August 5, 2013
8:00 PM

AGENDA
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Committee of the Whole 7/1/2013

B. Committee of the Whole 7/8/2013

C. Committee of the Whole 7/15/2013

D. Village Board 7/15/2013

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register of 7/30/2013

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 August 5, 2013 - Consideration of the Issuance of a Class AA liquor license to Byul Bahm Restaurant at 234 E. Golf Rd.

B. Report of the Committee-of-the-Whole meeting of August 5, 2013 - Interview of Michael LoCascio for Appointment to the Commission for Citizens with Disabilities

X. CONSENT AGENDA

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

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

CONSENT APPROVAL OF BIDS

A. Electrically Powered Hydraulic Rescue Tool Set

B. Furnishing of aggregate materials, certain trucks and disposal of debris

C. Painting of Municipal Parking Garage

D. Metropolis Performing Arts - Refurbishment of Second Floor Offices and Studios

CONSENT LEGAL

A. An Ordinance Granting a Land Use Variation and a Variation from Chapter 28 of the Arlington Heights Municipal Code
(Minuteman Press, 1324 W. Algonquin Road)

B. An Ordinance Granting a Land Use Variation and a Variation from Chapter 28 of the Arlington Heights Municipal Code
(Printing Specialties, 3350 Salt Creek Lane)

C. A Resolution Accepting a Plat of Easement for Public Storm Sewer
(Southerly 7-1/2' of 714 N. Douglas Avenue)

D. A Resolution Accepting a Plat of Easement for Public Storm Sewer Purposes
(7-1/2' along the westerly portion of 911 E. Jules Street)

E. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code
(Surrender of Class "A" liquor license - Applebee's, 111 W. Algonquin Road; Making Available a Class "B" and "T" liquor license - R & F Liquors, 921 W. Rand Road)

F. An Ordinance Amending Chapter 16 of the Arlington Heights Municipal Code

(Sections 16-103, Prohibited Animals, and 16-108, Uncontrolled Animals)

G. A Resolution Approving an Intergovernmental Agreement with the Suburban Bus Division of the Regional Transportation Authority (Pace)
(Police detail at the Pace Headquarters at 550 W. Algonquin Road)

H. Resolution Approving a Bus Maintenance and Storage Agreement with Wheeling Township

I. A Resolution Approving an Intergovernmental Agreement for "Commuter Drive" - Bike Path and Roadway Engineering Phase II Services with the City of Rolling Meadows
(Bike path and roadway improvements between Rohlwing Road and Arlington Park Train Station - Phase II Engineering Services)

J. A Resolution Approving an Intergovernmental Agreement for “Commuter Drive” – Bikeway Path and Roadway Engineering Phase III Construction Management Services, Land Acquisition and Construction Costs with the City Of Rolling Meadows
(Bike path and roadway improvements between Rohlwing Road and Arlington Park Train Station Phase III construction management services and associated costs)

K. A Resolution Approving an Intergovernmental Real Estate Exchange Agreement with the City of Rolling Meadows and Arlington Park Racecourse
(Bike path installation along Commuter Drive, between Rohlwing Road and Arlington Park Train Station)

L. An Ordinance Vacating a Portion of a Public Right-of-Way and Maintenance of a Permanent Easement (Commuter Drive - vacation of a portion of public right-of-way and maintenance of a permanent easement located along the Union Pacific Railroad adjacent to Arlington Park Racecourse)

M. A Resolution Accepting a Plat of Dedication for a Public Right-of-Way
(Arlington Park Racecourse dedicating 0.871 acres for Commuter Drive, adjacent to Union Pacific Railroad Company railroad tracks)

N. A Resolution Accepting a Plat of Dedication for a Public Right-of-Way
(Arlington Park Racecourse dedicating 0.194 acre for a portion of Commuter Drive located along the Union Pacific Railroad Company railroad tracks)

CONSENT APPOINTMENTS

A. Boards & Commissions   Chair Reappointment   Term Ending

Citizens w/Disabilities Ryan Danzinger 4/30/14

CONSENT PETITIONS AND COMMUNICATIONS

A. Bond Waiver - St. James School - Raffle

CONSENT REPORT OF THE VILLAGE MANAGER

A. Budget Amendment; 2013 Street Reconstruction and 2013 Street Resurfacing Program

B. Traffic Signal LED Upgrade

XI. APPROVAL OF BIDS

A. General Obligation Refunding Bonds, Series 2013

B. 2013 Neighborhood Storm Sewer Improvements

XII. NEW BUSINESS

A. Japanese Restaurant
932 W. Algonquin Rd.
DC#13-013

XIII. LEGAL

A. An Ordinance Providing for the Issuance of $___________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with the Refunding Occasioned by Such Issuance

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

XVI. REPORT OF THE VILLAGE MANAGER

XVII. ADJOURNMENT

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

Item: Committee of the Whole 7/01/2013

Department: Committee of the Whole 7/1/2013

Bid Section

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

ATTACHMENTS:

Description	**Type**
Committee of the Whole 7/1/2013	Minutes

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS 33 S. ARLINGTON HEIGHTS ROAD - COMMUNITY ROOM MONDAY, July 1, 2013

Mayor Tom Hayes called the meeting to order at 7:15 PM.

BOARD MEMBERS PRESENT:	Mayor Hayes, Trustees Blackwood, Farwell, Glasgow, LaBedz, Rosenberg, Scaletta, Sidor, Tanaglia
BOARD MEMBERS ABSENT:	None
STAFF MEMBERS PRESENT:	Village Manager Bill Dixon, Assistant to the Village Manager Diana Mikula, Assistant Village Attorney Robin Ward, Police Investigator Bill Kirby
OTHERS PRESENT:	Liquor Applicant: Ms. Song H. Han

1. **CONTINUATION OF CONSIDERATION OF RECOMMENDING TO THE LIQUOR COMMISSIONER THE ISSUANCE OF A CLASS "A" LIQUOR LICENSE TO MUSIC BOX CAFÉ, INC., DBA THE MUSIC BOX at 224 E. GOLF ROAD. (INTERNATIONAL PLAZA)**

Mayor Hayes swore in Ms. Song H. Han, 100% owner of Music Box Café, Inc., dba The Music Box for a continuation of considering issuing a liquor license.

Ms. Mikula provided an update on materials submitted from the liquor applicant. The documentation provided by Song Han included:

- Agreement to Sell Business dated August 15, 2009
- Closing Statement dated October 1, 2009
- Bill of Sale dated October 1, 2009
- Thank you letters from the Elk Grove High School Japanese Club

Also as a follow up to a question raised by Trustee Farwell, pursuant to a 2009 Agreement to Sell the Business, the option to buy back existed for two years from the date of closing. The closing was October 1, 2009 so the buy back option term expired October 1, 2011. Song Han is currently 100% owner. Meyong Lim had retained 10% or 300 shares but that was transferred on May 1, 2012 to Song Han who now has all shares.

Trustee Sidor reported that earlier today he visited The Music Box. He felt that it was a nice establishment but he noticed a couple of alcoholic bottles behind the bar and was surprised to see them because the establishment does not have a liquor license but have been operating as a BYOB. While onsite he contacted Ms. Mikula regarding the bottles he observed. She indicated that while operating as a BYOB the establishment is not to have exposed liquor bottles - especially not on the bar. She suggested Trustee Sidor speak to owner Song Han about the exposed liquor bottles. There were five or six random bottles that were near empty to mid-full. Ms. Han reported that the bottles were left over from a BYOB event from the previous night. When Trustee Sidor conveyed his concern to Ms. Han the bottles were removed immediately. Trustee Sidor was concerned about Ms. Han's understanding of the liquor laws and policies and procedures.

Trustee Blackwood inquired about the layout and functionality of the karaoke rooms. Ms. Han indicated that each room has its own karaoke machine with seating areas and a table. There is clear glass on the doors and she understands those rooms cannot have shades or any type of coverings. She uses two rooms for storage and one room as an office and only those spaces have coverings on the glass but those rooms are not used as karaoke rooms.

Trustee Scaletta inquired if Ms. Han has a policy for BYOB left over bottles. Ms. Han explained that some groups have become regulars as a corporate party or after golf league and these people come in weekly so she holds over what is not used. The bottles on the bar were left over from the weekend's party prior to her being able to clean up the area. She understands she cannot display bottles and will tell her staff they cannot do that.

Trustee Farwell asked various questions including questions about her massage therapy license. After hearing Ms. Han's explanations, Trustee Farwell stated that her testimony and explanations this evening are different than her previous two testimonies. He believes she has provided conflicting information in her testimonies and this along with lack of proper paperwork and the liquor displayed on the premises continues to be a big concern in considering issuing a liquor license.

Ms. Han commented that in the past she was nervous and may not have understood all questions asked of her but she is 100% owner of the Music Box.

When asked when the last time Ms. Han saw Ms. Lim, Ms. Han indicated that it was in January 2012. Ms. Lim came into the restaurant to eat but Ms. Han wouldn't talk to her and doesn't want anything to do with her. She does not have a business relationship with Ms. Lim but she is still a distant relative.

Trustee Glasgow stated that in the previous meeting he made a motion to deny a liquor license although the meeting was continued. His previous questions and statements hold true and he does not believe the situation with Ms. Han has changed based on the testimony she has provided. Once again, he believes a liquor license is a privilege and not a right and he does not believe satisfactory answers have been provided to warrant the issuance of a liquor license. He said that there has been conflicting testimony within the liquor license proceedings which led him to question the credibility of the petitioner. The license was previously denied due to violations and incorrect paper work. As much as he wants to help a business succeed, there is a higher burden to handle liquor.

Trustee Glasgow made a motion to deny the issuance of a liquor license. Trustee Farwell seconded the motion. Trustee Farwell commented that he does not treat this decision lightly but there were three different occasions where the testimony of the petitioner was inconsistent.

Trustee Sidor commented that he wanted to recommend approval of a liquor license and help her succeed but after seeing the display of bottles on the premises today and hearing her testimony this evening he does not believe she has the controls in place to properly sell alcohol.

Trustee Tinaglia commented that it is hard for him to say no because he would like to give a business a chance to succeed and he inquired about the possibility of giving a probationary opportunity to have a license.

Trustee Rosenberg indicated he was thinking along the same lines as Trustee Tinaglia to possibility grant a liquor license conditionally and monitor the establishment monthly.

Mayor Hayes stated that his intention is to be business friendly but after hearing the testimony by the applicant he does not have a comfort level that issuing a liquor license at this time is doing the right thing for the health, safety and welfare of the community.

Trustee Thomas Glasgow moved to recommend to the Liquor Commissioner the denial of a Class A Liquor License to The Music Box. Trustee Joe Farwell Seconded the Motion.
The motion passed.
Ayes: Farwell, Glasgow, Hayes, LaBedz, Scaletta, Sidor.
Nays: Blackwood, Rosenberg, Tinaglia.

In response to a question, Ms. Ward indicated that the petitioner can appeal the Village's decision to the State Liquor Commission.

Ms. Han indicated she was upset with the decision. She had a similar karaoke restaurant with a liquor license in Chicago and she never had a problem. She is not her step-sister.

The Mayor responded that in her various testimonies there has been a pattern of inconsistency and falsehoods and lack of ability to exercise control of the establishment. Also, a majority of the Board does not believe she can exercise control. Perhaps down the road if she can demonstrate the ability to responsibly operate a liquor business she could reapply.

Ms. Han stated that she is not sure how long she can keep the business open without a liquor license.

2. **OTHER BUSINESS**

Trustee Scaletta asked for a memo to the Board on BYOB with a staff recommendation on establishing a policy.

3. **ADJOURNMENT**

Meeting adjourned at 8:00 PM.

Recorded by: Diana Mikula, Assistant to the Village Manager

Item: Committee of the Whole 07/08/2013

Department: Committee of the Whole 7/8/2013

Bid Section

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

ATTACHMENTS:

Description	Type
Committee of the Whole 7/8/2013	Minutes

COMMITTEE-OF-THE-WHOLE
MINUTES OF THE MEETING OF THE MAYOR AND THE BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS COMMUNITY ROOM
MONDAY, JULY 8, 2013 7:30 P.M.

BOARD MEMBERS PRESENT:	President Hayes, Trustees Blackwood, Farwell, LaBedz, Rosenberg, Scaletta, Sidor and Tinaglia
BOARD MEMBERS ABSENT:	Trustee Glasgow
STAFF MEMBERS PRESENT:	Bill Dixon, Village Manager; Diana Mikula, Assistant to the Village Manager; Tom Kuehne, Director of Finance; Charles Perkins, Director of Planning; Michael Mertes, Business Development Coordinator; Eileen Hellstrom, Recording Secretary

SUBJECTS:

4. Proposed Small Business Development Agreement between Village of Arlington Heights and the Chamber of Commerce
5. Capital Plan/Proposed One-Time General Fund Transfers
6. Other Business
7. Adjournment

President Hayes called the meeting to order at 7:30 PM. The Pledge of Allegiance was recited.

4. Proposed Small Business Development Agreement between Village of Arlington Heights and the Chamber of Commerce

Mayor Hayes said this Agreement provides an opportunity for business development that will move our town forward in months and years to come. This will also establish a relationship with the Arlington Heights Chamber of Commerce (AHCC) and all the businesses in Arlington Heights that are currently here or will be attracted to Arlington Heights in the future. This Agreement is a work in progress and will serve the Village of Arlington Heights for years to come.

Mayor Hayes said this is a small business development Agreement between Arlington Heights and the Chamber of Commerce. The definition of a small business for purposes of the Agreement is a business having no more than eight full-time employees or occupying space of 2,000 square feet or less. He talked about not being too limiting as far as the definition of a small business.

Mayor Hayes discussed the length of the Agreement, which has a term of three years. It is up to the Board's discretion in terms of funding provided on a year to year basis, depending on the budget approved by the Board.
See Attachment A

Mayor Hayes talked about the Agreement being a "working document" and that it was put into as final a form as possible over the past couple of months. One change that was suggested by Mr. Dixon, Village Manager, was in section six, stating the Planning Department would be the primary liaison between the AHCC and the Village.
See Attachment B

Trustee Sidor gave a presentation on this proposal which demonstrates how to help small businesses move forward in a business friendly atmosphere.

Trustee Sidor said the purpose of this Agreement is to provide development initiatives designed to educate, facilitate and assist small business owners through a proactive retention, expansion and an identified needs process. Also to build upon and strengthen an engaging, dynamic and positive collaboration between the Village of Arlington Heights and the Arlington Heights Chamber of Commerce.
See Attachment C

Trustee Sidor talked about the boundaries, where they begin and end for the Village and the AHCC. There are approximately over 500 small businesses in Arlington Heights. The main points talked about from the small business development initiative are:

- Broaden small business outreach while increasing the visibility of the Chamber and the Village.
- Identify small business needs and collectively supply solutions.
- Utilize community resources to accomplish collaborative goals.
- Educate business owners on proven successful best practices and navigate available resources for implementation.
- Increase engagement of the small business in the Arlington Heights community.
- Building upon our strength and engaging dynamic and positive collaboration between the Village and Chamber.

Trustee Sidor said the Village and AHCC are more powerful working together than working separately and feels this is a great opportunity to help small businesses.

Board President of the AHCC, Dianna Ehrenfried, spoke about the Chamber's goals which are to develop a stronger working relationship with the Village. She believes this proposal is one way to start working together to develop a program between the Village and the Chamber that will foster a better working relationship and will really help the small businesses in town succeed. Our goal is to facilitate, navigate and educate the small businesses to put them in a more positive position so they can prosper and grow.

Tony Guido, Chairman of the Arlington Economic Alliance, spoke about the process for new businesses being confusing not knowing where to go first between the Village, the Chamber and the Economic Alliance. The process would be so much easier if everyone would work together. The Alliance currently performs retention visits and talks with businesses, and the AHCC was doing the same thing. The Alliance felt this was a great time to work together and make the process easier for new businesses.

Charles Perkins, Director of Planning, spoke about the proposal. The Village went into this asking how this proposal can add value to the Village. He feels there are several good components to this proposal. One is the ability to work closer with the Chamber. Having the Chamber help with retention visits will allow more visits to be accomplished throughout the year.

The second major component is communication channels between the Village and the Chamber. This will help make the process more efficient.

Trustee LaBedz asked if a small business would include someone who works out of their home.

Mr. Perkins replied it could be a start-up business out of their home. Any time a new business license is approved, the Planning Department keeps track of the business.

Jon Ridler, Executive Director of the AHCC, talked about home based businesses that would be a part of this Agreement would be if they were looking to expand into a retail spot or commercial building since the Village would want to keep them in Arlington Heights.

Trustee Farwell said he thinks this is a fantastic idea and commends everyone who worked on the proposal. He would like to add two sentences to section one of the Agreement to be considered, one being, "These parameters are established as a guideline and not to be read as an absolute." The second sentence would be, "It is further understood that should the small business expand beyond these parameters the AHCC liaison shall remain the main contact to carry out the purposes of the Agreement." If the business grows and is successful and expands, the liaison should stay with the business since they were working well together.

Also, the Agreement is silent on the protection of the Village should the Agreement be cancelled. Trustee Farwell would suggest a sentence in section three, "Should the Village decide to terminate the contract prior to the three year term, the AHCC should be barred from any legal action for breach of contract or to recover any damages."

Trustee Farwell talked about section five, concerning the reports for retention visits and survey results, expansion plans and opportunities, and identified needs. He would like to see some sort of quantification within the reporting and also would like to add, "At the request of the Village, the AHCC reports be audited by the Planning Department in case there are discrepancies."

Trustee Farwell asked about section six and the new version that the Planning Department shall serve as the primary liaison between the AHCC and the Village. He asked if someone had a question that was relevant to the Building Department, would you have to call the AHCC first instead of calling the Building Department directly.

Mr. Dixon said if the AHCC knows the answer would be readily available from the Building Department, that would be understandable and we know there will be exceptions. The one thing that the Planning Department has is a global view because they are working with the brokers, developers, and business owners.

Trustee Farwell would like section six to say that the AHCC would communicate "primarily" with the Planning Department where appropriate; however AHCC may contact other Village Departments in the furtherance of the duties delineated. We are tweaking the first sentence and saying your primary contact is the Planning Department but you have the ability to contact other departments.

Mr. Dixon replied that he is open to adding the word "primarily" as long as section six stays true to the philosophy.

Trustee Scaletta talked about how it would be helpful if the AHCC, on behalf of the Village, would need to contact a department by email, if they would also copy Charles in the Planning Department on the same email so Charles is kept in the loop and knows what is going on. Charles needs to be the primary liaison and contact.

Trustee Farwell said this is not in any part of the Agreement but it has got to be in there. It is understood that all work product created or attainted by the AHCC and the carrying out of its duties of this Agreement is owned by the Village and a copy of such work product shall be delivered upon request or upon termination Agreement.

Trustee Farwell asked if the AHCC's role in the Agreement is for retention and expansion through education and not for attraction.

Mayor Hayes replied that one of the reasons the word attraction was kept out of the Agreement directly was because they did not want to duplicate things that Charles and the Planning Department were already doing.

Trustee Blackwood said that communication will be the main factor and as long as Charles is the primary liaison, this will work out well. She asked why the Woodfield Convention Center is included in this small business development initiative.

Trustee Sidor replied that they are a resource and an entity that is looking to enhance business in Arlington Heights.

Mr. Ridler said that the Woodfield Convention Center represents small businesses that are tourism based. Working with them to leverage their resources and utilize them for retention or recruitment would be beneficial.

Trustee Rosenberg talked about this Agreement being a huge undertaking. He is concerned about one person having the resources to do all of things listed in the Agreement. He said sometimes a small business can consume your time and this would prevent this person from servicing other potential businesses.

Mr. Ridler replied that this is not going to be a person; it is going to be the resources of the AHCC. There are going to be situations where there will be only one or two staff members. This Agreement is not just about a position, it's about the resources of the AHCC. The 21 member Board, the 110 volunteers that are on different committees, and the 400 businesses that are Chamber members, will deliver to make businesses stronger.

Trustee Scaletta said he feels this is the best collaboration he has seen come together between the Village and the AHCC. This will be a good opportunity for the AHCC to take on a larger responsibility and form relationships with small businesses.

Trustee Scaletta asked if two part-time employees would equal one full-time employee in regards to section one of the Agreement.

Mr. Ridler replied that it would be collaboration between Charles Perkins and the Chamber so it is known who is considered a small business.

Trustee Scaletta asked when the report documents that are mentioned in section five, a, b, and c would be due after the quarter is over.

Mayor Hayes asked Mr. Ridler once the quarter ended, would 30 days be enough time to submit the reports.

Mr. Ridler replied that giving the AHCC the 30 days to format the reports in a way that communicates effectively, would be helpful since this is new to the Chamber.

Trustee Scaletta asked about section eight, number six; and wanted to clarify when a telephone call would be made vs. a personal meeting with a small business.

Mr. Ridler replied that it depends upon the business owner and some will make time to sit down and meet with the AHCC and some won't. Some businesses would prefer a phone call. To do a qualified retention visit would be most effective. For some businesses, to find out how they are doing or maybe conducting a follow-up, then a phone call would be appropriate.

Trustee Scaletta agreed that a retention visit would be best conducted as an in-person visit.

Trustee Tinaglia talked about the Village, AHCC and the Arlington Economic Alliance coming together to give small businesses an opportunity to know how to get things done and who to talk to. He is excited to see this come about.

Mayor Hayes said as a summary some of the additions or changes that need to be made to the Agreement are:

- Section one to have different verbiage to define a small business
- Section five should have a time frame added for the quarterly reports
- Section three should have legal protection for both sides

Trustee Farwell added a change to section six by adding this sentence, "Where appropriate AHCC may contact other departments in the furtherance of its duties delineated in this Agreement."

Trustee Farwell said changes in section eight were also discussed:

- Upon the request of the Village, the financial records governing this Agreement may be reviewed for accuracy on an annual basis.

Trustee Scaletta said in section nine, 1.a. he would add that a qualified visit would be in-person when possible.

TRUSTEE SCALETTA MOVED, SECONDED BY TRUSTEE BLACKWOOD, THAT THE COMMITTEE-OF-THE-WHOLE RECOMMEND TO THE VILLAGE BOARD APPROVAL OF THE PROPOSED SMALL BUSINESS DEVELOPMENT AGREEMENT AS AMENDED BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND THE CHAMBER OF COMMERCE.

Upon a voice vote, the motion passed unanimously.

5. Capital Plan/Proposed One-Time General Fund Transfers

Mr. Dixon talked about over the next few years the Village Board will likely be addressing the funding for some extraordinary capital projects in addition to ongoing capital needs, a new Police Facility, the Emerald Ash Borer challenge, and Flood Remediation. During last year's CIP process the Board established a multi-year plan to fund the Police Facility by issuing bonds when other existing Village debt matures. Last year's CIP also included a plan to fund the EAB project by issuing bonds when other Village debt matures. Funding for any proposed Flood Remediation projects remains undetermined until the completion of the recently approved flood studies.

The fiscal year that ended April 30, 2013, produced a significant surplus of about $3.5 million. This was due largely to an unusual occurrence of quite of few one-time revenue receipts.

To assist with securing funding for the Village's capital projects, staff recommends the $3 million be transferred from the General Fund to the following funds as of FY2013:

1. $1 million to the Flood V Fund-to provide additional funding for the Village's ongoing Sewer Back-up Rebate Program and to provide initial cash funding toward future flood remediation work.

2. $1 million to the EAB Fund-as outlined in the CIP the Village has planned to sell an $11 million EAB bond issue during 2014. By transferring $1 million the EAB Fund the Village could reduce next year's bond issue to $10 million thereby enabling lower bank qualified interest rates on this bond sale.

3a. $1 million to the Capital Projects Fund-to provide additional one-time funding toward the FY2015 Street Resurfacing Program

or

3b. $750,000 to the Capitol Projects Fund and $250,000 to the Housing Trust Fund-additional one-time funding toward the FY2015 Street Resurfacing Program and one-time funding to provide seed money for the new Housing Trust Fund.

Mr. Dixon also discussed the opportunity to refinance some bonds this summer for a savings of at least $300,000.

Trustee Farwell talked about the $3.5 million surplus being a one-time surplus. He does not have a problem with numbers one and two, but he has an issue putting $250,000 into the newly created Trust Fund at this time.

Trustee Rosenberg agrees with Trustee Farwell and thinks that the money should be left in the General Fund not knowing what the future holds.

Trustee LaBedz would like to see the $250,000 put into the Housing Trust Fund. She thinks it shows a commitment by the Village towards Affordable Housing. We require developers to either add additional units or put money into a fund so it's important that the Village is willing to put money into the Housing Fund. She feels this is a small amount that shows a big commitment.

Trustee Blackwood said she agrees with Trustee LaBedz and would like to see an amount of a least $50,000 go into the Housing Fund as a nice opening deposit and show our commitment.

Trustee Sidor agrees with both Trustee LaBedz and Trustee Blackwood and would like to see something funded into the Trust Fund, not necessary $250,000 but maybe $50,000.

Trustee Scaletta said he would not vote for any transfer of General Fund dollars into the Trust Fund.

Trustee Tinaglia said he agrees with Trustee Scaletta. He said that flooding is an issue that keeps surfacing and would like to put the money into flood control.

Mayor Hayes said he is not saying that he is never going to utilize General Fund dollars for the Trust Fund. He does not think the timing is right at this point and even if it was a smaller amount, he would be against any transfer of the General Fund to the Trust Fund at this time.

TRUSTEE FARWELL MOVED, SECONDED BY TRUSTEE SCALETTA THAT THE COMMITTEE-OF-THE-WHOLE RECOMMEND TO THE VILLAGE BOARD THAT THE BOARD APPROVE, AS PART OF THE LONG-TERM CAPITAL FUNDING PLAN, THE TRANSFER OF $3 MILLION FROM THE GENERAL FUND, WITH $1 MILLION GOING TO THE FLOOD CONTROL V FUND, $1 MILLION TO THE EAB FUND, AND $1 MILLION TO THE CAPITAL PROJECTS FUND EFFECTIVE APRIL 30, 2013.

Ayes: (5) Farwell, Rosenberg, Scaletta, Tinaglia, President Hayes
Nayes: (3) LaBedz, Blackwood, and Sidor

THE MOTION CARRIED.

6. Other Business
None

7. Adjournment

TRUSTEE SCALETTA MOVED, SECONDED BY TRUSTEE SIDOR TO ADJOURN THE MEETING 9:36 P.M.

Attachment A

AGREEMENT

THIS AGREEMENT is made and entered into this __ day of July, 2013 by and between the Village of Arlington Heights, a municipal corporation, ("Village") and the Arlington Heights Chamber of Commerce ("AHCC").

WHEREAS, the Village and AHCC agree that it is important to the well-being of the Village to provide a small business development initiative designed to educate, facilitate and assist small business owners through a proactive retention, expansion and identified needs process; and

WHEREAS, in order to provide that initiative, the Village and AHCC agree that it is beneficial to build upon and strengthen an engaging, dynamic and positive collaboration between the Village and AHCC; and

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION ONE: This Agreement is intended to establish a program whereby the Village provides funds to the AHCC in order for the AHCC to utilize its resources to assist the Village in retaining small businesses. For purposes of this Agreement, a small business is defined as having no more than eight full-time employees or occupying space of 2,000 square feet or less.

SECTION TWO: AHCC will perform the services stated in this Agreement and provide the equipment, staff and materials to achieve them. In performing the services under this Agreement, AHCC is an independent contractor and its employees and agents are not employees of the Village. Employees and agents of AHCC will not hold themselves out as Village employees. Neither AHCC nor its employees or agents has authority to make any agreement or commitment on behalf of the Village.

SECTION THREE: This Agreement shall run for three years, commencing on the date that both Parties have signed. This Agreement shall continue in force for up to three years, as long as the Village continues to provide funding. The Village will review funding on an annual basis as part of its regular budget process. The determination as to whether to provide funding shall be made by the Village in its sole discretion. If not terminated prior, the Agreement shall expire on April 30, 2016.

SECTION FOUR: For the services rendered by AHCC under this Agreement, the Village agrees to pay AHCC $12,500 for each quarter of service, payable quarterly upon the Village's receipt of an invoice from the AHCC. The first invoice should be submitted for the first full quarter following execution of this Agreement by both Parties.

SECTION FIVE: The AHCC will provide the Village with the following reports on the activities pursuant to this Agreement on a quarterly basis. The Village may request reports more frequently or additional reports and such reports shall be provided by the AHCC in a timely fashion. At a minimum, quarterly reports shall include the following information:

a. Retention Visits and Survey Results
b. Expansion Plans and Opportunities
c. Identified Needs - Educational, Promotional, Developmental

SECTION SIX: The AHCC will communicate frequently with the Planning & Community Development and Building Departments along with other village officials as needed.__ AHCC shall cooperate with any other economic development-related boards and departments as requested by the Village, including but not limited to all Village departments, the Village's Economic Alliance Commission, and the Woodfield Chicago Northwest Convention Bureau.

SECTION SEVEN: It is recognized that the handling of information related to small business prospects may require access to confidential information. Both Parties agree to keep such information confidential, to the extent permitted by law. Such information may be shared between the AHCC and the Village as appropriate. All confidential information shall be identified as such, in order to prevent the identity of the small business prospects from being publicly known until such time as it is deemed appropriate or required by law.

SECTION EIGHT: The duties and responsibilities of AHCC are as follows:

1. AHCC shall provide qualified and competent staff for the retention of and assistance to small businesses as well as for the expansion of existing small businesses, providing all management and administrative services necessary to present a viable program.
2. AHCC shall be responsible for the operation of the programs carried out under the terms of this Agreement.
3. AHCC shall provide office space, general office supplies, office equipment, rent, accounting and legal services, insurance, payroll taxes, general postage, and telephone necessary for carrying out the terms of this Agreement.
4. AHCC shall ensure that the funds provided by the Village pursuant to this Agreement will be used only to further the small business initiative and not to support traditional AHCC activities that generally serve and benefit only the AHCC membership.
5. AHCC shall operate the programs contemplated in this Agreement for the good of the general public and for the promotion of small businesses, industry, marketing, and trade within Arlington Heights.
6. AHCC shall conduct telephone or personal meetings with all small businesses referred to AHCC by the Village and shall regularly provide

the Village with progress reports on each small business referred to AHCC by the Village.

7. AHCC shall provide collaboration with and assist the Village in its on-going strategy for small business economic development based upon current initiatives.
8. AHCC shall provide financial records concerning the funds expended under this Agreement quarterly to the Village.

SECTION NINE: The following are the core services and deliverables to be achieved through this Agreement:

1. <u>Small Business Retention</u>: AHCC shall implement an annual small business retention program in which existing businesses and employers are identified and personal contact is made with business owners by the AHCC through on-site visits, mail or email surveys or both. The AHCC small business retention program shall be designed to identify and address the needs of existing small businesses and the manner in which AHCC and the Village can better assist those businesses, through the following components:

   a. Meet with small business owners to understand their business needs.

      1) Conduct a minimum of ten qualified retention visits a month (a qualified retention visit is a scheduled interview with the small business owner, completion of the AHCC retention survey, and a follow-up plan initiated on issues presented).

      2) Conduct monthly email and phone retention calls using brief talking points to establish a communication line and a possible qualified retention visit appointment

   b. Connect small business owners with necessary resources for the successful retention of their business.
   c. Guide and assist small business owners coordination with the appropriate Village officials regarding local codes and regulations and assist with the process of applications and permits requested.
   d. Develop and implement cost savings programs to minimize overhead and maximize profitability.
   e. Invite small business presidents/owners to meet with the Mayor for open discussion.

2. <u>Small Business Expansion</u>: As a result of small business retention visits, the AHCC shall provide assistance to small business owners seeking to expand their business both physically and in employee size. In addition, the AHCC shall provide assistance to small business owners seeking to expand their customer base domestically or internationally.

a. The AHCC shall coordinate with the Village regarding small business expansion needs and provide local business contacts needed to physically expand their existing building or space or relocate within Arlington Heights.
b. The AHCC shall provide local business contacts needed to recruit and hire qualified employees for positions needed to expand.
c. The AHCC shall provide local business contacts needed to promote and communicate more effectively to existing and new consumers.
d. The AHCC shall provide contacts if needed to begin relationships for the development of regional, national, or international trade and partnerships.

