwartz on prior sports venue projects to establish best practices and to inform assumptions about travel behaviors, such as vehicle occupancy, arrival/departure profiles, and effective Transportation Demand Management strategies
- Leveraging Replica's activity-based models to assess relevant travel behaviors at Soldier Field and at other NFL stadiums and sports arenas with similar characteristics to the proposed redevelopment project, including:
  - Existing origin-destination information for patrons of Chicago Bears football games and for concerts and other major events at Soldier Field
  - Transportation mode splits, including personal auto, walking, biking, transit, and taxi/Uber/Lyft use
  - Duration and timing of arrival and departure profiles surrounding special events
  - Historic transportation activity for the former Arlington International Racetrack to provide a point of comparison with the proposed redevelopment
- Validating the data sources used by the Chicago Bears' consultant team and ensuring the use of best-practice resources in projecting traffic and parking generation for the redevelopment project under various operational scenarios (weekday vs. weekend, typical vs. football game vs. concert, etc.) and with consideration for the interaction between on-site uses for the given mixed-use development profile

- Validating foundational traffic data in the Chicago Bears' study by reviewing the Illinois Department of Transportation (IDOT) traffic count database and, as specified in the RFP, supplementing with spot turning movement counts at up to eight (8) intersections for a total of up to 16 hours each, spanning anticipated peak hours of the area transportation network and of the redevelopment itself
- Assessing opportunities for increased transit service, such as staging trains on the third track of Metra's Union Pacific Northwest Line at Arlington Park, expanding Pace's On Demand service boundary north of Euclid Avenue and providing more expedient arrival times during events, or supplementing these existing services with new targeted options
- Utilizing the results of forementioned independent research tasks to assess projected trip distribution estimates, trip assignment projections, and parking demand projections provided by the development team, thereby enabling a high-level assessment of potential impacts and capacity constraints
- Comparing forecasted special event activity to existing area traffic demands in order to identify likely critical periods of activity, such as Monday Night Football games and weeknight concerts that would result in a coincidence of special event traffic with weekday evening commuter traffic
- Identifying potential off-site parking locations, utilizing Replica to validate complementary parking demand characteristics at large-scale office complexes along the I-90 corridor in nearby communities like Schaumburg, Rolling Meadows, and Elk Grove Village; Woodfield Mall; or Harper College
- Performing a field visit to assess existing infrastructure conditions as a means to inform necessary improvements and associated high-level costs

Sam Schwartz and GRAEF will also utilize publicly available resources to identify planned area infrastructure improvements by the Illinois Department of Transportation, Cook County Department of Transportation and Highways, Metra, Pace Suburban Bus, Arlington Heights, Rolling Meadows, and others.

The results of our team's independent research and analysis will be integrated into the Step 1 memorandum to underpin the peer review comments provided by Sam Schwartz and GRAEF. As appropriate, a technical summary of the team's work will be produced as an attachment to that review memorandum.

Steps 3 through 6. Ongoing Consultancy and Expert Support

Sam Schwartz and GRAEF will be available as an ongoing resource to the Village of Arlington Heights through the duration of the redevelopment review process to provide expert insights as the plan advances. As each set of milestone deliverables is provided by the Chicago Bears and their team of consultants, the Sam Schwartz team will coordinate with Village staff on the objectives and desired schedule of continued peer review services to ensure that sufficient resources are allocated to the task at hand. Anticipated future review tasks that the Village of Arlington Heights may require assistance with may include, but are not limited to:

- Technical review and validation of transportation models, particularly in software packages such as Synchro/SimTraffic, VISSIM, CUBE, and others
- Assessing detailed traffic management and TDM plans for various event conditions, including event type, day, and time
- Assisting with the Village's coordination efforts by leveraging our team's familiarity and relationships with state, county, and regional authorities in transportation, transit, and planning, including IDOT, CCDOTH, RTA, Metra, Pace, and CMAP

Our team will communicate proactively with Village staff throughout the execution of each task to ensure that the Village's primary concerns and best interests are honored in the review process, yielding recommendations for conditions and requirements of approval that align with the community's objectives. Official documentation of our findings will be provided at appropriate and agreed-upon milestones, including but not limited to a final report to the Village Board and for public distribution.

Our lead staff members routinely represent our work to both technical and non-technical audiences in negotiation meetings, design charrettes, community engagement events, and public hearings. Transportation is a foundational component of our daily lives, and concerns about transportation impacts can produce intense and visceral responses on the part of local constituents—and, therefore, on the part of the municipal staff and government officials who serve them. As a representative of Arlington Heights, the Sam Schwartz team will apply highly effective communication skills to contribute meaningful technical insights to meetings and presentations in a manner that is both informative and accessible to the given audience. This service will be available to support Village staff in discussions with elected officials at the local, regional, and state levels; the Chicago Bears development team; jurisdictional transportation agencies and transit authorities; and/or members of the public.

P22-03-3660

05. Cost Proposal and Fee Schedule

The effort required to complete peer review services is highly dependent upon the size and completeness of the deliverable being reviewed, as well as the nature of the review desired by the municipality. Likewise, the degree of independent research and analysis required must align with the complexity of the redevelopment plan and associated programming. Sam Schwartz and GRAEF therefore developed the fee estimates presented on the following page for Step 1 and Step 2 services with the use of assumptions informed by our past experience on similar projects and as an effective representative of municipal clients in a peer review role. If our team should be selected to support the Village of Arlington Heights in this endeavor, we will be happy to collaborate with Village staff on an appropriate investment of effort in these initial services.

For ongoing consultancy under this contract, hourly rates for Sam Schwartz and GRAEF staff are listed below. All rates utilized in the preparation of this proposal are based on a 3.0 multiplier and are subject to increases in accordance with annual salary adjustments for staff.

Sam Schwartz

Title	Representative Hourly Rate (2022-2023)
Senior Vice President	$330
Vice President/ Principal	$252
Senior Associate	$204
Associate	$177
Senior Engineer II	$159
Senior Engineer I	$144
Engineer II	$126
Engineer I	$111
Field Technician	$84
Senior Planner II	$141
Senior Planner I	$129
Planner II	$120
Planner I	$102

GRAEF

Title	Representative Hourly Rate (2022-2023)
P8	$205
P6	$175
P3	$150

P22-03-3660

Estimated Hours by Title

		Representative Hourly Rate	Step 1 Hours	Step 2 Hours
Sam Schwartz	Sr. Vice President	$330	20	10
	Vice President/ Principal	$252	14	4
	Senior Associate	$204	64	30
	Senior Engineer I	$144	48	34
	Engineer I	$111	16	24
	Field Technician	$84	0	45
	Senior Planner II	$141	46	30
	Planner II	$120	0	36
GRAEF	P8	$205	5	1
	P5	$175	23	31
	P3	$150	4	12
	Expenses (Count Processing, Travel, Misc.)		0	$3,360
	Fee Estimate Step by Step		$44,008	$41,108
	Total Fee Estimate			**$85,116**

P22-03-3660

06. Proposed Schedule

Based on the assumptions detailed within our proposal, it is anticipated that initial peer review services and associated independent research and analysis would be completed within an estimated eight weeks. As desired, the Sam Schwartz team can facilitate weekly or biweekly status meetings with Village staff to streamline the communication of critical information and enable the expedient completion of services.

P22-03-3660

07. Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Marquis Professional Risk 485A Route 1 South, Suite 240 Iselin NJ 08830	PHONE (A/C, No, Ext): [redacted] FAX (A/C, No): [redacted] E-MAIL ADDRESS: [redacted]

INSURED	SAMSCHW-01
Sam Schwartz Engineering, DPC Sam Schwartz Consulting, LLC 322 8th Avenue, 5th Floor New York NY 10001	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : StarStone National Insurance Company	25496
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14358410 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PSB0004108	10/1/2021	10/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			PSA0001898	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A B	X **UMBRELLA LIAB** X OCCUR			PSE0002169 81275I210ALI	10/1/2021 10/1/2021	10/1/2022 10/1/2022	EACH OCCURRENCE	$ $5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ $5,000,000
	DED X RETENTION $ 10,000						Excess policy limit	$ $1,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		PSW0002818	10/1/2021	10/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			RDP0044817	10/1/2021	10/1/2022	Per Claim/ Aggregate	$2M/$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

P22-03-3660

P22-03-3660

Sara Disney Haufe, PE, PTOE

Senior Associate + Director of Traffic Engineering, Chicago

Project Manager

Ms. Disney Haufe expertly balances her technical expertise and accessible communication style, positioning her to build consensus between decision makers, stakeholders, and daily users for successful project outcomes.

Relevant Experience

Waukegan Casino Peer Review Services, WAUKEGAN, IL

As a trusted advisor to the City of Waukegan, Ms. Disney Haufe is leading Sam Schwartz's peer review efforts to assess the technical quality and completeness of traffic impact analyses performed by the casino developer's consultant. Other services have included a review of multiple site plan iterations for the temporary casino site, participating in project meetings to represent the City's interests, and expert testimony to the City's Planning & Zoning Commission. The temporary casino was approved and is expected to open on July 1, 2022, and Sam Schwartz's support to the City of Waukegan will continue through the site plan review and approval process for the permanent casino slated to open by 2025.

Wrigley Field Traffic Engineering Services, CHICAGO, IL

Ms. Disney Haufe oversaw Sam Schwartz's traffic engineering analysis of potential neighborhood traffic closures to support a security buffer before, during, and after Cubs games and other events. Recommendations included such special event traffic management strategies as variable message signage, placement of traffic control aides, and adjustments to transit service during games.

Obama Presidential Center Transportation Impact Analyses, CHICAGO, IL

Ms. Disney Haufe serves as the main point of contact and the liaison between the Barack Obama Foundation and CDOT for Sam Schwartz's ongoing transportation analysis and support for the Obama Presidential Center (OPC). With the planned closure of a major IDOT arterial, the adjacency of four CTA bus routes, and robust non-auto travel due to the OPC's setting in an historic park and near a university, Sam Schwartz's multimodal analyses for this project have included a review of transit accessibility during site selection; curbside pick-up/drop-off queue projections for Transportation Network Providers (TNPs), taxis, and charter buses; the preservation and planning of pedestrian accessibility during construction;

Years of Experience
17 Years

Education
B.S. Civil & Environmental Engineering
University of Illinois, 2005

Certifications
Professional Engineer: IL, WI

Professional Traffic Operations Engineer

Professional Affiliations
Urban Land Institute Chicago, Full Member; 2019 Young Visionary Award Winner; 2018 Kahan Fellow

Institute of Transportation Engineers, Illinois Section former President

*Performed under previous employment

Sam Schwartz
A TYLin Company

P22-03-3660

traditional intersection capacity analyses; and review of engineering plans by other consultants.

Morton Salt Concert Venue Transportation Impact Study, CHICAGO, IL
Ms. Disney Haufe was the project manager for a multimodal transportation evaluation of this adaptive reuse development in Chicago's North Branch Industrial Corridor. Key recommendations included improvements to the Elston Street bicycle infrastructure, Transportation Demand Management strategies to encourage multimodal travel and manage vehicular demand during concerts and special events, and improvements to the Elston Avenue/Magnolia Avenue/Blackhawk Avenue intersection to improve operation and safety for vehicles, pedestrians, and bicyclists.

Richton Road Phase I Study, RICHTON PARK, IL
As a subconsultant GRAEF, Ms. Disney is the project manager for Sam Schwartz's work on the Richton Road One-Way to Two-Way conversion, Phase I for the Village of Richton Park. The project envisions the conversion of Richton Road and Poplar Street from one-way to two-way streets. Traffic projections and analyses based on a previous Sam Schwartz study were performed, along with crash analyses to identify recommendations for mitigating safety issues. Ms. Disney Haufe facilitated coordination efforts with both IDOT and Cook County DOTH staff.

Main Street Triangle District Parking & TDM Study, ORLAND PARK, IL
On behalf of the Village of Orland Park, Ms. Disney Haufe led a shared parking analysis of the transit-oriented Main Street Triangle district in response to a developer's proposal for additional mixed-use development on site. Accounting for the Village's parking supply commitments to the University of Chicago Medical Center, as well as anticipated Transportation Demand Management (TDM) strategies that reflect the complementary nature of uses within this walkable site, the study aided Orland Park staff in identifying parking requirements of the developer as part of the site plan review and approval process.

***Navy Pier Master Plan & Circulation Study,** CHICAGO, IL
As part of a multidisciplinary project team, Ms. Disney Haufe provided traffic engineering and transportation planning services for the Navy Pier Master Plan. With nearly nine million visitors per year, Navy Pier accommodates a variety of travel modes, including personal autos, taxis, buses, trolleys, bicyclists, and pedestrians. The need for efficient multimodal access and circulation under a variety of seasonal conditions was paramount in the traffic component of the Master Plan. Recommended improvements included revised traffic circulation, vehicle staging, and pedestrian accommodations in order to maximize safety and functionality.

Randolph Street Corridor Study, CHICAGO, IL
As project manager of a multidisciplinary team under contract to the Chicago Department of Transportation (CDOT), Ms. Disney Haufe is leading this transformative effort to create a new vision for Randolph Street in Chicago's West Loop. In support of CDOT's objective to eliminate the service lanes and improve people space along this corridor, Ms. Disney Haufe led a robust data collection effort that documented complex vehicular operations, heavy parking demand and curbside pick-up/drop-off activity, a vibrant pedestrian environment, and travel via bicycle, scooter share, and other personal forms of micromobility. Work on this project to date has included the development of numerous corridor design alternatives that are responsive to IDOT standards and CDOT objectives, consideration for known and unknown development proposals, and both in-person and virtual public engagement efforts.

Jeff Smithline, PE, PTOE

Senior Vice President + National Director, Traffic Engineering

Principal in Charge

Through his deep experience in traffic engineering and transportation planning, Mr. Smithline delivers projects that consider mobility and safety for all roadway users. He solves complex problems on projects that range from neighborhood and campus transportation plans to concept development/alternatives analyses for infrastructure improvements to traffic studies for new developments.

Relevant Experience

MetLife Stadium: Game Day Traffic & Parking Evaluation, MEADOWLANDS, NJ

Mr. Smithline was a Technical Advisor on retained by MetLife Stadium to conduct a multi-faceted transportation planning analysis and review of the traffic and parking impact of the American Dream Meadowlands development. The Giants and Jets had concerns that the traffic and parking activity associated with the proposed adjacent entertainment and retail complex. He performed a peer review to determine the traffic generation potential of the American Dream facility utilizing assumptions regarding arrival/departure patterns, transit ridership, vehicle occupancy, and other factors tailored to NFL games. His team identified mitigation necessary to provide acceptable game day traffic conditions when considering the combined American Dream facility and the stadium patrons. The mitigation and improvement scenarios identified the basis of the Game Day Operating plans that were put in place along the surrounding roadway network, highway ramp system, and within the stadium property and parking areas.

Nassau Events Center Redevelopment, UNIONDALE, NY

Mr. Smithline was Project Director for the transportation analyses associated with the proposed redevelopment of the Nassau Coliseum site into a stadium, retail, and entertainment destination. He was responsible for all the aspects of the transportation analysis for the EAF including data collection, trip generation, volume projections, detailed analyses, and recommended mitigation. The traffic analysis and project improvements were coordinated with the Town of Hempstead, Nassau County, and NYSDOT for approval. Sam Schwartz also performed a detailed shared parking analysis for the site. Mr. Smithline provided transportation expert testimony at Town hearings

Years of Experience

25 Years

Education

M.S. Engineering Management
Cornell University, 1997

B.S. Civil Engineering
Cornell University, 1996

Certifications

Professional Engineer: NY, NJ, FL, IL, CT, DC, IN, MI

Professional Traffic Operations Engineer

Professional Affiliations

Association of Pedestrian and Bicycle Professionals

Institute of Transportation Engineers: Pedestrian & Bicycle Standing Committee; Urban Goods Movement Standing Committee

National Society of Professional Engineers

Publications

Co-author, FHWA's Signalized Intersection Information Guide, Second Edition

Presentations

"Urban Traffic Calming: The Queens Boulevard Safety Study," ITE Technical Conference, 2004

"Accounting for the Future of Working From Home in Post-COVID Traffic Forecasts," ITE Annual Conference, 2021

Sam Schwartz
A TYLin Company

Jeff Smithline, PE, PTOE

Sam Schwartz
A TYLin Company

Oakland A's Ballpark Development Peer Review, OAKLAND, CA

Mr. Smithline served as a technical peer reviewer for the Oakland Department of Transportation for the transportation plan for the proposed Oakland A's ballpark at Howard Terminal on the Oakland waterfront. He evaluated all traffic analyses, parking analyses, TDM mitigation measures, and rideshare (Uber/Lyft) management strategies as part of the CEQA process and advised the city on public outreach efforts and development of a mobility hub adjacent to the proposed ballpark. Peer review recommendations resulted in greater transit priority, including bus route extensions and bus priority lanes, additional rideshare/curbside management techniques, and a plan for an intermodal mobility hub adjacent to the ballpark.

New MLS Stadium in NYC, QUEENS, NY

Mr. Smithline was Project Manager for Sam Schwartz's transportation and parking analyses for the proposed MLS stadium in Flushing Meadows-Corona Park (FMCP), which would have been the home of a new expansion team. Work included developing assumptions for fan origins, modal splits, arrival/departure patterns, and vehicle occupancies; determining expected ingress/egress routes for employees, fans, and VIP; analyzing the potential impacts on area intersections during pre- and post-game peak periods; and identifying off-site improvements for potential impact mitigation. The parking analyses included collecting several days of parking utilization data to determine existing conditions; identify potential parking locations; calculate parking demands; and create supply and demand tables/graphs. He also prepared detailed analyses of the potential traffic and parking implications for same day tennis events or Mets games and developed weekday and weekend traffic management parking plans to address issues. To minimize traffic and parking needs, Mr. Smithline developed Travel Demand Management strategies (shuttle routes, enhanced transit, parking management, etc.) to reduce single-occupancy auto travel to the site. Sam Schwartz also provided stadium design input.

DDOT Washington Convention Center Traffic & Parking Plan Update, WASHINGTON, DC

Mr. Smithline served as Technical Advisor to update the Washington Convention Center (WCC) Transportation Operations and Parking Plan (TOPP), which was originally produced during the 2004 inaugural season and required a major update to reflect significant land use and transportation changes. Sam Schwartz provided a review and update of the 2004 TOPP, incorporating proposed and planned infrastructure changes, traffic analysis from relevant DDOT projects, and private sector development. Sam Schwartz reviewed crash & traffic data. Sam Schwartz created a VISSIM traffic simulation model to analyze potential traffic impacts regarding the new Marriott Marquis hotel and conducted on-site assessments during major events.