3. Small Business Identified Needs: AHCC shall assist in the coordinating of small businesses needs identified as a result of retention visits.

a. The AHCC will develop a comprehensive follow-up plan for each business' identified needs and connect them with resources within government and private organizations based upon the needs plan.
b. The AHCC will provide coordination with the Village and outside agencies to assist in the successful resolution of identified needs to aid in the retention, and expansion, of small businesses.
c. The AHCC will work in collaboration with the Village on any qualified new business leads resulting from a retention visit or survey along with unsolicited contacts made by prospective business owners.

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

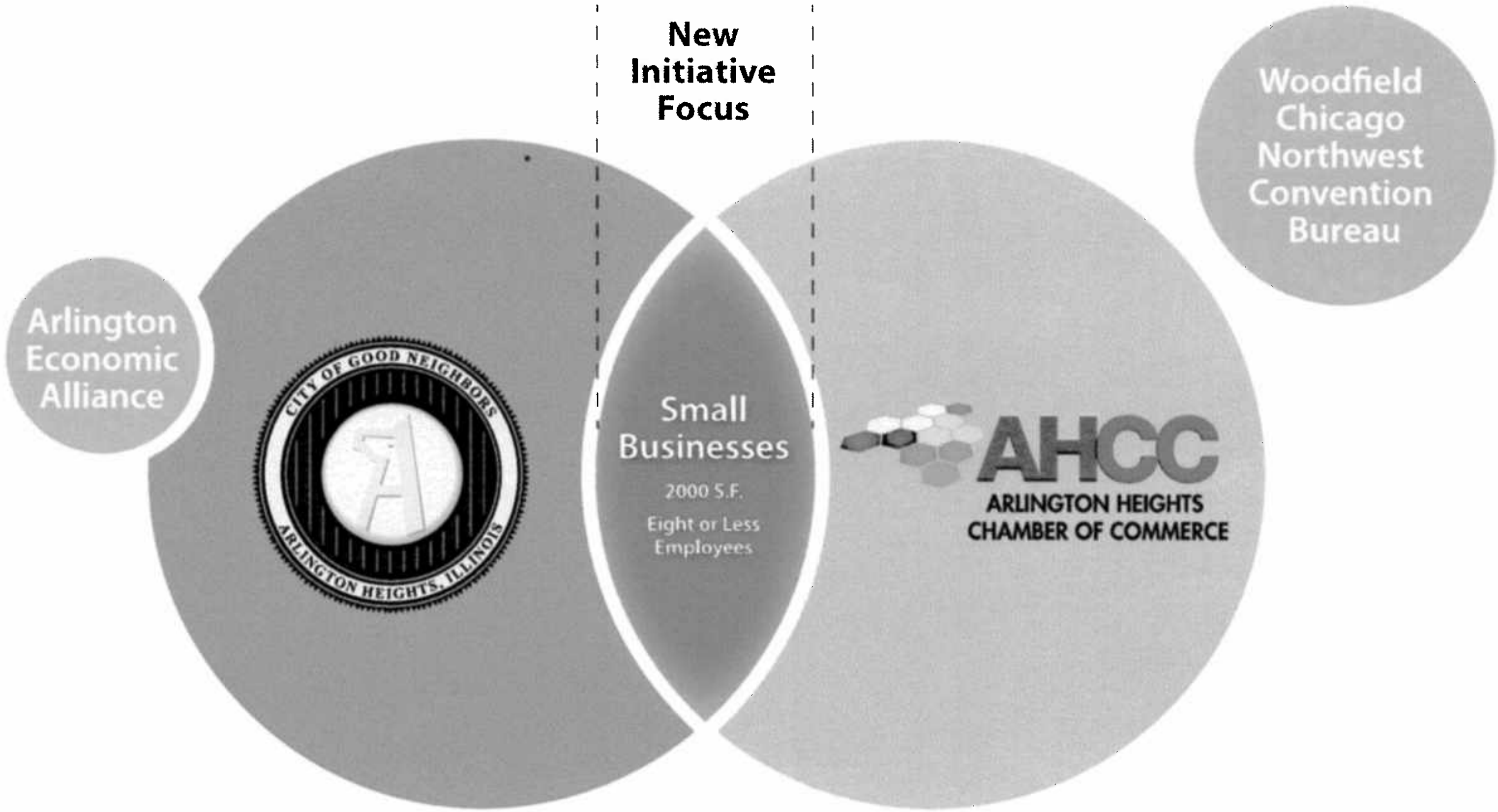
ARLINGTON HEIGHTS CHAMBER OF COMMERCE	VILLAGE OF ARLINGTON HEIGHTS
______________________________	______________________________
President	Village President
______________________________	______________________________
Date	Date
ATTEST:	ATTEST:
______________________________	______________________________

SECTION SIX: The Planning and Community Development Department shall serve as the primary liaison between the AHCC and the Village for this Agreement. It is expected that the AHCC will communicate regularly with the Planning and Community Development Department. If requested by the Planning and Community Development Department, AHCC shall cooperate with any other economic development-related boards and departments, including but not limited to all Village departments, the Arlington Economic Alliance, and the Woodfield Chicago Northwest Convention Bureau, in furtherance of this Agreement.

Attachment C

July 8, 2013

Small Business Development Initiative



- Broaden small business outreach while increasing visibility of Village and Chamber
- Proactively identify small business needs and collectively provide solutions
- Utilize community resources to accomplish collaborative goals
- Educate business owners on proven successful best practices and navigate available resources for implementation
- Foster increased engagement of small businesses with the Arlington Heights Community
- Build upon and strengthen an engaging, dynamic and positive collaboration between the Village and Chamber

Item: Committee of the Whole 07/15/13

Department: Village Manager

Bid Section

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

ATTACHMENTS:

Description	Type
Committee of the Whole 7/15/2013	Agreement

MINUTES OF THE COMMITTEE-OF-THE-WHOLE MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS
33 S. ARLINGTON HEIGHTS ROAD - COMMUNITY ROOM
Monday, July 15, 2013
7:30 PM

Mayor Tom Hayes called the meeting to order at 7:30 PM.

BOARD MEMBERS PRESENT:	Mayor Hayes; Trustees Blackwood, LaBedz, Farwell, Glasgow, Rosenberg, Scaletta, Tinaglia
BOARD MEMBERS ABSENT:	Trustee Sidor
STAFF MEMBERS PRESENT:	Village Manager Bill Dixon; Assistant to the Village Manager Diana Mikula; Village Attorney Jack Siegel; Director of Planning and Community Development Charles Perkins
OTHERS PRESENT:	Applicants: Rakan Dababneh and D. Court Harris.

1. CONSIDERATION OF RECOMMENDING TO THE LIQUOR COMMISSIONER THE ISSUANCE OF A CLASS "B & T" LIQUOR LICENSE TO R & F LIQUORS, INC., dba R & F LIQUORS LOCATED AT 921 W. RAND RD.

Mayor Hayes swore in Rakan Dababneh who was present for consideration of a "Class B & T" (package liquor store with tastings) liquor license at 921 W. Rand (former A&A Liquors).

Ms. Mikula presented the staff report for R & F Liquors. On May 28, 2013, the Arlington Heights Police Department conducted a background check on owner Rakan Dababneh who has 100% interest in the corporation. No convictions were disclosed and no criminal derogatory information was found. In addition, no lawsuits, judgments or liens were outstanding.

In response to various questions Mr. Dababneh indicated that his liquor experience includes working at his family's store in Glenview since 2008. He was hands on in the business and has never had a liquor violation. He is BASSET Certified and took the training in a classroom.

Mr. Dababneh indicated that he plans to work on-site assisted by 1 part-time employee. Various Trustees expressed concern about Mr. Dababneh working full days and nights by himself. Trustees noted that it is difficult to handle deliveries, stocking items, take necessary breaks and ring up patrons with only one person. Mr. Dababneh said he understood and will take that into consideration and hopes when business picks up he will hire another person. Future employees will be BASSET trained.

Mr. Dababneh understands he can't operate as a convenience store. If he has questions as to what can be sold, he should ask Ms. Mikula.

Trustee Scaletta indicated he would like to see a report at a future meeting about what can be sold at convenience stores and the prohibition of selling liquor.

TRUSTEE FARWELL MOVED, SECONDED BY TRUSTEE GLASGOW TO RECOMMEND THAT THE VILLAGE BOARD OF TRUSTEES RECOMMEND TO THE LIQUOR COMMISSIONER THE ISSUANCE OF A CLASS "B & T" LIQUOR LICENSE TO R & F LIQUORS, INC., dba R & F LIQUORS LOCATED AT 921 W. RAND RD.

Upon a voice vote, the motion passed unanimously.

2. INTERVIEW OF D. COURT HARRIS FOR FIRE & POLICE COMMISSION – TERM ENDING 4-30-14.

Mayor Hayes introduced Mr. Harris and indicated it was his pleasure to recommend Mr. Harris as a member of the Fire & Police Commission. Mr. Harris is a former member of the military and a graduate of the United States Military Academy at West Point.

The Board reviewed Mr. Harris' resume and he discussed his interest in serving on the Fire & Police Commission. Mr. Harris described his military career which includes being a Captain in the US Army. He also described his work as an Aide-de-Camp to NATO Afghanistan. More recently he served as a support operations and logistics officer.

Trustees thanked Mr. Harris for his willingness to serve and indicated that he is well qualified. Being a former member of the military provides him with the discipline and knowledge required to fulfill the duties of this commission.

TRUSTEE GLASGOW MOVED, TRUSTEE TINAGLIA SECONDED A MOTION RECOMMENDING THE APPOINTMENT OF D. COURT HARRIS TO THE FIRE & POLICE COMMISSION WITH A TERM ENDING 4-30-14.

Upon a voice vote, the motion passed unanimously.

3. **OTHER BUSINESS**

None

4. **ADJOURNMENT**

Meeting adjourned at 7:52 PM.

Item: Village Board 7/15/2013

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	Type
Village Board Minutes of 7/15/2013	Minutes

July 15 2013
8:00 PM

MINUTES
President and Board of Trustees
Village of Arlington Heights

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

The Village Clerk called the roll with President Hayes and the following Trustees responding: Tinaglia, Rosenberg, Blackwood, Scaletta, Farwell, Glasgow and LaBedz.

Trustee Sidor was absent.

Also present were Village Manger Bill Dixon, Assistant to the Village Manager Diana Mikula, Finance Director Tom Kuehne, Assistant Village Attorney Robin Ward, Director of Planning and Economic Development Charles Perkins and Village Clerk Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board Minutes of 7/1/2013 — Approved

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

Absent: Sidor .

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register of 7/15/2013 — Approved

Trustee Joe Farwell moved to approve the Warrant Register dated 7/15/2013 in the

amount of $2,318,182.24. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

VI. RECOGNITIONS AND PRESENTATIONS

A. Promotion of Dave Strojny to Fire Lieutenant

Mr. David Strojny was promoted to Fire Lieutenant. He thanked his wife Lynn, and their four sons for their support during the testing process and throughout his career. Mr. Strojny also thanked the crew at Fire Station #1 for their support.

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

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

Storm Sewer

Doug Duszynksi of 1310 E. Frederick asked the Board to make sure the Village delivers on what they promised. He said in five years, there have been missed dates and missed promises. He said they are not getting results. He read from letter from Village that he received regarding a proposed storm sewer project. The Board was supposed to vote on the project at this meeting, but it has now been rescheduled to be voted upon at the August 5th Board meeting. He asked why he should believe this new letter from the Engineering Department as the previous letter stated the Board would be voting on the issue tonight.

Frontier Days

Barbara Moeller of 203 N. Douglas said that she has problem with Frontier Days. People park in front of her driveway. She said the Village does not prevent them from parking there. She cannot get into her driveway. The Police said they will not tow the cars. She said they run a license plate check first and try to find the vehicle's owner. She said she's stuck at home or in the street can't get into or out of her driveway. She said there were motorcycles parked in crosswalk. She asked for help from Frontier Days and the Police in understanding the people who live in the neighborhood.

Flooding

Robert Fitzgerald of 514 W. Tanglewood said that he has flooded five times and has had to redo his basement each time. On July 9th representatives from Public Works and Engineering visited his home. The retention pond behind his house floods and fills the backyards and then goes into the houses. He said the section of the Burr Oak subdivision floods all the time in a heavy rain. His driveway goes downhill into his house so the design brings water in. He asked for the Village to improve the retention pond, and to please help solve this problem.

Orchard Church

Denis Jones of 702 E. Marion thanked the Village Board and staff and said this is the 10th time neighbors have been to a Board Meeting since March. He summarized the history of the Orchard Church's plans for a parking lot. He said the neighbors have demonstrated that the Church does not have a parking problem. He said Orchard Church has more parking available to them relative to comparably sized churches. He said the streets are safe for parking. He said the destruction of the homes by the Church would create a number of problems and create flooding. He said the homes were purchased in the hopes of a Church expansion, and now the Church has a housing problem, not a parking problem. He asked for the Board to not allow the destruction of the neighborhood. He said the neighbors would not speak at any more meetings until the Church moves forward, but the neighborhood will be paying attention.

IX. OLD BUSINESS

A. Report of the Committee-of-the-Whole meeting of July 8, 2013 - Small Business Development Agreement between the Village and the Chamber of Commerce — Approved

Trustee Scaletta moved, seconded by Trustee Blackwood, that the Committee-of-the-Whole recommend to the Village Board approval of the proposed Small Business Development Agreement between the Village and the Chamber of Commerce, as amended.

The motion passed unanimously.

President Hayes thanked subcommittee for their work on this proposed agreement. He said this agreement will move the Village forward in its business initiatives. He thanked Tony Guido, Jon Ridler, Trustee Mike Sidor, Charles Perkins, Dianna Ehrenfried and the Village Board for their work on this agreement. President Hayes said that it will benefit the community for months and years to come.

Trustee Scaletta clarified that the agreement begins in August of 2013 and ends in April of 2016 which means it is not a full three years. He noted that the Board thoroughly discussed the topic and said he was glad to see it take the next step forward.

Mr. Jon Ridler Executive Director of the Chamber of Commerce said the Chamber supported the amended proposal.

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

Absent: Sidor .

B. Report of the Committee-of-the-Whole meeting July 8, 2013 Approved - Capital Plan/Proposed One-Time General Fund Transfers

Trustee Farwell moved, seconded by Trustee Scaletta, that the Committee-of-the-Whole recommend to the Village Board that the Board approve, as part of the long-term capital funding plan, the transfer of $3 million from the General Fund, with $1 million going to the Flood Control V Fund, $1 million going to the EAB Fund, and $1 million going to the Capital Projects Fund, retroactive to April 30, 2013.

The motion passed, with Trustees Farwell, Rosenberg, Scaletta, Tinaglia, and Mayor Hayes voting aye and Trustees Blackwood, LaBedz, and Sidor voting no.

Trustee Farwell said that the $3.5 million surplus came from one time revenue producing sources. After much discussion the Board decided to put money into the EAB Fund to combat the costs of the Emerald Ash Borer, the Flood V Fund to help with ongoing flooding concerns and the Capital Projects Fund which funds street improvements. The Board discussed putting some of these monies into the Affordable Housing Trust Fund, but decided there are other ways to financially support this fund. He noted this was the first good year after the great recession. The Capital Projects Fund has not been expanded recently.

Trustee LaBedz said she heard from a number of residents who were disappointed that the Board did not choose to use a small amount of this surplus money to begin the Affordable Housing Trust Fund.

Trustee Rosenberg said that the Board suggested that the million dollars going to the Capital Projects Fund could be used to fund additional road reconstruction and street resurfacing in 2013.

Trustee Blackwood said she also heard from citizens who were disappointed in the way the Board handled the Affordable Housing Trust Fund financing. She said this would have been a wonderful way to make a donation to the trust fund. She said that those people were heard and there was a lot of discussion.

Trustee Glasgow said he was swayed by the logic of Trustees Farwell and Scaletta in the appropriations of these funds. He said he would like to use the money for housing, and when the Village is in a more stable financial environment, he would feel more comfortable spending funds on the Trust Fund. He noted the hard work the Housing Commission had done. He said it was a step in right direction and wants to make sure the fund is created and funded prudently.

Trustee Joe Farwell moved to approve. Trustee John Scaletta Seconded the Motion.
The Motion: Passed
Ayes: Farwell , Glasgow , Hayes , Rosenberg , Scaletta , Tinaglia .
Nays: Blackwood , LaBedz .

Absent: Sidor .

C. Report of the Committee-of-the-Whole meeting of July 15, 2013 Approved

Trustee Joe Farwell moved to recommend to the Liquor Commissioner the issuance of a Class "B" & Class "T" Liquor License to R&F Liquors, Inc. dba R & F Liquors located at 921 W. Rand Road. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

Trustee Thomas Glasgow moved to concur with the Mayor's appointment of D. Court Harris with a term ending 4/30/2014. President Hayes administered the Oath of Office to Court Harris. President Hayes said that he is currently filling spots on the 19 Boards and Commissions within the Village. If any resident is interested in serving on a Board or Commission, contact him regarding serving the Village. Trustee Jim Tinaglia Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

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 Amending the Zoning Ordinance of the Village of Arlington Heights (Arlington Square Shopping Center) — Approved

Trustee John Scaletta moved to approve 13-036. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

CONSENT REPORT OF THE VILLAGE MANAGER

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Printing Specialties
3350 W. Salt Creek Ln.
PC13-012 — Approved

Mr. Dixon said that Printing Specialties has requested a Land Use Variation at 3350 West Salt Creek Lane and a Variation from Chapter 28 regarding the necessity of a traffic study. The Plan Commission reviewed the request on June 26 unanimously.

The petitioner was not present.

Trustee Farwell said that this request is very logical in that the company serves one of the largest industries in the Village. He noted it is rare that the petitioner is not present, and even rarer that the Board moves forward without them. Printing Specialties does printing for the race track and the racing industry. He said it is a slam dunk. They are a good employer and have more parking places than they need.

Trustee Bert Rosenberg moved to approve a Land Use Variation to allow Printing, Publishing in a B-3 District and a Variation from Chapter 28, Section 6.12(3), to waive the required traffic and parking study. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

B. Minuteman Press Approved
1324 W. Algonquin Rd.
PC13-008

Mr. Scott Clemetsen the business owner and **Mr. Nicholas Black** the property owner appeared for Minuteman Press at 1324 W. Algonquin Road. Mr. Black would like to permit Minuteman Press to operate in an Office Transitional District. He said it is not the type of business that generates sales tax. He said the business will complement the existing businesses in the center and the tenants surrounding the space. There will be no traffic generated as most of the work is delivered to clients outside of the subject center. Mr. Clemetsen said he has two employees. Usually there are about 3-5 pick-ups a day.

Trustee John Scaletta moved to approve a Land Use Variation to allow Printing, Retail in an O-T District and a Variation from Chapter 28, Section 6.12-1(2) to waive the required parking study. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

XIII. LEGAL

A. An Ordinance Amending Chapters 6 and 7 of the Municipal Code of the Village of Arlington Heights (Creation of an Affordable Housing Trust Fund) Approved

Former Trustee **Dwight Walton** of 1612 N. Douglas said the issue of funding affordable housing is not new. A commission was formed in early 1970's and out of that came the current Housing Commission. During that time, the ideal number of affordable housing units within the Village was identified and a plan developed to create them. Developers came in and worked with the Village. He said they never reached their goal. He said he was disappointed that the current plan calls for 10% from slot revenues and eventually drops to 1% of gaming revenues. He said this will not be enough to accomplish what is needed. He said many workers and seniors are forced to move elsewhere because they cannot afford to live in the community. Many new families cannot afford to move into the community where they grew up. He said that he hoped the discussion continues and asked the Board to keep investigating and find new means of supporting this initiative.

President Hayes said the Affordable Housing Trust Fund is a work in progress, He said there are some funding mechanisms in place. He noted his desire to continue to look for other sources of funding. He said he understood Mr. Walton's concerns and appreciated his comments.

Trustee John Scaletta moved to approve the Affordable Housing Trust Fund Ordinance 13-037. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

B. Resolution Approving an Agreement Between the Village of Arlington Heights and the Arlington Heights Chamber of Commerce (Small Business Development) Approved

President Hayes said this agreement is beneficial for the Village and it allows the opportunity to explore new ways to make our community better.

Trustee John Scaletta moved to approve Resolution R13-018 approving an Agreement with the Chamber of Commerce. Trustee Robin LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Blackwood , Farwell , Glasgow , Hayes , LaBedz , Rosenberg , Scaletta , Tinaglia .

Absent: Sidor .

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

XVI. REPORT OF THE VILLAGE MANAGER

XVII. ADJOURNMENT

Trustee Thomas Glasgow moved to adjourn the meeting at 8:55 p.m. Trustee Bert Rosenberg Seconded the Motion.
The Motion: Passed

Item: Warrant Register of 7/30/2013

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	**Type**
Warrant Register of 7/30/2013	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 7 - 30 - 2013

Fund	Fund Description	Total Transaction Amount
101	General Fund	$550,729.47
211	Motor Fuel Tax Fund	$314,429.81
215	CDBG Fund	$8,477.96
227	Foreign Fire Ins Tax Fund	$8,502.13
231	Criminal Investigation Fd	$1,669.71
235	Municipal Parkg Opr Fund	$7,983.43
251	TIF I South Fund	$8,653.00
261	TIF III Fund	$858.51
263	TIF IV	$200.00
264	TIF V	$858.25
301	Debt Service Fund	$856.00
401	Capital Projects Fund	$581,581.99
426	Flood Control V Fund	$272.16
435	EAB Fund	$13,821.88
505	Water and Sewer Fund	$1,151,755.05
511	Solid Waste Fund SWANCC	$116,258.43
515	Arts,Entert & Events Fund	$23,834.26
605	Health Insurance Fund	$11,777.25
611	General Liability Ins Fnd	$9,928.00
615	Workers Compensation Ins	$75.25
621	Fleet Operations Fund	$1,153,135.18
625	Technology Fund	$49,147.78
715	Guaranty Deposits Fund	$11,150.00
721	Escrow Deposits Fund	$628.42
TOTAL ALL FUNDS		$4,026,583.92

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**0**				
Division:	**0**				
179617	715-0000-220.93-00	ACE PYRO LLC	REFUND BOND	$1,000.00	$1,000.00
179622	101-0000-433.14-00	ADVENT NEUROLOGY	REFUND AMBULANCE CLAIM	$525.49	$525.49
179628	715-0000-220.93-00	ALL AMERICAN COMMERCIAL SER	REFUND BOND	$200.00	$200.00
179630	715-0000-220.93-00	ALLIANCE FOR AUDITED MEDIA	REFUND BOND	$200.00	$200.00
179639	715-0000-220.93-00	AMY WALTERS	REFUND BOND	$200.00	$200.00
179649	101-0000-489.85-00	ARMOR SYSTEMS	COLLECTION SERVICE FEES	$52.62	$52.62
179659	715-0000-220.93-00	BERT ROSENBERG	REFUND BOND	$200.00	$200.00
179662	715-0000-220.93-00	BILL COONEY	REFUND BOND	$200.00	$200.00
179664	101-0000-433.14-00	BLUE CROSS BLUE SHIELD	REFUND AMBULANCE CLAIM	$480.00	$480.00
179667	715-0000-220.93-00	BRUCE ROBIN	REFUND BOND	$200.00	$200.00
179672	101-0000-140.51-00	CANON SOLUTIONS AMERICA	MAINTENANCE AGREEMENT	$48.01	$48.01
179685	721-0000-221.11-09	CHRISTOPHER B BURKE LTD	SOMERSET CT MANAGEMENT	$628.42	$628.42
179717	715-0000-220.93-00	DANIEL HASE	REFUND BOND	$200.00	$200.00
179719	715-0000-220.93-00	DAVID SPIUAK	REFUND BOND	$200.00	$200.00
179720	715-0000-220.93-00	DENISE SIMONE	REFUND BOND	$200.00	$200.00
179724	715-0000-220.93-00	DONALD BARRETT	REFUND BOND	$200.00	$200.00
179725	715-0000-220.93-00	DONALD FLIGHT	REFUND BOND	$200.00	$200.00
179726	715-0000-220.93-00	DOUGLAS BERGER	REFUND BOND	$200.00	$200.00
179734	715-0000-220.93-00	ELITE SCAPES & DESIGN	REFUND BOND	$200.00	$200.00
179738	101-0000-421.05-00	JASON ENGLISH	REFUND VEHICLE STICKER	$30.00	$30.00
179744	101-0000-421.05-00	CYNTHIA ESSENBERG	REPLACE LOST CHECK 176414	$10.00	$10.00
179745	715-0000-220.93-00	EUROPEAN CONCRETE	REFUND BOND	$200.00	$200.00
179750	101-0000-421.99-00	FLADER PLUMBING & HEATING CO	REFUND BUSINESS LICENSE	$65.00	$65.00
179753	715-0000-220.93-00	FLORA L RUBOYIANES	REFUND BOND	$200.00	$200.00
179756	715-0000-220.93-00	FRANCINE LOCKE	REFUND BOND	$200.00	$200.00
179758	505-0000-452.42-00	LISA FROM	REFUND WATER	$20.35	$20.35
179769	715-0000-220.93-00	GREGORY LAPKOFF	REFUND BOND	$200.00	$200.00
179780	101-0000-421.05-00	DANETTE HAYES	REFUND VEHICLE STICKER	$25.00	$25.00
179801	715-0000-220.93-00	J & J PAVEMENT REPAIRS	REFUND BOND	$200.00	$200.00
179802	715-0000-220.93-00	J & J PAVEMENT REPAIRS	REFUND BOND	$200.00	$200.00
179804	715-0000-220.93-00	JILL WALTON	REFUND BOND	$200.00	$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179806	715-0000-220.93-00	JOHN LIAMBOTIS	REFUND BOND	$200.00	$200.00
179807	715-0000-220.93-00	JOHN WOODMAN	REFUND BOND	$200.00	$200.00
179811	715-0000-220.93-00	JUAN MONTOYA	REFUND BOND	$150.00	$150.00
179812	505-0000-120.80-00	JW REAL ESTATE INC	REFUND WATER	$65.87	$65.87
179816	101-0000-433.14-00	JANICE KARCHECK	REFUND AMBULANCE CLAIM	$80.00	$80.00
179818	505-0000-452.42-00	DENNIS KELLER	REFUND BFP TESTING FEE	$64.40	$64.40
179819	715-0000-220.93-00	KENT STOCKING	REFUND BOND	$200.00	$200.00
179820	715-0000-220.93-00	KEVIN PLETCH	REFUND BOND	$200.00	$200.00
179824	505-0000-452.42-00	G KOROLIS	REFUND WATER	$30.45	$30.45
179831	715-0000-220.93-00	LAWRENCE JULIANO	REFUND BOND	$200.00	$200.00
179835	715-0000-220.93-00	LEE STEINBERG	REFUND BOND	$200.00	$200.00
179842	715-0000-220.93-00	LINDA VICE	REFUND BOND	$200.00	$200.00
179848	715-0000-220.93-00	MACK LAND	REFUND BOND	$200.00	$200.00
179851	715-0000-220.93-00	MANNY VENTORA	REFUND BOND	$150.00	$150.00
179853	715-0000-220.93-00	MARILYN FEINER	REFUND BOND	$200.00	$200.00
179854	715-0000-220.93-00	MARK KLOSS	REFUND BOND	$200.00	$200.00
179858	715-0000-220.93-00	MEGAN VAETH	REFUND BOND	$200.00	$200.00
179859	715-0000-220.93-00	MELROSE PYROTECHNICS	REFUND BOND	$1,000.00	$1,000.00
179876	505-0000-120.80-00	NIEBUHR, GERTRUDE	REFUND WATER	$23.90	$23.90
179889	715-0000-220.93-00	ONOFRIA GAMBINO	REFUND BOND	$200.00	$200.00
179892	505-0000-120.80-00	ORTMAN, WILLIAM & JENNIFER	REFUND WATER	$31.69	$31.69
179895	101-0000-421.05-00	LAURA PALM	REFUND VEHICLE STICKER	$15.00	$15.00
179896	715-0000-220.93-00	PANEL PILAT	REFUND BOND	$200.00	$200.00
179902	715-0000-220.93-00	PETER & CRISTY TRACZ	REFUND BOND	$200.00	$200.00
179903	715-0000-220.93-00	PETER MCGOVERN	REFUND BOND	$200.00	$200.00
179906	715-0000-220.93-00	PHYLLIS GIOLLI	REFUND BOND	$200.00	$200.00
179926	101-0000-421.99-00	RED ROOF INN - CHICAGO OHARA	REFUND BUSINESS LICENSE	$32.75	$32.75
179934	715-0000-220.93-00	RICHARD BADER	REFUND BOND	$200.00	$200.00
179946	715-0000-220.93-00	SARNELLI CONSTRUCTION	REFUND BOND	$200.00	$200.00
179948	715-0000-220.93-00	SCARAVALLE CONSTRUCTION	REFUND BOND	$150.00	$150.00
179949	715-0000-220.93-00	SCARAVALLE CONSTRUCTION	REFUND BOND	$100.00	$100.00
179950	101-0000-421.05-00	JANE SCHIEBER	REFUND VEHICLE STICKER	$30.00	$30.00
179974	715-0000-220.93-00	STEVE KONTOS	REFUND BOND	$200.00	$200.00
179975	715-0000-220.93-00	STEVEN HOYT	REFUND BOND	$200.00	$200.00
179976	715-0000-220.93-00	STEVEN ZIELKE	REFUND BOND	$200.00	$200.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179977	101-0000-421.05-00	BONNIE STEVENS	REFUND VEHICLE STICKER	$7.00	$7.00
179978	505-0000-452.42-00	VAL/YANA STRIEV	REFUND WATER	$58.20	$58.20
179988	101-0000-120.80-00	THE SANCTUARY OF ARLINGTON HTS	OVERPAY FALSE ALARM	$50.00	$50.00
179989	101-0000-120.80-00	THE SANCTUARY OF ARLINGTON HTS	OVERPAY FALSE ALARM	$450.00	$450.00
179998	715-0000-220.93-00	TOWN & COUNTRY CHICAGO ASSOC	REFUND BOND	$200.00	$200.00
180005	715-0000-220.93-00	TURF INDUSTRIES INC	REFUND BOND	$200.00	$200.00
			Total Division:	$13,974.15	
			Total Department:	$13,974.15	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**1**	**Board of Trustees**			
Division:	**1**				
179648	101-0101-501.30-05	ARLINGTON SIGNS & BANNERS	OFFICE SUPPLIES	$85.00	$85.00
179674	101-0101-501.21-65	CAPTION FIRST INC	CAPTIONING FOR JUNE BOARD	$600.00	$600.00
179844	101-0101-501.21-65	LORELLE COMMUNICATIONS INC	BOARD MEETINGS JULY 2013	$4,500.00	$4,500.00
179880	101-0101-501.22-03	NORTHWEST MUNICIPAL CONFERENCE	BANQUET ON 6-19-13	$150.00	$225.00
			TRAINING	$75.00	
			Total Division:	**$5,410.00**	
			Total Department:	**$5,410.00**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**2**	**Village Manager**			
Division:	**1**				
179637	101-0201-502.21-65	AMERICANEAGLE INC	WEB DEVELOPMENT FEE	$49.95	$49.95
179712	515-0201-525.40-55	CREATIVE AUDIO	SOS STAGE	$1,650.00	$1,650.00
179885	101-0201-502.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$2.97	$356.97
			SHREDDER	$299.99	
			OFFICE SUPPLIES	$43.68	
			OFFICE SUPPLIES	$10.33	
179992	101-0201-502.30-01	THOMSON REUTERS-WEST	IL STATUTES BOOKS	$205.92	$205.92
180016	101-0201-502.21-65	VERIZON WIRELESS	INV 9707326901	$103.31	$103.31
180031	101-0201-502.22-15	XEROX CORPORATION	MAINTENANCE AGREEMENT	$85.00	$85.00
			Total Division:	**$2,451.15**	
			Total Department:	**$2,451.15**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**3**	**Human Resources**			
Division:	**1**				
179777	101-0301-503.20-05	HARRIS TRUST & SAVINGS BANK	ANAZON SERVICES - KINDLE	$39.56	$59.03
			AMAZON SERVICES KINDLE	$9.48	
			AMAZON SERVICES KINDLE	$9.99	
	615-0301-552.20-50		JIMMY JOHN'S #748	$40.77	$45.30
			JIMMY JOHN'S #748	$4.53	
	615-0301-552.21-65		NATL STDNT CLEARINGHOUSE	$9.95	$9.95
179878	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$108.00	$5,472.00
			SERVICE HEALTH TESTING	$532.00	
			SERVICE HEALTH TESTING	$2,924.00	
			SERVICE HEALTH TESTING	$1,908.00	
179904	615-0301-552.20-50	PETTY CASH	EMPLOYEE PROGRAM	$20.00	$20.00
179956	605-0301-552.20-05	SEYFARTH SHAW LLP	PROFESSIONAL SERVICES	$1,791.25	$1,791.25
	605-0301-552.20-50		PROFESSIONAL SERVICES	$4,514.00	$4,514.00
180018	101-0301-503.21-65	VERIZON WIRELESS	INV 9708488544	$101.09	$101.09
			Total Division:	**$12,012.62**	
			Total Department:	**$12,012.62**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**4**	**Legal Department**			
Division:	**1**				
179661	101-0401-503.22-15	BHFX LLC	PHOTOCOPIES	$7.50	$7.50
179690	101-0401-503.20-20	CLARK BAIRD SMITH LLP	LEGAL SERVICES	$78.75	$78.75
179706	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	$690.00	$690.00
179743	101-0401-503.20-15	ERNEST R BLOMQUIST PC	RETAINER	$4,170.00	$4,170.00
179785	101-0401-503.20-10	HOLLAND & KNIGHT LLP	RETAINER	$4,170.00	$4,170.00
	101-0401-503.20-20		SERVICE PROFESSIONAL	$6,843.69	$6,843.69
179886	101-0401-503.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	($79.46)	$142.46
			OFFICE SUPPLIES	$221.92	
179918	101-0401-503.30-05	PRO STAR	VAH JACKET	$50.37	$50.37
179938	101-0401-503.21-65	ROSE MARY JURINEK	COURT REPORTER	$908.00	$1,200.00
			COURT REPORTER	$292.00	
179992	101-0401-503.33-05	THOMSON REUTERS-WEST	INFORMATION CHARGES	$440.22	$646.14
			IL COMP STATE BAR 2012	$205.92	
			Total Division:	**$17,998.91**	
			Total Department:	**$17,998.91**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**5**	**Finance**			
Division:	**1**				
179641	101-0501-503.21-65	ANDRES MEDICAL BILLING LTD	SERVICE FINANCIAL	$6,951.04	$6,951.04
179747	101-0501-503.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$23.33	$23.33
179757	505-0501-503.40-87	ANITA FRANZ	SEWER REBATE PROGRAM	$4,425.00	$4,425.00
179761	611-0501-552.20-70	GALLAGHER ARTHUR J & CO	NOTARY BOND (NEW)	$30.00	$30.00
179762	611-0501-552.20-70	GALLAGHER ARTHUR J & CO	RENEWAL TREASURER'S BOND	$9,898.00	$9,898.00
179777	101-0501-503.22-02	HARRIS TRUST & SAVINGS BANK	AICPA *AICPA	$100.00	$325.00
			AICPA *AICPA	$225.00	
	101-0501-503.22-03		ILLINOIS GOVERNMENT FIN	$315.00	$400.00
			ILLINOIS GOVERNMENT FIN	$85.00	
	101-0501-503.30-05		TRANSACT TECHNOLOGIES	$167.46	$167.46
179838	505-0501-503.40-87	BRIAN LEOPOLD	SEWER REBATE PROGRAM	$4,350.00	$4,350.00
179885	101-0501-503.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$387.73	$629.87
			OFFICE SUPPLIES	$56.12	
			OFFICE SUPPLIES	$186.02	
179886	101-0501-503.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	$83.28	$150.93
			OFFICE SUPPLIES	($48.56)	
			OFFICE SUPPLIES	$116.21	
179894	101-0501-503.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	$85.05	$252.45
			ADVERTISING	$81.00	
			ADVERTISING	$86.40	
179904	101-0501-503.22-03	PETTY CASH	TRAINING	$7.91	$7.91
	101-0501-503.33-05		SUPPLIES	$43.26	$43.26
179912	505-0501-503.22-05	POSTMASTER ARLINGTON HEIGHTS	REIMB PERMIT 2594	$587.01	$2,560.50
			REIMB PERMIT 2594	$757.32	
			REIMB PERMIT 2594	$257.73	
			REIMB PERMIT 2594	$732.06	
			REIMB PERMIT 2594	$226.38	
179991	101-0501-503.30-01	THOMSON REUTERS	IL COMPILED STATUES	$205.92	$205.92
180031	101-0501-503.22-15	XEROX CORPORATION	COPY MACHINE SUPPLIES	$123.99	$123.99