Barclays Center Traffic Study and Transportation Demand Management (TDM), BROOKLYN, NY

Mr. Smithline was Lead Traffic Engineer who managed the preparation of a comprehensive post-opening traffic study to examine the impacts of Barclays Center events on area traffic. The study included analysis of over 50 local intersections on both event and non-event days in the pre- and post-event peak hours. The study identified specific effects of arena traffic on individual intersections and movements, as well as a traffic mitigation plan that included striping changes, parking regulation adjustments, and changes to signal phasing/timing plans. He also helped develop the Barclays Center TDM program, which reduced the usage of private automobiles by arena visitors and their impact on the surrounding community. This included extensive research into successful TDM precedents and fan surveys on methods to change travel behavior; analyses of subway and bus service with the MTA to develop event transit plans; assessment of rail station capacity and service to ensure patrons could be accommodated; operational plans for remote parking facilities and shuttle bus service; and vehicular and pedestrian wayfinding signage plans on nearby highways and sidewalks.

Daniel Schack, AICP

Senior Associate + Director of Planning

TDM & Parking

Mr. Schack has managed an array of transportation studies for the private and public sectors, including impact analyses, transportation demand management programs, traffic calming plans, and operational evaluations. Mr. Schack has worked with both small developers and major event venues and institutional facilities. He is proficient in leveraging Big Data to identify and track critical metrics, working collaboratively with multi-disciplinary teams of planners, engineers, and data scientists, and balancing both qualitative and quantitative analyses to develop solutions.

Relevant Experience

Barclays Center Transportation Demand Management (TDM),

BROOKLYN, NY

Mr. Schack managed the Barclays Center TDM plan, leading the development of the successful program, which reduced the usage of private automobiles by arena visitors and their impact on the surrounding community. This included extensive research into successful TDM precedents and fan surveys and focus groups on methods to change travel behavior; analyses of subway and bus service with the MTA to develop event transit plans; assessment of LIRR station capacity and service to ensure patrons could be accommodated; transit marketing plans for the arena website and event promotional materials; operational plans for remote parking facilities and shuttle bus service; coordinated online parking reservation system to reduce area circulation and promote remote and HOV parking programs; and vehicular and pedestrian wayfinding signage plans on nearby highways and sidewalks.

Mr. Schack also managed the preparation of a comprehensive traffic study to examine the impacts of Barclays Center events on area traffic. The study included analysis of 56 local intersections on both event and non-event days in the pre- and post-event peak hours. ATRs were used to estimate regional vehicle arrival and departure patterns and a travel time analysis was performed for seven routes. The study identified specific effects of arena traffic on individual intersections and movements, as well as a traffic mitigation plan that included striping changes, parking regulation adjustments, and changes to signal phasing/timing plans.

Years of Experience

15 Years

Education

Master of City Planning
University of Pennsylvania, 2004

B.A. Psychology
New York University, 2001

Certifications

American Institute of Certified Planners

Professional Affiliations

American Planning Association

American Institute of Certified Planners

Institute of Transportation Engineers

ITE Pedestrian and Bicycle Council

ITE Sustainability Task Force

Urban Land Institute New York Infrastructure Council

Sam Schwartz
A TYLin Company

Nassau Hub Mobility Plan, TOWN OF HEMPSTEAD, NY
Mr. Schack managed the development of a Mobility Plan for the redevelopment of the Nassau Coliseum site into a mixed-use district centered around the renovated arena, including hundreds of residential units, offices, retail, and entertainment facilities. The Mobility Plan focused on ways to design and program the site to accommodate all travelers and reduce dependence on single occupancy vehicles. The project team conducted extensive research into mobility aspects of mixed-use developments around the country that are centered around large event venues. The plan included guidelines for bike parking locations and capacities at individual buildings, shuttle bus service to/from nearby LIRR stations, routing for upgrades to the local bike network, incorporation into potential local bike share systems, and TDM programs to encourage ridesharing, transit, and active transportation use by residents and workers.

Storm King Art Center Transportation Demand Management Plan, NEW WINDSOR, NY
Mr. Schack directed the development of a transportation demand management plan for the Storm King Art Center, a 500-acre outdoor sculpture park located ~60 miles north of New York City. The facility is undergoing a master planning effort for an expansion and expected doubling of visitors in the coming years, and the TDM plan is being created to allow these new visitors to be accommodated without building acres of new parking. Mr. Schack led the effort that is rooted in a quantitative analysis of current travel patterns to identify the visitors most susceptible to changing travel modes and targeted strategies to encourage them to do so. TDM elements developed for the plan included an enhanced shuttle bus service from the nearest rail station, pricing strategies to narrow the cost gap between driving and taking transit, messaging strategies to promote sustainable travel, utilization of New Mobility services (such as on-demand micro-transit systems), and long-term strategies to prepare for Autonomous Vehicles.

NYCEDC Morris Park Transportation Study, BRONX, NY
Mr. Schack served as the TDM task leader for this NYCEDC project to assess the existing transportation challenges in Morris Park, Bronx and develop a strategy to improve transportation connections between the project area, adjacent communities, and the region. The TDM plan included measures to allow commuters easier access to this large employment center without relying on single occupancy vehicles. The plan centered on proximity to a future new Metro North station and consisted of a set of measures to maximize local use and connection to the station, as well as several subway stations located beyond the Morris Park walkshed. Final elements included consolidation and optimization of private shuttle services, adjustments to MTA bus routes to better connect employment and residential areas, bike lane connections with regional and local routes, and limiting local parking options. The plan also included recommendations for employer-sponsored TDM programs, such as transit fare subsidies, carpool incentives, etc. to facilitate sustainable travel options.

NYP Brooklyn Methodist Hospital Traffic & Parking Plan, BROOKLYN, NY
Mr. Schack was the project director responsible for developing a traffic and parking plan to reduce traffic impacts of Brooklyn Methodist Hospital. Working for two clients, the hospital and a neighborhood association, he led the effort to evaluate the current and future traffic and parking issues in the area based on field studies, employee and visitor surveys, interviews with hospital staff, and community feedback. Traffic and parking plans were developed to alleviate current traffic congestion and limit future issues considering expansion. The plan focused on multiple TDM measures to reduce single occupancy vehicle use by employees and patients/visitors, including a shuttle bus from nearby rail stations, transit promotions, priority carpool parking, and parking price adjustments. The plan included revised curbside parking regulations and wayfinding to better manage ambulance, truck, taxi, etc. on the surrounding blocks.

Franny Ritchie

Senior Transportation Planner

TDM & Parking

Franny Ritchie is a transportation planner with a particular focus on campus and institutional planning. Prior to joining Sam Schwartz, she worked in university facilities consulting and within the capital planning office of the University of Illinois Chicago, where she worked on long-term strategic planning around parking provision and transportation demand management for the university and hospital.

Relevant Experience

Village Market Streetscape Improvement Plan, LA GRANGE PARK, IL

Ms. Ritchie is currently working with the Village of La Grange Park to develop a suite of recommendations for the improvement of Village Market and the surrounding area. Village Market serves as the Village's de facto downtown, and the Village seeks to enhance safety, access and placemaking. Ms. Ritchie is acting as the project manager, taking the Village through a public engagement process and using that process to inform a plan for future improvements.

University of Chicago Transportation Analysis, CHICAGO, IL

Ms. Ritchie is currently serving as a project manager to evaluate the existing University of Chicago transit service (including subsidized CTA buses, shuttles, and other transportation services) and make recommendations about how the university can rationalize its transportation offer. The project team has undertaken a data-driven analysis of the university's transportation resources and, in partnership with a group of university stakeholders, is making recommendations on how to maximize safety, reliability and access for the university community.

***Transportation & Parking Demand Management,** CHICAGO, IL

Over her three-year tenure at the University of Illinois at Chicago (UIC), Ms. Ritchie served as the subject matter expert for transportation demand management. She developed forecasting tools to anticipate and plan for the university's parking demand and supply over the course of the next ten years and developed a suite of programs to support alternative (non-private vehicle) commutes to prepare for changes to total parking provision.

Years of Experience

10 Years

Education

Master of City Planning
MIT, 2011

MA, Urban & Environmental History
SUNY-Albany, 2008

BA, Social & Cultural History
Carnegie Mellon University, 2005

Professional Affiliations

American Planning Association

Parking Reform Network

Publications

University Trends (contributing author)

Cambridge Independent (columnist)

Design After Decline (contributing researcher)

*work preformed under previous employment

Sam Schwartz
A TYLin Company

Franny Ritchie

Sam Schwartz
A TYLin Company

Better Streets for Buses, CHICAGO, IL
Better Streets for Buses is a public outreach project conducted jointly by CDOT and CTA. The two agencies are working together to collect public input on the best ways to improve user experience across the CTA bus network. Ms. Ritchie is acting as a project manager for public outreach phase of the project and the subsequent development of a framework plan to guide future capital improvements and funding pursuits.

Lemont Downtown Parking Analysis, LEMONT, IL
Ms. Ritchie worked with a team of designers and planners to address parking demand and customer experience in Lemont, IL. The team performed an occupancy analysis, made recommendations on rehabilitating underused public spaces, and

Point of the Mountain Smart Mobility Study, SALT LAKE CITY, UT
Point of the Mountain is a new development on an undeveloped site south of the city. Sam Schwartz was involved in making recommendations of the design and provision of mobility services. Ms. Ritchie contributed an analysis of parking demand as it related to 'Good/Better/Best' mobility provision, and to analyze anticipated demand given various pricing models for different mobility services, working to design an implementable 'Mobility as a Service' program for residents and employees.

City of Chicago e-Scooter Implementation, CHICAGO, IL
Working with the Chicago Department of Transportation, Ms. Ritchie worked as part of a Sam Schwartz team to develop a set of rules and regulations to govern the city's two-year e-scooter licensing program. Ms. Ritchie acted as co-author, researcher, and cross-departmental liaison between various City offices (Transportation, Disabilities, Legal, etc.), as well as helping the city in their stakeholder engagement process.

***Transportation & Parking Demand Management,** CHICAGO, IL
Over her three-year tenure at the university, Ms. Ritchie served as the subject matter expert for transportation demand management. This included a suite of presentations to the Chancellor and senior leadership, outlining anticipated changes to the university's parking and transportation demands into the next ten years and the proposal and implementation of various pilot programs to remedy UIC's transportation challenges.

***City and Government Liaison,** CHICAGO, IL
Ms. Ritchie served as the primary liaison for her office at UIC and external government and partner agencies. This meant communicating with city staff and elected officials; CDOT; and partner organizations within the Illinois Medical District. Conversations typically focused on pedestrian and safety improvements to campus and on places where university capital projects would potentially impinge on city rights of way.

***Biennial Commuter Survey,** CHICAGO, IL
Working with diverse stakeholders from across the University and UI Health, Ms. Ritchie professionalized a commuter survey of UIC's 48,000 stakeholders, laying the groundwork for a longitudinal analysis of UIC's commuting patterns.

***Bike Walk Oak Park Slow Streets,** OAK PARK, IL
Ms. Ritchie worked with executive committee of Bike Walk Oak Park; the Transportation Commission; and Village Trustees in Oak Park, IL to design the route; safety strategy; data collection; and community outreach around the Village's Slow Street pilot program in the summer of 2020.

***Massachusetts Institute of Technology Parking Analysis,** CAMBRIDGE, MA
As a staff member in the Office of Campus Planning, Ms. Ritchie developed a report outlining the challenges to MIT's parking and transportation provision. The report was used to inform MIT's AccessMIT program, a comprehensive TDM program that was implemented in 2016.

Stacey Meekins, AICP

Principal + National Practice Leader, Complete Streets

Complete Streets and Multimodal Planning

Ms. Meekins is a leading expert in pedestrian safety and mobility. She has focused her career on helping communities implement solutions to make their transportation systems more inclusive; establishing safer, more inviting environments that promote and empower walking and bicycling as integral modes of transportation.

Relevant Experience

Northwest Municipal Conference Multimodal Plan, SUBURBAN CHICAGO, IL
Sam Schwartz developed a comprehensive multimodal transportation plan for a region covering 44 member communities and 1.3 million residents. Sam Schwartz organized a broad coalition of local, regional, and state agencies to identify regional bike corridors and design and policy strategies to make it easier for people to walk and bike to transit. Ms. Meekins served as Principal in Charge for this plan.

Downtown Parking & Civic Study, LEMONT, IL
This study involves a comprehensive civic space and parking assessment for the Village of Lemont's downtown business district. Lemont's downtown is a thriving and growing destination for dining and entertainment. Ms. Meekins is serving as Principal in Charge of this study, overseeing quality assurance of deliverables.

Mundelein Downtown Subarea Plan, MUNDELEIN, IL
Two primary issues faced the Village of Mundelein in their downtown: 1. How to make the main street a walkable, bikeable, and business-friendly environment through streetscaping and cross-section changes; and 2. How to connect to regional bike trails that currently stop at either side of the downtown without a connection. Sam Schwartz analyzed options for the trail connection and developed conceptual designs for a sidewalk-level bikeway connection that maintains adequate space for pedestrian and commercial activity.

Uptown Normal Master Plan, NORMAL, IL
Ms. Meekins led the transportation analysis for the Uptown Normal Master Plan. Key issues that the town faced were cut-through traffic, poor connections for all modes, and an over-supply of parking yet a lack of turnover and the perception of a parking problem. The plan includes strategies for improving circulation and easing parking challenges.

Years of Experience
15 Years

Education
Master Urban Planning + Policy
University of Illinois at Chicago, 2005

B.S. Civil Engineering
Northwestern University, 2000

Certifications
American Institute of Certified Planners

Professional Affiliations
American Planning Association

Association of Pedestrian and Bicycle Professionals

Active Transportation Alliance

Women's Transportation Seminar

Presentations
National Complete Streets Coalition Instructor

Vision Zero: From Concept to Pracitce, Presenter, Ontario Traffic Council Vision Zero Symposium, 2021

Equity in Bikeshare, Panel Moderator, WTS Annual Conference, 2015; Chicago, IL

Vision Zero: From Concept to Practice, Presenter, Ontario Traffic Council, 2020

Sam Schwartz
A TYLin Company

Stacey Meekins, AICP

Sam Schwartz
A TYLin Company

Lincoln Square Master Plan, CHICAGO, IL
Sam Schwartz performed the transportation analysis for a master plan on the north side of the City of Chicago. The neighborhood is well-served by transit, including CTA bus and rail; however, there is a distinct division between the northern half of the neighborhood and the commercial and transit hubs. Sam Schwartz, led by Ms. Meekins, provided recommendations to improve connections for people traveling by all means between the disparate areas of the neighborhood. Additional recommendations focused on strengthening walkability in the core and strengthening the connection between the primary transit station and the commercial corridors.

Ann Arbor Transportation Master Plan,
ANN ARBOR, MI
Ms. Meekins was the Project Manager for a city-wide transportation master plan in Ann Arbor, Michigan. The plan used traditional data analyses combined with innovative approaches to assess the state of transportation relative to the City's goals. With a prominent goal being to achieve zero deaths and serious injuries from traffic crashes, a strong focus has been devoted to safety analyses and the development of strategies that make the transportation network safe for all users, in addition to working well as a whole system.

North Branch Framework Study, CHICAGO, IL
Ms. Meekins served as Project Director for Sam Schwartz of this multi-disciplinary study in Chicago's dynamic North Branch neighborhood. The study area included large development parcels that were historically protected industrial parcels along the North Branch of the Chicago River. Sam Schwartz provided transportation analysis to determine a suite of recommendations that will enhance multi-modal connectivity and minimize added congestion in an already constrained environment. Key recommendations included the development of a brand-new transit alignment linking these development sites to the regional transit hubs in downtown Chicago and a comprehensive upgrade to the network of traffic signals to make them more adaptive and able to better handle the variable traffic demands in the study area.

Wicker Park Bucktown Master Plan, CHICAGO, IL
Ms. Meekins led the transportation analysis and recommendations development for the Wicker Park Bucktown Master Plan update. The plan included recommendations for improving multimodal access in a vibrant neighborhood in Chicago. Less than six months after the plan's completion, the City has begun work on designing the recommended improvements along this corridor and at the intersection that serves as the hub of the neighborhood.

Tinley Park Mental Health Center Campus Redevelopment, TINLEY PARK, IL
Partnering with Farr Associates on a site plan for the redevelopment of a former state-run mental health facility, Sam Schwartz led the transportation analysis and design. At 280 acres, the site is the largest brownfields redevelopment site in the entire Chicagoland area. Situated adjacent to a Metra commuter rail station as well as community hubs including the Tinley Park library, the site had enormous potential. Ms. Meekins led the transportation component of the redevelopment plan, including development of alternative roadway networks, typical cross-sections, and a framework for parking that adapts to the specific land uses and locations of land uses on the site.

Glenview Comprehensive Plan, GLENVIEW, IL
Sam Schwartz served as the transportation expert on the Glenview Comprehensive Plan consulting team. Stacey led a series of exercises during the 4-day charrette to understand the community's concerns and priorities. The outcome was a set of high-priority corridors for bicycle travel, intersections and crossings in need of improvements for people walking, and intersections with significant congestion.

Alex Hanson, AICP

Associate
Complete Streets and Multimodal Planning

Mr. Hanson works with cities around the country to better connect their transportation policies and street design to community goals like health, equity, and resilience. He also specializes in using emerging data sources to understand transportation challenges and employing data to tell compelling stories that build support for transformative projects and plans.

Relevant Experience

NWMC Multimodal Transportation Plan, CHICAGOLAND, IL

The Northwest Municipal Conference (NWMC) includes more than 1.3 million citizens residing in 41 municipalities and 1 township across Chicago's north and northwest suburbs. As deputy project manager and technical lead for this regional plan (funded by CMAP's Local Technical Assistance Program), Mr. Hanson organized and led a broad coalition of municipalities, county and state departments of transportation, transit agencies, county forest preserves, and other stakeholders in identifying regional bike corridors and developing design guidelines and policy recommendations to make it easier for people to walk and bike to transit. He oversaw a survey of more than 2,000 centerline miles of sidewalks across the region and developed a methodology to identify high priority sidewalk gaps near schools and transit. Mr. Hanson also led the development of the final plan document, which includes a comprehensive toolbox on bicycle and pedestrian design strategies.

Ann Arbor Transportation Master Plan, ANN ARBOR, MI

Sam Schwartz partnered with the City of Ann Arbor to develop a transformative update to the City's Comprehensive Transportation Plan focused on eliminating deaths and serious injuries related to traffic crashes and enabling a rapid shift to a carbon neutral transportation system by 2030. Mr. Hanson acted as deputy project manager and technical lead for the project, helping to develop a successful community engagement process that involved thousands of residents and an innovative analytical approach to understand safety and other transportation needs. He also led the design of the all ages and abilities bike network, crafted strategies to address dangerous driving behaviors and high crash locations, and developed a values-based method to prioritize investments across the City.

Years of Experience
9 Years

Education
M.S. City & Regional Planning
Georgia Institute of Technology, 2017

B.S. Foreign Service
Georgetown University, 2011

Certifications
American Institute of Certified Planners

Professional Affiliations
American Cities Climate Challenge, Specialized Consultant

ULI Chicago Resiliency Initiative, Physical Infrastructure Task Force

Board Member, Association of Pedestrian and Bicycle Professionals – Chicagoland Chapter

American Planning Association

Publications
NACTO Designing Cities, From Pop-Up to Permanent: Delivering Lasting Impact from Pilot Projects, 2020.

Transportation Research Board, Aligning Organizational Structure with Strategic Direction in City Transportation Agencies, 2020

Association of Pedestrian and Bicycle Professionals, Street Typologies: An organizing framework for more walkable, bikeable streets, 2020

Walk/Bike/Places, Using Data to Assess the Potential Impacts of Dockless Bike Share in Your City, 2018

Sam Schwartz
A TYLin Company

Move Tucson, TUCSON, AZ
Sam Schwartz, as part of the Alta Planning and Design Team, is assisting in the development of MoveTucson, which will identify and prioritize key projects across Tucson and equip the city to implement a high-quality transportation system. Mr. Hanson is leading the analysis of the city's street network and transit system and utilizing mobile location data and innovative analyses to build a deep understanding of the issues and opportunities. Mr. Hanson also led the modeling and analysis of future transportation and land use scenarios to help understand tradeoffs and identify the most impactful projects for the City.

Divvy Bike Share Planning Support, CHICAGO, IL
Sam Schwartz has supported the planning and implementation of Chicago's Divvy bike share system since its initial launch in 2013. CDOT and Lyft came to an agreement in the spring of 2019 to modernize and expand the Divvy bike share system to cover the entire City of Chicago. Mr. Hanson worked closely with CDOT staff to design and negotiate performance standards that ensure an outstanding user experience, equitable coverage of the entire City, and ridership and outreach targets in areas of economic hardship. He also developed a tracking tool for CDOT staff to monitor compliance with all performance standards and provides ongoing guidance and support on performance measurements and system expansion.

New York City Streets Plan, NEW YORK, NY
Sam Schwartz is leading the development of NYC's Streets Plan to prioritize street improvements and other investments that improve safety, access, equity, and sustainability. Mr. Hanson is working with NYC DOT to develop a performance tracking framework for the plan—identifying performance indicators and targets for the department's key goals. He is also leading an assessment of NYC DOT's internal processes and systems, focused on how to improve project development and delivery, better engage the public in the planning process, and enhance internal coordination to improve efficiency and effectiveness.

Move DSM Transportation Master Plan,
DES MOINES, IA
Mr. Hanson acted as deputy project manager for Sam Schwartz' partnership with the City of Des Moines to design a multimodal transportation network and establish new street design standards that emphasize safety, health, and quality of life. He led the team's analysis of the current state of Des Moines' streets, evaluated safety and crashes on a city-wide basis, and developed new analytical approaches to measure accessibility and efficiency for users of all modes. Sam Schwartz used the findings from these analyses, in combination with extensive public and stakeholder engagement, to develop new street typologies that create a safe network that connects people to the places they want to go while also complementing current and future land use. Mr. Hanson partnered with the City to update its complete streets policy, and improve its project development and delivery processes to see the plan's recommendations through to reality.

Phoenix Key Corridors Master Plan, PHOENIX, AZ
The Key Corridors Master Plan is Phoenix's guiding document for determining modal and functional priorities on all major streets and prioritizing and coordinating transportation improvements. Mr. Hanson led Sam Schwartz' assessment of the existing transportation system—incorporating innovative performance metrics that examine access to jobs via different modes and quantify transit's contributions in reducing congestion and increasing overall people throughput. Mr. Hanson also developed a data-driven process for assigning modal and functional priorities to over 1,000 miles of major streets that incorporates urban form, existing activity patterns, and future land use along each corridor. He also led a citywide safety assessment and developed a toolbox of design and policy solutions as part of a safety action plan.

Matt Orenchuk, AICP

Principal + Transit and Rail Leader

Transit Planning

Mr. Orenchuk specializes in bus and rail operations planning, corridor planning, and long range and strategic planning. He has worked for all three transit providers in the Chicago region and has experience in numerous major metropolitan areas across the US. His work helps clients realize agency objectives and improve quality of life for riders by efficiently delivering service improvements.

Relevant Experience

***Chicago RTA Strategic and 10-Year Financial Plan,** CHICAGO, IL

Matt is the principal-in-charge for the consultant team leading the strategic plan for RTA. The team is helping RTA develop vision, goals, and strategies to address the major upheaval that COVID-19 has placed on the region's transit system, including a $700M funding gap projected for 2026. Work is expected to continue throughout 2022, with a plan adoption in January 2023.

CTA Better Streets for Buses Project, CHICAGO, IL

Matt is the principal in charge for the CTA project making recommendations to improve street configurations to address speed and reliability issues with CTA buses. Matt's team provided major public engagement support and is using that feedback to update the plan, including both proposed corridors for improvement and the proposed toolbox CTA and CDOT can use to address bus operational issues.

***Metra Station Optimization Study,** CHICAGO, IL

Matt was his firm's project manager for the Station Optimization Study as a subcontractor. Matt's team helped collect data on 234 stations in the Metra network, assisting in the analysis of under-performing stations. Matt's team also conducted an equity analysis task using Metra's Title VI criteria for stations identified for closure or consolidation.

***CTA Red Line Extension Project,** CHICAGO, IL

Matt was his firm's project manager and technical lead for the service planning and operations and maintenance tasks as a subcontractor. Matt's team reviewed existing ridership, loading, and transfer data to understand rider behavior in the study area. This information will be used to create multiple bus and rail service operating scenarios. Each scenario was

Years of Experience

18 Years

Education

Master of Urban Planning
University of Michigan, 2007

B.S. Civil Engineering
University of Notre Dame, 2002

Certifications

American Institute of Certified Planners

Professional Affiliations

American Planning Association

American Public Transit Association

*Projects completed prior to Sam Schwartz

Sam Schwartz
A TYLin Company

evaluated to determine a recommended course of action for bus and rail service changes due to the project.

University of Chicago Transit Planning Services, CHICAGO, IL

Matt was principal in charge for a transit plan recently conducted with the University of Chicago. This work reviewed all aspects of the university's transit services, including daytime shuttles, CTA routes, nighttime shuttles, and Lyft guaranteed ride home service. Matt's team reviewed existing data and made recommendations to improve travel to campus and the larger Hyde Park area.

***CTA Blue Line Capacity Study,** CHICAGO, IL

Matt was his firm's project manager and technical lead for the Blue Line Capacity Study as a subcontractor to a lead firm. Blue Line ridership has increased by 20% over the last ten years, leading CTA to explore ways to alleviate crowding. Matt led the review of existing ridership, loading, and transfer data, using the information to create a capacity analysis for existing, 2025, and 2040 timelines. This work allowed CTA to understand when and where crowding occurs and aid in the development of service or infrastructure changes. Operational improvements are expected to be used as part of FTA Core Capacity grant application.

***CTA Brown Line Capacity Study,** CHICAGO, IL

Matt was his firm's project manager and technical lead on the project as a subcontractor. This study reviewed comprehensive 24-hour boarding and alighting data for all 145 stations in the CTA rail system. Matt's team calculated rail passenger capacity for each station in the system and paired it with the ridership. The result was estimated crowding by line and time of day, with a determination of segments in the system that qualify for FTA core capacity funding.

***Metra Cost Benefit Study,** CHICAGO, IL

Matt was his firm's project manager and lead service planner on the Cost Benefit Analysis as a subcontractor to a lead firm. Phase 1 included analysis of all existing Metra corridors, while Phase 2 considered new expansion projects outside of the existing service footprint. Service planning work included preparation of new and revised schedules for each line in the system. Matt also created operating statistics for all new schedules to be used in operations and capital cost estimating exercises.

***Pulse 95th St. Corridor BRT Project,** CHICAGO, IL

Matt was his firm's project manager for the consultant team that developed a service plan for the proposed 95th Street Pulse (BRT) corridor for Pace Suburban Bus. Matt's team created a detailed running time model, station to station travel times, assessed operating savings in scenarios with TSP and queue jumps, developed operating statistics, and created draft timetables and schedules. These materials were used by Pace in their decision-making process as the project moves forward.

***Pace I-294 Corridor Study,** SUBURBAN CHICAGO, IL

Matt was his firm's project manager as a subconsultant for the I-294 corridor study for Pace Bus. Under Matt's direction, his team supported the market analysis, including creating a tableau dashboard of trips and leading a workshop with Pace planners. Matt's team then created service plan options for new I-294 services traveling the corridor. These plans included travel times and frequency, along with distinct route alignments.

***Better Bus Blueprint,** DULUTH, MN

Matt was project manager for the Better Bus Blueprint with Duluth Transit Authority. This analysis was conducted to determine a revised bus network for both the Minnesota and Wisconsin sides of the Twin Ports region. The project included a before/after analysis of travel times to demonstrate the improved connectivity and access of the proposed network.

Peter Wojtkiewicz, PE, PTOE

Vice President + General Manager, Chicago

Signal Systems

Mr. Wojtkiewicz oversees operations of our Chicago office, accommodating our clients on transportation planning, traffic engineering, transit, shared mobility, geometric and traffic signal design projects. In addition to his General Manager duties, Mr. Wojtkiewicz specializes in traffic signal timing and design projects and is Principal in Charge of IDOT, CDOT, County DOT, and other municipal engineering contracts.

Relevant Experience

IDOT District 1 SCAT (Signal Coordination and Timing),
CHICAGOLAND AREA, IL

Mr. Wojtkiewicz has been part of the consulting contract for IDOT District 1 for the past 22 years, including the last 14 years as principal in charge. Tasks on IDOT SCAT contracts include manual turning movement counts, before and after travel-time runs, timing plan development using Synchro software, timing plan implementation, fine tuning based on field observations, and traffic responsive programming. Final reports for each signal system feature analysis of travel time and delay, number of stops, emissions reduction, and the development of cost-benefit ratios. Characteristics of corridors he studied include: SPUIs (single point urban interchanges), arterials through central business districts, and arterials that cross or run parallel to commuter rail lines with numerous railroad pre-emption calls during rush hour.

IDOT District 1 Various Traffic Signal Design Projects,
CHICAGOLAND AREA, IL

Mr. Wojtkiewicz serves as principal in charge of Sam Schwartz various traffic signal design contract for IDOT District 1. Representative work orders include full design of new traffic signals at existing signalized intersections, upgrade of signals to LED lenses, battery backup systems, and countdown pedestrian timers, and fiber optic interconnect between signals.

Mount Prospect Transportation Study, MOUNT PROSPECT, IL

Mr. Wojtkiewicz worked with the Village of Mount Prospect on its downtown traffic and transportation study. He led the train station and platform relocation analyses portion of the study, working in close coordination with the traffic analysis component related to a new residential development.

Years of Experience

23 Years

Education

B.S. Civil Engineering
University of Illinois, 1999

Certifications

Professional Engineer: IL, FL, NY, IA, MI, WI

Professional Traffic Operations Engineer

IMSA Work Zone, Level I, Level II, Traffic Signals Certification

Professional Affiliations

Institute of Transportation Engineers

ACEC – Illinois, IDOT Committee Member

Publications

Co-author, *FHWA Signalized Intersection Information Guide, Second Edition*

Sam Schwartz
A TYLin Company

Peter Wojtkiewicz, PE, PTOE

Sam Schwartz
A TYLin Company

Obama Presidential Center Traffic Impact Study, Site Access, and Circulation, CHICAGO, IL
Mr. Wojtkiewicz was an advisor for the traffic impact study for the Obama Presidential Center (OPC), which included the closure of Cornell Avenue through Jackson Park, designed by Fredrick Olmsted. The study analyzed the expected traffic impacts associated with the closure and removal of a six-lane segment of Cornell Avenue within Jackson Park to accommodate the preferred location of the OPC. The project also included design of access and circulation for the OPC site including multi-modal access; tour bus, passenger car, and taxi pick-up/drop-off accommodations; truck loading; parking demand studies; and both on- and off-site pedestrian and bicycle safety.

Wrigley Field Traffic Engineering Study, CHICAGO, IL
Mr. Wojtkiewicz served as technical advisor for the Wrigley Field Traffic Engineering Services. He provided recommendations to improve manual traffic, aide control strategies and traffic signal operations for pedestrian, bicycles, private vehicles, and CTA buses during gamedays and special events within the area to help address the traffic impacts of the expansion of Wrigley Field.

Traffic Signal Optimization for Central Traffic Management System, AURORA, IL
Mr. Wojtkiewicz managed six projects that optimized 52 traffic signals for the City of Aurora. The 52 signals were the first on the City's CENTRACS central traffic management system. The five corridors varied in composition from a one-way couple in the central business district to two heavily travelled north-south State routes that run parallel to the Fox River.

Synchro Network Model, LAKE COUNTY, IL
Mr. Wojtkiewicz was project manager for the development of a Countywide Synchro model of every State, County, and Municipal Traffic Signal in Lake County, IL. The model includes timing plans and traffic volumes for over 725 traffic signals. County Staff and consultants use the model along with the County's CENTRACS ATMS system to maximize traffic flow throughout the County.

CDOT Surface Transportation Engineering Contract, CHICAGO, IL
Mr. Wojtkiewicz serves as principal in charge of all surface transportation work orders from CDOT for Sam Schwartz. These work orders include providing in-house engineering staffing, designing pedestrian and bicycle improvements at various intersections, and bike lane striping and signing design for various corridors up to 3.5 miles in length.

Ridge Avenue Signal Design and Optimization, EVANSTON, IL
Mr. Wojtkiewicz assisted in the design of 21 traffic signals and interconnect for the Ridge Avenue Corridor. The design included both temporary and permanent signals. Special design consideration was necessary because the project was in a landmarked historical homes district where signal mast arms were not allowed. He provided temporary traffic signal timings during construction and optimized the entire system after construction was completed.

Divvy Station Siting, CHICAGO, IL
Mr. Wojtkiewicz serves as QA/QC leader for the design and siting of Divvy stations throughout the City of Chicago. In our QA/QC process, the Sam Schwartz Team confirms that stations are accessible to all users and do not conflict with any utility access.

North Branch Framework Plan, CHICAGO, IL
Mr. Wojtkiewicz served as technical advisor for the North Branch Framework Plan. He provided recommendations for the improvement of traffic signal infrastructure and operations within the corridor, which included preliminary cost estimates for the installation of adaptive traffic control systems.

Erica Salutz, PE

Senior Design Engineer

Geometric and Roadway Design

Erica Salutz is a transportation engineer at Sam Schwartz, with over 14 years of experience specializing in bike and pedestrian infrastructure, traffic signal design, and preliminary engineering.

Relevant Experience

Laraway Crossings Business Park, JOLIET, IL

Ms. Salutz serves as project manager and design engineer for the Sam Schwartz team. The Traffic Impact Study conducted by the Sam Schwartz team identified improvements needed to the geometry and a traffic signal at the access to the site at Emerald Drive and Laraway Road along IL 53. Ms. Salutz was involved in preparing the Intersection Design Study (IDS) with ADA details and the Traffic Signal Design plans for the intersections of IL 53 with Emerald Drive and Laraway Road.

Kinzie Street Improvements, CHICAGO, IL

Ms. Salutz served as Civil Engineer, aiding in the design for Kinzie Street from Ogden to Milwaukee/DesPlaines for Chicago DOT. The project included roadway plans for the reconstruction of Kinzie Street, including ADA details, signing and pavement marking plans, landscape plans, and drainage and utility plans. Construction was completed in 2016. This experience was prior to joining Sam Schwartz Consulting.

CDOT Bikeways, CHICAGO, IL

Ms. Salutz serves as Project Manager for the Sam Schwartz team on the CDOT Bikeways contract. This contract involves design of bike facilities along several corridors in Chicago. Ms. Salutz leads the team in preparing the existing conditions and proposed designs for 8 miles of bike facilities in Chicago. These bike facilities range from contraflow lanes on Neighborhood streets to protected bike lanes on Local Roadways.

Howard Street Phase II, EVANSTON, IL

Ms. Salutz served as Project Manager for the Sam Schwartz team on the Howard Street Phase II project. Ms. Salutz was involved in the preparation of the pavement marking plans, signage plans and schedule, and design of ADA ramps. This work was completed in the fall of 2019.

Years of Experience

13 Years

Education

B.S. Engineering
University of Dayton, 2008

Certifications

Professional Engineer: IL

Professional Affiliations

Institute of Transportation Engineers

Sam Schwartz
A TYLin Company

Erica Salutz, PE

Sam Schwartz
A TYLin Company

Grand Ave Improvement, CHICAGO, IL
Ms. Salutz served as Project Engineer, coordinating the design for Grand Ave from Pulaski Rd to Chicago Ave for Chicago DOT. The project included roadway plans for widening and resurfacing of Grand Ave, including ADA details, signing and pavement marking plans, landscape plans, drainage and utility plans, and traffic signal plans. Construction was completed in 2018. This experience was prior to joining Sam Schwartz Consulting.

Marquardt Middle School, GLENDALE HEIGHTS, IL
Ms. Salutz served as project manager and design engineer for the Sam Schwartz team. The Sam Schwartz team provided engineering services for a proposed traffic signal to serve Marquardt Middle School at its existing access point along Glen Ellyn in Glendale Heights. Ms. Salutz oversaw the work which consisted of traffic analysis of the intersection under signalized control, an Intersection Design Study, and Signal and Interconnect plans. The signal at the school access point will be integrated into the DuPage signal system. The signal will be installed during Summer 2021.