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
			Total Division:	**$30,544.66**	
			Total Department:	**$30,544.66**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**6**	**Information Technology**			
Division:	**1**				
179637	625-0601-553.20-39	AMERICANEAGLE INC	WEB HOSTING FEES	$180.00	$180.00
179680	625-0601-553.33-05	CDW GOVERNMENT INC	MEMORY UPGRADE	$53.54	$53.54
179695	625-0601-553.21-65	COMCAST PROCESSING CENTER	ACCT 907065060	$4,521.52	$4,521.52
179740	401-0601-572.50-15	ENVIRONMENTAL SYSTEMS RESEARCH	SERVICE DATA PROC, SFTWR	$7,073.50	$7,073.50
179777	625-0601-553.33-05	HARRIS TRUST & SAVINGS BANK	SOLARWINDS	$790.00	$790.00
	625-0601-572.50-10		DMI* DELL K-12/GOVT	$1,426.43	$1,426.43
179797	625-0601-553.30-05	INSIGHT PUBLIC SECTOR	OFFICE SUPPLIES	$36.59	$36.59
179885	625-0601-553.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$51.89	$51.89
179963	625-0601-553.33-05	SOFTMART INC	SOFTWARE LICENSES	$829.60	$6,257.67
			COMPUTERS,DP & WORD PROC.	$5,428.07	
179981	625-0601-553.20-39	SUNGARD PUBLIC SECTOR	COMPUTERS,DP & WORD PROC.	$14,437.00	$14,437.00
801272	625-0601-553.21-65	AT & T	831-000-2604	$548.32	$548.32
			Total Division:	**$35,376.46**	
			Total Department:	**$35,376.46**	

Check Date: 2013 - 7 - 30

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**7**	**GIS**			
Division:	**1**				
179740	625-0701-553.21-02	ENVIRONMENTAL SYSTEMS RESEARCH	COMPUTERS,DP & WORD PROC.	$20,200.00	$20,200.00
179777	625-0701-553.33-05	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	$5.48	$76.35
			AMAZON MKTPLACE PMTS	$70.87	
180014	625-0701-553.21-65	VERIZON WIRELESS	INV 9708058655	$111.97	$111.97
180015	625-0701-553.21-65	VERIZON WIRELESS	INV 9708414750	$456.50	$456.50
			Total Division:	**$20,844.82**	
			Total Department:	**$20,844.82**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 10		**Boards & Commissions**			
Division: 1					
179644	101-1001-502.40-05	ARLINGTON HTS COM CONCERT BAND	MISC MUSIC EXPENSES	$3,883.24	$3,883.24
			Total Division:	**$3,883.24**	
Division: 8					
179973	101-1008-502.20-75	STEPHEN LASER & ASSOCIATES	INDIVIDUAL ASSESSMENT (1)	$1,100.00	$2,750.00
			INDIVIDUAL ASSESSMENT (2)	$1,650.00	
			Total Division:	**$2,750.00**	
Division: 17					
179899	101-1017-502.20-24	PEGGY MCMAHON	REIMBURSEMENT SUPPLIES	$337.53	$337.53
			Total Division:	**$337.53**	
Division: 18					
179704	515-1018-525.40-55	COMPLETELY NUTS LLC	MANE EVENT ENTERTAINMENT	$795.00	$795.00
179711	515-1018-525.40-55	CREATIVE AUDIO	MANE EVENT- AUDIO/LIGHTS	$4,800.00	$4,800.00
179759	515-1018-525.40-55	THE FUN ONE	MANE EVENT ENTERTAINMENT	$540.00	$540.00
			Total Division:	**$6,135.00**	
Division: 21					
179713	101-1021-502.40-40	CREEKSIDE PRINTING	SERVICE PRINTING	$984.97	$984.97
180020	101-1021-502.40-40	VISUAL EDGE CREATIVE SERVICES	SERVICE PRINTING PREP	$1,400.00	$1,400.00
			Total Division:	**$2,384.97**	
Division: 22					

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179647	515-1022-525.40-55	ARLINGTON RENTAL INC	RENTAL/LEASE EQUIPMENT	$397.80	$397.80
179714	101-1022-502.33-05	CROWN TROPHY	ART COMM EVENT	$15.75	$15.75
179748	101-1022-502.22-15	FEDEX OFFICE	ART COMM	$21.55	$21.55
			Total Division:	$435.10	
			Total Department:	$15,925.84	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**20**	**Special Events**			
Division:	**5**				
179716	515-2005-525.50-55	CUSTOM DESIGN	EQUIPMENT, NON OFFICE	$1,386.80	$1,386.80
179731	515-2005-525.50-55	DYNAMIC HEATING & PIPING CO	REPAIR SERVICE EQUIPMENT	$11,500.00	$11,500.00
179987	515-2005-525.50-55	TC FURLONG INC	SOUND SYSTEMS & ACCESSORY	$2,364.68	$2,445.66
			SHIPPING/DELIVERY SERVICE	$80.98	
			Total Division:	**$15,332.46**	
			Total Department:	**$15,332.46**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30		**Police Department**			
Division: 1					
1893	101-3001-511.21-65	IL SECRETARY OF STATE	LIC PLATE MATCH PROGRAM	$100.00	$100.00
179614	101-3001-511.30-05	A AND E RUBBER STAMP CORP	OFFICE SUPPLIES	$33.45	$33.45
179623	101-3001-511.21-65	AFTERMATH	BIO-HAZARD CLEANING	$105.00	$105.00
179642	101-3001-511.22-03	VALERIE ANDREWS	REPLACE LOST CK 176875	$15.00	$60.00
			TRAINING	$45.00	
179665	101-3001-511.22-03	BOGGS THOMAS	TUITION REIMBURSEMENT	$691.65	$691.65
179673	101-3001-511.30-35	CAPRIOTTI GERALD	CLOTHING REIMBURSEMENT	$135.31	$135.31
179678	101-3001-511.30-35	CASTILLO, EDSON	CLOTHING REIMBURSEMENT	$86.99	$86.99
179714	101-3001-511.33-05	CROWN TROPHY	PLAQUE	$50.00	$50.00
179741	101-3001-511.22-03	ANNE ERIKSSON	TRAINING	$15.00	$15.00
179749	101-3001-511.22-03	FELSER MARK	TRAINING	$30.00	$30.00
179752	101-3001-511.22-03	ANDREW FLENTGE	TRAINING	$15.00	$30.00
			TRAINING	$15.00	
179760	101-3001-511.22-03	PIOTR GACEK	TRAINING	$75.00	$90.00
			TRAINING	$15.00	
179766	101-3001-511.21-65	GOLF ROSE BOARDING & GROOMING	SERVICE MISCELLANEOUS	$534.00	$592.00
			SERVICE MISCELLANEOUS	$38.00	
			SERVICE MISCELLANEOUS	$5.00	
			SERVICE MISCELLANEOUS	$15.00	
179775	101-3001-511.33-30	HANSSEN, SHARON	BUILDING USAGE FEE	$75.00	$75.00
179777	101-3001-511.22-05	HARRIS TRUST & SAVINGS BANK	THE UPS STORE 4073	$39.63	$39.63
	101-3001-511.30-20		QUANTUM INSTRUMENTS	$99.00	$99.00
	101-3001-511.33-05		JEWEL #3461	$91.96	$161.96
			TLF AMLINGS FLOWERLAND	$70.00	
	101-3001-511.33-25		PANERA BREAD #669	$27.98	$95.92
			DD/BR #341408	$67.94	
179779	101-3001-511.30-35	HAYES NATHAN	CLOTHING REIMBURSEMENT	$73.21	$73.21
179790	101-3001-511.22-02	IL LAW ENFORCEMENT ALARM SYSTEM	DUES	$360.00	$360.00
179796	101-3001-511.22-10	INNERWORKINGS LLC	SERVICE PRINTING	$46.66	$46.66
179800	101-3001-511.21-02	INTOXIMETERS INC	EQUIPMENT REPAIRS	$970.80	$970.80
179810	101-3001-511.21-65	JP MORGAN CHASE	CASE 13-03853 & 12-13794	$798.57	$798.57

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179815	101-3001-511.22-03	KAPPELMAN RICHARD	TRAINING	$15.00	$15.00
179825	101-3001-511.21-02	KUSTOM SIGNALS INC	EQUIPMENT REPAIRS	$752.99	$752.99
179829	101-3001-511.21-65	LAUTERBURG & OEHLER FUNERAL HOME	MORGUE TRANSPORT	$2,000.00	$2,000.00
179830	101-3001-511.22-03	DAVID LAVIN	TRAINING	$45.00	$45.00
179850	101-3001-511.22-02	MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES 2013-2014	$3,000.00	$3,000.00
179856	101-3001-511.21-65	MC DONALDS CORPORATION	SERVICE MISCELLANEOUS	$107.67	$107.67
179881	101-3001-511.22-02	NORTHWEST POLICE ACADEMY	DUES	$50.00	$50.00
179885	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$58.75	$1,609.11
			OFFICE SUPPLIES	$1,352.89	
			OFFICE SUPPLIES	$149.99	
			OFFICE SUPPLIES	($27.22)	
			OFFICE SUPPLIES	($42.46)	
			OFFICE SUPPLIES	($9.88)	
			OFFICE SUPPLIES	($83.34)	
			OFFICE SUPPLIES	$184.87	
			OFFICE SUPPLIES	$4.92	
			OFFICE SUPPLIES	$20.59	
179886	101-3001-511.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	($7.14)	$-7.14
179905	101-3001-511.21-65	PETTY CASH/POLICE	OTHER SERVICES	$9.00	$9.00
	101-3001-511.22-03		TRAINING	$16.42	$89.31
			TRAINING	$46.93	
			TRAINING	$13.99	
			TRAINING	$11.97	
	101-3001-511.33-25		SUPPLIES	$11.16	$11.16
179909	101-3001-511.22-03	JOSEPH PINNELLO	TRAINING	$15.00	$15.00
179910	101-3001-511.22-03	ADAM PLAWER	TRAINING	$15.00	$15.00
179929	101-3001-511.30-35	REICHEL JEFFREY	CLOTHING REIMBURSEMENT	$78.77	$78.77
179939	101-3001-511.22-02	ROTARY CLUB OF ARLINGTON HTS	DUES	$275.00	$275.00
179940	101-3001-511.22-02	ROTARY CLUB OF MT PROSPECT	DUES	$200.00	$200.00
179942	101-3001-511.22-02	SAM'S CLUB	DUES	$45.00	$45.00
	101-3001-511.33-25		SUPPLIES	$54.90	$54.90
179947	101-3001-511.30-35	TIMOTHY SCANLAN	CLOTHING REIMBURSEMENT	$165.00	$165.00
179983	101-3001-511.22-03	SWANSON MICHAEL	TRAINING	$45.00	$60.00
			TRAINING	$15.00	
179991	101-3001-511.21-65	THOMSON REUTERS	SERVICE PROFESSIONAL	$288.70	$288.70

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179991	101-3001-511.30-01	THOMSON REUTERS	PUBLICATION	$205.92	$205.92
180003	101-3001-511.22-03	MICHAEL TURANO	TRAINING	$30.00	$30.00
	101-3001-511.30-35		CLOTHING REIMBURSEMENT	$47.30	$47.30
180008	101-3001-511.33-25	ULINE INC	SUPPLIES	$182.16	$182.16
180023	101-3001-511.30-35	WARD SALLY	CLOTHING REIMBURSEMENT	$152.95	$152.95
180029	101-3001-511.33-25	WILLIAMS SHOOTERS SUPPLY INC	POLICE EQUIPMENT & SUPPLY	$364.00	$681.80
			POLICE EQUIPMENT & SUPPLY	$317.80	

Total Division: $14,919.75

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179703	231-3003-511.40-11	COMMUNICATION REVOLVING FUND	SERVICE MISCELLANEOUS	$186.08	$186.08
179707	231-3003-511.40-11	CORPORATE IDENTITY INC	POLICE EQUIPMENT & SUPPLY	$1,057.78	$1,108.63
			SHIPPING/DELIVERY SERVICE	$50.85	
179872	231-3003-511.40-11	NE MULTI REGIONAL TRAINING INC	TRAINING	$250.00	$375.00
			TRAINING	$125.00	

Total Division: $1,669.71

Total Department: $16,589.46

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**35**	**Fire**			
Division:	**1**				
179618	101-3501-512.21-65	ACS GOVERNMENT SYSTEMS INC	SOFTWARE SUPPORT	$1,915.00	$1,915.00
179621	101-3501-512.31-55	ADDISON BUILDING MATERIAL CO	HARDWARE SUPPLIES	$5.58	$5.58
179624	101-3501-512.30-35	AIR ONE EQUIPMENT	SAFETY & FIRST AID EQUIP.	$1,952.00	$3,904.00
			SAFETY & FIRST AID EQUIP.	$1,952.00	
179668	101-3501-512.22-02	NICHOLAS BUCHANAN	PARAMEDIC LICENSE FEE	$60.00	$60.00
179682	101-3501-512.21-07	CHICAGO COMMUNICATIONS LLC	REPAIR SERVICE EQUIPMENT	$220.00	$435.00
			REPAIR SERVICE VEHICLE	$215.00	
179686	101-3501-512.21-02	CHUCKS COMPRESSOR INC	COMPRESSOR REPAIR	$900.00	$900.00
179737	101-3501-512.21-02	EMSAR CHICAGO	STRETCHER REPAIR	$468.20	$468.20
179767	101-3501-512.31-65	GRAINGER W W INC	TAPE, ADHESIVE	$231.00	$295.29
			HARDWARE SUPPLIES	$64.29	
	101-3501-512.33-05		GATORADE MIX	$149.04	$149.04
179789	101-3501-512.32-80	IL FIRE INSPECTORS ASSOC	BOOKS	$1,053.89	$1,053.89
179799	101-3501-512.22-02	INTL SOCIETY OF FIRE SERVICE INSTR	ANNUAL DUES-DC KOEPPEN	$125.00	$125.00
179813	101-3501-512.33-05	KAESER AND BLAIR INC	SUPPLIES	$868.35	$868.35
179834	101-3501-512.21-07	LEE AUTO PARTS	VEH MAINTENANCE SUPPLY	$23.36	$23.36
179843	101-3501-512.22-03	BRADLEY LINDGREN	TRAINING	$61.75	$61.75
179846	101-3501-512.31-55	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$44.58	$44.58
179860	101-3501-512.21-65	METRO-WESTERN COOK CREDIT	CREDIT CHECK	$108.00	$108.00
179865	101-3501-512.33-50	MOORE MEDICAL LLC	MEDICAL SUPPLIES	$203.63	$203.63
179884	101-3501-512.31-65	OEC BUSINESS INTERIORS	FURNITURE, OFFICE	$1,463.28	$1,463.28
179885	101-3501-512.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$72.73	$170.55
			OFFICE SUPPLIES	$88.36	
			OFFICE SUPPLIES	$9.46	
	101-3501-512.31-65		WALL CLOCKS	$90.16	$90.16
179888	101-3501-512.30-35	ON TIME INC	T-SHIRTS	$390.00	$790.00
			LT.-CMDR. BADGES	$400.00	
179893	101-3501-512.31-85	OSI BATTERIES INC	BATTERIES	$170.49	$170.49
179907	101-3501-512.21-02	PHYSIO CONTROL INC	ANNUAL MAINT AGREEMENT	$9,534.74	$9,534.74
179919	101-3501-512.33-50	PROGRESSIVE MEDICAL INTERNATIONAL	MEDICAL SUPPLIES	$738.85	$738.85
179932	101-3501-512.32-80	RESCUE DIRECT	ROPE OPS BOOKS	$979.20	$979.20

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179957	101-3501-512.31-60	SHERWIN HARDWARE	SUPPLIES	$26.99	$26.99
179979	101-3501-512.21-07	SUBURBAN ACCENTS INC	VEHICLE LETTERING	$171.00	$171.00
179984	101-3501-512.33-05	SYLVIA'S FLOWERS INC	FLORAL ARRANGEMENT	$65.99	$65.99
179997	101-3501-512.31-60	TOTAL FIRE & SFETY INC	FIRE EXTINGUISHER SERVICE	$134.80	$134.80
180002	101-3501-512.21-07	TRUE VALUE	VEHICLE MAINTENANCE	$25.97	$25.97
	101-3501-512.30-35		GLOVES	$13.99	$13.99
	101-3501-512.31-55		PAINT	$13.98	$13.98
	101-3501-512.31-85		TOOLS	$24.94	$24.94
180013	101-3501-512.31-65	VATOR ACCESSORIES INC	ELEVATOR KEYS	$526.16	$526.16
180035	101-3501-512.31-45	ZEP MANUFACTURING CO	SUPPLIES	$156.36	$156.36

Total Division:	$25,718.12
Total Department:	$25,718.12

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	37	Foreign Fire Insurance			
Division:	1				
179625	227-3701-512.22-03	MARK ALECKSON	TUITION REIMB	$428.50	$428.50
179822	227-3701-512.22-03	KOEPPEN KENNETH	TEXTBOOK REIMB	$218.63	$218.63
179908	227-3701-512.50-15	PIERCE MANUFACTURING INC	VEHICLE MAJOR TRANSPORT	$7,855.00	$7,855.00
			Total Division:	$8,502.13	
			Total Department:	$8,502.13	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 40		**Planning**			
Division: 1					
179692	101-4001-521.40-41	CLEAR CHANNEL OUTDOOR	ADVERTISING	$858.24	$858.24
	261-4001-571.40-41		ADVERTISING	$858.51	$858.51
	264-4001-571.40-41		ADVERTISING	$858.25	$858.25
179777	101-4001-521.22-02	HARRIS TRUST & SAVINGS BANK	IL PROF LICENSE & FEE	$61.50	$61.50
	101-4001-521.30-01		CHANGING CENTERS INC	$294.00	$294.00
	101-4001-521.40-40		GES*EXHIBITIONS&EVENTS	$394.00	$2,924.02
			GES*EXHIBITIONS&EVENTS	$175.00	
			GES*EXHIBITIONS&EVENTS	$1,123.32	
			GES*EXHIBITIONS&EVENTS	$79.20	
			GES*EXHIBITIONS&EVENTS	$717.75	
			GES*EXHIBITIONS&EVENTS	$319.75	
			ICSC	$90.00	
			EB *ANNUAL MEETING 2013	$25.00	
179785	251-4001-571.20-05	HOLLAND & KNIGHT LLP	SERVICE PROFESSIONAL	$8,653.00	$8,653.00
	263-4001-571.20-05		PROFESSIONAL SERVICES	$200.00	$200.00
179836	101-4001-521.21-65	LEGRAND SERVICES	TRANSCRIPTS	$312.95	$1,322.90
			TRANSCRIPTS PLAN COMM	$352.45	
			TRANSCRIPTS FOR PLAN COMM	$320.85	
			TRANSCRIPT FOR PLAN COMM	$336.65	
179885	101-4001-521.30-05	OFFICE DEPOT	SUPPLIES	$149.29	$274.21
			SUPPLIES	$124.92	
179894	101-4001-521.22-01	PADDOCK PUBLICATIONS INC	ADVERTISING	$74.25	$240.30
			ADVERTISING	$99.90	
			ADVERTISING	$66.15	
179904	101-4001-521.40-40	PETTY CASH	ECON ALLIANCE MEETING	$19.51	$19.51
179912	101-4001-521.22-05	POSTMASTER ARLINGTON HEIGHTS	POSTAGE	$441.65	$441.65
180020	101-4001-521.40-41	VISUAL EDGE CREATIVE SERVICES	SERVICE MISCELLANEOUS	$700.00	$1,500.00
			SERVICE MISCELLANEOUS	$800.00	
180027	101-4001-521.33-05	WESTERN REMAC INC	SIGNS, SIGN MATERIAL	$1,320.20	$1,320.20

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
			Total Division:	$19,826.29	
			Total Department:	$19,826.29	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**41**	**Community Devl Block Grnt**			
Division:	**1**				
179722	215-4101-522.41-01	DICKSON CONTRACTORS INC	CDBG PROGRAM	$6,990.00	$6,990.00
179742	215-4101-522.41-01	ROSEMARY ERLER	SF-R 13-02	$1,142.96	$1,142.96
179833	215-4101-522.41-01	LEAD INSPECTORS INC	SF-REHAB	$295.00	$295.00
179925	215-4101-522.41-01	REAL ESTATE INDEX TITLE SERV	SERVICE PROFESSIONAL	$50.00	$50.00
			Total Division:	**$8,477.96**	
			Total Department:	**$8,477.96**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45		**Building & Health Service**			
Division: 1					
179614	101-4501-523.30-05	A AND E RUBBER STAMP CORP	COUNTER STAMPS (2)	$250.50	$250.50
179770	101-4501-523.20-35	GRIVAS KRAUSE ASSOCIATES LTD	SERVICE PROFESSIONAL	$3,520.00	$3,795.00
			PLAN REVIEW	$275.00	
179777	101-4501-523.22-03	HARRIS TRUST & SAVINGS BANK	EB *ILLINOIS DIAGNOSTI	$106.49	$0.00
			EB *ILLINOIS DIAGNOSTI	($106.49)	
	101-4501-523.30-05		CABLE TIES UNLIMITED	$70.89	$70.89
179823	101-4501-523.22-15	KONICA MINOLTA BUSINESS USA	MAINTENANCE AGREEMENT	$201.50	$201.50
179871	101-4501-523.22-02	NATL FIRE PROTECTION ASSOC	MEMBER RENEWAL B. ALLEN	$165.00	$165.00
179874	101-4501-523.21-65	NEXTEL COMMUNICATIONS	INV 874139132-097	$448.69	$448.69
179885	101-4501-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$338.12	$844.59
			OFFICE SUPPLIES	$506.47	
179886	101-4501-523.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	($0.36)	$-0.36
179904	101-4501-523.22-03	PETTY CASH	TRAINING	$48.45	$110.45
			TRAINING	$20.00	
			TRAINING	$42.00	
	101-4501-523.30-05		OFFICE SUPPLIES	$10.87	$10.87
	101-4501-523.33-05		SUPPLIES	$13.04	$13.04
179990	101-4501-523.21-65	THOMPSON ELEVATOR INSPECTION	SERVICE BLDG MAINT	$224.00	$224.00
			Total Division:	**$6,134.17**	
Division: 2					
179627	101-4502-523.20-25	ALEXIAN BROTHERS HOSPITAL NETWORK	COUNSELING	$440.00	$440.00
179728	101-4502-523.20-25	DR ROBERT FABSIK	COUNSELING	$118.75	$225.00
			COUNSELING	$106.25	
179736	101-4502-523.22-02	EMERGENCY NURSES ASSOC	MEMBERSHIP-M.STERRENBERG	$100.00	$100.00
179774	101-4502-523.21-65	HAND TO EYE COMMUNICATIONS INC	INTERPRETING SERVICES	$100.00	$100.00
179777	101-4502-523.21-65	HARRIS TRUST & SAVINGS BANK	J2 *MYFAX SERVICES	$10.00	$10.00
	101-4502-523.22-03		ILLINOIS PUBLIC HEALTH	$110.00	$110.00
	101-4502-523.33-05		5.11 TACTICAL	$27.99	$54.85

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179777	101-4502-523.33-05	HARRIS TRUST & SAVINGS BANK	BATTERIESPLUS.COM	$26.86	$54.85
	101-4502-523.40-53		COMED	$398.26	$1,597.12
			1048 - MOTEL 6	$53.27	
			RED ROOF INN	$128.74	
			COMED	$349.48	
			BILLMATRIX CORPORATION	$2.50	
			RED ROOF INN	$53.94	
			ALPHA LIQUIDATION INC	$229.98	
			ALPHA LIQUIDATION INC	$279.98	
			ALPHA LIQUIDATION INC	($29.99)	
			RED ROOF INN	$130.06	
			RED ROOF INN	$0.90	
179809	101-4502-523.20-25	JOURNEYS COUNSELING CENTER LLC	COUNSELING	$170.00	$510.00
			COUNSELING	$170.00	
			COUNSELING	$170.00	
179837	101-4502-523.20-25	SHERRY LEMKE	COUNSELING	$65.00	$65.00
179885	101-4502-523.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$138.44	$178.42
			OFFICE SUPPLIES	$2.70	
			OFFICE SUPPLIES	$37.28	
179886	101-4502-523.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	($5.66)	$-5.66
179887	101-4502-523.20-25	OMNI YOUTH SERVICES INC	COUNSELING	$150.00	$150.00
179904	101-4502-523.33-05	PETTY CASH	SUPPLIES	$5.29	$5.29
	101-4502-523.33-10		SUPPLIES	$20.69	$20.69
179945	101-4502-523.33-10	SANOFI PASTEUR INC	IMMUNIZATION SUPPLIES	$135.61	$135.61
180001	101-4502-523.21-10	TROY GRANDT	PROPERTY MAINTENANCE	$645.00	$4,345.00
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$150.00	
			PROPERTY MAINTENANCE	$150.00	
			PROPERTY MAINTENANCE	$150.00	
			PROPERTY MAINTENANCE	$70.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
180001	101-4502-523.21-10	TROY GRANDT	PROPERTY MAINTENANCE	$45.00	$4,345.00
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$645.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$75.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$210.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$45.00	
			PROPERTY MAINTENANCE	$60.00	
			PROPERTY MAINTENANCE	$645.00	
			PROPERTY MAINTENANCE	$150.00	
			PROPERTY MAINTENANCE	$150.00	
			Total Division:	**$8,041.32**	

Division: 3

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179632	101-4503-523.22-40	AMERICAN CHARGE SERVICE	SUBSIDIZED TAXI RIDES	$15.00	$15.00
179679	101-4503-523.31-65	CATHOLIC CHARITIES CATERING	VOLUNTEER/PROGRAM COFFEE	$52.25	$52.25
179776	101-4503-523.21-65	HARPER COLLEGE WILLIAM RAINEY	SPANISH COURSE	$200.00	$200.00
179777	101-4503-523.22-02	HARRIS TRUST & SAVINGS BANK	AM SOCIETY AGING	$230.00	$230.00
	101-4503-523.30-05		AMAZON.COM	$42.50	$42.50

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179777	101-4503-523.31-65	HARRIS TRUST & SAVINGS BANK	AMAZON MKTPLACE PMTS	$94.99	$382.15
			GFS MKTPLC #1913	$161.87	
			GFS MKTPLC #0204	$59.50	
			GFS MKTPLC #1913	$38.94	
			AMAZON MKTPLACE PMTS	$26.85	
179783	101-4503-523.21-02	HOFFMANN PIANO SERVICE	PIANO TUNING	$100.00	$100.00
179886	101-4503-523.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	($12.28)	$88.29
			OFFICE SUPPLIES	$34.45	
			OFFICE SUPPLIES	$66.12	
179993	101-4503-523.22-40	THREE O THREE CAB ASSOC INC	SUBSIDIZED TAXI RIDES	$114.00	$114.00
			Total Division:	**$1,224.19**	
			Total Department:	**$15,399.68**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 50		**Engineering**			
Division: 1					
179635	101-5001-524.22-02	AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBERSHIP DUES	$785.00	$785.00
179650	401-5001-571.50-30	ARROW ROAD CONSTRUCTION CO	SERVICE CONSULTING	$448,117.86	$448,117.86
179661	426-5001-571.50-25	BHFX LLC	SERVICE MISCELLANEOUS	$272.16	$272.16
179670	401-5001-571.50-30	DEBBIE BUCHHOLZ	DRIVEWAY APRON REIMB	$361.26	$361.26
179689	401-5001-571.50-30	CIVILTECH ENGINEERING INC	SERVICE CONSULTING	$54,682.47	$54,682.47
179708	101-5001-524.30-35	CORPORATE IMAGING CONCEPTS INC	CLOTHING	$103.53	$327.46
			FIELD CLOTHING/CAPS	$223.93	
179747	101-5001-524.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$58.97	$58.97
179773	401-5001-571.50-30	HAMPTON LENZINI & RENWICK INC	SERVICE CONSULTING	$3,252.90	$3,252.90
179777	101-5001-524.22-03	HARRIS TRUST & SAVINGS BANK	123SIGNUP ASCE SEMINAR	$40.00	$2,238.30
			AMERICAN PUBLIC WORKS	$695.00	
			AMERICAN PUBLIC WORKS	$285.00	
			AMERICAN PUBLIC WORKS	$450.00	
			AMERICAN PUBLIC WORKS	$450.00	
			UNITED	$318.30	
	101-5001-524.31-85		WAL-MART #2815	$40.78	$95.74
			LOWES #02529*	$54.96	
	101-5001-524.33-05		SHERWIN ACE HARDWARE	$46.89	$19.92
			SHERWIN ACE HARDWARE	($26.97)	
179808	211-5001-571.50-40	JOHNSON PAVING CO	SERVICE CONSTRUCTION	$287,104.91	$287,104.91
179826	101-5001-524.22-10	KWIK KOPY PRINTING	QUADRILLE SHEETS	$88.50	$88.50
179886	101-5001-524.30-05	OFFICE MAX CONTRACT INC	OFFICE SUPPLIES	$170.35	$170.35
179904	101-5001-524.33-05	PETTY CASH	SUPPLIES	$17.32	$17.32
179980	101-5001-524.20-05	SUBURBAN LABORATORIES INC	PROFESSIONAL SERVICES	$46.00	$46.00
180017	101-5001-524.21-65	VERIZON WIRELESS	INV 9708417440	$303.59	$303.59
			Total Division:	**$797,942.71**	
			Total Department:	**$797,942.71**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**71**	**Public Works**			
Division:	**1**				
179619	101-7101-531.31-55	ACTIVE ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP & SUPPLY	$352.32	$352.32
	101-7101-531.31-70		TRAFFIC SIGNAL SUPPLIES	$548.39	$548.39
	101-7101-531.31-75		STREET LIGHT SUPPLIES	$642.29	$642.29
179620	101-7101-531.30-35	ADAMS GLENN	REIMBURSEMENT CLOTHING	$49.99	$49.99
	101-7101-531.33-05		EVENT SUPPLY REIMB	$358.63	$358.63
179629	435-7101-531.40-86	ALLIANCE FOR AUDITED MEDIA	EAB REIMBURSEMENT	$125.00	$125.00
179633	235-7101-571.50-25	AMERICAN CONCRETE RESTORATION	REMOVE/REPLACE CAULK	$500.00	$1,000.94
			REMOVE METAL TREADS/GRIND	$500.94	
179634	101-7101-531.21-11	AMERICAN DOOR & DOCK	GATE REPAIR	$1,523.90	$6,694.99
			SERVICE BLDG MAINT	$5,171.09	
179635	101-7101-531.22-02	AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBERSHIP DUES	$628.00	$812.00
			MEMBERSHIP DUES #629783	$184.00	
179638	101-7101-531.21-36	AMERIGAS-PALATINE	CYLINDER RENTAL	$16.20	$16.20
179640	435-7101-531.40-86	DAVID ANDERSON	EAB REIMBURSEMENT	$50.00	$50.00
179643	101-7101-531.22-03	APWA SUBURBAN BRANCH	TRAINING REGISTRATION	$70.00	$70.00
179646	101-7101-531.30-35	ARLINGTON POWER EQUIPMENT	CLOTHING & APPAREL	$759.68	$1,067.61
			CLOTHING & APPAREL	$307.93	
179647	515-7101-525.33-05	ARLINGTON RENTAL INC	RENTAL/LEASE EQUIPMENT	$77.00	$319.00
			RENTAL/LEASE EQUIPMENT	$151.25	
			RENTAL/LEASE EQUIPMENT	$90.75	
179650	101-7101-531.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$14,529.10	$158,595.38
			STREET/SIDEWALK SUPPLIES	$15,558.58	
			STREET/SIDEWALK SUPPLIES	$10,943.40	
			STREET/SIDEWALK SUPPLIES	$9,473.38	
			STREET/SIDEWALK SUPPLIES	$15,501.54	
			STREET/SIDEWALK SUPPLIES	$11,935.00	
			STREET/SIDEWALK SUPPLIES	$10,983.50	
			STREET/SIDEWALK SUPPLIES	$7,951.00	
			STREET/SIDEWALK SUPPLIES	$14,386.00	
			STREET/SIDEWALK SUPPLIES	$637.50	
			STREET/SIDEWALK SUPPLIES	$311.00	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179650	101-7101-531.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$4,848.64	$158,595.38
			STREET/SIDEWALK SUPPLIES	$795.00	
			STREET/SIDEWALK SUPPLIES	$402.50	
			STREET/SIDEWALK SUPPLIES	$13,742.04	
			STREET/SIDEWALK SUPPLIES	$14,745.30	
			STREET/SIDEWALK SUPPLIES	$11,851.90	
179651	101-7101-531.22-70	AT & T LONG DISTANCE	857099062	$437.82	$437.82
179656	101-7101-531.31-65	BATTERIES PLUS #296	BATTERIES	$531.00	$708.00
			BATTERIES	$177.00	
179657	435-7101-531.40-86	RENEE BENNETT-SMITH	EAB REIMBURSEMENT	$50.00	$50.00
179660	101-7101-531.21-11	BEST QUALITY CLEANING	SERVICE BLDG MAINT	$317.78	$317.78
179661	101-7101-531.22-10	BHFX LLC	SERVICE PRINTING	$48.50	$48.50
179663	435-7101-531.40-86	ANNA BLOSS	EAB REIMBURSEMENT	$50.00	$50.00
179669	435-7101-531.40-86	KAREN BUCHEK	EAB REIMBURSEMENT	$50.00	$50.00
179671	101-7101-531.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$1,288.00	$22,059.75
			RENTAL/LEASE EQUIPMENT	$20,771.75	
179676	101-7101-531.21-36	CASEY EQUIPMENT CO	RENTAL/LEASE EQUIPMENT	$4,836.00	$4,836.00
179681	101-7101-531.31-85	CENTURY TILE CO	DRILL BITS	$8.78	$8.78
179687	101-7101-531.30-35	CINTAS CORP	CLOTHING	$39.92	$199.60
			UNIFORMS	$39.92	
			UNIFORMS	$39.92	
			UNIFORMS	$39.92	
			UNIFORMS	$39.92	
179691	435-7101-531.40-86	THOMAS CLARK	EAB REIMBURSEMENT	$50.00	$50.00
179693	101-7101-531.31-40	CLESEN ARTHUR INC	MULCH	$288.00	$9,858.00
			AGRICULTURAL SUPPLIES	$5,220.00	
			AGRICULTURAL SUPPLIES	$4,350.00	
	435-7101-571.50-55		SUN/SHADE SEED MIX	$907.00	$907.00
179694	101-7101-531.22-70	COMCAST CABLE	INTERNET SCADA	$164.90	$169.14
			INTERNET - SCADA	$2.12	
			INTERNET SCADA	$2.12	
179696	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	0413074076	$387.00	$387.00
179697	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	4103039009	$115.32	$115.32
179699	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	1851137062	$59.03	$59.03
179705	211-7101-571.50-40	COOK COUNTY HIGHWAY DEPT	SERVICE CONSTRUCTION	$4,961.90	$4,961.90

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179709	101-7101-531.21-62	COUNTRYSIDE LANDFILL	DEBRIS DISPOSAL	$174.71	$10,775.05
			SERVICE DISPOSAL	$2,512.06	
			SERVICE DISPOSAL	$8,088.28	
179710	101-7101-531.21-11	COYNE TEXTILE SERVICES	SERVICE BLDG MAINT	$15.32	$15.32
179721	101-7101-531.22-70	DEX ONE	WHITE PAGES ADVERTISING	$83.67	$83.67
179723	101-7101-531.21-11	DO IT BRYGHT DECORATING	SERVICE BLDG MAINT	$2,200.00	$2,200.00
179730	435-7101-531.40-86	JAMES DURHAM	EAB REIMBURSEMENT	$200.00	$200.00
179731	101-7101-531.21-02	DYNAMIC HEATING & PIPING CO	HVAC REPAIR	$937.00	$2,895.76
			HVAC REPAIR	$257.00	
			HVAC REPAIR	$516.00	
			SERVICE A/C	$695.76	
			RESET A/C FUSE BOX	$490.00	
179733	101-7101-531.21-11	ECO CLEAN MAINTENANCE INC	SERVICE BLDG MAINT	$7,710.00	$10,396.24
			SERVICE BLDG MAINT	$2,686.24	
179735	101-7101-531.30-35	ASHLEY ELLWANGER	CLOTHING REIMBURSEMENT	$100.00	$100.00
179746	435-7101-531.40-86	GLENN EYLES	EAB REIMBURSEMENT	$50.00	$50.00
179747	101-7101-531.22-05	FEDERAL EXPRESS	SHIPPING/DELIVERY SERVICE	$37.94	$37.94
179751	101-7101-531.21-15	FLECKS LANDSCAPING	SOD - 60YDS	$340.00	$5,616.00
			LANDSCAPING MAINTENANCE	$1,320.00	
			LANDSCAPE MAINTENANCE	$352.00	
			PARKWAY RESTORATION	$80.00	
			PARKWAY RESTORATION	$175.00	
			PARKWAY RESTORATION	$242.00	
			PARKWAY RESTORATION	$176.00	
			PARKWAY RESTORATION	$88.00	
			PARKWAY RESTORATION	$65.00	
			PARKWAY RESTORATION	$176.00	
			LANDSCAPE MAINTENANCE	$1,232.00	
			PARKWAY RESTORATION	$180.00	
			PARKWAY RESTORATION	$1,040.00	
			PARKWAY RESTORATION	$150.00	
	101-7101-531.21-55		TREE PLANTING	$1,680.00	$1,680.00
	435-7101-571.50-55		SERVICE MISCELLANEOUS	$5,185.00	$5,185.00
179754	101-7101-531.21-02	FOUNTAIN TECHNOLOGIES LTD	FOUNTAIN SERVICE	$778.00	$778.00
179755	101-7101-531.21-65	FOX VALLEY FIRE & SAFETY COMPANY	FIRE ALARM INSPECTION	$225.00	$1,439.00

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179755	101-7101-531.21-65	FOX VALLEY FIRE & SAFETY COMPANY	FIRE ALARM INSPECTION	$240.00	$1,439.00
			FIRE ALARM INSPECTION	$250.00	
			FIRE ALARM INSPECTION	$450.00	
			FIRE ALARM INSPECTION	$274.00	
179763	435-7101-531.40-86	MIKE GERVAIS	EAB REIMBURSEMENT	$18.00	$18.00
179768	101-7101-531.22-75	GRAYBAR ELECTRIC COMPANY	TELEPHONE EQUIPMENT	$744.00	$744.00
	101-7101-531.31-55		ELECTRICAL EQUIP & SUPPLY	$315.87	$749.78
			ELECTRICAL EQUIP & SUPPLY	$433.91	
179771	101-7101-531.21-62	GROOT RECYCLING AND WASTE SERVICES	GARBAGE DISPOSAL FEE	$321.72	$321.72
	101-7101-531.21-65		GARBAGE/RECYCLING CHARGE	$277.79	$277.79
179778	101-7101-531.21-02	HAYES MECHANICAL	REPAIR SERVICE EQUIPMENT	$817.00	$17,245.33
			REPAIR SERVICE EQUIPMENT	$770.00	
			REPAIR SERVICE EQUIPMENT	$491.00	
			REPAIR SERVICE EQUIPMENT	$265.00	
			REPAIR SERVICE EQUIPMENT	$422.33	
			REPAIR SERVICE EQUIPMENT	$502.00	
			SERVICE BLDG MAINT	$459.00	
			SERVICE BLDG MAINT	$604.50	
			SERVICE BLDG MAINT	$459.00	
			SERVICE BLDG MAINT	$459.00	
			SERVICE BLDG MAINT	$459.00	
			SERVICE BLDG MAINT	$307.50	
			SERVICE BLDG MAINT	$1,255.00	
			SERVICE BLDG MAINT	$9,975.00	
179782	101-7101-531.31-90	HELLER LUMBER CO	STREET/SIDEWALK SUPPLIES	$20.70	$20.70
179784	101-7101-531.31-55	HOH CHEMICALS INC	BUILDING SUPPLIES	$643.73	$643.73
179786	101-7101-531.31-55	HOME DEPOT CREDIT SERVICES	BLDG SUPPLIES	($50.00)	$149.00
			HEATING UNIT	$199.00	
179794	435-7101-531.31-85	INDUSTRIAL STEEL SERVICE INC	TOOLS	$210.00	$210.00
179798	101-7101-531.21-65	INTL EXTERMINATORS INC	PEST CONTROL	$96.00	$96.00
179803	435-7101-571.50-55	JCK CONTRACTORS	TOP SOIL	$1,200.00	$1,200.00
179805	401-7101-571.50-20	JL ADLER ROOFING	SERVICE BLDG MAINT	$36,865.00	$36,865.00
179814	435-7101-531.40-86	DAVID KALLAL	EAB REIMBURSEMENT	$94.00	$94.00
179821	401-7101-571.50-20	KINGSLEY & GINNODO ARCHITECTS	SERVICE CONSTRUCTION	$2,000.00	$2,000.00
179827	435-7101-531.40-86	ANTHONY LABARBERA	EAB REIMBURSEMENT	$50.00	$50.00

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179840	435-7101-531.40-86	RICHARD LEVINSKY	EAB REIMBURSEMENT	$50.00	$50.00
179841	101-7101-531.21-02	LIFE FITNESS	SERVICE EQUIPMENT	$155.00	$155.00
179845	435-7101-531.40-86	SHIRLEY LOS	EAB REIMBURSEMENT	$50.00	$50.00
179846	101-7101-531.30-35	LOWES COMMERCIAL SERVICES	CLOTHING & APPAREL	$147.96	$483.87
			CLOTHING & APPAREL	$335.91	
	101-7101-531.31-40		HARDWARE SUPPLIES	$132.96	$437.76
			AGRICULTURAL SUPPLIES	$247.05	
			AGRICULTURAL SUPPLIES	$57.75	
	101-7101-531.31-45		JANITORIAL SUPPLIES	$31.52	$31.52
	101-7101-531.31-55		HARDWARE SUPPLIES	$51.05	$314.50
			HARDWARE SUPPLIES	$45.94	
			JANITORIAL SUPPLIES	$40.27	
			PIPE FITTINGS	$35.05	
			SUPPLIES	$47.39	
			BUILDER'S SUPPLIES	$94.80	
	101-7101-531.31-65		HARDWARE SUPPLIES	$66.70	$144.84
			HARDWARE SUPPLIES	$44.28	
			HARDWARE SUPPLIES	$33.86	
	101-7101-531.31-85		HAND TOOLS-POWER/NON POW	$15.48	$519.04
			HARDWARE SUPPLIES	$60.87	
			HAND TOOLS-POWER/NON POW	$42.71	
			PAINT & EQUIPMENT	$122.92	
			HAND TOOLS-POWER/NON POW	$277.06	
	101-7101-531.33-05		SUPPLIES	$34.12	$114.39
			SUPPLIES	$80.27	
179849	435-7101-531.40-86	DOROTHY MAENTANIS	EAB REIMBURSEMENT	$50.00	$50.00
179852	435-7101-531.40-86	GAYLE MARES	EAB REIMBURSEMENT	$50.00	$50.00
179861	101-7101-531.31-55	MICHAEL JOSEPH & ASSOCIATES	BAY LIGHTING ACCESSORY	$1,380.50	$3,955.00
			LIGHT APPARATUS	$1,362.50	
			PW FRONT OFFICE LIGHTS	$1,212.00	
179863	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$477.39	$1,676.39
			SERVICE ELEVATOR	$370.00	
			EQUIPMENT MAINTENANCE	$385.00	
			EQUIPMENT MAINTENANCE	$444.00	
179866	435-7101-531.40-86	LUCIA MORAN	EAB REIMBURSEMENT	$50.00	$50.00

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179867	101-7101-531.21-02	MORTON GROVE AUTOMOTIVE WEST	EQUIPMENT MAINTENANCE	$165.00	$165.00
179873	435-7101-531.40-86	BRYAN NELSON	EAB REIMBURSEMENT	$50.00	$50.00
179875	435-7101-531.40-86	DAVID NI	EAB REIMBURSEMENT	$66.00	$66.00
179879	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	ELECTRICAL EQUIP & SUPPLY	$259.26	$259.26
179882	101-7101-531.22-02	TREVOR O'BRIEN	CDL REIMBURSEMENT	$50.00	$50.00
179885	101-7101-531.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$63.12	$63.12
179890	101-7101-531.31-90	ORANGE CRUSH LLC	STREET/SIDEWALK SUPPLIES	$341.57	$890.36
			STREET/SIDEWALK SUPPLIES	$203.01	
			STREET/SIDEWALK SUPPLIES	$345.78	
179897	435-7101-531.40-86	ANTHONY PASSANNATE	EAB REIMBURSEMENT	$94.00	$94.00
179900	101-7101-531.31-40	PESCHES FLOWER SHOP	PLANTS	$207.95	$939.49
			PLANTS	$47.97	
			AGRICULTURE SUPPLIES	$683.57	
179901	435-7101-531.40-86	STEVE PESENKO	EAB REIMBURSEMENT	$100.00	$100.00
179904	101-7101-531.30-50	PETTY CASH	FUEL	$5.00	$5.00
	101-7101-531.31-40		SUPPLIES	$13.06	$13.06
	101-7101-531.31-45		SUPPLIES	$3.27	$3.27
	101-7101-531.33-05		SUPPLIES	$42.09	$42.09
179911	435-7101-531.40-86	WILLIAM POLERCKY	EAB REIMBURSEMENT	$50.00	$50.00
179912	101-7101-531.21-55	POSTMASTER ARLINGTON HEIGHTS	REIMB PERMIT 2594	$560.52	$560.52
179913	101-7101-531.30-35	HANNAH POWERS	BOOT REIMBURSEMENT	$46.97	$46.97
179917	101-7101-531.30-35	PRO SAFETY INC	CLOTHING & APPAREL	$411.35	$546.35
			CLOTHING & APPAREL	$135.00	
179920	101-7101-531.21-55	PUGSLEY AND LAHAIE, LTD	STUMP REMOVALS	$1,245.00	$1,245.00
	435-7101-571.50-55		STUMP DEBRIS CLEAN-UP	$1,452.50	$3,112.50
			STUMP DEBRIS CLEAN-UP	$1,660.00	
179923	401-7101-572.50-15	RAE PRODUCTS & CHEMICALS	EQUIPMENT, NON OFFICE	$19,229.00	$19,229.00
179924	101-7101-531.21-15	RAUPP FENCE CO	FENCE INSTALLATION	$425.00	$1,115.00
			FENCE INSTALLATION	$690.00	
179927	101-7101-531.30-35	RED WING SHOE STORE	SHOES AND BOOTS	$100.00	$100.00
179928	435-7101-531.40-86	TIM REICH	EAB REIMBURSEMENT	$50.00	$50.00
179930	435-7101-531.22-10	REIGN PRINT SOLUTIONS	EAB MAILING	$498.38	$1,020.38
			EAB MAILING	$522.00	
179931	101-7101-531.30-39	RELADYNE	BULK OIL	$1,683.00	$2,443.00
			VEHICLE LUBRICANT	$760.00	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179935	101-7101-531.30-39	RKA PETROLEUM COMPANIES INC	FUEL,OIL,GREASE, & LUBES	$25,711.21	$53,257.19
			FUEL,OIL,GREASE, & LUBES	$27,545.98	
179936	435-7101-531.40-86	STEVE RODICHOK	EAB REIMBURSEMENT	$50.00	$50.00
179937	435-7101-531.40-86	KATHY ROMZA	EAB REIMBURSEMENT	$50.00	$50.00
179941	101-7101-531.21-36	RT 12 RENTAL CO INC	EQUIPMENT RENTAL	$250.31	$250.31
179943	435-7101-531.40-86	DOUG SAMMONS	EAB REIMBURSEMENT	$50.00	$50.00
179944	101-7101-531.21-15	SANDY'S LAWN AND TREE CARE	SERVICE CONSTRUCTION	$2,600.00	$8,006.25
			SERVICE CONSTRUCTION	$5,406.25	
179951	435-7101-531.40-86	PHILIP SCHNEIDER	EAB REIMBURSEMENT	$50.00	$50.00
179952	435-7101-531.40-86	KELLI SCHUCH	EAB REIMBURSEMENT	$100.00	$100.00
179955	101-7101-531.21-65	SERVICE MASTER CLEAN ADVANCED	CELL CLEANING	$880.00	$880.00
179957	101-7101-531.31-55	SHERWIN HARDWARE	BUILDER'S SUPPLIES	$19.16	$33.51
			BUILDER'S SUPPLIES	$14.35	
	101-7101-531.31-65		SUPPLIES	$32.95	$96.35
			BATTERIES	$13.98	
			PAINT & EQUIPMENT	$24.95	
			EQUIPMENT, NON OFFICE	$24.47	
	101-7101-531.31-75		STREET LIGHT SUPPLIES	$4.14	$4.14
	101-7101-531.31-80		HARDWARE SUPPLIES	$29.46	$29.46
	101-7101-531.33-05		SUPPLIES	$21.97	$21.97
179958	435-7101-531.40-86	SKINNER SUSAN M	EAB REIMBURSEMENT	$50.00	$50.00
179959	435-7101-531.40-86	ROCCO SMERIGLIO	EAB REIMBURSEMENT	$50.00	$50.00
179961	435-7101-531.40-86	GORDON SMITH	EAB REIMBURSEMENT	$50.00	$50.00
179964	101-7101-531.22-75	SOUND INCORPORATED	TELEPHONE UPGRADE	$1,354.96	$1,354.96
179965	101-7101-531.30-39	SPEEDWAY/SUPER AMERICA	FUEL	$88.53	$88.53
179966	435-7101-531.40-86	DENNIS SPITZ	EAB REIMBURSEMENT	$50.00	$50.00
179969	101-7101-531.31-55	STANDARD INDUSTRIAL AUTO EQUIP	BUILDING SUPPLIES	$401.94	$401.94
179970	101-7101-531.31-55	STANDARD PIPE & SUPPLY INC	PIPE FITTINGS	$23.30	$23.30
179971	211-7101-571.50-40	STATE OF IL TREASURER	SERVICE CONSTRUCTION	$22,363.00	$22,363.00
179982	101-7101-531.21-15	SUPERIOR ROAD STRIPING	SERVICE MISCELLANEOUS	$39,861.38	$39,861.38
179995	101-7101-531.21-15	TLC GROUP LTD	SERVICE MISCELLANEOUS	$5,360.74	$5,360.74
179999	101-7101-531.31-80	TRAFFIC CONTROL & PROTECTION	YIELD SIGNS	$560.00	$1,295.00
			SUPPLIES	$525.00	
			SUPPLIES	$210.00	
180000	101-7101-531.31-70	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLIES	$1,180.00	$1,180.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
180004	435-7101-531.40-86	RUSTY TURANO	EAB REIMBURSEMENT	$90.00	$90.00
180006	101-7101-531.21-65	TURFMAKER CORP	OTHER SERVICES	$267.50	$267.50
180007	101-7101-531.21-65	TYCO INTEGRATED SECURITY	ALARM SERVICE	$189.00	$444.61
			FIRE ALARM	$165.61	
			FIRE ALARM	$90.00	
180010	101-7101-531.31-40	UNITED LABORATORIES	SUPPLIES	$707.81	$707.81
180012	435-7101-531.40-86	MICHAEL VATES	EAB REIMBURSEMENT	$50.00	$50.00
180022	435-7101-531.40-86	BRUCE VOSBURGH	EAB REIMBURSEMENT	$50.00	$50.00
180025	101-7101-531.21-55	WEST CENTRAL MUNICIPAL CONF	TREE PLANTING	$750.00	$750.00
180026	101-7101-531.21-36	WEST SIDE TRACTOR SALES CO	RENTAL/LEASE EQUIPMENT	$667.62	$667.62
180030	435-7101-531.40-86	CAROL WITTMEYER	EAB REIMBURSEMENT	$50.00	$50.00
801270	101-7101-531.21-50	NICOR	94830700004	$305.03	$10,264.28
			38096400007	$351.50	
			19426400008	$86.89	
			72489260108	$161.46	
			43278600002	$121.72	
			53278600001	$553.28	
			96945600003	$1,083.08	
			55616726109	$2,407.55	
			58401600000	$222.72	
			06802945268	$23.88	
			25422686599	$3,344.29	
			97034457784	$1,602.88	
801271	101-7101-531.21-50	COMMONWEALTH EDISON COMPANY	5492508009	$42.08	$10,080.93
			0533073031	$8,003.42	
			8572043011	$184.89	
			1627055057	$672.63	
			4643388009	$679.67	
			4321662000	$498.24	
801272	101-7101-531.22-70	AT & T	847392373006	$68.62	$9,990.89
			847392086606	$59.18	
			847392086606	$42.58	
			847797530006	$367.02	
			847259612406	$42.58	
			847Z97270406	$2,411.58	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
801272	101-7101-531.22-70	AT & T	847R16051906	$1,952.18	$9,990.89
			847253343806	$101.86	
			847253049306	$136.32	
			847398933606	$190.83	
			847253553206	$314.65	
			847253312006	$3,931.73	
			847577579506	$242.43	
			847342153606	$42.56	
			847259612406	$42.41	
			847394206205	$42.60	
			847394436805	$1.76	
801273	101-7101-531.21-50	CONSTELLATION NEW ENERGY INC	3291084013	$10,022.97	$10,022.97
			Total Division:	$536,899.71	
			Total Department:	$536,899.71	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72		**Water and Sewer**			
Division: 1					
179635	505-7201-561.22-02	AMERICAN PUBLIC WORKS ASSOC	GROUP MEMBERSHIP DUES	$314.00	$314.00
179650	505-7201-561.31-90	ARROW ROAD CONSTRUCTION CO	STREET/SIDEWALK SUPPLIES	$864.72	$864.72
179658	505-7201-561.22-02	SEAN BERICHON	CDL REIMBURSEMENT	$50.00	$50.00
179661	505-7201-561.22-10	BHFX LLC	SERVICE PRINTING	$176.00	$176.00
179671	505-7201-561.21-36	C C CARTAGE INC	RENTAL/LEASE EQUIPMENT	$9,777.30	$12,540.45
			RENTAL/LEASE EQUIPMENT	$2,763.15	
	505-7201-561.21-62		SERVICE DISPOSAL	$2,714.00	$3,481.00
			SERVICE DISPOSAL	$767.00	
	505-7201-561.31-90		STREET/SIDEWALK SUPPLIES	$4,090.52	$6,407.10
			STREET/SIDEWALK SUPPLIES	$524.42	
			STREET/SIDEWALK SUPPLIES	$1,792.16	
179698	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1257044037	$812.91	$812.91
179700	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	1092085063	$117.96	$117.96
179701	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0117046072	$99.62	$99.62
179702	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0831076049	$110.05	$110.05
179732	505-7201-561.31-01	EAST JORDAN USA INC	WATER SEWER SYSTEM SUPPLY	$9,928.00	$12,391.57
			WATER SEWER SYSTEM SUPPLY	$2,463.57	
179739	505-7201-561.20-05	ENVIRONMENTAL MONITORING & TECH	LAB ANALYSIS	$156.00	$156.00
179764	505-7201-561.22-02	GILLES MICHAEL	CDL REIMBURSEMENT	$50.00	$50.00
179767	505-7201-561.31-05	GRAINGER W W INC	PUMPING SYSTEM SUPPLIES	$283.28	$283.28
179772	505-7201-561.31-60	HACH CO	WATER CHEMICALS	$405.95	$405.95
179781	505-7201-561.21-02	HBK WATER METER SERVICE INC	WATER METER KITS	$350.00	$350.00
	505-7201-561.21-35		WATER SEWER SYSTEM SUPPLY	$6,989.23	$6,989.23
179788	505-7201-561.21-65	IL EPA	SERVICE CONSULTING	$20,000.00	$20,000.00
179828	505-7201-561.21-02	LAI LTD	CONTROLLER REPAIR	$1,112.26	$1,112.26
	505-7201-561.31-05		VACUUM REGULATOR	$1,270.00	$2,117.08
			BOOSTER PUMP	$847.08	
	505-7201-561.31-60		PH SOLUTION	$552.84	$552.84
	505-7201-561.31-65		SUPPLIES	($794.00)	$-794.00
179839	505-7201-561.30-35	LESCHMAN, JAMES	CLOTHING REIMBURSEMENT	$85.59	$85.59
179846	505-7201-561.31-07	LOWES COMMERCIAL SERVICES	HARDWARE SUPPLIES	$14.00	$14.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179846	505-7201-561.31-40	LOWES COMMERCIAL SERVICES	SUPPLIES	$27.44	$27.44
	505-7201-561.31-65		TAPE, ADHESIVE	$36.95	$104.67
			HARDWARE SUPPLIES	$67.72	
	505-7201-561.31-85		HARDWARE SUPPLIES	$10.76	$229.95
			HAND TOOLS-POWER/NON POW	$36.91	
			HAND TOOLS-POWER/NON POW	$182.28	
	505-7201-561.33-05		HARDWARE SUPPLIES	$9.49	$9.49
179857	505-7201-561.31-05	MC MASTER CARR SUPPLY CO	PUMP SUPPLIES	$81.99	$81.99
179862	505-7201-561.31-01	MID AMERICA WATER	WATER TAP SUPPLIES	$1,110.00	$1,110.00
179869	505-7201-561.31-55	MT PROSPECT PAINT	BUILDING SUPPLIS	$61.40	$219.62
			BUILDING SUPPLIES	$158.22	
179885	505-7201-561.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$63.12	$63.12
	505-7201-561.30-35		CLOTHING	$79.66	$79.66
179904	505-7201-561.22-02	PETTY CASH	LICENSE RENEWAL	$10.00	$10.00
179914	505-7201-561.31-90	PRAIRIE MATERIAL SALES INC	STREET/SIDEWALK SUPPLIES	$611.96	$5,575.20
			STREET/SIDEWALK SUPPLIES	$693.70	
			STREET/SIDEWALK SUPPLIES	$863.00	
			STREET/SIDEWALK SUPPLIES	$1,151.18	
			STREET/SIDEWALK SUPPLIES	$605.96	
			STREET/SIDEWALK SUPPLIES	$749.32	
			STREET/SIDEWALK SUPPLIES	$900.08	
179917	505-7201-561.30-35	PRO SAFETY INC	CLOTHING & APPAREL	$77.90	$163.40
			CLOTHING & APPAREL	$85.50	
179927	505-7201-561.30-35	RED WING SHOE STORE	SHOES AND BOOTS	$100.00	$100.00
179957	505-7201-561.31-01	SHERWIN HARDWARE	PAINT & EQUIPMENT	$21.96	$21.96
	505-7201-561.31-65		PAINT & EQUIPMENT	$47.94	$47.94
	505-7201-561.31-85		HARDWARE SUPPLIES	$4.99	$90.16
			WATER SEWER SYSTEM SUPPLY	$85.17	
	505-7201-561.33-05		HARDWARE SUPPLIES	$8.00	$8.00
179960	505-7201-561.22-02	SMITH GEOFFREY C	CDL REIMBURSEMENT	$50.00	$50.00
179970	505-7201-561.31-02	STANDARD PIPE & SUPPLY INC	PIPE FITTINGS	$85.13	$85.13
	505-7201-561.31-07		PIPE FITTINGS	$10.88	$10.88
179972	505-7201-561.21-02	STEINER ELECTRIC	WATER SEWER SYSTEM SUPPLY	$665.00	$665.00
	505-7201-561.31-85		BATTERIES	$111.86	$111.86
179985	505-7201-561.50-10	SYNERGY GLOBAL TECHNOLOGY INC	RACKMOUNT REPLACEMENT	$1,347.86	$1,347.86