Woodman's Market at Milwaukee and Deerfield, BUFFALO GROVE, IL
Ms. Salutz served as project manager and design engineer for the Sam Schwartz team. Significant capacity and signal improvements were identified as part of the Traffic Impact Study conducted by the Sam Schwartz team. Ms. Salutz was involved in preparing the Intersection Design Studies (IDS) with ADA details and the Traffic Signal Design plans for Milwaukee Avenue and Deerfield Road intersection as well as the new site access drive on Deerfield Road. The IDS and Traffic Signals required approvals from both the State and Lake County Division of Transportation. Construction was completed in late 2018.

North Milwaukee Avenue Design and Reconstruction, CHICAGO, IL
Ms. Salutz serves as design engineer for the Sam Schwartz team on the Milwaukee Ave reconstruction from Belmont Ave to Logan Boulevard. The project presents an opportunity to improve the entire Milwaukee Avenue corridor to meet its multimodal demands by utilizing Complete Streets and sustainable urban infrastructure designs. Ms. Salutz was involved in developing design concepts for the corridor, presenting to the public at community meetings, and preparing preferred design alternatives for completion of the Phase I process.

Kyle Sant, PE, PTOE

Senior Transportation Engineer

Traffic Analysis & Modeling/Simulation

Mr. Sant specializes in traffic operations and analysis for private developers and municipalities in the Chicago Metropolitan Area and throughout the country. Throughout the course of his career, Mr. Sant has provided traffic engineering support on a variety of projects and he is an expert at utilizing technical software including Synchro, SimTraffic, and VISSIM

Relevant Experience

Morton Salt Redevelopment, CHICAGO, IL

Sam Schwartz performed a TIS for a proposed rehabilitation of the former Morton Salt site located directly west of the North Branch of the Chicago River. As a part of this study, Mr. Sant evaluated an event-style use during non-standard peak hours, developing projections for multiple forms of non-auto mode-share (transit, bike-share) in addition to TNC usage. Mr. Sant helped develop TDM recommendations to facilitate concentrated drop-off and pick-up behavior around expected event times.

Chicago Public Schools Universal Pre-K, CHICAGO, IL

Sam Schwartz performed a TIS for a universal pre-school development for Chicago Public Schools. This study included a conventional traffic impact analysis, as well as a shared on- and off-street parking analysis and the production of statistical queuing models to evaluate expected drop-off and pick-up operations. Site trip projections included estimates for parents expected to drop-off and pick-up students using non-auto methods including on-foot and using transit. Recommendations included significant pedestrian improvements to facilitate drop-off and pick-up behavior along the school's frontage.

Rush Specialty Hospital, CHICAGO, IL

Sam Schwartz performed a traffic study for the expansion of the existing Rush Facility to include a five-story specialty hospital totaling approximately 135,000 square-feet. To accurately project employee demand, Mr. Sant helped to analyze mode-split data for existing hospital employees. This study also involved the redistribution of existing hospital parking based on the assumed inclusion of a new parking structure.

Years of Experience

7 Years

Education

B.S. Civil Engineering
University of Notre Dame, 2015

Certifications

Professional Engineer: IL

Professional Traffic Operations Engineer

Professional Affiliations

American Society of Civil Engineers, Younger Member Group Chair

*Performed before Sam Schwartz

Sam Schwartz
A TYLin Company

Kyle Sant, PE, PTOE

Sam Schwartz
A TYLin Company

City of Crystal Lake Traffic Engineering On-Call,
CRYSTAL LAKE, IL
As a part of an existing on-call contract with the City of Crystal Lake, Mr. Sant has performed or assisted in several Traffic Impact Studies. These studies have included Project Cooper, an approximately 180,000 square-foot industrial development, and a 14-unit multi-family residential development.

Village of Elmhurst Traffic Engineering On-Call,
ELMHURST, IL
As a part of an existing on-call contract with the Village of Elmhurst, Mr. Sant has reviewed a Traffic Impact Study performed by a third-party consultant. As a part of the review for a mixed-use residential and commercial development, Mr. Sant assisted in providing recommendations for best accommodating pedestrians near the site, which was to be located directly adjacent to a Metra station.

Buffalo Skyway Removal Feasibility Study,
BUFFALO, NY
Sam Schwartz served on the subconsultant team tasked with evaluating replacement options for the grade-separated section of New York Route 5 known as the Buffalo Skyway. As a part of the study, the subconsultant team created and calibrated VISSIM models of the downtown and regional Buffalo area, with focus on potential diversion routes including Interstate I-190, Interstate 90, and other regional arterials. Mr. Sant updated the baseline VISSIM models to evaluate the feasibility of various improvement strategies including widening of interstate roadways, the addition of new highway segments and interchanges, signal timing adjustments, and other roadway improvements. Mr. Sant also assisted in the development of future traffic volumes and dynamic routing assumptions.

***San Rafael Transit Center Relocation,**
SAN RAFAEL, CA
To accommodate the extension of the Sonoma Marin Area Rail Transit (SMART) line past its current terminus in San Rafael, the City of San Rafael consulted to analyze the potential relocation of the existing downtown Transit Center. Mr. Sant served as the lead analyst on the traffic engineering team, creating and calibrating multimodal VISSIM microsimulations of the downtown San Rafael street network, bus transit center, and rail station. As a part of a highly visible project, Mr. Sant also developed simulation recordings used during public engagement to provide visual aid in understanding analysis alternatives. Related tasks also included developing future traffic projections and performing operational analysis using Synchro software.

***US Route 61 Bus Rapid Transit and Transit Signal Prioritization,** **MINNEAPOLIS, MN**
Mr. Sant served as the lead analyst on the traffic engineering team tasked with evaluating the potential for Bus Rapid Transit (BRT) between White Bear Lake and Minneapolis along US Route 61. Mr. Sant was responsible for developing, calibrating, and reporting the VISSIM model used to estimate the potential travel time savings associated with BRT. Transit-oriented components of the model included dedicated bus lanes, queue jumps, and transit signal prioritization, among others. Mr. Sant also developed and summarized existing and future traffic volumes evaluated using Synchro software.

***Sedona Area Bus Transit Planning,** **SEDONA, AZ**
Mr. Sant served on a consultant team to the City of Sedona to evaluate the potential construction of a transit center intended to serve uptown Sedona and the surrounding tourist areas. Mr. Sant updated an existing VISSIM model of Sedona to assess the efficacy of multiple proposed improvements including roundabouts, grade-separated pedestrian facilities and the additional transit routes associated with the transit center.

Christian Arkell

Senior Transportation Engineer

Traffic Analysis & Modeling/Simulation

Mr. Arkell is a senior transportation engineer at Sam Schwartz, with 9 years of experience specializing in traffic engineering, transportation modeling and analysis for both private and public clients. Mr. Arkell is a highly experienced traffic and pedestrian modeler with capabilities in microsimulation using Vissim and Aimsun software.

Relevant Experience

Port Authority Bus Terminal - Advanced Review and Vissim Modeling, NEW YORK, NY

Mr. Arkell served as senior transportation engineer for the review and refinement of the build-in-place design for the Port Authority Bus Terminal (PABT). This high profile and highly complex project required detailed knowledge of traffic, pedestrian and bus operations which Mr. Arkell utilized to firstly review and subsequently refine the design for the rebuild of the PABT. Tasks undertaken included detailed analysis and planning of pedestrian impacts and mitigations during construction – where a temporary terminal would be in use - and operation of the new facility. Mr. Arkell also developed a unique traffic modeling methodology using Vissim to assess the operational capacity of the proposed bus-only ramp system under various configurations. Traffic analysis of the surrounding road network was also conducted to identify and mitigate the impacts of the construction and operation of the new facility.

LAX ITF-West Peer Review, LOS ANGELES, CA

Mr. Arkell served as senior engineer and simulation modeler for a peer review of a proposed off-airport TNC/Taxi pick-up drop-off (PUDO) facility. He led the overall traffic analysis and traffic modeling effort to review work to date and develop a refined process for further analysis. The project sought to assess the hourly throughput of the site through the lens of capacity analyses, operational design, ACRP 40 guidance, Vissim, Synchro, and pedestrian queueing and wait time. Mr. Arkell combined his deep knowledge of traffic analysis and simulation modeling with his airport landside operations experience to develop and implement a robust methodology to assess various design options and operational layouts for the proposed facility

Areas of Expertise

Traffic Analysis & Modeling/ SImulation

Years of Experience

9 Years

Education

B.S. Civil Engineering (Hons)
University of Sydney, 2012

Certifications

Road Safety Auditor–Level 1 (NSW, Australia)

Publications

AITPM National Conference 2017. Legion for AIMSUN: modelling the interactions between pedestrians, light rail and general traffic.

*Experience from previous employment

Sam Schwartz
A TYLin Company

Christian Arkell

Sam Schwartz
A TYLin Company

PANYNJ World Trade Center (WTC) Logistics & Traffic Support, NEW YORK, NY
Mr. Arkell serves as transportation engineer on the World Trade Center team. The complex and dynamic nature of the WTC campus requires a deep understanding of traffic and pedestrian operations to maintain the efficiency and safety of the transportation network. Mr. Arkell works closely with PANYNJ Traffic Engineering and WTC teams to provide traffic and pedestrian analyses throughout all components of the WTC site as well as planning for and responding to changes in the campus such as new roadway openings, special events and other complex changes to the configuration and operation of the WTC transportation network. Mr. Arkell has developed a detailed understanding of the highly complex interactions between commuters and general retail customers throughout the facility, comprehensive knowledge of the construction site limits and security access points and coordinates the preparation of permits related to construction activity

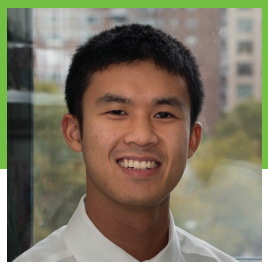
NYS Route 5 (Buffalo Skyway) EIS, BUFFALO, NY
Mr. Arkell served as senior transportation engineer on the team preparing the EIS for NYSDOT's proposed removal of the Buffalo Skyway and construction of associated improvements to various roadways, freeways, and toll facilities. The project involved alternatives analysis, traffic forecasts and diversions based on travel demand modeling, Vissim simulation, and developing and evaluating operational improvements to I-190 mainline and interchanges, adjacent corridors, and affected intersections. The Vissim model encompassed complex highways, interchanges, arterials, and signalized and unsignalized intersections, including significant portions of Downtown Buffalo's urban street grid.

Thomson Avenue Traffic Study, NEW YORK, NY
Mr. Arkell led the Thomson Avenue Traffic Study which assessed the impacts of various NYCDOT street improvement projects in Queens, NY. A large scale Synchro/SimTraffic model was developed and calibrated and then used to test improvements such as pedestrian plazas, bike lane implementation, street reversals and signal adjustments. Future volume development included a detailed assessment of the potential impact of Congestion Pricing on overall demand and routing decisions within the study area. Several demand scenarios were developed to capture the uncertainty of future traffic patterns in the area as a result of congestion pricing and the ongoing pandemic.

PANYNJ LGA Airport Redevelopment,
NEW YORK, NY
Mr. Arkell conducted Vissim microsimulation modeling to support the planning and design of landside traffic operations for the development of La Guardia Airport in New York. The modeling effort involved simulating the complex interaction between passenger cars, taxi and for-hire vehicles on approach to the pick-up drop-off (PUDO) area of the new airport headhouse. This modeling successfully produced detailed analysis in terms of delays to all vehicle types and projected wait time and queue lengths for taxi passengers. Mr. Arkell used the results of the analysis and his knowledge of landside operations to determine the scope of required curbside space needed to maintain efficient flow throughout the airport roadway network.

***Melrose Park Transport and Accessibility Plan,**
SYDNEY, AUSTRALIA
Mr. Arkell led the assessment of transport impacts and development of an integrated long-term plan for 50-hectare mixed use development site catering for up to 30,000 new residents. Key tasks undertaken by Mr. Arkell included the development of a hybrid mesoscopic-microscopic Aimsun model of the study area. The Aimsun model included a key light rail connection to Sydney Olympic Park which necessitated the analysis of very high pedestrian volumes for special event scenarios at the Olympic Stadium and other venues.

Ben Yeung, PE



Senior Transportation Engineer

Traffic Analysis & Modeling/Simulation

Mr. Yeung is a transportation engineer with experience in traffic analysis, modeling, and design for numerous clients throughout North America. Mr. Yeung has worked on traffic impact studies for projects with a broad range of scopes. He specializes in utilizing Synchro/SimTraffic, Highway Capacity Software (HCS), and VISSIM to assess a full range of traffic impacts and to optimize traffic operations. He is proficient in using the Microsoft Office Suite and Adobe Illustrator to develop high-quality reports, presentations, and graphics.

Years of Experience
7 Years

Education
B.S. Civil Engineering
Northeastern University, 2016

Certifications
Professional Engineer: NY

Professional Affiliations
Institute of Transportation Engineers

Relevant Experience

World Trade Center Campus Security Plan Traffic Simulation, NEW YORK, NY

Mr. Yeung worked extensively on developing a VISSIM traffic simulation model for the Port Authority's World Trade Center Campus Security Plan. Mr. Yeung utilized his knowledge of the software to accurately model the unique security systems and procedures anticipated at the World Trade Center Campus. Mr. Yeung extracted pertinent travel time and queue length data and helped to present it to various stakeholders for the site. Mr. Yeung aided in making recommendations to improve operations to maximize efficiency for vehicle throughput when the campus security plan becomes operational.

Ames Elementary School Traffic Study, RIVERSIDE, IL

Mr. Yeung served on a team to provide traffic planning and engineering services to the Riverside School District 96 for an expansion of Ames Elementary School, a school located in a residential neighborhood in a suburb of Chicago, Illinois. To account for the complex web of residential streets in this area, Mr. Yeung used SimTraffic to analyze the impacts of the school expansion for multiple pick-up / drop-off time periods.

US 41 at Dr. MLK Jr. Way and Myrtle Street Project Development and Environment (PD&E) Study, FDOT District One, CITY OF SARASOTA, FL

Mr. Yeung served as a traffic engineer for the 0.5-mile PD&E Study from Dr. MLK Jr. Way to Myrtle Street in the City of Sarasota. The objective of the study was to evaluate safety, connectivity, and operational improve-

Sam Schwartz
A TYLin Company

ments at the intersections of US 41 at Dr. MLK Jr. Way & US 41 at Myrtle Street within the City of Sarasota while also developing context-based bicycle/pedestrian facilities between the intersections. Mr. Yeung's primary role was to use VISSIM to develop a high-quality, public-facing visual simulation of a proposed signalized alternative and a proposed roundabout alternative for the corridor. In addition, he used Synchro to analyze vehicular traffic flow and operations of proposed alternatives.

MTA New York City Transit; MTA Bus Company; MTA Bridges and Tunnels; On-Call Traffic Engineering Services, NEW YORK, NY
Mr. Yeung was a member of a team providing transportation solutions for these three separate agencies that operate 5,000 buses and serve over two million customers and almost one million vehicles daily. Mr. Yeung led the traffic analysis for two tasks: (1) Eliminate bottlenecks impacting the SIM express network on the approach to the Hugh Carey Tunnel in Manhattan, and (2) resolve issues with a difficult turning movement which many buses must navigate at the intersection of Westchester Avenue and West Farms Road in the Bronx. Mr. Yeung led the simulation and analysis for a variety of changes to roadway and transit operations, which involved the creation of complex VISSIM models in the first task and the production of Synchro models in the second task.

LaGuardia Airport Redevelopment, QUEENS, NY
Mr. Yeung served as a project engineer for the Port Authority of New York & New Jersey (PANYNJ)'s redevelopment of LaGuardia Airport (LGA). The project aims to transform the airport frontages and roadway network to better accommodate travelers as LGA is redeveloped. Specifically, he has developed VISSIM microsimulation models to assess the performance of proposed alternative terminal frontage operational plans, incorporating the complex and differing pick-up behavior of taxis and passenger cars into the same models. Mr. Yeung has also assisted with data collection for the relocation of for-hire vehicle pick-ups, and with live, on-site and remote monitoring of airport roadway traffic conditions.

Review Related to Highway 401 Expansion Project, MISSISSAUGA & MILTON, ON
Mr. Yeung served as a traffic analyst working on behalf of a design-build contractor to review prior work performed by another consultant for projected traffic operations at the completion of the Highway 401 Expansion Project in Mississauga and Milton, Ontario. Mr. Yeung reviewed VISSIM models and performed supplemental capacity analyses in HCS and Synchro to inform the client of risks associated with being selected to lead project construction and meeting vehicular level-of-service standards.

NYSDOT, Buffalo Skyway (NYS Route 5) Removal Project, BUFFALO, NY
Mr. Yeung supported the traffic analysis components of a Project Scoping Report, Design Report and Environmental Impact Statement (EIS) for NYSDOT's proposed removal of the Buffalo Skyway and construction of associated improvements to various roadways, freeways, and toll facilities. The purpose of the project is to realign the existing transportation network to support recreational, mixed-use, and waterfront development in the Buffalo Harbor area. Mr. Yeung served as a traffic modeler, using VISSIM microsimulation to develop and evaluate operational improvements to the I-190 mainline and interchanges, as well as other nearby affected corridors and intersections.

Roundabout Feasibility Study, WILLISTON, ND
The City of Williston, North Dakota studied a redevelopment of its former airport into a large, mixed-use center with housing, retail, and civic uses. Mr. Yeung assisted in the development of a VISSIM simulation model to analyze existing traffic conditions and future traffic conditions for two site access scenarios, including a scenario with a complex, multi-lane roundabout with five approaches.

Peter Johnston *PE, LEED AP*
Geometric & Roadway Design

Professional Registration

Professional Engineer – IL
062-047647

Education

M.B.A., Operations Research, 1996, Loyola University of Chicago, Chicago, IL

B.S., Civil Engineering, 1987, University of Illinois-Champaign, Champaign, IL

Barrington Road at the I-90 Interchange, Hoffman Estates, IL; Project Manager— GRAEF provided design services to Crawford Murphy Tilly for Phase I services on the project. Specifically, GRAEF was involved in public outreach activities and completed an Interchange Design Study. The Interchange Design Study included Intersection Design Studies at four signalized intersections which are all part of or within the vicinity of the interchange. The Illinois Tollway, Illinois Department of Transportation, and Village of Hoffman Estates were all involved with the design aspects of the project.