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179986	505-7201-561.22-02	TAFFE MIKE	CDL REIMBURSEMENT	$50.00	$50.00
179994	505-7201-561.50-10	TIGERDIRECT	EQUIPMENT REPLACEMENT	$193.93	$247.39
			EQUIPMENT REPLACEMENT	$53.46	
179996	505-7201-561.31-01	TNEMEC CO INC	HYDRANT SUPPLIES	$1,296.00	$1,296.00
180009	505-7201-561.33-05	ULTRA PURE BOTTLING	SUPPLIES	$363.40	$363.40
180019	505-7201-561.22-70	VERIZON WIRELESS	INV 9808199632	$13.21	$13.21
180032	505-7201-561.31-07	XYLEM WATER SOLUTIONS USA	PUMP SUPPLIES	$428.00	$428.00
180036	505-7201-561.31-01	ZIEBELL WATER SERVICE PRODUCTS	PIPE AND TUBING	$817.20	$1,634.40
			PIPE AND TUBING	$817.20	
801270	505-7201-561.21-50	NICOR	42567835683	$24.65	$892.78
			05850400002	$41.01	
			90920700003	$75.74	
			76830700001	$101.77	
			58544400003	$39.51	
			04055600003	$109.05	
			19278600002	$412.24	
			16797600000	$88.81	
801271	505-7201-561.21-50	COMMONWEALTH EDISON COMPANY	0645171017	$53.52	$1,104.40
			1284169036	$228.82	
			0297160055	$474.98	
			0087155164	$132.50	
			1104021044	$103.26	
			3973144001	$111.32	
801272	505-7201-561.22-70	AT & T	847253017406	$44.41	$199.56
			847437468506	$112.57	
			847437468406	$42.58	
801273	505-7201-561.21-50	CONSTELLATION NEW ENERGY INC	0441087047	$2,043.44	$13,574.29
			0081080033	$1,688.42	
			0405097038	$4,873.54	
			0522082015	$1,068.44	
			0789016039	$1,332.31	
			0159027139	$2,568.14	
801274	505-7201-561.22-70	AMERICAN MESSAGING	ACCT UL-109311	$91.32	$91.32
900960	505-7201-561.21-53	NORTHWEST WATER COMMISSION	QUARTERLY PAYMENT 8-2013	$1,041,329.00	$1,041,329.00

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
			Total Division:	**$1,140,124.69**	
			Total Department:	**$1,140,124.69**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 73		**Parking**			
Division: 1					
801271	235-7301-532.21-50	COMMONWEALTH EDISON COMPANY	5231622008	$50.03	$65.82
			4643715006	$15.79	
			Total Division:	**$65.82**	
Division: 2					
179660	235-7302-532.21-11	BEST QUALITY CLEANING	SERVICE BLDG MAINT	$1,005.22	$1,005.22
179863	235-7302-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$250.11	$250.11
			Total Division:	**$1,255.33**	
Division: 3					
179660	235-7303-532.21-11	BEST QUALITY CLEANING	SERVICE BLDG MAINT	$1,005.22	$1,005.22
179863	235-7303-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$477.39	$477.39
801272	235-7303-532.21-50	AT & T	847632002806	$1,237.74	$1,352.14
			847253097806	$114.40	
			Total Division:	**$2,834.75**	
Division: 4					
179660	235-7304-532.21-11	BEST QUALITY CLEANING	SERVICE BLDG MAINT	$317.78	$317.78
179718	235-7304-532.21-02	DAUGHERTY SALES INC	EJECTOR SYSTEM MAINT	$406.50	$406.50
179863	235-7304-532.21-02	MID AMERICAN ELEVATOR CO INC	SERVICE BLDG MAINT	$250.11	$250.11
801270	235-7304-532.21-50	NICOR	92296400002	$85.47	$85.47
801273	235-7304-532.21-50	CONSTELLATION NEW ENERGY INC	0983023007	$1,766.73	$1,766.73
			Total Division:	**$2,826.59**	
			Total Department:	**$6,982.49**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 74		**Solid Waste Dispsl SWANCC**			
Division: 1					
900959	511-7401-562.21-54	SOLID WASTE AGENCY	TIPPING FEES 8-2013	$116,258.43	$116,258.43
			Total Division:	**$116,258.43**	
			Total Department:	**$116,258.43**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**75**	**Municipal Fleet Services**			
Division:	**1**				
179615	621-7501-551.21-02	A-1 EQUIPMENT & SERVICE INC	VEH HVAC REPAIR	$1,514.60	$1,514.60
179616	401-7501-572.50-15	ACCURATE TANK TECHNOLOGIES	EQUIPMENT	$10,000.00	$10,000.00
179626	621-7501-551.21-08	ALEXANDER EQUIPMENT CO INC	VEHICLE REPAIR	$612.90	$612.90
	621-7501-551.31-51		THROTTLE CABLE	$90.45	$90.45
179631	621-7501-551.21-07	ALLSTAR AUTO GLASS INC	SERVICE WINDSHIELD	$259.00	$259.00
179636	621-7501-551.21-36	AMERICAN WELDING AND GAS	RENTAL/LEASE EQUIPMENT	$150.60	$150.60
179645	621-7501-551.31-51	ARLINGTON HTS FORD INC	VEH MAINTENANCE SUPPLY	$7.39	$488.64
			VEH MAINTENANCE SUPPLY	$88.46	
			VEH MAINTENANCE SUPPLY	$41.74	
			VEH MAINTENANCE SUPPLY	$332.00	
			VEH MAINTENANCE SUPPLY	$19.05	
179652	621-7501-551.31-51	ATLAS BOBCAT INCORPORATED	VEHICLE ACCESSORIES	$438.20	$438.20
179653	621-7501-551.21-07	AUTO GLASS TEK INC	RE-UPHOLSTER SEATS	$600.00	$2,195.00
			VEHICLE MAINTENANCE	$215.00	
			RE-UPHOLSTER SEAT	$450.00	
			RE-UPHOLSTER SEAT	$930.00	
179654	621-7501-551.31-51	AUTO ZONE	VEH MAINTENANCE SUPPLY	($47.88)	$289.74
			VEH MAINTENANCE SUPPLY	$58.00	
			VEH MAINTENANCE SUPPLY	$39.98	
			VEH MAINTENANCE SUPPLY	$19.99	
			VEH MAINTENANCE SUPPLY	($39.98)	
			VEH MAINTENANCE SUPPLU	$56.00	
			VEH MAINTENANCE SUPPLY	$45.48	
			VEH MAINTENANCE SUPPLY	$81.20	
			VEH MAINTENANCE SUPPLY	$76.95	
179656	621-7501-551.31-51	BATTERIES PLUS #296	VEH MAINTENANCE SUPPLY	$162.17	$303.39
			BATTERIES	$141.22	
	621-7501-551.31-65		BATTERIES	$17.95	$17.95
179666	621-7501-551.21-07	BRISTOL HOSE & FITTING INC	CUSTOM HOSE ASSEMBLY	$923.93	$923.93
179675	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	($31.58)	$323.38
			VEH MAINTENANCE SUPPLY	($103.27)	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179675	621-7501-551.31-51	CAR QUEST	VEH MAINTENANCE SUPPLY	$5.56	$323.38
			VEH MAINTENANCE SUPPLY	($95.33)	
			VEH MAINTENANCE SUPPLY	$20.74	
			VEH MAINTENANCE SUPPLY	$41.48	
			VEH MAINTENANCE SUPPLY	$174.81	
			VEH MAINTENANCE SUPPLY	$37.98	
			VEH MAINTENANCE SUPPLY	$6.08	
			VEH MAINTENANCE SUPPLY	$37.34	
			VEH MAINTENANCE SUPPLY	$12.16	
			VEH MAINTENANCE SUPPLY	$8.27	
			VEH MAINTENANCE SUPPLY	$25.61	
			VEH MAINTENANCE SUPPLY	$4.42	
			VEH MAINTENANCE SUPPLY	$89.80	
			VEH MAINTENANCE SUPPLY	$19.25	
			VEH MAINTENANCE SUPPLY	$11.99	
			VEH MAINTENANCE SUPPLY	$58.07	
179677	621-7501-551.21-07	CASSIDY TIRE & SERVICE	TIRES	$55.00	$55.00
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	$855.45	$855.45
179682	621-7501-551.21-07	CHICAGO COMMUNICATIONS LLC	SERVICE VEHICLE PARTS	$3,500.00	$3,500.00
179683	621-7501-551.31-51	CHICAGO INTL TRUCKS	VEH MAINTENANCE SUPPLY	$11.85	$1,651.33
			VEH MAINTENANCE SUPPLY	$41.22	
			VEH MAINTENANCE SUPPLY	$191.37	
			VEH MAINTENANCE SUPPLY	$92.75	
			VEH MAINTENANCE SUPPLY	($465.50)	
			VEH MAINTENANCE SUPPLY	$563.35	
			VEH MAINTENANCE SUPPLY	$1,201.05	
			VEH MAINTENANCE SUPPLY	$15.24	
179684	621-7501-551.31-51	CHICAGO PARTS AND SOUND	VEH MAINTENANCE SUPPLY	($11.00)	$168.74
			VEH MAINTENANCE SUPPLY	($546.69)	
			VEH MAINTENANCE SUPPLY	$110.37	
			VEH MAINTENANCE SUPPLY	$546.69	
			TIRE SENSOR	$50.66	
			SWITCH ASSY	$20.08	
			VEH MAINTENANCE SUPPLY	($250.00)	
			VEH MAINTENANCE SUPPLY	$67.14	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179684	621-7501-551.31-51	CHICAGO PARTS AND SOUND.	VEH MAINTENANCE SUPPLY	$114.35	$168.74
			VEH MAINTENANCE SUPPLY	$67.14	
179687	621-7501-551.30-35	CINTAS CORP	CLOTHING	$39.92	$199.50
			UNIFORMS	$39.82	
			UNIFORMS	$39.92	
			UNIFORMS	$39.92	
			UNIFORMS	$39.92	
179688	621-7501-551.31-51	CITY LIMITS HARLEY DAVIDSON	VEH MAINTENANCE SUPPLY	$295.40	$489.60
			VEH MAINTENANCE SUPPLY	$26.00	
			VEH MAINTENANCE SUPPLY	$8.25	
			VEH MAINTENANCE SUPPLY	$145.45	
			GASKET	$14.50	
179727	621-7501-551.31-51	DOUGLAS TRUCK PARTS INC	VEH MAINTENANCE SUPPLY	$40.76	$158.60
			VEH MAINTENANCE SUPPLY	$117.84	
179729	621-7501-551.31-51	DUECO INC	VEH MAINTENANCE SUPPLY	$192.99	$192.99
179765	621-7501-551.31-51	GLOBAL EMERGENCY PRODUCTS	VEH MAINTENANCE SUPPLY	$69.23	$69.23
179767	621-7501-551.30-35	GRAINGER W W INC	CLOTHING & APPAREL	$29.48	$29.48
179777	621-7501-551.31-51	HARRIS TRUST & SAVINGS BANK	MAP*MACNEIL AUTOMOTIVE	$159.54	$159.54
179787	621-7501-551.31-51	HOSKINS CHEVROLET INC	VEH MAINTENANCE SUPPLY	$210.35	$1,047.70
			VEH MAINTENANCE SUPPLY	$218.72	
			VEH MAINTENANCE SUPPLY	$331.87	
			VEH MAINTENANCE SUPPLY	$228.91	
			VEH MAINTENANCE SUPPLY	$57.85	
179791	621-7501-551.31-51	IL RECOVERY GROUP INC	VEH MAINTENANCE SUPPLY	$145.08	$145.08
179792	621-7501-551.21-07	IL SECRETARY OF STATE	VEHICLE REGISTRATION (3)	$303.00	$303.00
179793	621-7501-551.21-02	IL TOOL SERVICE INC	TOOL REPAIR	$130.00	$130.00
179794	621-7501-551.31-51	INDUSTRIAL STEEL SERVICE INC	VEH MAINTENANCE SUPPLY	$140.00	$140.00
179795	621-7501-551.21-07	INLAND POWER GROUP	SERVICE VEHICE PARTS	$754.23	$754.23
179817	621-7501-551.31-51	KEEN EDGE COMPANY	VEH MAINTENANCE SUPPLY	$14.03	$14.03
179832	621-7501-551.31-51	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	$155.00	$175.86
			VEH MAINTENANCE SUPPLY	$18.26	
			VEH MAINTENANCE SUPPLY	$2.60	
179834	621-7501-551.31-51	LEE AUTO PARTS	VEH MAINTENANCE SUPPLY	$10.99	$10.99
179847	621-7501-551.31-51	LUND INDUSTRIES INC	VEH MAINTENANCE SUPPLY	$466.41	$466.41
179855	621-7501-551.21-07	MASTER HYDRAULICS & MACHINE CO	CYLINDER REPAIR	$388.00	$388.00

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179864	621-7501-551.31-51	MIDWEST FUEL INJECTION SERVICE	VEH MAINTENANCE SUPPLY	$9.66	$9.66
179867	621-7501-551.31-51	MORTON GROVE AUTOMOTIVE WEST	VEHICLE ACCESSORIES	$265.00	$265.00
179868	621-7501-551.21-07	MPC COMMUNICATIONS & LIGHTING INC	STROBE REBUILD	$45.00	$45.00
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	$135.00	$157.75
			VEH MAINTENANCE SUPPLY	$22.75	
179870	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	VEH MAINTENANCE SUPPLY	$517.19	$554.71
			VEHICLE ACCESSORIES	$18.76	
			VEHICLE ACCESSORIES	$18.76	
179877	621-7501-551.21-07	NORTHWEST AUTO WASH	SERVICE VEHICLE PARTS	$345.80	$345.80
179883	621-7501-551.21-07	ODOCK INC	VEHICLE MAINTENANCE	$8.00	$8.00
179891	621-7501-551.31-51	ORR & ORR INC	VEH MAINTENANCE SUPPLY	$49.69	$49.69
179898	621-7501-551.31-65	PATLIN INC	HEX TEK SCREWS	$127.69	$127.69
179915	621-7501-551.31-51	PRECISION SERVICE PARTS	VEH MAINTENANCE SUPPLY	$105.36	$3,230.51
			VEH MAINTENANCE SUPPLY	$142.74	
			VEH MAINTENANCE SUPPLY	$56.51	
			VEH MAINTENANCE SUPPLY	$447.36	
			VEH MAINTENANCE SUPPLY	$1,057.12	
			VEHICLE ACCESSORIES	$199.18	
			VEHICLE ACCESSORIES	$68.48	
			VEHICLE ACCESSORIES	$230.94	
			VEHICLE ACCESSORIES	$251.53	
			VEHICLE ACCESSORIES	$624.41	
			VEHICLE ACCESSORIES	$46.88	
179916	621-7501-551.21-07	PRO CARE	VEHICLE DETAIL	$175.00	$175.00
179917	621-7501-551.30-35	PRO SAFETY INC	CLOTHING & APPAREL	$83.85	$83.85
179921	621-7501-551.31-51	R A ADAMS ENTERPRISES INC	VEH MAINTENANCE SUPPLY	$44.24	$44.24
179922	621-7501-551.21-07	RACEWAY CAR WASH	VEHICLE MAINTENANCE	$342.00	$342.00
179933	621-7501-551.31-51	RG SMITH EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$150.00	$150.00
179953	621-7501-551.21-07	SECRETARY OF STATE	PLATE RENEWAL	$101.00	$816.00
			TITLE	$95.00	
			TITLE	$95.00	
			TITLE AND PLATES	$105.00	
			TITLE AND PLATES	$105.00	
			TITLES AND PLATES	$105.00	
			TITLE AND PLATES	$105.00	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
179953	621-7501-551.21-07	SECRETARY OF STATE	TITLE AND TRANSFER	$105.00	$816.00
179954	621-7501-551.21-02	SEFAC	REPAIR SERVICE EQUIPMENT	$3,039.75	$3,039.75
179957	621-7501-551.31-51	SHERWIN HARDWARE	VEHICLE ACCESSORIES	$3.38	$3.38
	621-7501-551.31-65		TAPE, ADHESIVE	$18.46	$22.95
			BATTERIES	$4.49	
	621-7501-551.31-85		TOOLS	$139.99	$139.99
179962	621-7501-551.31-65	SNAP ON INDUSTRIAL TOOLS	VEH MAINTENANCE SUPPLY	$5.22	$179.22
			VEH MAINTENANCE SUPPLY	$174.00	
	621-7501-551.31-85		TOOLS	$103.88	$103.88
179967	621-7501-551.21-07	SPRING ALIGN	SERVICE VEHICLE PARTS	$109.95	$109.95
179968	621-7501-551.31-51	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$264.83	$1,674.85
			VEH MAINTENANCE SUPPLY	$887.14	
			VEH MAINTENANCE SUPPLY	($264.83)	
			VEH MAINTENANCE SUPPLY	($55.83)	
			VEH MAINTENANCE SUPPLY	$795.80	
			VEH MAINTENANCE SUPPLY	$47.74	
180011	621-7501-551.31-51	US AUTO FORCE	VEH MAINTENANCE SUPPLY	$113.00	$113.00
180021	621-7501-551.22-02	ROSS VLIEGER	DUES	$129.00	$129.00
180024	621-7501-551.31-51	WENTWORTH TIRE SERVICE	VEH MAINTENANCE SUPPLY	$453.93	$453.93
180026	621-7501-551.31-51	WEST SIDE TRACTOR SALES CO	VEHI MAINTENANCE SUPPLY	$274.55	$274.55
180028	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	$88.39	$232.73
			VEH MAINTENANCE SUPPLY	$144.34	
180033	621-7501-551.31-51	ZARNOTH BRUSH WORKS INC	VEHICLE ACCESSORIES	$226.00	$226.00
180034	621-7501-551.31-51	ZEIGLER OF SCHAUMBURG	VEH MAINTENANCE SUPPLY	$28.56	$28.56
			Total Division:	$41,849.18	
			Total Department:	$41,849.18	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 90		**Capital**			
Division: 3					
179715	621-9003-572.50-05	CURRIE MOTORS	VEHICLE MAJOR TRANSPORT	$23,655.00	$117,683.00
			VEHICLE MAJOR TRANSPORT	$23,655.00	
			VEHICLE MAJOR TRANSPORT	$23,655.00	
			VEHICLE MAJOR TRANSPORT	$23,359.00	
			VEHICLE MAJOR TRANSPORT	$23,359.00	
179908	621-9003-572.50-05	PIERCE MANUFACTURING INC	VEHICLE MAJOR TRANSPORT	$1,003,603.00	$1,003,603.00
			Total Division:	**$1,121,286.00**	
			Total Department:	**$1,121,286.00**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	95	Debt Service			
Division:	49				
179655	301-9549-582.60-20	BANK OF NEW YORK MELLON	AGENT FEES GO BOND 2009B	$428.00	$428.00
			Total Division:	**$428.00**	
Division:	51				
179655	301-9551-582.60-20	BANK OF NEW YORK MELLON	AGENT FEES GO BOND 2011	$428.00	$428.00
			Total Division:	**$428.00**	
			Total Department:	**$856.00**	
TOTAL ALL FUNDS:				**$4,026,583.92**	

Item: Report of the C-O-W Meeting of 8-05-13 - Consideration of Liquor License

Department:

Report of the Committee-of-the-Whole meeting of August 5, 2013 - Consideration of the Issuance of a Class AA liquor license to Byul Bahm Restaurant at 234 E. Golf Rd.

Bid Section

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

Item: Report of C-O-W 8-5-13 - Interview of M. LoCascio

Department:

Report of the Committee-of-the-Whole meeting of August 5, 2013 - Interview of Michael LoCascio for Appointment to the Commission for Citizens with Disabilities

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Bid Section

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

Item: Electrically Powered Hydraulic Rescue Tool Set

Department: Fire

Background

The Fire Department needs to replace a set of hydraulic rescue tools carried on one of the rescue squads that has reached the end of its service life. These tools (spreaders, cutters, and extension rams) are primarily used to rescue victims trapped in vehicle accidents. The newer tools are electrically powered and do not need a separate gasoline engine power unit so they can be deployed much quicker. They also have the ability to cut through the higher density steel components of newer automobiles that our older tools have trouble dealing with.

Three bids were received:

Air One Equipment, South Elgin, IL	$23,253
Five Alarm, Delafield, WI	$26,621
Grainger, Arlington Heights, IL	$29,468.58

There is $30,000 budgeted for this project. The bid from the lowest bidder, Air One, is $6,747 under budget. Air One has been determined to be responsible and their bid meets specifications.

Recommendation

It is recommended that the Board of Trustees approve the purchase of the electrically powered hydraulic rescue tools and related accessories from Air One Equipment of South Elgin, Illinois for a total of $23,253.

Bid Section

Item:	Electrically Powered Hydraulic Rescue Tools
Bid Opening Date:	July 23, 2013
Account Numbers:	401-3501-572.50-15 (Project #EQ9502)
Total Budget for Specific Item:	$30,000
Amount of Bidder Recommended:	$23,253

Item: Furnishing of aggregate materials, certain trucks and disposal of debris

Department: Public Works

BACKGROUND

In August of 2011, the Village Board awarded a two-year contract to CC Cartage for the furnishing of aggregate materials, certain trucks, and disposal of debris. That bid was awarded based on the competitive bid unit prices.

Public Works is requesting a one-year contract extension as permitted in the 2011 contract. While the total costs are dependent on the actual quantities used, Public Works expenditures will not exceed the total budgeted amount of $606,200.

The aggregate materials included in this bid are used for various street, sewer and water main repairs. The semi-dump truck is used to haul snow, street sweepings, debris, excavated materials and building demolition debris to disposal sites on an as-needed basis. The lowboy trailer truck is used occasionally to haul Village-owned equipment within the Village and to out of town repair facilities on an as-needed basis. Rental of these trucks is more cost effective than owning and operating the units.

RECOMMENDATION

It is recommended that the Village Board award a one-year contract extension to CC Cartage for the furnishing of aggregate materials, certain trucks, and disposal of debris in accordance with the bid unit prices and original contract terms received from CC Cartage in 2011 and authorize execution of all necessary documents. CC Cartage has submitted a letter indicating that they will hold the unit prices to the original prices submitted in 2011 in the initial contract. The bidder has been determined to be responsible and the contract extension meets specifications.

Bid Section

Item:	Furnishing of aggregate materials, certain trucks and disposal of debris
Bid Opening Date:	One Year Contract Extension
Account Numbers:	101-7101-531-21.36, 21.62, 31.90 (Public Works) 505-7201-561-21.36, 21.62, 31.90 (Water and Sewer)
Total Budget for Specific Item:	$606,200
Amount of Bidder Recommended:	Not to exceed $606,200

Item: Painting of Municipal Parking Garage

Department: Public Works Department

BACKGROUND

Bids for the following item were duly advertised and publicly opened on the date indicated:

BID TABULATION

BIDDER	TOTAL BID PRICE
Bill's Commercial Painting Co., Inc.	$21,800
Osterban & Sons	$31,435
Lankford Construction	$34,284
Muscat Painting	$38,878
William Hach	$48,550
Sparkle Painting	$49,474
Cosgrove Construction	$51,900
Pete the Painter	$65,700
Certa Pro Painting	$75,385

COMMENTS

The approved FY14 budget includes $37,500 for the painting of the first floor ceiling, walls, and columns at the Municipal Parking Garage located at 33 S. Arlington Heights Road. This work will improve visibility and user safety perception within the garage. This same work was completed in the TIF #1 parking garage and TIF #2 North Parking Garage several years ago.

Specifications and plans were prepared and distributed to area painting firms. Nine bids were received at the July 30th bid opening as shown on the above tabulation. Staff checked references on the lowest bidder, Bill’s Commercial Painting Co., Inc. All the submitted reference checks were favorable. Staff believes Bill’s Commercial Painting Co., Inc. has a good understanding of the project scope, and can successfully complete the project.

RECOMMENDATION

It is recommended, that the Village Board award the contract for painting of the Municipal Parking Garage to the lowest bidder, Bill’s Commercial Painting Co. Inc., Mt. Prospect, IL for their total bid price of $21,800. The bidder has been determined to be responsible and the bid meets specifications.

Bid Section

Item:	Painting of Municipal Parking Garage
Bid Opening Date:	July 30, 2013
Account Numbers:	401-7101-571.50-20 (BL1402)
Total Budget for Specific Item:	$37,500
Amount of Bidder Recommended:	$21,800

Item: Metropolis Performing Arts - Refurbishment of Second Floor Offices and Studios

Department: Public Works

Bids for the following item were duly advertised and publicly opened on the date indicated:

BID TABULATION

Bidders	Painting Walls	Carpet Installation	Hardwood Flooring
Bill's Commercial Painting Co.,Inc.	$21,800.00*	No Bid	No Bid
Tiles in Style	$23,786.00	$31,552.00	$3,594.00
Pete the Painter	$24,600.00	$21,853.87*	$2,537.92*
SparklePainting	$28,381.00	$37,676.00	$4,657.00
Oosterbaan & Sons	$29,700.00	No Bid	No Bid
Cosgrove Construction	$33,000.00	No Bid	No Bid

	Vinyl Flooring
Tiles in Style, LLC	$19,579.99*
Pete the Painter	$20,908.42

*Denotes low bidder for specific task.

The various spaces on the second floor of the Metropolis Theatre are worn out after 15 years of heavy use. The approved FY14 budget includes $55,000 in the Arts and Entertainment Fund specifically earmarked for the second floor refurbishment of the Metropolis Performing Arts building and $32,000 earmarked generally for Metropolis Theatre capital expenses.

This project includes the removal of all old wallpaper, wall preparation, and painting of the offices and studios on the second floor. The project will also consist of re-carpeting the offices, hallways, music, and drama rooms, refinishing of the hardwood dance floor, and the installation of new tile flooring in Room 207.

Specifications and plans were prepared and distributed to area painting and flooring firms for the second floor refurbishment. The specifications outlined the rooms to be painted and carpeted. A mandatory pre-bid meeting was held on July 22nd, which was attended by all of the painting and flooring contractors who submitted bids. Six bids were received at the July 29th bid opening as shown on the above tabulation.

While the bids are over the project budget, there are sufficient funds in the Metropolis capital expense budget to cover all of the costs. Staff checked references on the lowest bidders for each portion of the project. All the reference checks were favorable.

RECOMMENDATION

It is recommended, that the Village Board award the contract for Painting to Bill's Commercial Painting Co. Inc. of Mt. Prospect for the bid price of $21,800. It is also recommended that the Village Board award the contract for Carpet Installation & Hardwood Floor Re-finishing to Pete the Painter of Northbrook for the total bid price of $24,391.79. It is also recommended that the Village Board award the contract for Tile Installation to Tiles in Style, LLC of Naperville for the bid price of $19,579.99. All of the bidders have been determined to be responsible and the bids meet specifications.

Bid Section

Item:	Metropolis Performing Arts - Refurbishment of Second Floor Offices and Studios
Bid Opening Date:	July 26, 2013
Account Numbers:	515-2005-525.50-55
Total Budget for Specific Item:	$87,000 (refurbishing and other Metropolis-related capital expenses)
Amount of Bidder Recommended:	$65,771.78

Item: Ordinance - Land Use Variation - Minuteman Press

Department: Planning and Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Ordinance - Land Use Variation - Minuteman Press	Ordinance

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

WHEREAS, the Plan Commission, in Petition Number 13-008, pursuant to notice, has on June 26, 2013, conducted a public hearing on the application of Nick Black of Mega Properties, for a land use variation to allow printing, retail, in an O-T Office Transitional District; and

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

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

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

SECTION ONE: That a land use variation be and it is hereby granted to permit printing, retail, in an O-T Office Transitional District at the property legally described as:

> Lots 1 and 2 in the Delko Resubdivision, being a subdivision of Lot 33 in the Chante Claire Subdivision, being a subdivision in Section 8, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.
>
> P.I.N. 08-08-401-066

commonly described as 1324 West Algonquin Road, Arlington Heights, Illinois, in compliance with the site plan/floor plan for Mega Properties, consisting of one sheet and the floor plan for Minuteman Press, consisting of one sheet, submitted by the Petitioner, copies of which are on file with the Village Clerk and available for public inspection

SECTION TWO: That a variation from Chapter 28, Section 6.12-1(2), Traffic Engineering Approval for Projects Requiring Plan Commission Review, waiving the required parking study for Plan Commission projects that are less than 5,000 square feet and adjacent to a major or secondary arterial street, is hereby granted.

SECTION THREE: That the land use variation and variation from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance, are subject to the condition that the Petitioner shall comply with all applicable Federal, State, and Village codes, regulations and policies, to which the Petitioner has agreed.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

LandUse:Minuteman Press

Item: Ordinance - Land Use Variation - Printing Specialties

Department: Planning and Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Ordinance - Land Use Variation - Printing Specialties	Ordinance

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

WHEREAS, the Plan Commission, in Petition Number 13-012, pursuant to notice, has on June 26, 2013, conducted a public hearing on the application of Dan Donegan, Printing Specialties, for a land use variation to allow printing, publishing, in a B-3 General Service, Wholesale and Motor Vehicle District; and

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

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

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

SECTION ONE: That a land use variation be and it is hereby granted to permit printing, publishing, in a B-3 General Service, Wholesale and Motor Vehicle District, at the property legally described as:

> Lot 2 (except the West 180 feet), Lot 3 and the West 230 feet of Lot 4 in Arlington Park Office Centre, being a subdivision of part of the Northwest ¼ of Section 25 and part of the Northeast ¼ of Section 26. Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.
>
> P.I.N. 02-15-100-032

commonly described as 3350 West Salt Creek Lane, Arlington Heights, Illinois, in compliance with the site plan for Arlington Business Center, consisting of one sheet and the floor plan for Suite 117, consisting of one sheet, submitted by the Petitioner, copies of which are on file with the Village Clerk and available for public inspection

SECTION TWO: That a variation from Chapter 28, Section 6.12-1(3), Traffic Engineering Approval for Projects Requiring Plan Commission Review, waiving the required traffic and parking study for Plan Commission projects not adjacent to a major or secondary arterial street, is hereby granted.

SECTION THREE: That the land use variation and variation from Chapter 28 of the Arlington Heights Municipal Code granted by this Ordinance, are subject to the condition that the Petitioner shall comply with all applicable Federal, State, and Village codes, regulations and policies, to which the Petitioner has agreed.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

LandUse:Printing Specialties

Item: Resolution - Easement - Storm Sewer

Department: Engineering/Legal

BACKGROUND

As part of the "2013 Neighborhood Storm Sewer Improvements" project, the homeowners at 714 N. Douglas Avenue agreed to dedicate a public storm sewer easement along the south side of their property. This will enable the Village to install the storm sewer into the back yard. The recommended action will establish a Public Storm Sewer Easement along the southerly seven and one-half feet of the property at 714 N. Douglas Avenue.

RECOMMENDATION

It is recommended that the Village Board approve the Plat of Easement for Public Storm Sewer at 714 N. Douglas Avenue.

Bid Section

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

ATTACHMENTS:

Description	**Type**
Accepting Easement - 714 N. Douglas Ave.	Resolution
Plat of Easement	Exhibits

(

A RESOLUTION ACCEPTING
A PLAT OF EASEMENT FOR
PUBLIC STORM SEWER PURPOSES

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

SECTION ONE: That a Plat of Easement located along the southerly seven and one-half feet of 714 N. Douglas Avenue establishing a public storm sewer easement, attached hereto and made a part hereof, be and is hereby approved and accepted.

SECTION TWO: The Village President is hereby authorized and directed to execute said plat of easement, which shall be attested by the Village Clerk, on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

ATTEST:

____
Village President

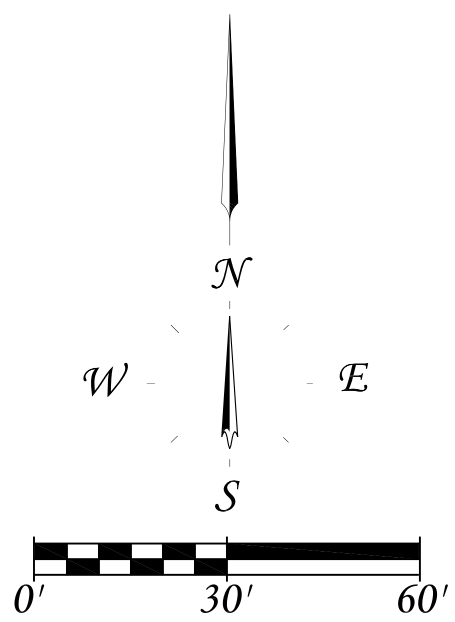
____
Village Clerk

EASEMENTS:plat of easement – storm sewer – 714 N. Douglas

Plat of Easement

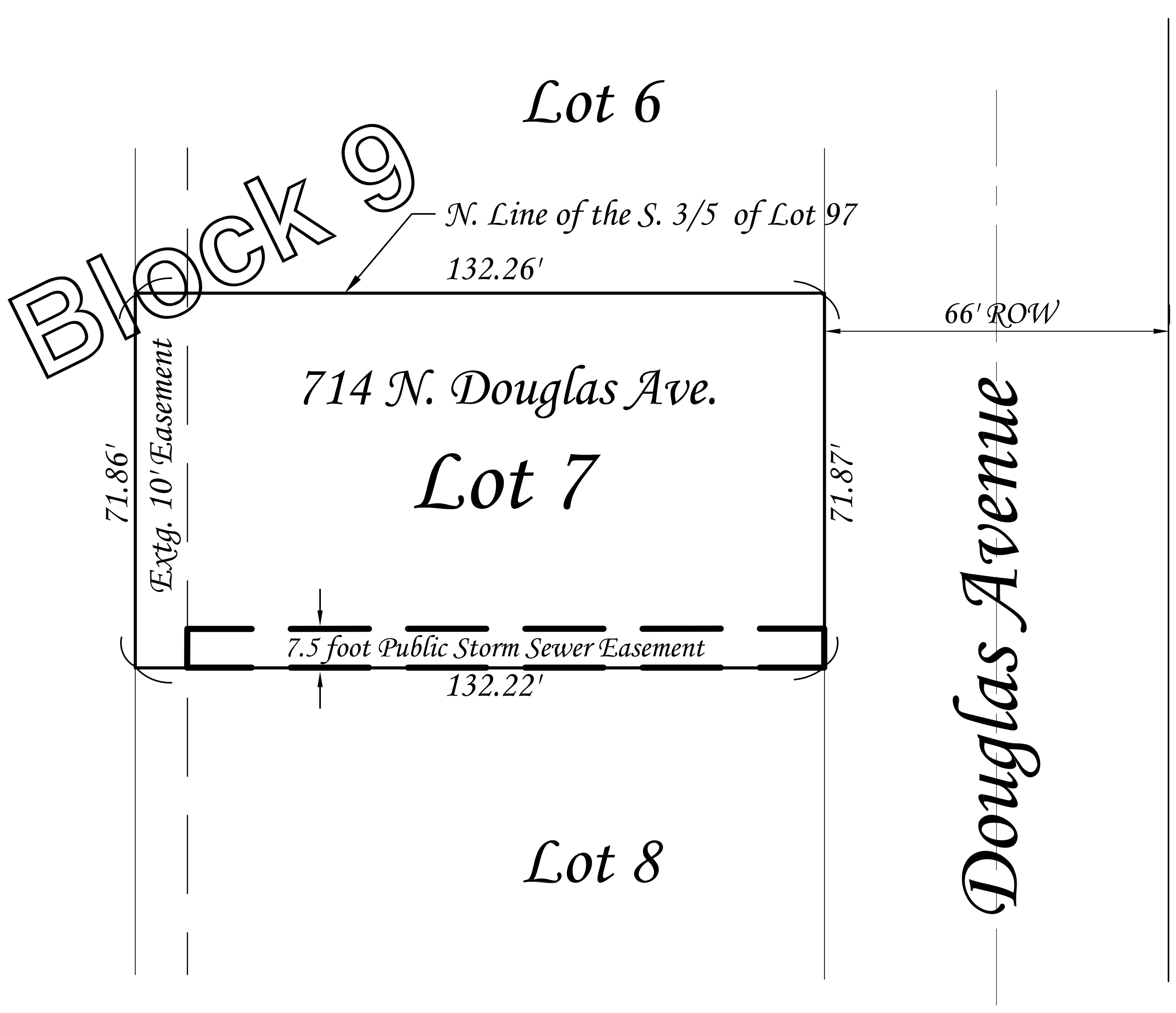
Public Storm Sewer

Village of Arlington Heights



Scale: 1"=30'
April 23rd, 2013 A.D.

The South 7.5 feet except the West 10 feet of said South 7.5 feet of Lot 7 in R.M. Thorson's Subdivision of the East $\frac{1}{2}$ of the South $\frac{3}{5}$ of Block 9 and the South 183 feet of the West $\frac{1}{2}$ of said Block 9 in D.W. Miller's Arlington Heights Acre Addition in the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 29, Township 42 North, Range 11 East of the Third Principle Meridian, in Cook County, Illinois.



Pin # 03-29-119-006-0000
Also Known as 714 North Douglas Avenue

I/we ______________________, do hereby certify I am/we are the owner(s) of this property described in the above legal description and that as such owner(s) has/have caused the Easement hereon drawn to be granted to The Village of Arlington Heights, Illinois.

______________________________ ______________________________
Owner Owner

State of Illinois)
County of Cook) SS

I, _________________________, a Notary Public in aforesaid County in the State aforesaid, do hereby certify that __________________________, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appear before me this day in person and acknowledged that as the owner(s) of the property described hereon, signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ______ day of ________________, A.D., 2013.

____
Notary Public

This Easement is hereby reserved for and granted to the Village of Arlington Heights and to its successors and assigns, over all of the areas marked "Public Storm Sewer Easement" on the plat for the perpetual right, privilege, and authority to survey, construct, reconstruct, repair, inspect, maintain and operate storm sewers and the right of access across the property for necessary men and equipment to do any of the above work. The right is also granted to trim or remove any trees, shrubs or other plants on the easement that interfere with the operation of the sewers or other utilities. No permanent buildings shall be placed on said easement. No change to the topography or stormwater management structures within the easement area shall be made without express written consent of the Village Engineer, but same may be used for purposes that do not then or later interfere with the aforesaid uses or rights.

The owner of the property shall remain responsible for the maintenance of the Easement area and appurtenances. The Village of Arlington Heights, or its designees, shall, upon completion of any work authorized by this grant, restore the easement premises to the same or better condition than that existing prior to the beginning of work. The Village of Arlington Heights,will perform only emergency procedures as deemed necessary by the Village Engineer of The Village of Arlington Heights

I hereby certify that I find no deferred installments of outstanding unpaid special assessments due against the above described property.

____
Village Collector

Approved by the President and Board of Trustees of The Village of Arlington Heights, Cook County, Illinois, at a meeting held the _______ day of ___________________ , 2013 A.D.

By: ____________________________
President

Attest: _________________________
Village Clerk

Approved this ______ day of______________, A.D., 2013 by the Director of Engineering of The Village of Arlington Heights, Illinois.

By: ___________________________
James J. Massarelli, P.E.
Reg. No. 062-046110

Sheet 1 of 1

T:\2013 Neighborhood Storm Sewer Improvements\714N-Douglas.dwg

Item: Resolution - Easement - Storm Sewer

Department: Engineering/Legal

BACKGROUND

As part of the "2013 Neighborhood Storm Sewer Improvements" project, the homeowners at 911 E. Jules Street agreed to dedicate a public storm sewer easement along the west side of their property. This will enable the Village to install the storm sewer into the back yard. The recommended action will establish a Public Storm Sewer Easement along the westerly seven and one-half feet of the property at 911 E. Jules Street

RECOMMENDATION

It is recommended that the Village Board approve the Plat of Easement for Public Storm Sewer at 911 East Jules Street.

Bid Section

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

ATTACHMENTS:

Description	**Type**
Accepting Easement - 911 E. Jules	Resolution
Plat of Easement	Exhibits

A RESOLUTION ACCEPTING
A PLAT OF EASEMENT FOR
PUBLIC STORM SEWER PURPOSES

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

SECTION ONE: That a Plat of Easement located along the westerly seven and one-half feet of 911 E. Jules Street, establishing a public storm sewer easement, attached hereto and made a part hereof, be and is hereby approved and accepted.

SECTION TWO: The Village President is hereby authorized and directed to execute said plat of easement, which shall be attested by the Village Clerk, on behalf of the Village of Arlington Heights.

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

AYES:

NAYS:

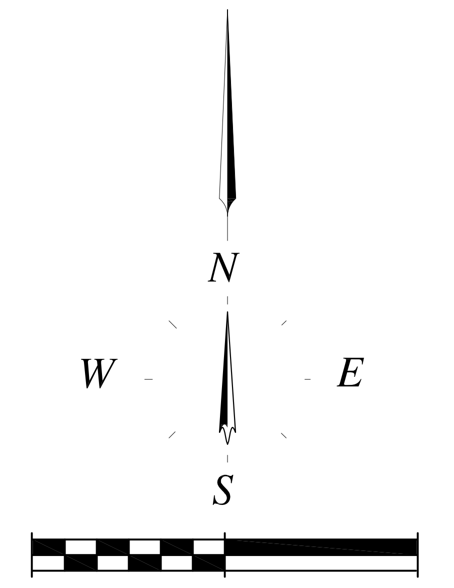
PASSED AND APPROVED this 5th day of August, 2013.

ATTEST:

____
Village President

____
Village Clerk

EASEMENTS:plat of easement – storm sewer – 911 E. Jules



Scale: 1"=30'

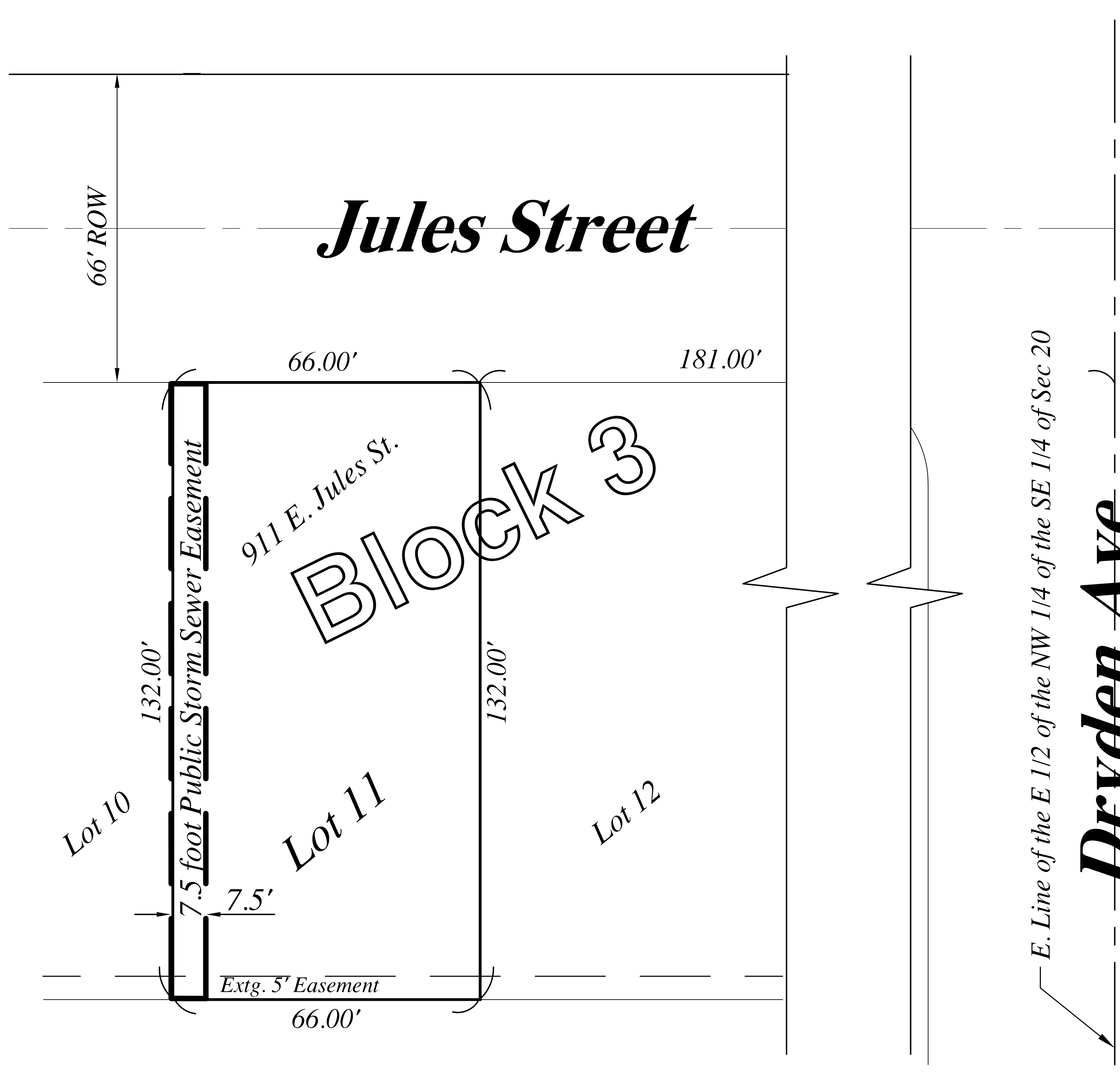
February 7th, 2013 A.D.

Plat of Easement

Public Storm Sewer

Village of Arlington Heights

THE WEST 7.5 FEET OF LOT 11 IN BLOCK 3 IN MINNECI HICKORY MEADOWS, BEING A SUBDIVISION OF THE N.W. ¼ OF THE S.E. ¼ OF SECTION 20, TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MARCH 6, 1956, AS DOCUMENT NUMBER 1654817



This Easement is hereby reserved for and granted to the Village of Arlington Heights and to its successors and assigns, over all of the areas marked "Public Storm Sewer Easement" on the plat for the perpetual right, privilege, and authority to survey, construct, reconstruct, repair, inspect, maintain and operate storm sewers and the right of access across the property for necessary men and equipment to do any of the above work. The right is also granted to trim or remove any trees, shrubs or other plants on the easement that interfere with the operation of the sewers or other utilities. No permanent buildings shall be placed on said easement. No change to the topography or stormwater management structures within the easement area shall be made without express written consent of the Director of Engineering, but same may be used for purposes that do not then or later interfere with the aforesaid uses or rights.

The owner of the property shall remain responsible for the maintenance of the Easement area and appurtenances. The Village of Arlington Heights, or its designees, shall, upon completion of any work authorized by this grant, restore the easement premises to the same or better condition than that existing prior to the beginning of work. The Village of Arlington Heights,will perform only emergency procedures as deemed necessary by the Director of Engineering of The Village of Arlington Heights

Approved by the President and Board of Trustees of The Village of Arlington Heights, Cook County, Illinois, at a meeting held the ______ day of ________________ , 2013 A.D.

By: ________________________
President

Attest: ____________________
Village Clerk

Pin # 03-20-416-013
Also Known as 911 East Jules Street
I/we ____________________, do hereby certify I am/we are the owner(s) of this property described in the above legal description and that as such owner(s) has/have caused the Easement hereon drawn to be granted to The Village of Arlington Heights, Illinois.

__________________________ __________________________
Owner Owner

State of Illinois) SS
County of Cook)

I, ______________________, a Notary Public in aforesaid County in the State aforesaid, do hereby certify that ______________________, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appear before me this day in person and acknowledged that as the owner(s) of the property described hereon, signed, sealed, and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of ______________, A.D., 2013.

____
Notary Public

State of Illinois) SS
County of Cook)

______________________________ as Mortgagee of the property described hereon does hereby consent to the Easement to The Village of Arlington Heights for the property described hereon.

By:______________________
______ President

Attest:______________________
______ Secretary

I hereby certify that I find no deferred installments of outstanding unpaid special assessments due against the above described property.

____
Village Collector

Approved this _____ day of___________, A.D., 2013 by the Director of Engineering of The Village of Arlington Heights, Illinois.

By: ______________________
James J. Massarelli, P.E.
Reg. No. 062-046110

T:\2013 Neighborhood Storm Sewer Improvements\911E-Jules.dwg

Item: Ordinance - Chapter 13 Class A B and T liquor licenses

Department: Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Class A, B, and T Liquor Licenses	Ordinance

AN ORDINANCE AMENDING CHAPTER 13 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Section 13-502 of the Arlington Heights Municipal Code, pertaining to the number of liquor licenses, is hereby amended to decrease the number of Class "A" liquor licenses authorized and to increase the number of Class "B" and "T" liquor licenses authorized, with the amended entry for Class "A," "B" and "T" liquor licenses to read as follows:

CLASS OF LICENSE	ANNUAL LICENSE FEE	NUMBER OF LICENSES AUTHORIZED
A	$3,800.00	25
B	$3,700.00	28
T	N/A	28

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

Liquor Licenses:A Decrease B-T Increase

Item: Ordinance - Chapter 16 - Prohibited and Uncontrolled Animals

Department: Legal/Police

BACKGROUND

Earlier this year, in response to requests from residents for permission to raise chickens in the Village, the Board adopted a Code amendment. The amendment was intended to make it clear that non-traditional animals were not permitted to be kept in the Village.

Recently, the Village has received inquiries asking if a pot-bellied pig and a peacock were permitted animals in the Village. Both callers were told that those animals were not permitted. As a result of these inquiries, the Code section pertaining to prohibited animals has been reviewed, and while the Code is clear, in light of continued inquiries, it is suggested the language be further modified as set forth in the attached Ordinance.

Additionally, the Police Department has raised concerns about Section 16-108, which addresses Uncontrolled Animals. Section 16-108 currently provides that if the Village impounds a dog, the owner has to pay the Village a $20 administrative fee plus $10 per day that the animal is impounded. When the owner goes to pick up the dog, the dog is released to the owners and the Village is billed by the shelter for each impounded dog. The fees collected per the current Code provision do not cover the impound costs. In other towns, the owners are responsible for paying the impound costs to the shelter when they pick up their dogs.

Accordingly, it is proposed to amend Section 16-108 of the Village Code, to require the owners, rather than the Village, to pay the impound fees as set forth in the attached Ordinance.

RECOMMENDATION

It is recommended that the Board of Trustees adopt an Ordinance Amending Sections 16-103, Prohibited Animals, and 16-108, Uncontrolled Animals, of the Arlington Heights Municipal Code.

Bid Section

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

ATTACHMENTS:

Description	Type
Chapter 16 - Prohibited and Uncontrolled Animals	Ordinance

AN ORDINANCE AMENDING CHAPTER 16
OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

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

SECTION ONE: That Chapter 16, Dog Licenses and Animal Provisions, of the Arlington Heights Municipal Code, is hereby amended as follows:

a. That Section 16-103, Prohibited Animals, is amended by adding certain language (the language being added is highlighted):

> **Section 16-103 Prohibited Animals.** It shall be unlawful for any person to keep or raise any of the following animals or fowl in any Residential District within the Village: pigs, cattle, horses, goats, sheep, or any other farm animals or similar animals, or any chickens, geese or ducks or similar fowl.

b. That Section 16-108, Uncontrolled Animals, is amended by adding and deleting certain language (the language being added is highlighted and the language being deleted is stricken):

> **Section 16-108 Uncontrolled Animals.** ~~It shall be unlawful for any~~ Any animal found to be running at large outside the property of the owner or place of residence ~~loose as~~ shall be deemed to be an uncontrolled animal. The owner of ~~the~~ any uncontrolled animal shall be responsible for its being ~~loose or~~ uncontrolled. Any uncontrolled animal may be impounded by the Village at an animal control facility designated by the Village to receive such animals. ~~Police Chief~~, ~~at the place and in the manner provided for impoundment.~~
>
> a. Impoundment Fee. No animal shall be removed from the Village-designated facility ~~pound~~ until ~~there shall be paid~~ a fee of ~~$20~~ $25 has been paid to the Village. ~~for each impounded animal~~ ~~plus a fee of $10 per day or part of a day in which the animal is impounded.~~ In addition, no animal shall be removed from the Village-designated facility until all fees owed to the facility have been paid to the facility by the owner. ~~The fee shall be paid to the Village for deposit in the Village general fund~~. Any improper removal of any animal from the ~~location provided~~ facility designated for impounding uncontrolled animals shall be considered a violation of this Section.

SECTION TWO: This Ordinance repeals all ordinances or parts of ordinances in conflict with the provisions hereof, and shall be in full force and effect from and after its passage and approval and publication in pamphlet form in the manner provided by law.

AYES:
NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

ATTEST:

____
Village President

____
Village Clerk

Item: Resolution - Intergovernmental Agreement - Pace

Department: Legal

BACKGROUND

In June 2008, the Village entered into an Intergovernmental Agreement with Pace to provide police traffic control detail and meeting room security detail at its headquarters located at 550 W. Algonquin Road. With the existing Agreement expiring this year, both parties have agreed to continue services with a new Agreement.

RECOMMENDATION

It is recommended that the Board of Trustees approve a Resolution authorizing the Village to enter into an Intergovernmental Agreement with Pace.

Bid Section

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

ATTACHMENTS:

Description	Type
Resolution - Intergovernmental Agreement - Pace	Resolution
RTA - Pace	Agreement

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE)

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and the Suburban Division of the Regional Transportation Authority (Pace), concerning services to be provided by the Arlington Heights Police Department related to traffic control detail services and meeting room security at the Pace Headquarters Facility located at 550 W. Algonquin Road, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

AGREEMENTRES: Intergovernmental Agreement RTA

7/16/13

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this ___ day of ______________ 2013, by and between the Suburban Bus Division of the Regional Transportation Authority ("Pace") and the Village of Arlington Heights ("Village") (collectively the "Parties").

WHEREAS, a cooperative intergovernmental agreement is appropriate, and the Parties are authorized to cooperate under the 1970 Constitution of the State of Illinois Article VII, Section 10; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Regional Transportation Authority Act, 70 ILCS 3615/3A.09, 3B.09; and

WHEREAS, the Parties desire safety and security at Pace Headquarters Facility located at 550 W. Algonquin Road, Arlington Heights, Illinois ("Facility"); and

WHEREAS, Pace is seeking the services of trained Arlington Heights police officers to provide traffic control detail and meeting room security detail at its Facility; and

WHEREAS, the Pace Executive Director has received authority from the Pace Board of Directors to enter into this Agreement with the Village to procure traffic control detail services and meeting room security detail services for a period of five years at a not-to-exceed cost of $216,000.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants contained herein, agree as follows:

1. *Incorporation of Recitals.* The above recitals are incorporated into this Agreement by reference as if fully set forth herein.

2. *Services.* The Arlington Heights Police Department ("Department") will provide traffic control detail services from 4:30 p.m. until 5:30 p.m., every day that the Pace Facility is open for business. Arlington Heights police officers shall be in uniform and provide traffic control detail in a safe and efficient manner.

   The Department will also provide meeting room security detail services once per month for Pace's regularly scheduled Board Meeting. Arlington Heights police officers shall arrive a minimum of one half hour before the start of the Board Meeting and remain on duty as directed by Pace, until informed by Pace that the need for their services has been completed. Additional meeting room security detail services will be arranged on an as-needed basis as determined by Pace's Administration Manager or designee and requested in writing from the Department.

   Pace understands that there is no guarantee as to the availability of the Department's officers for this service. The Department will make every effort to notify Pace in advance if there are no officers available for a particular assignment.

3. *Invoicing.* Services will be billed at the special detail rate for police officers as of the date the services are rendered. The Village will submit invoices monthly. Invoices shall show

the date of service, the names of the police officers assigned to the service, and the number of hours of service provided. Pace shall pay all invoices to the Village within 30 days after receipt thereof.

4. *Indemnification.* Except for the negligent acts of Pace, its officers, and/or employees, the Village agrees to indemnify, hold harmless, and defend Pace, its officers, and employees against all injuries, losses, claims, demands, suits, costs, fees, and expenses, including attorney's fees, which arises out of or is any way connected with this Agreement. This indemnification obligation will survive termination or expiration of this Agreement.

   Except for the negligent acts of the Village, its officers, and/or employees, Pace agrees to indemnify, hold harmless, and defend the Village, its officers, and employees against all injuries, losses, claims, demands, suits, costs, fees, and expenses, including attorney's fees, which arises out of or is any way connected with this Agreement. This indemnification obligation will survive termination or expiration of this Agreement.

5. *Term.* This Agreement shall commence on the date that the last Party signs the Agreement and except as provided in Section 5 below, shall remain in effect for five years.

6. *Termination.*

   a. Termination for Insufficient Funds. It is expressly agreed that Pace's obligation to pay for the services provided under this Agreement shall be limited to the availability of funds from (1) Pace's revenues and budget for the fiscal years covered by this Agreement and from (2) funds that may be received from the Federal Transit Administration, the Illinois Department of Transportation, the Regional Transportation Authority, and/or other funding agencies to be specifically applied for the services provided under this Agreement. In the event that Pace determines that funds are not available for these sources to pay any remaining unpaid part or parts of the Agreement, Pace's obligations to pay such unpaid part or parts of the Agreement shall be terminated immediately and Pace shall have no further obligations under the Agreement in respect to payment, with the exception of payment for authorized services already performed and costs already accrued. Pace shall notify the Village immediately upon learning that funding for not-yet-received services is no longer available.

   b. This Agreement may be terminated by either Party upon 60 days written notice sent to the other Party in accordance with Section 5 hereof.

7. *Assignment.* Neither Pace nor the Village of Arlington Heights shall assign, delegate, or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof unless as approved in writing by the other Party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

8. *Governing Law.* Any disputes that arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and Illinois law shall be applied.

9. *Entire Agreement.* This Agreement contains the entire agreement between the Parties hereto and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.

10. *Amendments.* No changes, amendments, modifications, or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the Parties.

11. *Interpretation.* Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or documents shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligation of such persons or entities in accordance with the terms and conditions of this Agreement.

12. *Force Majeure.* Neither Party shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

13. *Severability.* If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The Parties hereby agree that they would have entered into this Agreement and each section, subsection, clause or phrase hereof irrespective of the fact that any one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

14. *Ability to Perform.* The Parties hereby each represent and warrant that (a) they have the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement; (b) they have full power to execute, deliver and perform this Agreement and have taken all necessary action to authorize such execution, delivery and performance; (c) the individuals executing this Agreement are duly authorized to sign the same and bind the Parties hereto; and (d) they will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

15. *Counterparts.* This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.

16. *Records.* Each Party shall maintain, for a minimum of three years after termination of this Agreement, the records and supporting documents related to the Agreement; this Agreement shall be available for review and audit by each Party, and their internal or external auditors; and each Party shall cooperate fully with any audit and provide full access to all relevant materials.

7/16/13

17. *Notices.* Notices under this Agreement shall be sent via first-class prepaid mail to the individuals (or their respective successors) noted below:

PACE:	Village of Arlington Heights:
Chelsea Jensen Department Manager, Administration 550 W. Algonquin Road Arlington Heights, IL 60005	William C. Dixon Village Manager 33 S. Arlington Heights Road Arlington Heights, IL 60005

Notices shall be deemed received when mailed.

IN WITNESS WHEREOF, Pace and the Village of Arlington Heights have caused this Agreement to be executed by their duly authorized officers.

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY	VILLAGE OF ARLINGTON HEIGHTS
By: TLR	By:
NCZ Thomas J. Ross, Executive Director	Thomas W. Hayes, Village President
Date: 7/16/13	Date:
Attest:	Attest:

Item: Resolution - Intergovernmental Agreement - Township Bus Maintenance Agreement

Department: Public Works and Legal

BACKGROUND

Since 1987, the Village's Fleet mechanics have performed maintenance and repairs on buses owned and operated by Wheeling Township, including buses leased to the Township from PACE. At the present time, there are ten Township and PACE owned buses in this fleet, four of which are stored overnight in the Public Works garage at 222 N. Ridge Avenue.

This Agreement has been modified to increase the hourly rate charged from $52.00 to $65.00 to keep up with inflation. Additionally, the Agreement acknowledges the increase from nine to ten buses for maintenance and use of our fueling facility. This is a five-year Agreement covering all ten buses.

This Agreement has already been approved by the Wheeling Township Board.

RECOMMENDATION

It is recommended that the Village Board adopt the Resolution Approving the Intergovernmental Agreement between the Village of Arlington Heights and the Wheeling Township for maintenance of ten Township and PACE owned buses.

Bid Section

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

ATTACHMENTS:

Description	Type
IGA - Township Bus Maintenance and Storage	Resolution
Intergovernmental Agreement - Wheeling Township Bus Maintenance and Storage	Agreement

A RESOLUTION APPROVING A TOWNSHIP BUS MAINTENANCE AND STORAGE AGREEMENT WITH WHEELING TOWNSHIP

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

SECTION ONE: A certain Intergovernmental Agreement by and between the Village of Arlington Heights and Wheeling Township, regarding the storage and maintenance of Wheeling Township transportation buses, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

AGRRES:Wheeling Township Bus Agreement 2013

TOWNSHIP BUS MAINTENANCE AND STORAGE AGREEMENT

An Intergovernmental Agreement, pursuant to the authority of Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (127 ILCS 741 et. seq.) entered into this ______day of August 2013, by and between the Village of Arlington Heights, an Illinois municipal corporation (the "Village"), and Wheeling Township, a body politic and corporate (the "Township").

WHEREAS, the Township desires to store passenger buses used for transportation of senior citizens and PACE buses on property owned and operated by the Village of Arlington Heights and the Village is willing to allow such use of its property, provided that it does not incur additional costs and liability from such use, and

WHEREAS, the Township desires that routine preventative maintenance and minor repair service for these buses be provided by the Village and the Village is willing to provide such service provided that it does not incur additional costs and liability from such use, and

WHEREAS, preventative maintenance shall be defined as lube, oil, filter and inspection of buses and minor repair shall be defined as all repairs necessary to keep buses in safe operating condition not to include major engine, transmission and accident related damages or any other condition in which Fleet Services would normally contract out for repair of Village vehicles,

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree as follows:

1. The Township shall store four passenger buses at the L.A. Hanson Public Works Center, 222 North Ridge Avenue, Arlington Heights, in the area designated by the Village's Director of Public Works. The Village will make all arrangements necessary to provide the Township and its employees access to the area so as to permit scheduled use of the buses. Additional passenger buses shall be stored off site by the Township but shall be maintained by the Village.

2. The Village will provide fuel to the Township for use of ten buses for its governmental purposes, and will bill the Township for such fuel on the same terms as fuel is provided by the Village to the Park and School Districts.

3. The Village, at its sole option, will provide preventative maintenance and minor repairs to the ten Township and PACE buses, the scheduling and terms of payment for such maintenance and repairs to be as follows:

A. The Village shall be reimbursed by the Township at a rate of $65.00 per hour for its mechanic's time spent maintaining the ten buses.

B. The Township shall reimburse the Village for all parts used to maintain or repair the buses at a rate of 117% of the actual cost to cover inventory and storekeeper administrative costs.

The Village will not warrant any repairs made to Township buses, and shall not be held responsible for any opinions of the conditions of the vehicles made by individual employees.

4. The Village agrees to allow the bus drivers to wash the buses at the Public Works facility at no charge to the Township. The Village also agrees to provide a designated time for bus washing as long as it does not interfere with emergency response activities of the Public Works Department or the Village.