IL 47 at the I-90 Interchange, Huntley, IL, Project Manager— GRAEF completed Phase II Engineering Services for this regional transportation improvement. A significantly sized intersection (IL 47 @ Dhamer Dr/Freeman Rd.) just north of the interchange was included in the project. This intersection featured dual left turn lanes and multiple thru lanes on all four approaches of the intersection. The facility is an All Electronic Tolling interchange. Since cash payment is not accepted at the plazas, the right-of-way requirements were reduced due to narrower plazas as well as reduction in queue requirements. The final documents included a number of sustainable design elements, including geothermal energy at the plaza control buildings, vegetative trellises on the control buildings, water quality enhancements on detention pond outflows, pervious shoulders in some project locations, reflective roofs on the control buildings, and warm mix asphalt proposed on the ramps. This project was a multi-agency effort and required GRAEF to incorporate the concerns and standards of both IDOT, the Illinois Tollway, and the Village of Huntley.

IL 47 at I-88 Interchange – Phase I, Sugar Grove, IL; Project Manager— A Phase I study of the interchange, following federal guidelines, is being completed by GRAEF and a team of sub-consultants. National Environmental Policy Act (NEPA) guidelines are being followed for the development of the design in accordance with Illinois Department of Transportation (IDOT) requirements. Additional stakeholders in the process include the Illinois Tollway, Kane County, the Village of Sugar Grove (client), the Village of Elburn, and local townships.

A significant public outreach effort is included as part of IDOT's Context Sensitive Solutions (CSS) process. A Project Study Group (PSG) and Community Advisory Group (CAG) have been formed in order to adhere to this process. The PSG is comprised of governmental agencies who have a vested interest in the project. The CAG is comprised of project stakeholders including local businesses, residents, forest preserve members, staff from local communities, and township officials.

The Phase I process is approximately 90% complete. A Purpose and Need statement has been established for the project and FHWA and resource agency concurrence has been obtained. Projected traffic for the Year 2040 has been established and agreed to by agencies having jurisdiction within the project limits. Alternative interchange layouts have been developed with the assistance of PSG and CAG members. Concurrence was obtained from FHWA and resource agencies on interchange layouts to be carried forward for further study.

Richton Road One-Way Conversion, Village of Richton Park, IL - GRAEF is completing Phase I plans to convert the existing one-way streets of Richton Road and Poplar Avenue to two-way streets. These streets are in the vicinity of Richton

Park's Metra station and the change will improve the traffic flow in the area. Additionally, the change will decrease the heavy traffic movements from southbound Governors Highway to eastbound Sauk Trail in the morning. The intent is to reconstruct the pavements that will be impacted. Coordination meetings are being held with the Federal Highway Authority, IDOT, and the Cook County Highway Department to assure any agency concerns are addressed.

Illinois Tollway, Elgin O'Hare Western Access, Contract I-17-4674, Jane Addams Memorial Tollway System Interchange (Westbound Collector Distributor Road), Project Manager – This project was part of the system interchange at the new I-490 Tollway and the existing Jane Addams Tollway (I-90). Peter managed in-house GRAEF staff as well as six sub-consultants. Both a bridge construction contract and Collector Distributor roadway contract were designed and let in 2018. Additional coordination was needed with the designers of the system interchange as well as those designing the Eastbound Collector Distributor Roadway. Appropriate coordination with permitting agencies and adjacent municipalities was also required.

Pace Headquarters, Arlington Heights, IL— Project Manager for the site development portion of this new Pace headquarters building. Additionally, building structural design, professional land survey and construction phase services were provided. The new site was comprised of a complicated detention and grading design to fit within the existing property. This was a rewarding high profile project for GRAEF staff and the local community.

Arlington Heights Fire Station – Project Manager on the site design for the new Arlington Heights Fire Department headquarters on Arlington Heights Road. Peter led the civil design team on the design of the parking lot, storm sewer, detention facility, sanitary sewer, water main service, and erosion controls. Coordination with the design architect and Village Engineer was beneficial in creating a design meeting the objectives of both parties. Mr. Johnston also appeared before the Village Planning Commission to discuss the proposed site design and detention facility.

US 34 (Veterans Parkway), IDOT PTB 126/012, Kendall County, IL—Project Manager for Phase II Engineering services consisting of widening of US Route 34 from a 2-lane facility to a 4-lane facility with median. The median will be traversable in some sections, but raised in others. A unique drainage system is being designed for the west end of the project. Due to the proximity of the Fox River to the south, there will be no direct discharges of storm sewer allowed to the Fox River in the west end of the project. Instead, an infiltration system consisting of inverted U-shaped structures has been devised. The storm sewer pipe collection system will be directed into these structures and the water will infiltrate to the groundwater table. These linear aligned structures will also function as detention systems in large storm events.

Eric Meschewski *PE, CP II*

Civil Engineer

Professional Registration

Professional Engineer – IL 062-065709

Education

M.S., Civil Engineering – Structures, 2013

University of Illinois at Chicago, Chicago, IL

B.S., Civil Engineering, 2009

Purdue University, West Lafayette, IN

Certifications

IDOT; Module I Fundamentals of Storm Water Pollution and Erosion and Sediment Control

IDOT; Module II Erosion and Sediment Control Planning & Design

IDOT; Module III Erosion and Sediment Control Inspection

IDOT PCC Level 1 Technician

ACI Concrete Field Testing Technician

APWA Certified Public Infrastructure Inspector exp. 03/14/27

IDOT Mixture Aggregate Technician

IDOT STTP – S33 Soils Field Testing and Inspection

IDOT Hot Mix Asphalt Level 1

IDOT Nuclear Density Tester

OSHA 10 Hour

IDOT ADA/PROWAG Training

IDOT, Documentation of Contract Quantities; 22-19556 exp. 03/07/26

Richton Road One-Way Conversion, Village of Richton Park, IL - GRAEF is completing Phase I plans to convert the existing one-way streets of Richton Road and Poplar Avenue to two-way streets. These streets are in the vicinity of Richton Park's Metra station and the change will improve the traffic flow in the area. Additionally, the change will decrease the heavy traffic movements from southbound Governors Highway to eastbound Sauk Trail in the morning. The intent is to reconstruct the pavements that will be impacted. Coordination meetings are being held with the Federal Highway Authority, IDOT, and the Cook County Highway Department to assure any agency concerns are addressed.

IDOT I-55 Resurfacing, Drafter and Designer; IDOT tasked GRAEF with developing plans for resurfacing approximately 27 miles (13 in each direction) for I-55. Tasks included recommend pavement removal and replacement based on cores taken, developing plans and specifications for two separate contracts, and cost estimating the work to be done. Additional work included maintenance of traffic for this work and bridge work and creating an environmental survey request (ESR) package.

Carl Sandburg High School Baseball Field, Orland Park, IL; Design Engineer – GRAEF has been tasked with developing the reconstruction plans for the varsity baseball field at the high school. The new field is comprised of artificial turf with an underlying drainage layer to convey storm water flows. Eric's role consisted of permit coordination with Cook County Department of Transportation and Highways, the Metropolitan Water Reclamation District of Greater Chicago, and the Village of Orland Park for stormwater management.

Village of Schaumburg, 90 N Boulevard MSI Campus; Project Engineer, Schaumburg, IL — The project consisted of utility coordination for the entire Motorola campus for a new roadway. The scope included coordination with the roadway designer, village, and developer to prepare plans showing existing utility layout and locations.

City of Elgin, Chicago Street Reconstruction; Project Engineer, Elgin, IL — The project consisted of putting together IEPA permits for water main replacement. The project also consisted of preparing plans for approximately 3,500 feet of water main replacement, utility coordination, and construction phasing.

South Street Extension, Elgin, IL– Assistant Resident Engineer. Inspected water main installation, sanitary sewer installation, storm sewer installation, box culvert installation, soldier pile installation, HMA installation, soldier pile wall installation, curb and gutter installation, bike path, ADA curb ramp and sidewalk installation.

Montgomery IRP/MFT, Montgomery, IL — Resident Engineer for various roads within the village. The scope included roadway resurfacing, roadway reconstruction, ADA curb ramp installation, various curb and gutter removal and replacement, various sidewalk removal and replacement, and storm installation.

Green Street Parking Lot, Bensenville, IL — Resident Engineer for the installation of a new parking lot. The scope included tree removal, earth excavation, base installation, curb and gutter installation, sidewalk installation, ADA curb ramp installation, and HMA installation.

Jeffrey Orzech *PE*

Civil Engineer

Professional Registration

Professional Engineer – IL

062-053695

Education

B.S., Civil Engineering, 1992

University of Illinois, Urbana, IL

Certifications

IDOT Survey 1 - Beginning

IDOT - Local Roads Training Program - Pavement Construction Inspection

IDOT; Module I Fundamentals of Storm Water Pollution and Erosion and Sediment Control

IDOT; Module II Erosion and Sediment Control Planning & Design

IDOT - Bridge Inspection

IDOT - Rehabilitating Urban Streets

IDOT - Highway Signing

IDOT - Trenching and Shoring Safety

IDOT – Americans with Disability Act Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guidelines (PROWAG) Seminar

Potter Road, Cook County, IL—Project Engineer for this Part A (Phase I) Report in Park Ridge, Des Plaines and unincorporated Cook County, which includes one mile of Potter Road from Dempster Street to Golf Road and half-mile segments of Dempster Street, Ballard Road and Golf Road. Work included survey, traffic analysis for planning of additional lanes and traffic signal interconnect, signal timing, horizontal and vertical geometric improvements (including roadway versus floodplain analysis), ADA analysis, additional right-of-way investigation, utility impacts, sewer and ditch drainage, pavement design and bridge replacement. Mr. Orzech coordinated the Potter Road design with the Cook County Highway Department, Illinois Department of Transportation, Illinois Department of Natural Resources, Maine Township, and the Cities of Des Plaines and Park Ridge.

City of Chicago Department of Transportation, Pershing Road, Chicago, IL— Prepared Phase I Intersection Design Studies analyzing traffic counts, signal timing and roadway geometrics for 5000 feet of street relocation, widening and reconstruction. Phase II Design consisted of vertical and horizontal roadway geometrics, street grading with nine intersections, drainage design of a 30" diameter sewer included sizing and layout outletting to a 20-foot diameter MWRD sewer, traffic signals, street lighting, landscaping, building demolition, a decorative fountain, staging, striping, estimates and specifications. He served as Lead Design Engineer on this 5.1 million dollar project.

Rand Road & Ela Road, Village of Lake Zurich, Lake County, IL—Project Engineer: Phase II work consisted of the preparation of Plans, Special Provisions and estimates for improvements to the intersection consisting of the addition of eastbound and westbound right turn lanes on Rand Road and included drainage, retaining walls and traffic signal improvements. At the request of Lake County, sidewalks extending 250 feet north and south of the intersection were added to the improvement. The work was funded by the CMAQ grant with Village/Lake County matching funds. The project was led by the State following IDOT Bureau of Local Roads procedures. Structural work consists of the preparation of plans for a concrete faced sheet pile retaining wall approximately 350 feet in length and needed for the westbound right turn lane widening.

Main Street & Deerpath Road Intersection, Batavia, IL; Project Engineer— GRAEF was selected by the City of Batavia to complete a Phase I Project Development Report for the improvement of the intersection of Main Street and Deerpath Road. The project was led by the City of Batavia with assistance from Kane County since Main Street is a County route. GRAEF also coordinated with IDOT to get concurrence on traffic volume issues. The GRAEF team analyzed and compared a standard, signalized intersection improvement to a roundabout improvement. GRAEF worked with the City and County to analyze the pros and cons of each type of improvement. The City of Batavia and Kane County chose the signalized intersection option. GRAEF provided full Phase I engineering services including survey, utility coordination, Right-of-Way analysis, traffic and accident analysis, IDS's, wetland delineation, PESA, drainage, cost estimates and coordination. GRAEF completed the Phase I Report in accordance with the IDOT BLRS Policies and Procedures for Federal Aid Projects.

IDOT PTB 193, Item 17, Work Orders 1, 6 and 15, Interstate 55 Resurfacing from I-80 to Weber Road, Will County, IL; Project Engineer—GRAEF prepared two construction contracts for the milling and resurfacing of I-55 from I-80 to Weber Road. One contract addresses the southbound direction (62K30) and one address the northbound direction (62K51). The GRAEF team completed a field visit, reviewed

prior improvement plans, and arranged with our subconsultant to obtain pavement cores. Traffic staging plans were developed in order to maintain minimal differential lift thickness so that the work can be completed at night, and therefore no daytime lane closures, along this heavily travelled expressway. Drainage improvements including structure cleaning, ditch grading, and pipe cleaning are included in the improvements. GRAEF worked closely with IDOT Materials to assure that the proper mixes will be utilized. Pavement patching will also be completed prior to the overlay.

Midlothian Road at Lake Zurich High School, Village of Lake Zurich, IL; Project Engineer—This project consisted of developing a Phase I Report for Midlothian Road at the main entrance to Lake Zurich High School in the Village of Lake Zurich. The Report design issues included roadway widening and resurfacing to create new turn lanes into the high school, adding new pedestrian facilities including sidewalk and crossings, analysis of bicycle path location options, traffic projections and traffic signal timing design, safety review, locations of new traffic signals to an unsignalized intersection, and enclosing the existing surface drainage system with a below ground system. This project included an Intersection Design Study, wetlands delineation and report, and ESR elements.

City of Chicago Department of Transportation, Addison Traffic Study, Chicago, IL—Project Engineer for a traffic study and report for Addison Street between Cicero Avenue and Milwaukee Avenue. This project included traffic and pedestrian counts, accident analysis, and sign and signal warrants. The study detailed options for changing traffic directions on single and dual direction streets, protected and unprotected pedestrian crossings, recommendations for new signal locations, lane striping modifications for better traffic flow, traffic platoon optimization, vehicular and pedestrian movement projections, and rerouting traffic volume analysis for different street direction and lane striping options.

P22-03-3660

Sam Schwartz
A TYLin Company

223 W. Jackson Blvd., #1101
Chicago, IL 60606
773.305.0800
samschwartz.com

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT
WITH SAM SCHWARTZ CONSULTING, LLC, OF CHICAGO, ILLINOIS,
FOR VEHICULAR TRAFFIC AND PARKING ANALYTICAL SERVICES FOR THE
REDEVELOPMENT OF THE ARLINGTON INTERNATIONAL RACECOURSE PROPERTY

WHEREAS, the Village desires to retain a qualified firm to provide vehicular traffic and parking analytical services in connection with the redevelopment of the Arlington International Racecourse property ("*Services*"); and

WHEREAS, the Village issued a request for qualifications for qualified firms to complete the Services; and

WHEREAS, the Village has determined that the proposal submitted by Sam Schwartz Consulting, LLC, of Chicago, Illinois ("*Sam Schwartz*"), is the most appropriate for the provision of the Services; and

WHEREAS, the Village and Sam Schwartz desire to enter into an agreement for the provision of the Services by Sam Schwartz ("*Agreement*"); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and Sam Schwartz is hereby approved 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 Sam Schwartz; 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 _____, 20__

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF ARLINGTON HEIGHTS
PROFESSIONAL SERVICES AGREEMENT
FOR TRAFFIC AND PARKING ANALYTICAL SERVICES
FOR THE DEVELOPMENT OF THE
ARLINGTON INTERNATIONAL RACECOURSE PROPERTY

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of _____, 2022 (***"Effective Date"***), and is by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation (***"Village"***), and **SAM SCHWARTZ CONSULTING, LLC**, a New York limited liability company (***"Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The Village hereby engages the Consultant identified below to provide professional consulting services and to perform the work in connection with the project described as follows: vehicular traffic and parking analysis for the proposed redevelopment of the former Arlington International Racecourse property (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the Village a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services upon receipt of written direction to proceed from the Village Director of Planning and Community Development (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services, in accordance with the schedule set forth in the Scope of Services, until the completion of the Services or the termination of this Agreement (***"Time of Performance"***).

D. Reporting. The Consultant will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and the Consultant; or (ii) create any relationship between the Village and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the Village.

G. Mutual Cooperation. The Village will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to

cooperate with the Village in the performance of the Services to complete the Work and with any other the Consultants engaged by the Village.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions 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 or necessary 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*. The Consultant will also comply with all conditions of any federal, state, or local grant received by Village or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', failure to comply with applicable law in the performance of the Services or any part of the Services.

3. Every provision of law required by law to be inserted into this Agreement will be deemed to be inserted herein.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for Steps 1 and 2 of the Services under this Agreement will not exceed $85,116.00 (***"Compensation"***), as outlined in the Scope of Services**,** including reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the Village.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the Village in an approved format for those portions of the Services performed and completed by the Consultant. The Village will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the Village under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the Village, the Consultant must provide written notice to the Village of the claim within seven business days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with

this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the Village without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, 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 on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be.

G. Additional Services. The Village will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the Village, except upon the prior written consent of the Village Manager after approval in accordance with applicable procedures. Specifically, and without limitation of the foregoing, the Village will not be liable for, and the Consultant will have no expectation for payment for, any Additional Services provided as part of Steps 3 through 6, as identified in the Scope of Services, except upon the prior written consent of the Village Manager.

H. No Additional Obligation. The Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the Village's prior written approval. The Consultant will notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the Village for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, then, immediately upon notice from the Village, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the Village by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, or may cancel performance of any of the specific Steps set forth in the Scope of Services, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed to completion and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the Village that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the Village. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the Village regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and

certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the Village with the understanding that the Village will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant. Notwithstanding the foregoing, the Consultant may retain one copy of Confidential Information to the extent reasonably required to: (1) defend or maintain any litigation relating to this Agreement or such Confidential Information; (2) comply with legal or regulatory requirements; (3) comply with established document retention policies; or (4) demonstrate compliance with this Agreement.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Consultant will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the Village upon demand at any time and in any event, will be promptly delivered to the Village upon expiration or termination of this Agreement within three business days after a demand. In addition, the Consultant will return the Village's data in the format requested by the Village. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the Village related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the Village requests records from the Consultant, the Consultant shall promptly cooperate with the Village to enable the Village to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the Village in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the Village may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the Village will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the Village may have in equity, by law or statute. The Consultant will fully cooperate with the Village in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the Village in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the Village. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify Village in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to Village approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no employee, official, or agent of the Village or of the Chicago Bears Football Club, Inc. has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. 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 2012, 720 ILCS 5/33E-1 *et seq. The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

F. 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).

G. No Default. The Consultant is not in arrears to the Village under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the Village in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the Village that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively, ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the Village and its officials, officers, authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's

performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the Village, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the Village and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the Village may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the Village and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the Village will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the Village determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure or commence to cure any Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the Village, then the Village will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the Village may pursue the following remedies:

1. Cure by the Consultant**.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The Village may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the Village will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment**.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
Attention: Randall Recklaus, Village Manager
E-mail: rrecklaus@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60650
Attention: Hart M. Passman, Village Attorney
E-mail: hart.passman@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Sam Schwartz Consulting, LLC
223 W. Jackson Blvd., Ste. 1101
Chicago, IL 60606
Attention: Sara Disney Haufe
Email: sdisneyhaufe@samschwartz.com

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and the Village only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. 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.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

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

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8.A will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

CONSULTANT

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SCOPE OF SERVICES

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO VILLAGE]

[WILL INCLUDE SCHEDULE]

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. The Village will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify Village as follows: Village of Arlington Heights, including its Board members and elected and appointed officials, its officers, employees, and attorneys.

G. Other Parties as Additional Insureds. In addition to Village, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The Village has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the Village. If requested to do so by the Consultant, the Village agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the Village will be limited to the scope of the Work that the Consultant is to provide for the Village;

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the Village.** The GIS Data constitutes proprietary materials and trade secrets of the Village and is the property of the Village;

b. **Consent of Village Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village.

c. **Supply to Village.** At the request of the Village, the Consultant will provide the Village with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The Village makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data;

e. **Reliance.** The Consultant may reasonably rely upon the GIS Data, but only to the extent it is reasonable to do, in regard to the Consultant's intended use of the GIS Data; and

f. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the Village, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the Village will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Village Board
9/6/2022

Item: Raising Cane's - 225 E. Palatine Rd. / Sign Variation - DC#22-027

Department: Planning & Community Development

Requested Action

1. A variation from Chapter 30, section 30-402.a Number, to allow three wall signs on the north wall of the building facing Palatine Road, where only one wall sign is allowed.

2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 67.5 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed

3. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 127.2 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

Recommendation

A public meeting was held by the Design Commission on 8/23/22 where Commissioner Kingsley moved and Commissioner Seyer seconded:

A motion to recommend to the Village Board of Trustees, approval of the following sign variation request for Raising Cane's located at 225 E. Palatine Road.

1. A variation from Chapter 30, section 30-402.a Number, to allow two wall signs on the north wall of the building facing Palatine Road, where only one wall sign is allowed.

2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 67.5 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

3. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 127.2 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

This recommendation is based on the plans received 7/6/22, Federal, State, and

Village codes, regulations, and policies, the issuance of all required permits, and the following:

1. That the cladding of the 'Number 1' is considered almost a piece of art and not a sign, but future variation requests for additional signs will not be approved.

2. That the 'One Love Heart' sign shall remain as is, and that it not be changed in the future to a sign with the words 'Raising Cane's'.

3. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

Roll Call Vote: Commissioners Seyer, Fitzgerald, Kingsley and Acting Chair Eckhardt voted in favor. Motion carried.

ATTACHMENTS:

Description	**Type**
Staff Report	Board or Commission Report
DC Minutes 8/23/22 - DRAFT	Minutes
Exhibits	Exhibits
DC Timeline Tracker	Exhibits

STAFF DESIGN COMMISSION REPORT

PROJECT INFORMATION:

Project Name: Raising Cane's – Sign Variation
Project Address: 225 E. Palatine Road
Prepared By: Steve Hautzinger
Date Prepared: August 16, 2022

PETITION INFORMATION:

DC Number: 22-027
Petitioner Name: Erin Livingston
Petitioner Address: All Right Sign
3628 Union Avenue
Steger, IL 60475
Meeting Date: August 23, 2022

Requested Action(s):

1. A variation from Chapter 30, section 30-402.a Number, to allow three wall signs on the north wall of the building facing Palatine Road, where only one wall sign is allowed.
2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 67.5 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed
3. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 127.2 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

ANALYSIS:

The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction and those improvements which affect the architectural design of the building, site improvements or signage to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Regulations."

Summary:
Raising Cane's is a new drive-through restaurant that recently opened for business at the Town & Country retail center. The building currently has one code-compliant wall sign installed above the main entrance on the north wall of the building facing Palatine Road. A permit has also been approved for a code-compliant ground sign, which will also face Palatine Road.

At this time, the petitioner is proposing two additional wall signs to be installed on the north wall of the building. Per code, only one wall sign is allowed per street frontage, so variations are required to allow the two additional signs. The first sign is a One Love Heart sign to be mounted on the brick wall next to the main entrance. The second sign is a 22'-10 1/2" tall number "1" wall sign to be installed on the tower feature at the main entrance. Neither of the signs will be internally illuminated, but the One Love Heart will be externally illuminated by a wall mounted light fixture located above the sign.

Surrounding Land Uses:

Direction	*Existing Zoning*	*Existing Use*
Subject Property	B-2, General Business District	Raising Cane's
North	B-2, General Business District	Pepboys Auto
South	B-2, General Business District	Town & Country Multi-Tenant Retail
East	B-2, General Business District	Verizon Store
West	B-2, General Business District	BMO Bank

Zoning Map of Property:

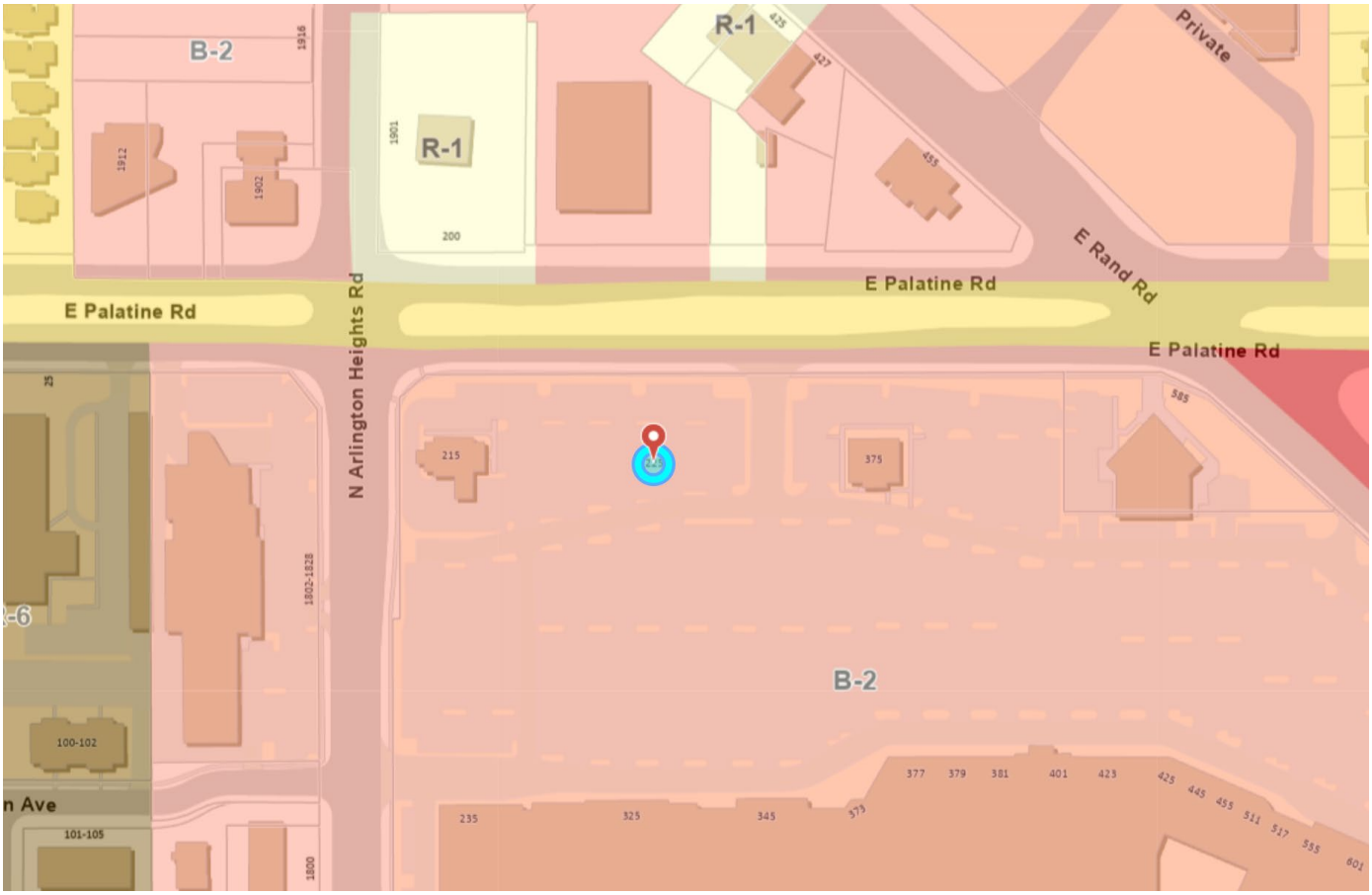


Table 1: Proposed Wall Sign Summary:

SIGN	ELEVATION / FRONTAGE	SIGNABLE AREA	25% OF SIGNABLE AREA	SIGN SIZE	REMARKS
Sign 1. "Raising Cane's Chicken Fingers"	North / Palatine Road	100.5 sf	25.1 sf	17.3 sf	Existing Sign. Complies with code.
Sign 2. One Love Heart Sign	North / Palatine Road	376.8 sf	94.2 sf	67.5 sf	Only one wall sign is allowed per street frontage. Variations required.
Sign 3. Number "1" Tower	North / Palatine Road	127.2 sf	31.8 sf	127.2 sf	Only one wall sign is allowed per street frontage. Variations required.
TOTAL				212.1 sf	

Table 2: Summary of Previous Wall Sign Variations for Drive-Through Restaurants:

BUSINESS NAME, ADDRESS	STREET FRONTAGES / NUMBER OF WALL SIGNS PERMITTED	NUMBER OF WALL SIGNS APPROVED	TOTAL SQUARE FOOTAGE OF WALL SIGNAGE	REMARKS
McDonald's, 1920 N Arlington Heights Rd	1	4	82.8 sf	Variations Approved in 2006
McDonald's, 45 E Golf Rd	1	3	60.8 sf	Variations Approved in 2019
McDonald's, 15 E Dundee Rd	1	3	58.8 sf	Variations Approved in 2006
Arby's, 100 W. Rand Rd	1	2	51.6 sf	Variations Approved in 1984
Burger King, 675 E. Rand Rd	1	3	99.8 sf	Variations Approved in 2012
Taco Bell, 1530 W Algonquin Rd	1	2	55.4 sf	Variations Approved in 2019
Popeye's, 7 W Dundee Rd	1	2	85.2 sf	Variations Approved in 2017
Culver's, 2060 E. Northwest Hwy	1	3	85.5 sf	Variations Approved in 2012
CURRENT REQUEST				
Raising Cane's, 225 E Rand Rd	1	3	212.1 sf	

Sign Variation Criteria:

The Village Sign Code, Chapter 30, Section 30-901 sets out the criteria for granting a sign variation.

a. *That the particular difficulty or peculiar hardship is not self-created by the Petitioner.*
b. *That the granting of said variation will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare;*
c. *That the variation will serve to relieve the Petitioner from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship, and will not merely serve to provide the Petitioner with a competitive advantage over similar businesses;*
d. *That the variation will not alter the essential character of the locality;*
e. *That the Petitioner's business cannot reasonably function under the standards of this chapter.*

The petitioner has submitted a letter stating that the proposed wall signs should be classified as works of art rather than as signage, and that they are only designed for advertising to customers already on the property. They also do not feel that these signs provide a competitive advantage over similar businesses since they do not directly state "Raising Cane's" name, slogans, or products sold. They are seeking approval because these items are part of their nationally recognized brand image and can be found on a majority of the over 500 Raising Cane's locations.

Staff Comments:

Per code, a sign is defined as any object, device, display or structure, used to advertise, identify, display or attract attention to an establishment or product by any means including, without limitation, words, letters, numerals, figures, designs, symbols, colors, illumination, whether affixed to a building or structure or otherwise installed on the premises visible to the general public. The proposed wall signs meet this definition and are therefore considered to be signs, not just works of art. Furthermore, Staff disagrees that the proposed signs are only designed for customers on the property. The huge number "1" and the One Love Heart will both be highly visible form Palatine Road.

After comparing the proposed signs to other similar drive-through restaurants in Arlington Heights (refer to Table 2 above), Staff has concerns about the proposed 212.1 sf amount of signage, where 85-90 sf represents the upper end of sign variations previously granted for other drive-through restaurants in Arlington Heights. Staff feels that 212.1 sf of signage is excessive, and it would provide an unfair competitive advantage over similar businesses. The huge 127.2 sf number "1" sign is the issue, and it is recommended that it be omitted. The remaining two signs would total 84.8 sf, which is more in line with the sign variations previously approved for other drive-through restaurants. The existing EIFS tower wall should be required to remain the same color as the adjacent walls, which is consistent with other existing Raising Cane's restaurants. Examples of other Raising Cane's restaurants with and without the red metal signage are included in the drawings packet.

RECOMMENDATION

It is recommended that the Design Commission recommend **approval** to the Village Board for the following sign variations for *Raising Cane's* at 225 E. Palatine Road:

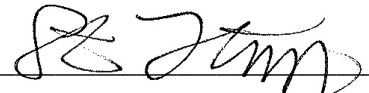
1. A variation from Chapter 30, section 30-402.a Number, to allow two wall signs on the north wall of the building facing Palatine Road, where only one wall sign is allowed.
2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 67.5 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

It is recommended that the Design Commission recommend **denial** to the Village Board for the following sign variation for *Raising Cane's* at 225 E. Palatine Road:

3. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 127.2 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

This recommendation is subject to compliance with the plans received 7/6/22, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. No additional signage and no window signage shall be allowed.
2. The existing EIFS tower wall shall remain the same color as the adjacent walls.
3. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.



August 16, 2022

Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

c: Charles Witherington-Perkins, Director of Planning and Community Development, Petitioner, DC File 22-027

DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION

HELD AT THE ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
AUGUST 23, 2022

Acting Chair Eckhardt called the meeting to order at 6:30 p.m.

Members Present:	Ted Eckhardt, Acting Chair Kirsten Kingsley John Fitzgerald Scott Seyer
Members Absent:	Jonathan Kubow, Chair
Also Present:	Joe Lesch, JSL Design for *1237 N. Walnut Ave.* Denny Burke, Tom Bassett-Dilley Architects Ltd. for *215 W. Orchard St.* Erin Livingston, All Right Sign for *Raising Cane's* LuAron Foster, Raising Cane's for *Raising Cane's* Doug Wirth, BSB Design for *Urban Street Development* Teresa Bateman & Jim Wells, Urban Street Group for *Urban Street Development* Steve Hautzinger, Planning Staff

REVIEW OF MEETING MINUTES FOR AUGUST 9, 2022

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER KINGSLEY, TO APPROVE THE MEETING MINUTES OF AUGUST 9, 2022. ALL WERE IN FAVOR. MOTION CARRIED.

DRAFT

ITEM 4. SIGN VARIATION REVIEW

DC#22-027 – Raising Cane's – 225 E. Palatine Rd.

LuAron Foster, representing *Raising Cane's,* and Erin Livingston, representing *All Right Sign*, were present on behalf of the project.

Mr. Hautzinger presented Staff comments. Raising Cane's is a new drive-through restaurant that recently opened for business at the Town & Country retail center. The building currently has one code-compliant wall sign installed above the main entrance on the north wall of the building facing Palatine Road. A permit has also been approved for a code-compliant ground sign, which will also face Palatine Road.

At this time, the petitioner is proposing two additional wall signs to be installed on the north wall of the building. Per code, only one wall sign is allowed per street frontage, so variations are required to allow the two additional signs. The first sign is a One Love Heart sign to be mounted on the brick wall next to the main entrance. The second sign is a 22'-10 1/2" tall number "1" wall sign to be installed on the tower feature at the main entrance. Neither of the signs will be internally illuminated, but the One Love Heart will be externally illuminated by a wall mounted light fixture located above the sign.

The petitioner has submitted a letter stating that the proposed wall signs should be classified as works of art rather than as signage, and that they are only designed for advertising to customers already on the property. They also do not feel that these signs provide a competitive advantage over similar businesses since they do not directly state "Raising Cane's" name, slogans, or products sold. They are seeking approval because these items are part of their nationally recognized brand image and can be found on a majority of the over 500 Raising Cane's locations.

Per code, a sign is defined as any object, device, display or structure, used to advertise, identify, display or attract attention to an establishment or product by any means including, without limitation, words, letters, numerals, figures, designs, symbols, colors, illumination, whether affixed to a building or structure or otherwise installed on the premises visible to the general public. The proposed wall signs meet this definition and are therefore considered to be signs, not just works of art. Furthermore, Staff disagrees that the proposed signs are only designed for customers on the property. The huge number "1" and the One Love Heart will both be highly visible form Palatine Road.

After comparing the proposed signs to other similar drive-through restaurants in Arlington Heights (refer to Table 2 in Staff report), Staff has concerns about the proposed 212.1 sf amount of signage, where 85-90 sf represents the upper end of sign variations previously granted for other drive-through restaurants in Arlington Heights. Staff feels that 212.1 sf of signage is excessive, and it would provide an unfair competitive advantage over similar businesses. The huge 127.2 sf number "1" sign is the issue, and it is recommended that it be omitted. The remaining two signs would total 84.8 sf, which is more in line with the sign variations previously approved for other drive-through restaurants. The existing EIFS tower wall should be required to remain the same color as the adjacent walls, which is consistent with other existing Raising Cane's restaurants. Examples of other Raising Cane's restaurants with and without the red metal signage are included in the drawings packet.

Acting Chair Eckhardt said the building was approved and built with the 'Number 1' as part of the EIFS on the building, which currently appears subtle on the building; however, if that Number 1 was painted red, would it be considered a sign. Mr. Hautzinger said that it would be a sign if it was highlighted in that way. Staff is recommending denial of the 'Number 1' wall sign, with a condition that the existing EIFS tower wall remain the same color as the adjacent walls.

It is recommended that the Design Commission recommend approval to the Village Board for the following sign variations for *Raising Cane's* at 225 E. Palatine Road:

1. A variation from Chapter 30, section 30-402.a Number, to allow two wall signs on the north wall of the building facing Palatine Road, where only one wall sign is allowed.
2. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 67.5 sf wall sign on the north wall of the

building facing Palatine Road, where 0 sf is allowed.