5. The Township shall provide to the Village a certificate of insurance as evidence that the Township maintains auto liability insurance covering the buses to be stored on the Village property, which insurance shall include personal injury and property damage coverage with limits satisfactory to the Village.

6. The Township, in consideration for the covenants of the Village herein, hereby agrees to indemnify the Village, its officers and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, for bodily injury, death, or for property damage, including loss of use, occurring as a result of any act or omission of the Township arising under this agreement.

7. This Agreement shall terminate five years from the date of approval in paragraph one. At that time, either party may initiate the approval of a new agreement as agreed to by both parties. Before this termination date, either party may request in writing a change to the terms of the Agreement. The Agreement shall not be changed until both parties agree in writing to such a change.

8. All notices, payments and other instruments required or permitted to be served shall be deemed to have been sufficiently served if delivered or mailed to the following:

Village of Arlington Heights	Wheeling Township
Village Manager	Supervisor
33 S. Arlington Heights Road	1616 N. Arlington Heights Road
Arlington Heights, IL 60005	Arlington Heights, IL 60004

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

WHEELING TOWNSHIP	VILLAGE OF ARLINGTON HEIGHTS
By ______________________________	By______________________________
Title______________________________	Title______________________________

Item: Resolution - Intergovernmental Agreement - Commuter Drive - Eng Phase II Services

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Intergovernmental Agreement - Phase II - Commuter Drive	Resolution
IGA - Commuter Drive - Phase II	Agreement

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR "COMMUTER DRIVE" – BIKEPATH AND ROADWAY ENGINEERING PHASE II SERVICES WITH THE CITY OF ROLLING MEADOWS

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and the City of Rolling Meadows, related to Phase II engineering services for proposed bikeway path and roadway improvements located between Rohlwing Road and the Arlington Park Train Station, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

ATTEST: ______________________________ Village President

____
Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR
"COMMUTER DRIVE" - BIKEPATH AND ROADWAY ENGINEERING
PHASE II SERVICES

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

WITNESSETH

WHEREAS, the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

WHEREAS, the City has obtained Congestion Mitigation and Air Quality (CMAQ) federal funding assistance for the installation of a bikepath along the roadway known as "Commuter Drive" (between Rohlwing Road and the Arlington Park Train Station), and has obtained Surface Transportation Program (STP) federal funding assistance programmed for proposed roadway improvements to said roadway; and

WHEREAS, Commuter Drive roadway and easements are located within both the corporate limits of the Village and the City, and the roadway provides access benefits to the Arlington Park Commuter Train Station for residents of both, and other Communities; and

WHEREAS, the necessary engineering services for the proposed bikepath improvements and proposed roadway improvements may be approached more effectively and economically with both municipalities cooperating and using their joint efforts and resources; and

WHEREAS, the Village and the City want to improve Commuter Drive for safe bikeway use and for safe motor vehicle use; and

WHEREAS, the City has secured the services of an Engineering consultant to perform Phase II Preliminary Engineering work for the proposed bikepath, and desires to do the same for the proposed roadway improvements; and

WHEREAS, it is believed to be in the best interests of the Village and the City to share equally in the cost of Phase II engineering design services for the proposed improvements to bikepath and roadway; and

WHEREAS, this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

SECTION ONE: All matter set forth in the Recitals of this Agreement, are expressly made a part of this Agreement.

SECTION TWO: The City, in consideration for this Agreement, hereby agrees to enter into a contract for Phase II engineering design services for the proposed Commuter Drive bikepath development, and for the proposed Commuter Drive roadway improvements, at an estimated cost of $64,730.92 and $57,519.48 respectively.

SECTION THREE: The City and Village shall review the proposed Agreement for Phase II Engineering Design Services to ensure that the scope of all work is per project specifications, and scope of services; as presented within written proposal for services, unit prices, and quantities; and acceptable and agreed to by both the Village and City Engineers.

SECTION FOUR: The Village, in consideration for this Agreement, hereby agrees to pay for its portion of the engineering services, to the City of Rolling Meadows, upon completion of the Phase II engineering services, and upon receipt of appropriate documentation from the contractor and approval by the Village Engineer; said approvals shall not be unreasonably withheld.

SECTION FIVE: All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

SECTION SIX: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION SEVEN: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

SECTION EIGHT: This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

SECTION NINE: If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

SECTION TEN: This Agreement shall be in effect and this agreement shall be established when executed by the Village and the City.

SECTION ELEVEN: This agreement may be terminated by a majority vote of the corporate authorities of either municipality and sending a copy of the terminating resolution to the other municipality. Costs incurred by the City up until the date of termination are to be shared equally and paid by the Village within thirty (30) days of termination.

SECTION TWELVE: This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ___ day of _________________ 2013.

CITY OF ROLLING MEADOWS	**VILLAGE OF ARLINGTON HEIGHTS**
______________________________	______________________________
Mayor	Village President
ATTEST:	**ATTEST:**
______________________________	______________________________
Deputy City Clerk	Village Clerk

Item: Resolution - Intergovernmental Agreement - Commuter Drive - Engineering Phase III Services

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Resolution - Intergovernmental Agreement - Phase III	Resolution
IGA - Commuter Drive - Phase III	Agreement

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR "COMMUTER DRIVE" – BIKEWAY PATH AND ROADWAY ENGINEERING PHASE III CONSTRUCTION MANAGEMENT SERVICES, LAND ACQUISITION AND CONSTRUCTION COSTS WITH THE CITY OF ROLLING MEADOWS

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

SECTION ONE: A certain intergovernmental agreement by and between the Village of Arlington Heights and the City of Rolling Meadows, related to Phase III engineering services, land acquisition and constructions costs for proposed bikeway path and roadway improvements located between Rohlwing Road and the Arlington Park Train Station, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

AGREEMENTRES: Intergovernmental Agreement Rolling Meadows bike path Phase III

**INTERGOVERNMENTAL AGREEMENT FOR
"COMMUTER DRIVE" - BIKEPATH AND ROADWAY ENGINEERING
PHASE III SERVICES, LAND ACQUISITION, AND CONSTRUCTION COSTS**

THIS AGREEMENT entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

WITNESSETH

WHEREAS, the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

WHEREAS, the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

WHEREAS, the City has obtained Congestion Mitigation and Air Quality (CMAQ) federal funding assistance for the installation of a bikepath along the roadway known as "Commuter Drive" (between Rohlwing Road and the Arlington Park Train Station), and has obtained Surface Transportation Program (STP) federal funding assistance programmed for proposed roadway improvements to said roadway; and

WHEREAS, Commuter Drive roadway and easements are located within both the corporate limits of the Village and the City, and the roadway provides access benefits to the Arlington Park Commuter Train Station for residents of both, and other communities; and

WHEREAS, the necessary engineering services for the proposed bikepath improvements and proposed roadway improvements may be approached more effectively and economically with both municipalities cooperating and using their joint efforts and resources; and

WHEREAS, the Village and the City want to improve Commuter Drive for safe bikeway use and for safe motor vehicle use; and

WHEREAS, the City will secure the services of an Engineering consultant to perform Phase III Construction Engineering work for the proposed bikepath, and desires to do the same for the proposed roadway improvements; and

WHEREAS, the City and the Village desire to share equally in the cost of land acquisition and construction costs that is to be the responsibility of the "local agency" per the terms and the conditions of the Local Agency Agreement with the Illinois Department of Transportation, and identified within the project engineer's "Probable Estimate of Construction Costs" (see "Attachment A"); and

WHEREAS, it is believed to be in the best interests of the Village and the City to share equally in the cost of construction and Phase III construction engineering design services, and land acquisition construction costs for the proposed improvements to bikepath and roadway; and

WHEREAS, this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

SECTION ONE: All matter set forth in the Recitals of this Agreement, are expressly made a part of this Agreement.

SECTION TWO: The City, in consideration for this Agreement, hereby agrees as follows:

A. To enter into an Agreement with the State of Illinois Department of Transportation "Local Agency Agreement" for Phase III bikepath and roadway construction inspection services for the proposed Commuter Drive bikepath development, and for the proposed Commuter Drive roadway improvements, at an estimated total cost of $145,569.51 (with 20% of costs to be paid by the local agency).

B. To enter into an Agreement with the State of Illinois Department of Transportation "Local Agency Agreement" for said bikepath and roadway Land Acquisition costs ($344,000 estimate, 20% to be paid by local agency).

C. To enter into an Agreement with the State of Illinois Department of Transportation "Local Agency Agreement" for said bikepath construction costs, ($570,307 estimate) for bikepath, with 20% to be funded by the local agency; and ($960,056 estimate) for roadway construction costs, with 20% to be funded by the local agency.

   The "local agency" costs are to be shared equally between the City of Rolling Meadows and the Village of Arlington Heights, for both bikepath and roadway construction.

D. To ensure that all work is performed properly.

SECTION THREE: The Village and the City agree that the scope of all work is per project specifications, and scope of services; as presented within written proposal for services, unit prices, and quantities; and acceptable and agreed to by both the Village and City Engineers.

SECTION FOUR: The Village, in consideration for this Agreement, hereby agrees to pay for its portion of the engineering services, land acquisition, and construction costs to the City of Rolling Meadows, upon completion of said Phase III construction engineering inspection services, the land acquisition costs and the construction costs, and upon receipt of appropriate documentation from the contractor and/or IDOT, and approval by the Village Engineer; said approvals shall not be unreasonably withheld.

SECTION FIVE: All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

SECTION SIX: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION SEVEN: Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

SECTION EIGHT: This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

SECTION NINE: If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

SECTION TEN: This agreement shall be in effect and this agreement shall be established when executed by the Village and the City. Unless otherwise terminated, this agreement shall be effective until June 30, 2014, or terminated earlier if said project engineering is completed and closed prior to said date, or if the projects are terminated by mutual agreement of both parties.

SECTION ELEVEN: This agreement may be terminated by a majority vote of the corporate authorities of either municipality and sending a copy of the terminating ordinance to the other municipality. Costs incurred by the City up until the date of termination are to be shared equally and paid by the Village within thirty (30) days of termination.

SECTION TWELVE: This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this ____ day of ________ 2013.

CITY OF ROLLING MEADOWS	**VILLAGE OF ARLINGTON HEIGHTS**
______________________________	______________________________
Mayor	Village President
ATTEST:	**ATTEST:**
______________________________	______________________________
Deputy City Clerk	Village Clerk

Item: Resolution - Intergovernmental Real Estate Exchange Agreement - Commuter Drive

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Resolution - Real Estate Exchange Agreement	Resolution
Real Estate Exchange Agreement	Agreement

<u>A RESOLUTION APPROVING AN</u>
<u>INTERGOVERNMENTAL REAL ESTATE</u>
<u>EXCHANGE AGREEMENTWITH THE</u>
<u>CITY OF ROLLING MEADOWS AND</u>
<u>ARLINGTON PARK RACECPOURSE</u>

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

SECTION ONE: A certain intergovernmental real estate exchange agreement by and between the Village of Arlington Heights, the City of Rolling Meadows and Arlington Park Racecourse, regarding the installation of a bikeway path along Commuter Drive, between Rohlwing Road and the Arlington Park Train Station, a true and correct copy of which is attached hereto, be and the same is hereby approved.

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

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law and shall be recorded in the Office of the Recorder of Cook County, Illinois.

AYES:
NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

____
Village President

ATTEST:

____
Village Clerk

AN INTERGOVERNMENTAL
REAL ESTATE EXCHANGE AGREEMENT

This INTERGOVERNMENTAL REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is made and entered into this 1st day of August, 2013, by and between the VILLAGE OF ARLINGTON HEIGHTS, hereinafter referred to as (the "Village"), the CITY of ROLLING MEADOWS, hereinafter referred to as (the "City") and ARLINGTON PARK RACECOURSE, LLC, hereinafter referred to as (the "Arlington Park") hereinafter referred to collectively as the "Parties".

RECITALS:

A. The Village and the City are both Illinois Home Rule municipalities pursuant to Art. VII, Section 6 of the Illinois Constitution.

B. Arlington Park is an Illinois Limited Liability Company duly organized and in good standing in the State of Illinois.

C. The Parties are authorized and empowered to enter into this Agreement pursuant to the authority of Article VII, Section 10 of the Illinois Constitution and the Village and the City are authorized and empowered to enter into this Agreement pursuant to Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3).

D. The Village of Arlington Heights is the record title holder of a fee simple estate in and to the vacant parcel of real estate located in Arlington Heights, Illinois, and which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the real estate is referred to as the "Village Property").

E. Arlington Park is the record title holder and fee simple owner in and to the vacant parcels of real estate located in the City and the Village and which real estate is legally described in Exhibit "B" attached hereto and by this reference made a part hereof. (The real estate is referenced to as the "Arlington Park Property").

F. The Village desires to convey to Arlington Park and Arlington Park desires to acquire from the Village, all of the Village's right, title and interest in and to the Village Property and all privileges, easements, covenants, agreements, rights, and appurtenances thereunto belonging or appertaining free and clear of all liens, claims and encumbrances and subject to the terms, conditions and provisions set forth in this Agreement, in exchange for all of Arlington Park's right, title and interest in the certain vacant like-kind Arlington Park Property.

G. Arlington Park desires to grant an easement to the Village over and along a portion of the property legally described in Exhibit "A" for flood control facilities which easement area is legally described in the attached Exhibit "C".

H. Arlington Park desires to convey to the Village and the Village desires to acquire from Arlington Park, all of Arlington Park's right, title and interest in and to the Arlington Park Property and all privileges, easements, covenants, agreements, rights, and appurtenances thereunto belonging or appertaining free and clear of all liens, claims and encumbrances and subject to the terms, conditions and provisions set forth in this Agreement, in exchange for all of the Village's right, title and interest in the certain vacant like-kind Village Property.

I. Upon the Village acquiring the property legally described in the attached Exhibit "D", the Village desires to donate and convey to the City and the City desires to accept and acquire from the Village, all of the Village's right, title and interest in and to the property legally described in the attached Exhibit "D" and all privileges, easements, covenants, agreements, rights, and appurtenances thereunto belonging or appertaining free and clear of all liens, claims and encumbrances and subject to the terms, conditions and provisions set forth in this Agreement.

J. The Village and Arlington Park have entered into this Agreement with the mutual understanding and intent that the transaction contemplated hereby be consummated as an exchange of like-kind property qualifying under the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein contained, the Parties agree as follows:

ARTICLE 1

ADDITIONAL DEFINITIONS AND REFERENCES

1.1 As used herein, the following terms shall have the respective meanings indicated below:

Agreed Value: The value attributed by the Parties to the Village Property or the Arlington Park Property, as appropriate.

Agreement: This Real Estate Exchange Agreement.

Arlington Park Property: The vacant like-kind property owned by Arlington Park, legally described in Exhibit B, to be exchanged for the Village Property as legally described in Exhibit A.

Arlington Park Property Survey: A plat of survey for the Arlington Park Property drawn in accordance with the provisions of Section 3.4.

City Donated Property: The property owned by the Union Pacific Railroad Company legally described in the attached Ex. E to be conveyed to the City and donated and conveyed by the City to the Village.

City Donated Property Survey: A Plat of survey for the City Donated Property drawn in accordance with Section 5.4.

Code: The Internal Revenue Code of 1986, as amended.

Commitment: The commitment for title insurance for the Village Property or the Arlington Park Property herein described, as appropriate.

Easement: The non-exclusive perpetual easement in a form acceptable to the Village and Arlington Park, over a portion of the property legally described in Exhibit "A" and reserved by the Village in the Plat of Vacation for the installation, maintenance, repair and replacement of flood control facilities, which easement area is legally described in the attached Exhibit "C".

Escrow: The escrow or escrows established by Village and Arlington Park with the Escrowee to effect the transactions contemplated hereby.

Escrowee: Wheatland Title Guaranty Company.

Escrow Instructions: The instructions executed by the Parties to the Escrow to affect the Exchange and/or the conveyance of the Village Property and the Arlington Park Property hereunder.

Exchange: The like-kind exchange by Village and Arlington Park contemplated hereunder.

Ordinance: A recordable Ordinance adopted by the Village approving of the Village entering into this Agreement and of the conveyance of the Village Property to Arlington Park in exchange for Arlington Park conveying the Arlington Park Property and granting the Easement to the Village.

Plats of Dedication: Two (2) recordable Plats of Dedication conveying the Arlington Park Property to the Village, which Plats of Dedication shall be recorded with the Cook County Recorder of Deeds.

Plat of Vacation: A recordable Plat of Vacation conveying the Village Property to Arlington Park, and reserving to the Village the Easement which Plat of Vacation shall be recorded with the Cook County Recorder of Deeds.

Permitted Exceptions: Those liens, encumbrances, restrictions, exceptions and other matters relating to the Village Property, the Arlington Park Property and the Village Donated Property all as more particularly specified in Sections 2.2, 2.3 and 2.4.

Village Donated Property: The property owned by Arlington Park legally described in the attached Exhibit D to be conveyed to the Village and donated and conveyed by the Village to the City.

Village Property: The vacant like-kind property owned by the Village legally described in Exhibit A, to be exchanged for the Arlington Park Property as legally described in Exhibit B.

Village Property Survey: A plat of survey for the Village Property drawn in accordance with the provisions of Section 3.3.

Title Insurer: Wheatland Title Guaranty Company.

References: Except as otherwise specifically indicated, all references to Section and Subsection numbers refer to Sections and Subsections of this Agreement, and all references to Exhibits refer to the Exhibits attached hereto. The words "hereby", "herein", "hereof", "hereto", "hereunder", "hereafter", and words of similar import refer to this Agreement as a whole and not to any particular Section or Subsection hereof. The word "hereafter" shall mean after, and the term "heretofore" shall mean before the date of this Agreement. Captions used herein are convenience only and shall not be used to construe the meaning of any part of this Agreement.

1.3 Incorporation of Recitals. The Recitals, definitions and Exhibits described and set forth above are incorporated herein as the agreement and understanding of the Parties.

ARTICLE 2

AGREEMENT TO EXCHANGE

2.1 Agreement to Exchange. The Village and Arlington Park have entered into this Agreement with the mutual intent that the transaction contemplated hereby to be consummated through an exchange of like-kind property qualifying under the provisions of Section 1031 of the Code (the "Like-Kind Exchange"). Arlington Park agrees to acquire, and the Village agrees to convey, the Village Property and all privileges, easements, covenants, agreements, rights and appurtenances on the terms and conditions herein contained. The Village agrees to acquire, and Arlington Park agrees to convey the Arlington Park Property and all privileges, easements, covenants, agreements, rights and appurtenances on the terms and conditions herein contained. The Village agrees to convey the Village Property to Arlington Park for the Agreed Value of Two Hundred Thirty Three Thousand Two Hundred Sixty Three and 80/100 Dollars ($233,263.80). Arlington Park agrees to convey the Arlington Park Property to the Village for the Agreed Value of $233,263.80. It is acknowledged that the Agreed Value of each vacant property to be exchanged hereunder shall be $233,263.80, which amount may be sometimes referred to herein as the "Purchase Price" for a property.

2.2 Conveyance of the Village Property. The Village agrees to convey or cause the Village Property to be conveyed to Arlington Park, by recordable Ordinance and Plat of Vacation subject only to the following "Village Property Permitted Exceptions":

(a) the title exceptions described in Exhibit E provided that such title exceptions must be without reverter or forfeiture provisions (or provided that the Title Insurer endorses over any reverter or forfeiture provisions);

(b) building and zoning laws and ordinances; and

(c) acts done or suffered by or judgments against Arlington Park, or anyone claiming by, through or under Arlington Park.

2.3 Conveyance of the Arlington Park Property. Arlington Park agrees to convey or cause the Arlington Park Property to be conveyed to the Village, by the Plats of Dedication subject only to the following "Arlington Park Property Permitted Exceptions":

(a) general real estate taxes not due and payable as of the Closing Date, if any;

(b) the title exceptions described in Exhibit F attached hereto provided that such title exceptions must be without reverter or forfeiture provisions (or provided that the Title Insurer endorses over any reverter or forfeiture provisions);

(c) building and zoning laws and ordinances; and

(d) acts done or suffered by or judgments against the Village, or anyone claiming by, through or under the Village.

2.4 Conveyance of Village Donated Property. The Village agrees to convey or cause the Village Donated Property to be conveyed to the City, by recordable Plat of Dedication subject only to the following "Village Donated Property Permitted Exceptions":

(a) general real estate taxes not due and payable as of the Closing Date, if any;

(b) the title exceptions described in Exhibit G provided that such title exceptions must be without reverter or forfeiture provisions (or provided that the Title Insurer endorses over any reverter or forfeiture provisions);

(c) building and zoning laws and ordinances; and

(d) acts done or suffered by or judgments against the City, or anyone claiming by, through or under the City.

2.5 Reservation of Easement. Arlington Park agrees to the Village reserving an Easement on the Plat of Vacation.

2.6 Village Conditions for Closing. The Village's obligation to convey the Village Property to Arlington Park and to acquire the Arlington Park Property is expressly conditioned upon (1) the Illinois Department of Transportation ("IDOT") certifying the Village's acquisition of the Arlington Park Property complies with all applicable federal and state laws and regulations and IDOT's land acquisition guidelines, policies and procedures and (2) the City of Rolling Meadows acquiring a portion of Union Pacific Railroad's property adjacent to Commuter Drive which is part of the overall Commuter Drive Roadway Improvement Project. The Parties agree to execute and deliver to the Village any and all documents required by IDOT to certify the Village's acquisition of the Arlington Park Property.

2.7 Commuter Drive Project. Upon completing the transaction contemplated herein, the City will enter into contracts to construct certain improvements along Commuter Drive and immediately adjacent to Arlington Park's race facilities (the "Commuter Drive Project"). The City acknowledges, based on information provided by Arlington Park, that the noise associated with construction projects like the Commuter Drive Project can be disruptive to race horses, which could place the horses and their handlers in jeopardy of bodily injury and accordingly, the City hereby covenants and agrees so as not to disturb the horses and horse handlers that will be utilizing the Arlington Park practice track and the northeast stables (as shown on Exhibit H that the City will not cause or permit to be commenced any construction work in connection with the Commuter Drive Project until after the Arlington Park 2013 race season had ended (September 30, 2013); and (i) all construction work (including, without limitation all resurfacing work) along that portion of Commuter Drive adjacent to Arlington Park's northeast stables (as shown on Exhibit _H__) will be completed prior to the commencement of the Arlington Park 2014 race season (approximately April 7, 2014) and (ii) no construction work of any kind (including, without limitation all resurfacing work) will take place adjacent to the practice track prior to 10:30 a.m. any day that Arlington Park is open and in operation during the 2014 race season. The City shall include the foregoing construction restrictions in any contracts entered into with contractors or vendors in connection with the Commuter Drive Project. Further, because of the difficulty of determining the specific scope and schedule of the Commuter Drive Project at the time of executing this Agreement, the City covenants and agrees to contact Tom Musielak of Arlington Park at (847) 385-7743 at least 48 hours in advance to coordinate any construction activities along the practice track and northeast stables (as shown on Exhibit __H__). Notwithstanding anything contained in this Agreement to the contrary, this Section 2.7 shall survive Closing.

ARTICLE 3

TITLE AND SURVEY REQUIREMENTS

3.1 Title Insurance for the Village Property. Within fifteen (15) days after the date hereof, the Village, at its sole cost and expense, shall deliver, or cause to be delivered, to Arlington Park, or Arlington Park's attorney, a Commitment for an ALTA Owner's Policy Form B-2006 issued by the Title Insurer, which Commitment shall be in the amount of the Purchase Price, covering title to the Village Property, showing title in the Village subject only to (a) the Village Property Permitted Exceptions, and (b) title exceptions which may be removed by the payment of money prior to or at the time of the Closing Date and which the Village shall so remove prior to or at the time of Closing by using its funds. The Commitment shall be conclusive evidence of good title as therein shown, subject only to the Village Permitted Exceptions. If the Commitment discloses title exceptions other than the Village's Permitted Exceptions, the Village shall have fifteen (15) days from the date of delivery thereof to have said exceptions removed from the Commitment at its sole cost or to have the Title Insurer issue its endorsement insuring against damages or losses caused by said exceptions. If the Village fails to have said exceptions removed or insured against within said time, Arlington Park may terminate this Agreement and the Escrow, or may elect, upon giving notice to the Village within seven (7) days after the expiration of said fifteen (15) day period (a) to accept title as it then is, or (b) at its own cost to have the Title Insurer issue its endorsement(s) insuring against damages or losses caused by said exceptions. If Arlington Park does not so elect, this Agreement shall become null and void without further action of the Parties unless mutually agreed to the contrary.

3.2 Title Insurance for Arlington Park Property. Within fifteen (15) days after the date hereof, Arlington Park, at its sole cost and expense, shall deliver, or cause to be delivered, to the Village, or the Village's attorney, a Commitment for an ALTA Owner's Policy Form 2006 issued by the Title Insurer, which Commitment shall be in the amount of the Purchase Price, covering title to the Arlington Park Property, showing title in Arlington Park, subject only to (a) the Arlington Park Property Permitted Exceptions, and (b) title exceptions which may be removed by the payment of money prior to or at the time of the Closing Date and which Arlington Park shall so remove prior to or at the time of Closing by using its funds. The Commitment shall be conclusive evidence of good title as therein shown, subject only to the Arlington Park Permitted Title Exceptions. If the Commitment discloses title exceptions other than the Arlington Park Permitted Title Exceptions, Arlington Park shall have fifteen (15) days from the date of delivery thereof to have said exceptions removed from the Commitment at its sole cost or to have the Title Insurer issue its endorsement insuring against damages or losses caused by said exceptions. If Arlington Park fails to have said exceptions removed or insured against within said time, the Village may terminate this Agreement and the Escrow, or may elect, upon giving notice to Arlington Park within seven (7) days after the expiration of said fifteen (15) day period (a) to accept title as it then is, or (b) at its sole cost to have the Title Insurer issue its endorsement(s) insuring against damages or losses caused by said exceptions. If the Village does not so elect, this Agreement shall become null and void without further action of the Parties unless mutually agreed to the contrary.

3.3 The Village Property Survey. Within thirty (30) days after the date hereof, the Village, at its sole cost and expense, shall deliver, or cause to be delivered, a Survey of the Village Property prepared by John H. Sweet in accordance with current ALTA/ACSM standards and certified to Arlington Park and the Title Insurer.

3.4 Arlington Park Property Survey. Within thirty (30) days after the date hereof, Arlington Park, at its sole cost and expense, shall deliver, or cause to be delivered, a Survey of the Arlington Park Property prepared by John H. Sweet in accordance with current ALTA/ACSM standards and certified to the Village and the Title Insurer.

ARTICLE 4

PAYMENT OF PURCHASE PRICE

4.1 Purchase Price for the Village Property. The Purchase Price, plus or minus prorations as set forth in Section 7.1, shall be paid for the Village Property by Arlington Park as follows:

(a) No earnest money is required hereunder; and

(b) The conveyance, at Closing, of the Arlington Park Property free and clear of all liens, claims and encumbrances other than Arlington Park Property Permitted Exceptions and any other exceptions accepted by the Village pursuant to Section 3.1 herein, to the Village as required hereunder.

4.2 Purchase Price for the Arlington Park Property. The Purchase Price, plus or minus prorations, as set forth in Section 7.1, shall be paid for the Arlington Park Property by the Village as follows:

(a) No earnest money is required hereunder; and

(b) The conveyance, at Closing, of the Village Property free and clear of all liens, claims and encumbrances other than Village Property Permitted Exceptions to Arlington Park and any other exceptions accepted by Arlington Park pursuant to Section 3.2 as required hereunder.

ARTICLE 5

ESCROW AND CLOSING PROVISIONS

5.1 Escrow and Closing. After the satisfaction or waiver of any expressed condition described herein and within ten (10) days after written request of either Village or Arlington Park, but in all events on or before September 2, 2013, said Parties shall close this transaction through their respective attorneys, by establishing the Escrow with the Escrowee. The Escrow Instructions shall conform with the provisions of the usual form of instructions for deed and money escrows then in use by the Escrowee with such additional provisions included therein as may be required to conform with the terms of this Agreement, and provisions requiring that the Title Insurer unconditionally commit to issue an ALTA Owner's Policy of Title Insurance (2006 Form) with full extended coverage over all general title exceptions contained in such policy, delivered in due course by the Title Insurer after Closing, to be issued consistent with this Agreement to the respective Parties. The attorneys for the respective Parties may execute the Escrow Instructions, it being the intention of the Parties that should there be any conflict between the terms of this Agreement and the terms of the Escrow Instructions, the terms of this Agreement shall control.

5.2 Escrow and Closing Deposits. The terms of the Escrow shall be substantially as follows:

(a) The Village shall deposit in the Escrow:

i. the Plat of Vacation with a certified copy of the Village's Ordinance referred to above approving the vacation of the Village Property and providing for the title to vest in Arlington Park or Arlington Park's designated nominee with sufficient copies for recording;

ii. the Village Property Survey;

iii. a certificate from Village to Arlington Park certifying that each of the representations and warranties contained in Article 6.1, as of the Closing Date, are true and correct;

iv. an Affidavit of Title for the Village Property in customary form executed by the Village;

v. an ALTA Statement for the Village Property;

vi. an Affidavit to establish that the Village is not a foreign person for purposes of section 1445 of the Code;

vii. any other documents as may be reasonably required by the Title Insurer or counsel for Arlington Park in order to consummate the transaction described herein.

(b) Arlington Park shall deposit in Escrow:

i. The Plat of Dedication referred to above from Arlington Park to the Village;

ii. The Arlington Park Property Survey;

iii. A certificate from Arlington Park to the Village certifying that each of the representations and warranties contained in Article 6.2, as of the Closing Date are true and correct;

iv. An Affidavit of Title for the Arlington Park Property in customary form required by IDOT executed by Arlington Park;

v. An ALTA Statement for the Arlington Park Property;

vi. An Affidavit to establish that Arlington Park is not a foreign person for purposes of section 1445 of the Code;

vii. Any other documents as may be reasonably required by the Title Insurer, IDOT or counsel for the Village in order for IDOT to certify the Village's acquisition of the Arlington Park Property and for the Village to consummate the transaction described herein;

(c) The Village and Arlington Park shall jointly deposit in the Escrow an agreed proration statement for the Village property and for the Arlington Park Property and certificates complying with the provisions of Illinois, Cook County and local law applicable to the determination of State, County and local transfer or documentary stamp taxes, if required.

5.3 Conveyance of Village Donated Property.

A. Title Insurance for the Village Property. Within fifteen (15) days after the Closing Date of the escrow as provided in Section 5.2 above, the Village, at its sole cost and expense, shall deliver, or cause to be delivered, to the City, or the City's attorney, a Commitment for an ALTA Owner's Policy Form B-2006 issued by the Title Insurer, which Commitment shall be in the amount of $160,000.00, covering title to the Village Donated Property, showing title in the Village subject only to (a) the Village Donated Property Permitted Exceptions, and (b) title exceptions which may be removed by the payment of money prior to or at the time of the Closing Date and which the Village shall so remove prior to or at the time of Closing by using its funds. The Commitment shall be conclusive evidence of good title as therein shown, subject only to the Village Donated Property Permitted Exceptions. If the Commitment discloses title exceptions other than the Village Donated Property Permitted Exceptions, the Village shall have fifteen (15) days from the date of delivery thereof to have said exceptions removed from the Commitment or to have the Title Insurer issue its endorsement insuring against damages or losses caused by said exceptions. If the Village fails to have said exceptions removed or insured against within said time, the City may elect not to acquire the Village Donated Property or, upon giving notice to the Village within seven (7) days after the expiration of said fifteen (15) day period (a) to accept title as it then is, or (b) to have the Title Insurer issue its endorsement(s) insuring against damages or losses caused by said exceptions.

B. The Village Donated Property Survey. A Survey of the Village Donated Property prepared by John H. Sweet in accordance with current ALTA/ACSM standards and certified to the City.