It is recommended that the Design Commission recommend denial to the Village Board for the following sign variation for *Raising Cane's* at 225 E. Palatine Road:

3. A variation from Chapter 30, section 30-403.a Dimensions, to allow a 127.2 sf wall sign on the north wall of the building facing Palatine Road, where 0 sf is allowed.

This recommendation is subject to compliance with the plans received 7/6/22, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. No additional signage and no window signage shall be allowed.
2. The existing EIFS tower wall shall remain the same color as the adjacent walls.

Ms. Foster gave a presentation of the signs being proposed. They consider the 'One Love Heart' wall sign to be a piece of artwork that is comprised of metal pieces that are symbols of a salmon, a disco ball, the number 1, a hard hat, and a dog. These symbols artistically tell the story, the journey, and the culture of the restaurant that was founded by Todd Graves who worked tirelessly to earn and build up the cash to make his dream a reality. The second wall sign is their iconic architectural tower that depicts the 'Number 1' that they want to clad in a reclaimed car hood material that will create a warm and inviting entrance and emphasize their commitment to their One Love. Both signs are important pieces to their unique brand and highlights their great crew and cool culture. Raising Cane's is genuine, real and fun-loving, and their signature items are recognized by customers across the U.S. She presented photos of other Raising Cane's with their architectural tower, as well as photos of the One Love Heart sign which also includes the name of the town they are located in.

Acting Chair Eckhardt asked if there was any public comment on this project and there was no response from the audience.

The commissioners summarized their comments. Commissioner Fitzgerald was a little torn on the requests. He was really surprised to see that the requested variations are all for the front of the building instead of on the side or back of the building, which is what other businesses in this area have asked for because traffic comes in so many directions. He referenced a newer Taco Bell on Algonquin Road near New Wilke who asked for an art sign on the side of the building, and this commission did not support it. He liked the idea of the fun and creative signage being proposed here, but felt that the amount of additional square footage of signage would set a precedent for other businesses, which is not the intent of the sign code. He was okay with the 'One Love Heart' wall sign, but he could not support the 'Number 1' wall sign. He reiterated his surprise that the petitioner is not asking for signage on the sides or back of the building, and that if these signs are all approved and the petitioner returns asking for more signs on the back or rear, then he will feel that they are way over the allowance of other similar businesses.

Commissioner Kingsley was also torn; she liked both wall signs and felt they were unique. She sees the 'Number 1' sign as being something similar to the McDonalds arch or swoop, which is part of the architecture, and she sees the signs as a piece of art. She pointed out that the signs do not say Raising Cane's on them, although they do evoke the restaurant. She definitely liked the 'One Love Heart' sign and asked if it is similar in size to the one the petitioner showed in her example tonight, and Ms. Foster said that it is. Commissioner Kingsley said she could probably approve both variations because she felt the signs are cool.

Commissioner Seyer liked the 'Number 1' sign and was in favor of it. He said it is bold but tasteful, and in this location which is a commercial area that can be somewhat difficult to get proper signage for, he was okay with it. He believed that an argument could be made for it being art, even though it is in the shape of a 1, but he liked it because it has some artistic quality. He recognized the point made about setting a precedent for other businesses, which is what concerns him about the 'One Love Heart' sign. What would stop the petitioner from adding the name of the restaurant above this sign in the future, similar to the examples shown at other Raising Cane's, or even adding a temporary fabric sign above it with the name of the restaurant. How do we protect ourselves against that happening? He liked the idea of this sign being art, but if Raising Cane's was added above it in the future, then there would be 4 signs on one elevation, which he has concerns about. Commissioner Seyer said that if the 'One Love Heart' sign stays as it is

presented tonight, then he could be in favor of it.

Acting Chair Eckhardt said that the more he looks at the existing front elevation, the more bland he felt the 'Number 1' actually is, it is almost transparent. He liked the 'Number 1' wall sign and felt it was art because it is not just painted, it uses recycled car materials. He acknowledged Commissioner Fitzgerald's warning that there probably will not be another sign approved anywhere on this building because the petitioner is maxing out the courtesy of this commission to grant a sign variance. This commission supports sign variations for a reason; to help businesses do well. He also pointed out the high rate of speed on Palatine Road and the somewhat difficult access to the restaurant, both of which he sees as a hardship. He was in favor of the Number 1 sign, which he calls art. He could support both variations, with a requirement that no other signs be allowed in the future.

Acting Chair Eckhardt again asked if there was any public comment on this project and there was no response from the audience.

A MOTION WAS MADE BY COMMISSIONER KINGSLEY, SECONDED BY COMMISSIONER SEYER, TO RECOMMEND TO THE VILLAGE BOARD OF TRUSTEES, APPROVAL OF THE FOLLOWING SIGN VARIATION REQUEST FOR *RAISING CANE'S* LOCATED AT 225 E. PALATINE ROAD:

1. A VARIATION FROM CHAPTER 30, SECTION 30-402.A NUMBER, TO ALLOW THREE WALL SIGNS ON THE NORTH WALL OF THE BUILDING FACING PALATINE ROAD, WHERE ONLY ONE WALL SIGN IS ALLOWED.
2. A VARIATION FROM CHAPTER 30, SECTION 30-403.A DIMENSIONS, TO ALLOW A 67.5 SF WALL SIGN ON THE NORTH WALL OF THE BUILDING FACING PALATINE ROAD, WHERE 0 SF IS ALLOWED.
3. A VARIATION FROM CHAPTER 30, SECTION 30-403.A DIMENSIONS, TO ALLOW A 127.2 SF WALL SIGN ON THE NORTH WALL OF THE BUILDING FACING PALATINE ROAD, WHERE 0 SF IS ALLOWED.

THIS RECOMMENDATION IS BASED ON THE PLANS RECEIVED 7/6/22, FEDERAL, STATE, AND VILLAGE CODES, REGULATIONS, AND POLICIES, THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING CONDITIONS:

1. THAT THE CLADDING OF THE 'NUMBER 1' IS CONSIDERED ALMOST A PIECE OF ART AND NOT A SIGN, BUT FUTURE VARIATION REQUESTS FOR ADDITIONAL SIGNS WILL NOT BE APPROVED.
2. THAT THE 'ONE LOVE HEART' SIGN SHALL REMAIN AS IS, AND THAT IT NOT BE CHANGED IN THE FUTURE TO A SIGN WITH THE WORDS 'RAISING CANE'S'.
3. THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, BUILDING, SIGNAGE OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING PERMIT AND SIGNAGE REQUIREMENTS.

FITZGERALD, AYE; ECKHARDT, AYE; KINGSLEY, AYE; KUBOW, AYE.
ALL WERE IN FAVOR. MOTION CARRIED.

Mr. Hautzinger stated that the Design Commission is a recommending body to the Village Board for sign variations, and Staff will work with the petitioner to schedule the review with the Village Board.

DRAFT

April 6, 2022

Sign Variation Application for Raising Cane's RC0484

Located at 225 E. Palatine Rd.

Zoned B-2 General Business

To the Village of Arlington Heights' Design Commission and Village Board of Trustees:

Raising Cane's would like to request sign variations for their new drive thru restaurant located at 225 E. Palatine Rd. for the One Love Heart artwork and 1 Tower. These items are part of the nationally recognized brand image and can be found on a majority of the over 500 Raising Cane's sites. Below is a brief explanation of Raising Cane's and each sign/artwork that is being requested for consideration along with the fact findings for the property.

Founded by Todd Graves in 1996, Raising Cane's specializes in one thing… quality chicken finger meals. Todd Graves worked tirelessly as a young entrepreneur to open his first restaurant, which included jobs working as a boilermaker on a Louisiana refinery and salmon fisher in Alaska to earn the money to open Raising Cane's. When returning home to Baton Rouge, his work wasn't done as he then had to build the restaurant along with the help of his dog, Raising Cane. Raising Cane was around so much during construction that Todd's friends convinced him to name the restaurant after her. Although the building design has undergone changes, the essential quality of the building stills shares the same concept with the "Mothership" flag store that a man built his dream with his own hands. Raising Cane's supports others dreams through community involvement and gave back $9 million dollars in 2020 to the local communities that Cane's is apart of.

Raising Cane's image was inspired by a mural that was uncovered during construction of the Mothership (see photo 1). The stylization was so unique, Todd decided to incorporate it into the logo.

The One Love Heart is a piece of art that have been featured since 2016 (see photo 2). This artwork is on aluminum substrate that is painted red with white copy of the Village name "Arlington Heights". The heart is constructed of metal pieces that are pin-mounted on the aluminum substrate to give a 3D effect. The One Love Heart is comprised of cutouts of a salmon, construction hat, number "1", disco ball and a dog in a heart form, and is not internally illuminated.

Like the One Love Heart, the 1 Tower is also not internally illuminated and is in the shape of a "1" (see photo 3). This art feature has been integrated into Raising Cane's buildings almost from the start and now features car hood material to mimic the interior table design. The material used is an aluminum sheet that is painted in a multitude of red shades and other outlying complementary colors, and then "aged" to create a realistic car hood appearance. All the panels are mounted to a frame, which is securely attached to the face of the building.

Section 30-902 Standards. The Design Commission and the Village Board of Trustees will base their recommendation for a variation on the following facts:

A. The particular difficulty or peculiar hardship is not-self created by the petitioner; and
B. The granting of the variation shall not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, moral and welfare; and,
C. The variation will serve to relieve the applicant from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship; and not merely serve to provide the applicant with a competitive advantage over similar businesses; and,
D. The variation will not alter the essential character of the locality; and,
E. The applicant's business cannot reasonably function under the standards of this Chapter.

Raising Cane's Responses:

The 1 shape and the One Love Heart should be classified as works of art rather than signage since it is either general copy (1) or has limited copy (One Love Heart has only city name) and aren't designed with advertising offsite but for customers already on the property in the drive thru or entranceway. There isn't advertising directly stating Raising Cane's, slogans or products sold on the premises and therefore, doesn't provide a competitive advantage. These items are similar to a specific lighting or architectural element and could be used by another tenant as they are not trademarked. As both the 1 and the One Love Heart are mounted on the building façade, they pose no traffic hazards, and do not depreciate of surrounding property values or detrimental to health, safety, etc.

Photo 1

Original Mural at the first Raising Cane's store

Photo 2

One Love Heart on substrate

Photo 3

1 Tower Examples

Gatsby's Pizza and Pub
lm Court
Dining • $$
Speedway
Bank of America (with Drive-thru ATM)
Amazon Hub Locker - Advik
E Palatine Rd
E Palatine Rd
12
Psychic readi
by Jacque
The Art R
Raising Cane's
Fast Food • $
Verizon
Cell phone store
AT&T Store
Cell phone store
Olive G
Italian •
Citi
BMO Harris Bank
N Arlington Heights Rd
og Grooming Spa
STSIGNS
Sign shop
E Lillian Ave
PNC Bank
uity Group
JOANN Fabric and Crafts
Fabric store
Walgreens
Drug store
LA Fitness
Golden Corral Buffet & Grill
Buffet • $$
Best Buy
Electronics store
E Rand Rd
Bu
Ca

SURROUNDING CONTEXT

AT&T (to the east)

VERIZON (to the east)

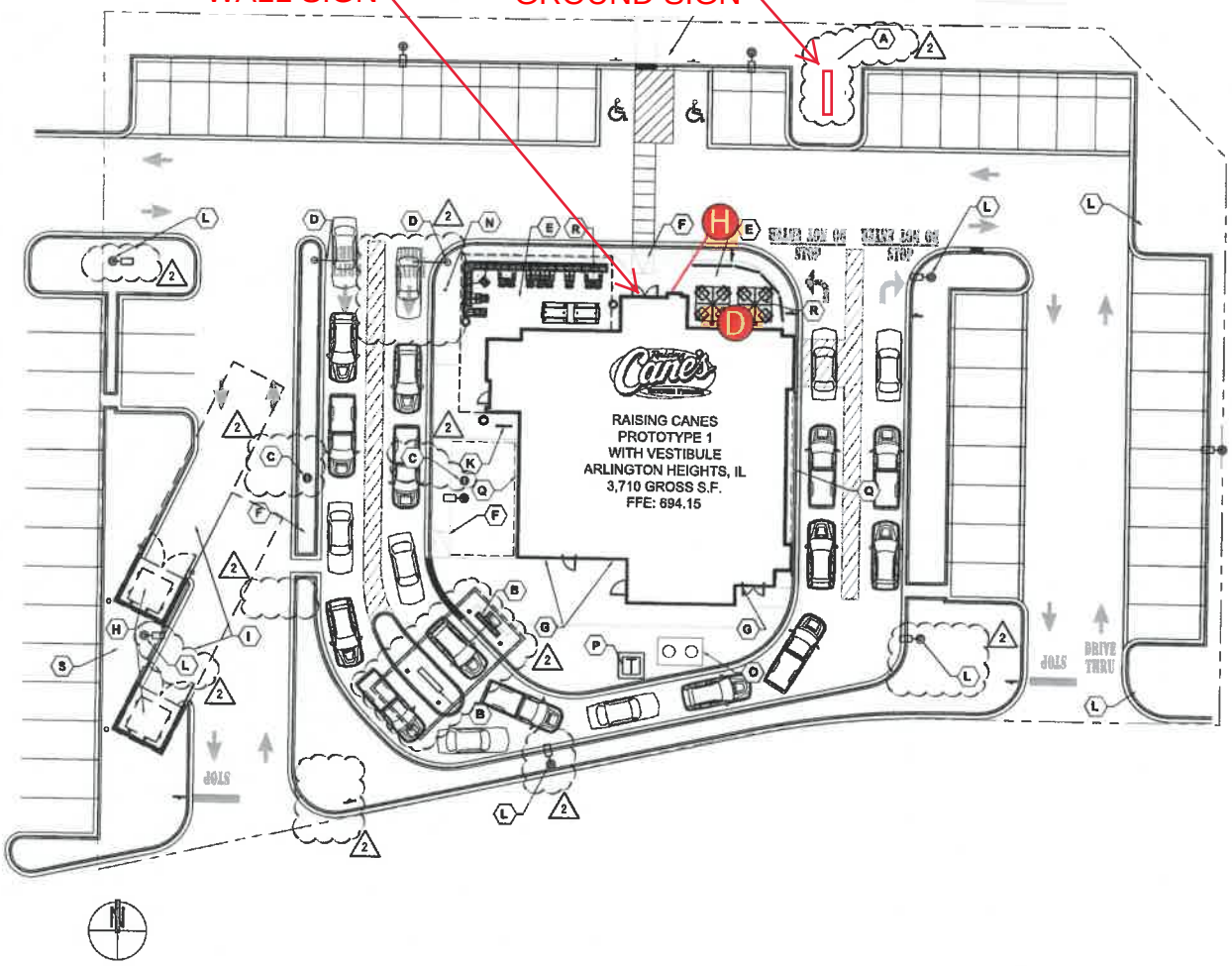
SUBJECT PROPERTY

BMO BANK (to the west)

CITIBANK (to the west)

PROPOSED SIGNS

	QTY.	CODE	DESCRIPTION
D	1	OLH	One Love Heart
H	1	1T	1 Tower



Raising Cane's Chicken Fingers	Location: Arlington Heights, IL	AGI Rep: S. Holmes	This document is the sole property of AGI, and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	PAGE 2
	Site ID: RC0484	AGI PM: Briana Bennett		AGI
	Date: 11/14/2018	Drawn by: M. Folden		

Cane's
DO NOT ENTER
EXISTING BUILDING

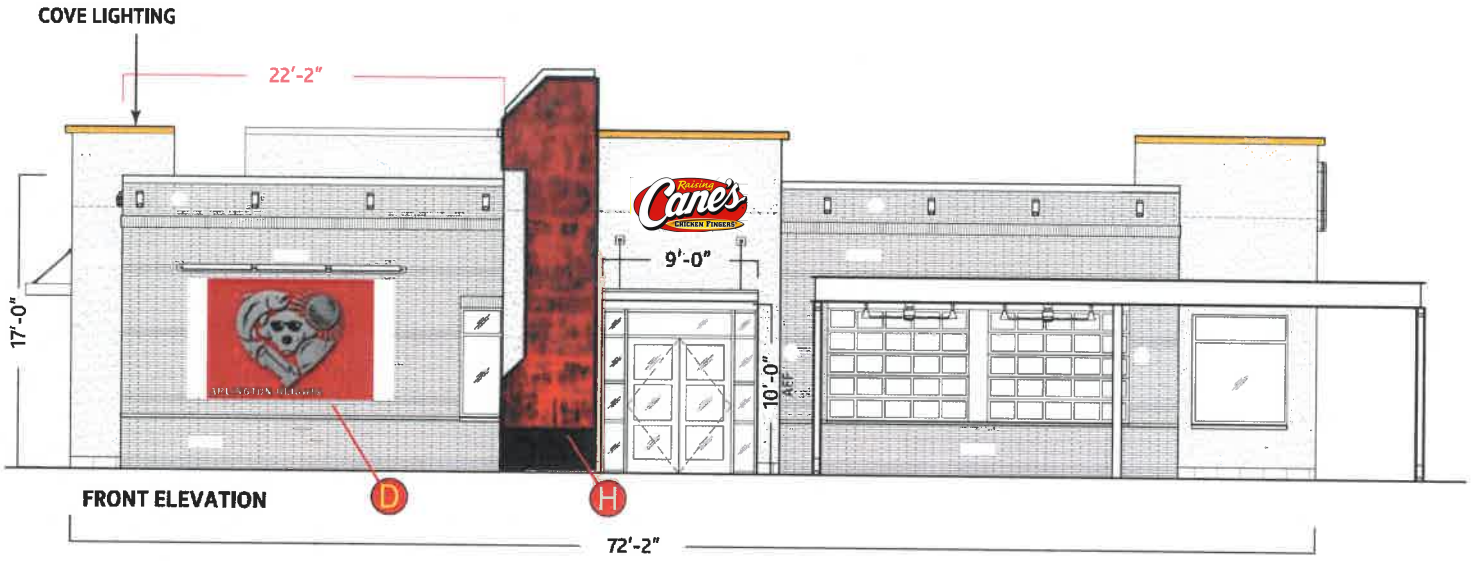
EXISTING BUILDING

RENDERING (NTS)

PROPOSED SIGNS:

D. ONE LOVE HEART

H. "1" TOWER



FRONT ELEVATION

Scale: 3/32"=1'

Location: Arlington Heights, IL	AGI Rep: S. Holmes	This document is the sole property of AGI, and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	PAGE 3
Site ID: RC0484	AGI PM: Briana Bennett		
Date: 11/14/2018	Drawn by: M. Folden		

ARLINGTON HEIGHTS' DRIVE-THROUGH RESTAURANTS

SUBJECT PROPERTY

Arby's, Rand Road

McDonald's, Arlington Heights Road

Burger King, Rand Road

Taco Bell, Algonquin Road

McDonald's, Golf Road

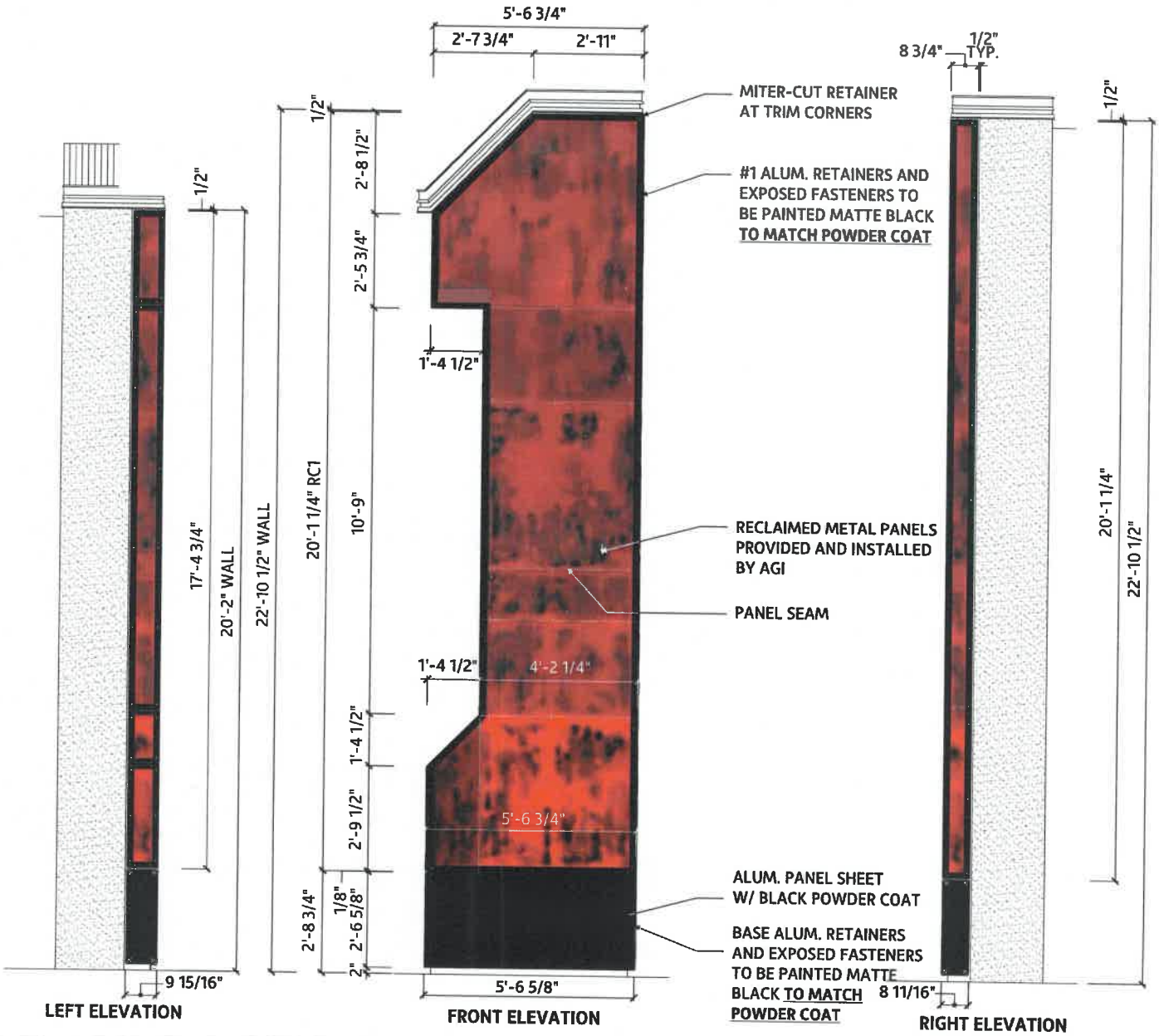
EXAMPLES OF TOWERS WITHOUT RED METAL SIGNAGE CLADDING

SUBJECT PROPERTY

EXAMPLES WITH NUMBER “1” TOWER SIGNAGE

H

CUTSHEET
1 Tower



Raising Cane's Chicken Fingers	Location: Arlington Heights, IL	AGI Rep: S. Holmes	This document is the sole property of AGI, and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	PAGE 7
	Site ID: RC0484	AGI PM: Briana Bennett		AGI
	Date: 11/14/2018	Drawn by: M. Folden		

D

CUTSHEET

One Love Heart

ON SUBSTRATE

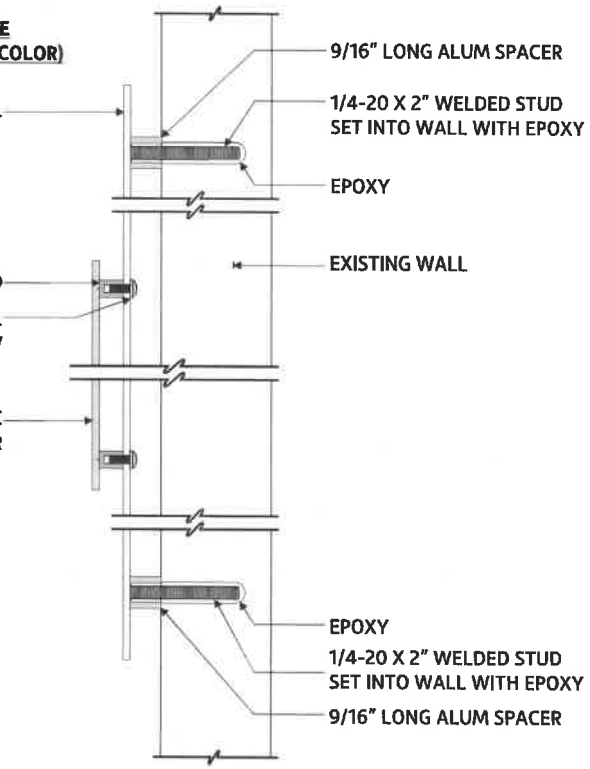
ALUMINUM PANEL IS PAINTED 'RED' (CLIENT TO SPECIFY COLOR)

DETAIL IS SURFACE APPLIED OPAQUE VINYL 'BLACK' (CLIENT TO SPECIFY COLOR)

MAP BRUSHED ALUM.

1/8" PRECISION ROUTED ALUM.

ONE LOVE HEART MOUNTED ON ALUMINUM SUBSTRATE



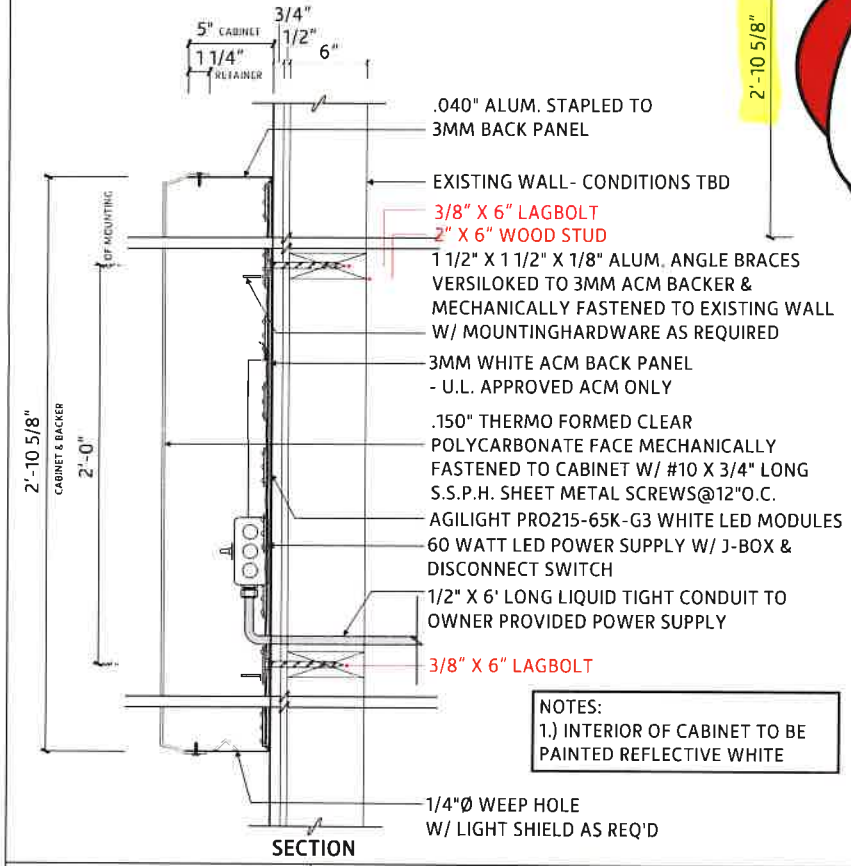
SECTION VIEW

Location: Arlington Heights, IL	AGI Rep: S. Holmes	This document is the sole property of AGI, and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.	PAGE 6
Site ID: RC0484	AGI PM: Briana Bennett		
Date: 11/14/2018	Drawn by: M. Folden		

A

EXISTING WALL SIGN

CUTSHEET
WS-6FT



SECTION

NOTES:
1.) INTERIOR OF CABINET TO BE PAINTED REFLECTIVE WHITE

COPY & DROP SHADOW ARE AS FOLLOWS: 'RAISING' IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-015 'YELLOW', DROP SHADOW IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-53 'CARDINAL RED'

BORDER IS PAINTED 'BLACK'

BACKGROUND IS SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-73 'RED'

.150" THERMO FORMED CLEAR POLYCARBONATE FACE
REGISTER MARK IS PAINTED 'BLACK'

DOUBLE EMBOSSED LETTERS ARE PAINTED SECOND SURFACE 'WHITE'

EMBOSS AROUND LETTERS IS PAINTED SECOND SURFACE 'BLACK'

EMBOSSED SURFBOARD IS AS FOLLOWS:
-SIDES ARE PAINTED TO MATCH PANTONE #109C 'YELLOW'
-GRAPHICS ARE SECOND SURFACE APPLIED DIGITAL PRINT

FRONT ELEVATION

17.31
Square Footage

ELECTRICAL DATA	
VOLTAGE	120
AMPERAGE	1.8

COLOR CHART
3M #3630-15 'YELLOW'
3M #3630-73 'RED'
3M #3630-53 'CARDINAL RED'

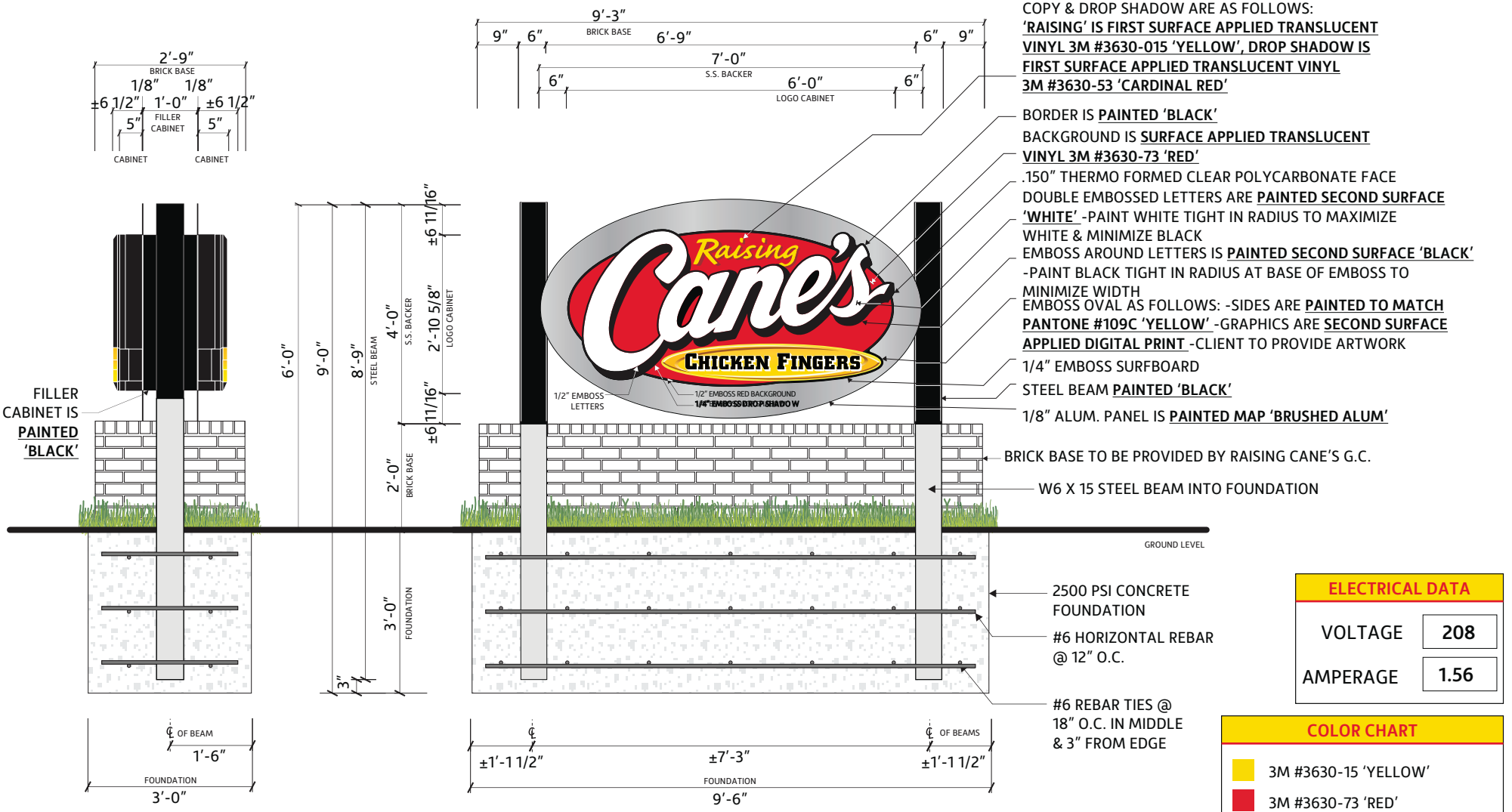
Location: Arlington Heights, IL	AGI Rep: G.W.	
Site ID: RC0484	AGI PM: Kayla Urquhart	
Date: 11/14/2018	Drawn by: M. Folden	

This document is the sole property of AGI and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted for your consideration only, for a special purpose, and the recipient, by accepting this document, assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was rendered, nor any special features peculiar to this design incorporated in other projects.

AGI

G

APPROVED
GROUND SIGN



COPY & DROP SHADOW ARE AS FOLLOWS: 'RAISING' IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-015 'YELLOW', DROP SHADOW IS FIRST SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-53 'CARDINAL RED'

BORDER IS PAINTED 'BLACK'

BACKGROUND IS SURFACE APPLIED TRANSLUCENT VINYL 3M #3630-73 'RED'

.150" THERMO FORMED CLEAR POLYCARBONATE FACE

DOUBLE EMBOSSED LETTERS ARE PAINTED SECOND SURFACE 'WHITE' -PAINT WHITE TIGHT IN RADIUS TO MAXIMIZE WHITE & MINIMIZE BLACK

EMBOSS AROUND LETTERS IS PAINTED SECOND SURFACE 'BLACK' -PAINT BLACK TIGHT IN RADIUS AT BASE OF EMBOSS TO MINIMIZE WIDTH

EMBOSS OVAL AS FOLLOWS: -SIDES ARE PAINTED TO MATCH PANTONE #109C 'YELLOW' -GRAPHICS ARE SECOND SURFACE APPLIED DIGITAL PRINT -CLIENT TO PROVIDE ARTWORK

1/4" EMBOSS SURFBOARD

STEEL BEAM PAINTED 'BLACK'

1/8" ALUM. PANEL IS PAINTED MAP 'BRUSHED ALUM'

BRICK BASE TO BE PROVIDED BY RAISING CANE'S G.C.

W6 X 15 STEEL BEAM INTO FOUNDATION

2500 PSI CONCRETE FOUNDATION

#6 HORIZONTAL REBAR @ 12" O.C.

#6 REBAR TIES @ 18" O.C. IN MIDDLE & 3" FROM EDGE

ELECTRICAL DATA	
VOLTAGE	208
AMPERAGE	1.56

COLOR CHART

- 3M #3630-15 'YELLOW'
- 3M #3630-73 'RED'
- 3M #3630-53 'CARDINAL RED'

Scale: 3/8"=1'

Location: Arlington Heights, IL	**AGI Rep:** S. Holmes		
Site ID: RC0484	**AGI PM:** Briana Bennett		
Date: 11/14/2018	**Drawn by:** M. Folden		

This document is the sole property of AGI, and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a special purpose, and the recipient, by accepting this document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except for the purpose for which it was tendered, nor any special features peculiar to this design be incorporated in other projects.

SAMPLE
MATERIAL LIST*

1. **Petitioner Name:** Raising Canes/All-Right Sign
2. **Date:** 4-19-2022
3. **Project:** New signage at Raising Canes
4. **Location:** 225 E. Palatine Rd.

Retail/Condominium Building:

Signage:
- Metal panels
- Aluminum panels painted red
- Vinyl - black
- Paint - matte black
- Aluminum retainers painted matte black

List of primary colors, textures and materials to be used.
- Aluminum panel sheet with black powder coat
- Base aluminum retainers

DESIGN COMMISSION PROJECT TIMELINE

Project Name: Raising Cane's
DC Number: DC:22-027
Location: 225 E. Palatine Road
Requested Action: Sign Variation

	Date	# of Business Days
DC Application Submittal Date	4/19/22	
Waiting for Corrections	7/18/22	64
Design Commission Meeting	8/23/22	26
Village Board Meeting	9/6/22	9

Notification Requirements:

- Sign Posting, not less than 15 days prior to the date of the Design Commission meeting.
- Written Notice, not less than 7 days and not more than 30 days prior to the date of the Design Commission meeting.

Village Board
9/6/2022

Item: Closed Session

Department: Village Manager's Office

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

-and-

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