C. Prorations. The following items shall be prorated and adjusted as of the Closing Date:

(1) General real estate taxes, if any, shall be prorated on the basis of the most recent ascertainable assessments, equalization factor and tax rate, and the tax bills for the years so prorated shall be prorated upon and on the basis of the final real estate tax

bills for said years. Such adjustment shall be effected not later than ten (10) days after demand by the party to whom a credit is due; and

(2) Any other item or items customarily adjusted or prorated in a transaction of this type.

D. Closing of Village Donated Property. Within thirty (30) days following the closing of the escrow as provided in Section 5.2 hereof, the Village shall convey to the City the Village Donated Property by recordable Warranty Deed, subject only to the Village Donated Property Permitted Exceptions. The Village shall also provide the City with an Affidavit of Title covering the Closing Date, ALTA Statements and any other customary forms.

5.4 Conveyance of City Donated Property.

A. Title Insurance for the City Property. Within fifteen (15) days after the City acquires the City Donated Property, the City, at its sole cost and expense, shall deliver, or cause to be delivered, to the Village, or the Village's attorney, a Commitment for an ALTA Owner's Policy Form B-2006 issued by the Title Insurer, which Commitment shall be in the amount of $74,000.00, covering title to the City Donated Property, showing title in the City subject only to (a) a grant dated October 16, 1958 and recorded October 20, 1958 as Document No. 17350763 made by Chicago and Northwestern Railway Company to The Metropolitan Sanitary District of Greater Chicago recorded in the Cook County Recorder's Office, (b) an Easement Agreement dated August 7, 1973 and recorded December 10, 1973 as Document No. 22566712 made by Chicago and Northwestern Transportation Company to The Metropolitan Sanitary District of Greater Chicago recorded in the Cook County Recorder's Office, and (c) title exceptions which may be removed by the payment of money prior to or at the time of the Closing Date and which the City shall so remove prior to or at the time of Closing by using its funds ("Permitted Exceptions"). The Commitment shall be conclusive evidence of good title as therein shown, subject only to the Permitted Exceptions. If the Commitment discloses title exceptions other than the Permitted Exceptions, the City shall have fifteen (15) days from the date of delivery thereof to have said exceptions removed from the Commitment or to have the Title Insurer issue its endorsement insuring against damages or losses caused by said exceptions. If the City fails to have said exceptions removed or insured against within said time, the Village may elect not to acquire the City Donated Property or, upon giving notice to the City within seven (7) days after the expiration of said fifteen (15) day period (a) to accept title as it then is, or (b) to have the Title Insurer issue its endorsement(s) insuring against damages or losses caused by said exceptions.

B. The City Donated Property Survey. A Survey of the Village Donated Property prepared by John H. Sweet in accordance with current ALTA/ACSM standards and certified to the Village.

C. Prorations. The Village and the City shall prorate any item or items customarily adjusted or prorated in a transaction of this type.

D. Closing of City Donated Property. Within thirty (30) days following the closing of the City's acquisition of the City Donated Property, the City shall convey to the Village the City Donated Property by recordable Plat of Dedication, subject only to the Permitted Exceptions. The City shall also provide the Village with an Affidavit of Title covering the Closing Date, ALTA Statements and any other customary forms.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Village. The Village represents and warrants to Arlington Park that:

(a) The Village, and any agent thereof, has not received any notices from any governmental authority concerning (i) the possible widening of streets abutting the Village Property or concerning the imposition of any special taxes or assessments, (ii) a change in the zoning classification of the Village Property, or (iii) a change in the tax assessment of the Village Property;

(b) The Village has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed hereunder;

(c) Neither execution nor delivery of this Agreement, consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Village is a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation of a lien, claim, charge or encumbrance other than a Village Property Permitted Exception on the Village Property; this Agreement is valid and enforceable in accordance with its terms and each instrument executed and delivered by the Village pursuant hereto shall be valid and enforceable in accordance with its terms;

(d) No labor, material or services have been furnished by or at the direction of the Village, in, on or about the Village Property or any part thereof as a result of which any mechanics, laborers' or materialmen's liens or claims thereof might arise other than inchoate liens for current work for which payments are not yet due;

(e) There is no pending or threatened litigation, or like proceedings before any governmental agency, which, if successfully pursued, could result in adverse change in the condition of the Village Property;

(f) The information to be furnished by the Village upon which the computation of prorations is based shall be true, correct and complete in all respects;

(g) The Village has not received any notice with respect to, nor does the Village have any knowledge of any fire, health, safety, building, pollution, environmental, zoning or other violation of law respecting the Village Property, which have not been entirely corrected; and

(h) The Village has not used or knowingly and expressly permitted any tenant, occupant or licensee to use the Village Property, or any portion thereof, in any manner in violation of any environmental, pollution control, asbestos abatement or other similar laws or regulations of any local, state or federal agency, nor has the Village any knowledge of any such use.

6.2 Representations and Warranties of Arlington Park. Arlington Park represents and warrants to the Village that:

(a) Arlington Park and any agent thereof, has not received any notice from any governmental authority concerning (i) the possible widening of streets abutting the Arlington Park Property or concerning the imposition of any special taxes or assessments, or (ii) a change in the zoning classification of the Arlington Park Property, or (iii) a change in the tax assessment of the Arlington Park Property;

(b) Arlington Park has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations on it hereunder;

(c) Neither execution nor delivery of this Agreement, consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Arlington Park is a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation of a lien, claim, charge or encumbrance other than an Arlington Park Property Permitted Exception on the Arlington Park Property; this Agreement is valid and enforceable in accordance with its terms and each instrument executed and delivered by Arlington Park pursuant hereto shall be valid and enforceable in accordance with its terms;

(d) No labor, material or services has been furnished by or at the direction of Arlington Park in, on or about the Arlington Park Property or any part thereof as a result of which any mechanics', laborers' or materialmen's liens or claims thereof might arise other than inchoate liens for current work for which payments are not yet due;

(e) There is no pending or threatened litigation, or like proceedings before any governmental agency, which, if successfully pursued, could result in adverse change in the condition of the Arlington Park Property;

(f) No person has any right of first refusal or option to acquire title to the Arlington Park Property or any part thereof;

(g) The information to be furnished by Arlington Park upon which the computation of prorations is based shall to Arlington Park's knowlege be true, correct and complete in all respects;

(h) Arlington Park has not received any notice with respect to, nor does Arlington Park have any knowledge of any fire, health, safety, building, pollution, environmental, zoning or other violation of law respecting the Arlington Park Property, which have not been entirely corrected; and

(i) Arlington Park has not used or knowingly and expressly permitted any tenant, occupant or licensee to use the Arlington Park Property, or any portion thereof, in any manner in violation of any environmental, pollution control, asbestos abatement or other similar laws or regulations of any local, state or federal agency, nor has Arlington Park any knowledge of any such use except with respect to inquiries from the Village respecting the removal of debris from the Arlington Park Property.

6.3 Survival of Representations and Warranties. Unless otherwise provided for in this Agreement, all warranties and representations herein shall survive the closing of the exchange transactions contemplated hereby for a period of one (1) year.

ARTICLE 7

PRORATIONS

7.1 Prorations. General real estate taxes, if any, shall be prorated as of the Closing Date on the basis of the most recent ascertainable assessments, equalization factor and tax rate, and the tax bills for the years so prorated shall be prorated upon and on the basis of the final real estate tax bills for said years. Such proration shall be final and shall not be subject to reproration.

ARTICLE 8

BROKERS' COMMISSIONS

8.1 Brokers. Arlington Park and the Village represent and warrant to each other that the exchange purchase and sale of the Village Property and the Arlington Park Property was not submitted by the Village or Arlington Park by, any broker, finder or other agent and no broker, finder or other agent is entitled to any fee or commission with respect to or by reason of the exchanges of each of the Parties properties. Each party agrees to indemnify the other and hold the other harmless from any claim for broker's commissions including any costs and reasonable attorney's fees and costs incurred by the party indemnified hereunder.

ARTICLE 9

INTERIM OPERATION; DAMAGE AND DESTRUCTION; CONDEMNATION

9.1 Interim Operation. Between the date hereof and the Closing Date, the Village shall maintain the Village Property and Arlington Park shall maintain the Arlington Park Property exactly as it does as of the date of this Agreement. Neither party, without the prior written consent of the other; shall (i) renew or extend any existing lease or execute any lease relating to either property; (ii) enter into, amend, waive any rights under, terminate or extend (except for the limited purpose of maintaining the Property in its current condition until Closing) any contract relating to the maintenance of either property; (iii) suffer or permit any uncured defaults to occur under any existing mortgage documents; (iv) enter into any transaction respecting either Property; (v) sell, encumber or grant any interest in either property or any part thereof in any form or manner whatsoever. Between the date hereof and the Closing Date, each party and their agents shall have the right to enter the other Property from time to time during reasonable hours to make physical inspections of such Property. Each party entering the Property of the other (the "Indemnitor") shall indemnify, hold harmless and (at the indemnified party's written election) defend the indemnified party (with counsel acceptable to the indemnified party), its officers, directors and employees from and against any loss, cost, liability, lien, suit or claim (including reasonable attorney's fees and costs) for death, personal injury, or property damage resulting from the willful, wanton, or negligent acts or omissions of the Indemnitor and its officers, employees, agents and contractors with respect to such entry, with the aforesaid obligation to survive the expiration or termination of this Agreement notwithstanding anything contained herein to the contrary.

9.2 Condemnation of the Arlington Park Property. In the event, prior to the Closing Date, of the institution of any proceeding, judicial, administrative or otherwise, which shall relate to the proposed taking of any substantial portion of the Arlington Park Property by condemnation or eminent domain or any action in the nature of eminent domain, or the taking or the closing of any right to access to the Arlington Park Property, the Village shall have the right and option to terminate this Agreement by giving Arlington Park written notice to such effect within ten (10) days after the Village's actual receipt of written notification of any such occurrence or occurrences. Failure to give such notice within the stated time shall be conclusive evidence that Village has waived the option to terminate by reason of the occurrence or occurrences of which it has received notice, and the Village shall be credited with or be assigned all Arlington Park's right to any proceeds therefrom. Arlington Park hereby agrees to furnish the Village written notification in respect to any such proceedings within forty-eight (48) hours of Arlington Park's receipt of any such notification or learning of the institution of such proceedings. Should the

Village elect to so terminate this Agreement, the Parties hereto shall be released from any and all further obligations hereunder.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Remedies upon Early Termination. If this Agreement or the Escrow is terminated due to the Village's default, any documents delivered to the Village shall be returned to Arlington Park without prejudice to any other legal or equitable rights which Arlington Park may have hereunder, including the right to seek specific performance of this Agreement by the Village. If the termination of this Agreement or the Escrow is caused by Arlington Park's default, any document delivered to Arlington Park shall be returned to the Village without prejudice to any other legal and equitable rights and remedies which the Village may have hereunder, including the right to seek specific performance of this Agreement. Neither party shall exercise any right to terminate this Agreement in the event of a default committed by the other party unless such default remains uncured at 5:00 p.m. on the fifth (5^{th}) business day next following the date on which the party not in default delivers to the party in default a written notice stating the nature of the default.

10.2 Closing Date. The Closing Date (sometimes called the "Closing") shall be the date upon which the Escrowee records, or is prepared to record, the Ordinance and Plat of Vacation, Plats of Dedication, and Grant of Easement, but in no event shall the Closing Date be later than September 2,2013, unless modified in writing by the Village and Arlington Park.

10.3 Time. Time is of the essence of this Agreement.

10.4 Notices. All notices, demands or requests required or permitted under this Agreement shall be in writing and may be served personally or sent by United States certified mail, postage prepaid, return receipt requested, addresses as follows:

If to the Village of Arlington Heights:	Village of Arlington Heights c/o Bill Dixon 33 S. Arlington Heights Road Arlington Heights, IL 60005
with a copy to:	Robin R. Ward Village of Arlington Heights 33 S. Arlington Heights Road Arlington Heights, IL 60005

If to Arlington Park Racecourse:	Arlington Park Racecourse 2200 West Euclid Avenue Arlington Heights, IL 60006 Attn: Anthony R. Petrillo
with a copy to:	Burke, Warren, MacKay & Serritella, P.C. 330 N. Wabash, 21st Floor Chicago, IL 60611 Attn: John P. Stephens
If to the City of Rolling Meadows:	City of Rolling Meadows c/o Barry Krumstok 3600 Kirchoff Road Rolling Meadows, IL 60008
with a copy to:	James E. Macholl Storino Ramello & Durkin 9501 W. Devon Ave., 8th Floor Rosemont, IL 60018

Any notice delivered or mailed as aforesaid shall be deemed to have been received, in the case of personal delivery, upon such delivery, and, in the case of mailing by certified mail, on the third (3rd) business day after mailing thereof. Addressees and addresses may be changed by the Parties by notice given in accordance with the provisions hereof.

10.5 Arlington Park's Termination Right. In the event of the Village's breach of warranty or representations, if each and every warranty and representation of the Village herein contained shall not be true and correct in all material respects on the Closing Date, Arlington Park shall have the right to close this transaction, or if Arlington Park so desires, Arlington Park may (i) terminate all of its obligations hereunder pursuant to this subsection, and (ii) pursue its remedies in accordance with the provisions of Section 10.1. The Village agrees to use its best efforts to advise and/or notify Arlington Park from time to time after the date hereof if it learns or has notice or knowledge of any matter between the date hereof and the Closing which may affect any of the representations and warranties made or to be made by the Village.

10.6 The Village's Termination Right. In the event of Arlington Park's breach of warranty or representations if each and every warranty and representation of Arlington Park herein contained shall not be true and correct in all material respects on the Closing Date, the Village shall have the right to close this transaction or, if the Village so desires, the Village may (i) terminate all of its obligations hereunder pursuant to this subsection, and (ii) pursue its remedies in accordance with the provisions of Section 10.1. Arlington Park agrees to use commercially reasonable efforts to advise and/or notify the Village from time to time after the date hereof if it learns or has notice or knowledge of any matters between the date hereof and the Closing which may affect any of the representations and warranties made or to be made by Arlington Park.

10.7 Benefits of the Parties. The terms and conditions herein contained shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns. Nothing herein contained, whether express or implied, is intended to give or shall be construed as giving anyone other than the Parties hereto and their beneficiaries, successors or assigns any rights hereunder.

10.8 Construction or Agreement. This Agreement is the product of the joint negotiation of the Parties and their respective counsel and is not to be construed for or against either party merely by virtue of the fact that counsel for one of the Parties may have prepared this Agreement.

10.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts entered into and to be performed wholly in the State of Illinois.

10.10 Entire Agreement. This Agreement constitutes and contains the entire agreement, together with the exhibits annexed hereto, of the Parties and supersedes any and all prior agreements between the Parties respecting the subject matter hereof. This Agreement may only be amended by written instrument signed by the Parties.

10.11 General. This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. Unless expressly permitted hereunder, this Agreement may not be assigned except by a written instrument to such effect signed by the other party hereto. The warranties, representations, agreement and undertakings contained herein shall not be deemed to have been made for the benefit of any person or entity, other than the Parties hereto and their permitted successor and assigns. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. A fully executed facsimile or e-mail copy of this Agreement shall be effective as an original.

The rest of this page was intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

VILLAGE OF ARLINGTON HEIGHTS

By:________________________________

Attest:________________________________

ARLINGTON PARK RACECOURSE, LLC

By:________________________________

Attest:________________________________

CITY OF ROLLING MEADOWS

By:________________________________

Attest:________________________________

Vacation of Public Road Right-of-Way
Village of Arlington Heights to Arlington International Racecourse, Inc.

That part of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 24; thence north along the east line of said Southwest Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the southwesterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, by Document No. 24348059, for the Point of Beginning; thence North 59 degrees 20 minutes 40 seconds West, 1,650.56 feet along said southwesterly right-of-way line to the southeasterly right-of-way line of S.B.I. Route 53; thence North 63 degrees 43 minutes 22 seconds East, 29.83 feet along said southeasterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 1776.79 feet; thence South 30 degrees 39 minutes 20 seconds West, 15.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 60.00 feet to the easterly right-of-way line of aforesaid Document No. 24348059; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along said easterly right-of-way line to the south corner thereof; thence North 59 degrees 39 minutes 20 seconds West, 80.00 feet along aforesaid southwesterly right-of-way line of Document No. 24348059; thence North 54 degrees 40 minutes 41 seconds West, 122.92 feet along said southwesterly right-of-way line to the Point of Beginning.

Said parcel contains 1.071 acres, more or less.

Exhibit "A"

Dedication of Right-of-Way for Public Road Purposes
Arlington International Racecourse, Inc. to the Village of Arlington Heights

That part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 24; thence north along the west line of said Southwest Quarter of the Southeast Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the southwesterly right-of-way line of the Union Pacific Railroad Company, said line also being the northeasterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, as Document No. 24348059, for the Point of Beginning; thence continuing North 00 degrees 10 minutes 10 seconds East, 58.02 feet along said west line and southwesterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 267.27 feet along said southwesterly right-of-way line to the north corner of the permanent easement conveyed to the Village of Arlington Heights April 20, 1972, as Document No. 21957767; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along the westerly line of said Document No. 21957767 to the east corner on the aforesaid Document No. 24348059; thence North 59 degrees 20 minutes 40 seconds West, 40.66 feet along the aforesaid northeasterly right-of-way line of Document No. 24348059; thence North 67 degrees 59 minutes 43 seconds West, 199.45 feet along said northeasterly right-of-way line to the Point of Beginning.

Said parcel contains 0.194 acre, more or less.

And

That part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the City of Rolling Meadows, Cook County, Illinois, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence south along the west line of said Southwest Quarter, having an Illinois East Zone grid bearing of South 00 degrees 07 minutes 50 seconds West, 373.50 feet to the southwesterly right-of-way line of Union Pacific Railroad Company, said line also being the north line of the land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence South 59 degrees 20 minutes 40 seconds East, 316.73 feet along said southwesterly right-of-way line for the Point of Beginning; thence continuing South 59 degrees 20 minutes 40 seconds East, 623.61 feet along said southwesterly right-of-way line to the northwesterly right-of-way line of S.B.I. Route 53; thence South 51 degrees 37 minutes 20 seconds West, 66.40 feet along said northwesterly right-of-way line; thence North 59 degrees 20 minutes 40 seconds West, 599.85 feet, parallel with aforesaid southwesterly right-of-way line of the Union Pacific Railroad to the easterly line of aforesaid land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence North 30 degrees 39 minutes 20 seconds East, 62.00 feet along said easterly line to the Point of Beginning.

Said parcel contains 0.871 acre, more or less.

Exhibit "B"

PERMANENT EASEMENT PARCEL:

That part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 24; thence north along the east line of said Southwest Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 643.08 feet; thence North 59 degrees 20 minutes 40 seconds West, 609.49 feet for the Point of Beginning; thence continuing North 59 degrees 20 minutes 40 seconds West, 326.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 5.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 146.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 180.00 feet; thence North 30 degrees 39 minutes 20 seconds East, 25.00 feet to the Point of Beginning.

Said parcel contains 0.120 acre, more or less.

Exhibit "C"

That part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the City of Rolling Meadows, Cook County, Illinois, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence south along the west line of said Southwest Quarter, having an Illinois East Zone grid bearing of South 00 degrees 07 minutes 50 seconds West, 373.50 feet to the southwesterly right-of-way line of Union Pacific Railroad Company, said line also being the north line of the land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence South 59 degrees 20 minutes 40 seconds East, 316.73 feet along said southwesterly right-of-way line for the Point of Beginning; thence continuing South 59 degrees 20 minutes 40 seconds East, 623.61 feet along said southwesterly right-of-way line to the northwesterly right-of-way line of S.B.I. Route 53; thence South 51 degrees 37 minutes 20 seconds West, 66.40 feet along said northwesterly right-of-way line; thence North 59 degrees 20 minutes 40 seconds West, 599.85 feet, parallel with aforesaid southwesterly right-of-way line of the Union Pacific Railroad to the easterly line of aforesaid land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence North 30 degrees 39 minutes 20 seconds East, 62.00 feet along said easterly line to the Point of Beginning.

Said parcel contains 0.871 acre, more or less.

That part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the City of Rolling Meadows, Cook County, Illinois, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 24; thence north along the east line of said Southwest Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 683.69 feet to the southwesterly right-of-way line of the Union Pacific Railroad Company for the Point of Beginning; thence North 59 degrees 20 minutes 40 seconds West, 1,821.42 feet along said southwesterly right-of-way line; thence South 63 degrees 40 minutes 46 seconds East, 330.73 feet; thence South 59 degrees 20 minutes 40 seconds East, 1,291.87 feet; thence North 30 degrees 39 minutes 20 seconds East, 25.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 170.32 feet to the aforesaid southwesterly right-of-way line of the Union Pacific Railroad Company and the east line of the Southwest Quarter of Section 24; thence South 00 degrees 10 minutes 10 seconds West, 58.02 feet along said southwesterly right-of-way line and the east line of the Southwest Quarter of Section 24 to the Point of Beginning.

Said parcel contains 1.048 acres, more or less.

Exhibit "E"

Exhibit F

Arlington Park Title Exceptions

1. A lease dated November 22, 2002 and recorded December 2, 2002 as Document No. 0021321605 made by Arlington Park Racecourse, LLC to Northeast Illinois Regional Commuter Rail Corporation, Commuter Rail Division of the Regional Transportation Authority, and all rights thereof and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee, recorded in the Cook County Recorder's Office.

2. An Easement recorded October 16, 1969 as Document No. 20987704 in favor of Commonwealth Edison Company and Illinois Bell Telephone Company recorded in the Cook County Recorder's Office.

3. A Roadway Easement Agreement dated December 29, 1978 and recorded January 2, 1979 as Document No. 24785935 made by Illinois State Bank of Chicago as Trustee under Trust No. 159 to American National Bank and Trust Company of Chicago as Trustee under Trust No. 45276 recorded in the Cook County Recorder's Office.

4. A grant dated June 12, 1987 and recorded August 23, 1988 as Document No. 88383617 made by Arlington Park Racetrack, Ltd. to American Telephone and Telegraph recorded in the Cook County Recorder's Office.

5. An Onsite Utility Maintenance Agreement dated November 14, 1988 and recorded April 13, 1989 as Document No. 89162489 made by Arlington Park Racetrack, Ltd. to Village of Arlington Heights recorded in the Cook County Recorder's Office.

6. An Easement dated January 14, 1988 and recorded October 14, 1988 as Document No. 88474331 made by Arlington Park Racetrack, Ltd. to Illinois Bell Telephone Company recorded in the Cook County Recorder's Office.

7. An easement in favor of Northern Illinois Gas Company recorded as Document 97577738.

8. A No Further Remediation Letter dated May 1, 2002 recorded June 18, 2002 made by the Illinois Environmental Protection Agency to Arlington International Racecourse, Inc. as Document No. 0020680913 in the Cook County Recorder's Office.

9. A No Further Remediation Letter dated May 1, 2002 recorded May 21, 2002 made by the Illinois Environmental Protection Agency to Arlington International Racecourse, Inc. as Document No. 0020580145 in the Cook County Recorder's Office.

10. Encroachment of building as shown by plat prepared by Hampton, Lenzini and Renwick, Inc. dated April 25, 2011 and revised August 17, 2011 as job number 11.0168.230.

Exhibit G

Village Title Exceptions

Taxes for the 2013 and thereafter not yet due and payable.

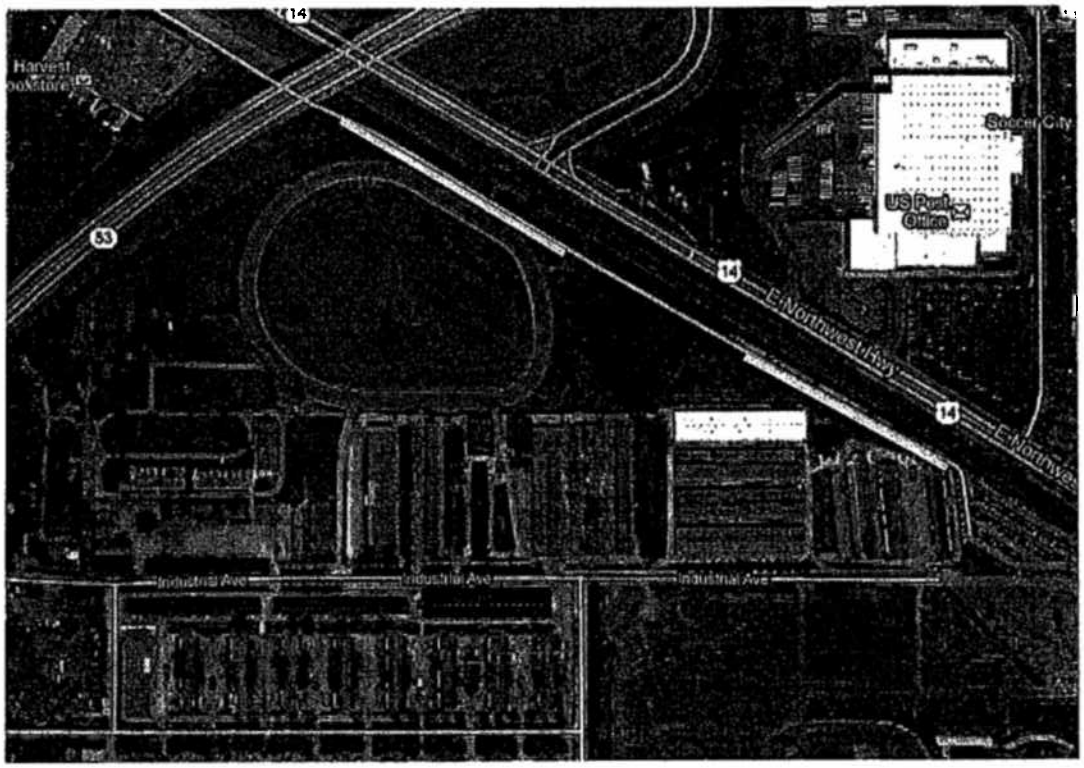

Harvest Bookstore
Soccer City
US Post Office
E Northwest Hwy
Industrial Ave
14
53

Exhibit "H"

Item: Ordinance - Vacating Public Right-of-Way

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Vacating Right-of-Way and Reserving a Permanent Easement	Ordinance
Plat	Exhibits

Vacation of a portion of public right-of-way
and reserving a permanent easement located along
the Union Pacific Railroad adjacent to
Arlington Park Racecourse

AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY AND RESERVING A PERMANENT EASEMENT

WHEREAS, the corporate authorities of the Village of Arlington Heights have determined that the public interest would be served by vacating a portion of a public right-of-way and a permanent easement located along the Union Pacific Railroad Tracks adjacent to the Arlington Park Racecourse property, in the Village of Arlington Heights, which is hereinafter more particularly described; and

WHEREAS, the corporate authorities of the Village of Arlington Heights have determined that the nature and extent of the public use and the public interest to be served is such as to warrant the vacation of that certain portion of public right-of-way and easement,

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

SECTION ONE: The public right-of-way legally described as:

Right-of-Way:

That part of the Southwest quarter and the Southwest quarter of the Southeast quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, described as follows: commencing at the Southeast corner of said Southwest quarter of Section 24; thence North along the East line of said Southwest quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the Southwesterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, by Document No. 24348059, for the point of beginning; thence North 59 degrees 20 minutes 40 seconds West, 1,650.56 feet along said Southwesterly right-of-way line to the Southeasterly right-of-way line of S.B.I. Route 53; thence North 63 degrees 43 minutes 22 seconds East, 29.83 feet along said Southeasterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 1776.79 feet; thence South 30 degrees 39 minutes 20 seconds West, 15.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 60.00 feet to the Easterly right-of-way line of aforesaid Document No. 24348059; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along said Easterly right-of-way line to the South corner thereof; thence North 59 degrees 39 minutes 20 seconds West, 80.00 feet along aforesaid Southwesterly right-of-way line of Document No. 24348059; thence North 54 degrees 40 minutes 41 seconds West, 122.92 feet along said Southwesterly right-of-way line to the point of beginning.

Easement:

That part of the southwest quarter and the Southwest quarter of the Southeast quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois, described as follows: Commencing at the Southeast corner of said Southwest quarter of Section 24, thence North along the East line of said Southwest quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 643.08 feet; thence North 59 degrees 20 minutes 40 seconds West, 609.49 feet for the point of beginning; thence continuing North 59 degrees 20 minutes 40 seconds West, 360.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 5 feet; thence South 59 degrees 20 minutes 40 seconds East, 146.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet; South 59 degrees 20 minutes 40 seconds East, 180.00 feet; thence North 30 degrees 39 minutes 20 seconds East, 25.00 feet to the point of beginning.

is hereby vacated. The portion of the public right-of-way herein vacated is designated "vacation parcel" on the Plat of Vacation and Permanent Easement, prepared by Hampton, Lenzini and Renwick, Inc., Illinois registered land surveyors, dated April 25, 2011 with revisions through March 30, 2012.

SECTION TWO: There is hereby reserved to the Village of Arlington Heights a Permanent Easement as set forth on the Plat of Vacation and Permanent Easement referenced in SECTION ONE of this Ordinance.

SECTION THREE: The President and Village Clerk of the Village of Arlington Heights are hereby authorized to sign and attest the plat of vacation and permanent easement.

SECTION FOUR: The Village Clerk of the Village of Arlington Heights is hereby directed to file a true and correct copy of this Ordinance, together with the Plat of Vacation and Permanent Easement, in the Office of the Recorder of Cook County, Illinois.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage, by a vote of no less than three-fourths of the trustees holding office, and approved in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 19th day of November, 2012.

____
Village President

ATTEST:

____
Village Clerk

Vacation of Right-of-Way:Arlington Park Racecourse

PLAT OF VACATION

VACATION PARCEL:

That part of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 24; thence north along the east line of said Southwest Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the southwesterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, by Document No. 24348059, for the Point of Beginning; thence North 59 degrees 20 minutes 40 seconds West, 1,650.56 feet along said southwesterly right-of-way line to the southeasterly right-of-way line of S.B.I. Route 53; thence North 63 degrees 43 minutes 22 seconds East, 29.83 feet along said southeasterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 1776.79 feet; thence South 30 degrees 39 minutes 20 seconds West, 15.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 60.00 feet to the easterly right-of-way line of aforesaid Document No. 24348059; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along said easterly right-of-way line to the south corner thereof; thence North 59 degrees 20 minutes 40 seconds West, 80.00 feet along aforesaid southwesterly right-of-way line of Document No. 24348059; thence North 54 degrees 40 minutes 41 seconds West, 122.92 feet along said southwesterly right-of-way line to the Point of Beginning.

Said parcel contains 1.071 acres, more or less.

PERMANENT EASEMENT PARCEL:

That part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southeast corner of said Southwest Quarter of Section 24; thence north along the east line of said Southwest Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 643.08 feet; thence North 59 degrees 20 minutes 40 seconds West, 609.49 feet for the Point of Beginning; thence continuing North 59 degrees 20 minutes 40 seconds West, 326.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 5.00 feet; thence South 59 degrees 20 minutes 40 seconds East, 146.00 feet; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet; South 59 degrees 20 minutes 40 seconds East, 180.00 feet; thence North 30 degrees 39 minutes 20 seconds East, 25.00 feet to the Point of Beginning.

Said parcel contains 0.120 acres, more or less.

SCALE: 1"= 60'

LEGEND

●	INDICATES IRON SURVEY MARKER FOUND
⊕	INDICATES PK SET
O	INDICATES IRON SURVEY MARKER SET
+	INDICATES CUT CROSS NOTCH SET
(76.00')	INDICATES DIMENSION OF RECORD
	INDICATES PROPOSED DEDICATION LINE
	INDICATES PROPOSED EASEMENT LINE
	INDICATES FENCE LINE
	INDICATES RAILROAD TRACKS
	INDICATES R.O.W. LINE
	INDICATES SECTION LINE
	INDICATES QUARTER SECTION LINE
	INDICATES CENTER LINE

The Village of Arlington Heights is retaining a permanent easement for maintenance of the box culvert and to provide the required floodplain compensatory storage. The placement of fill within the permanent easement is prohibited unless approved by the Village of Arlington Heights.

Under the authority provided by 65 ILCS 5/11-12 as amended by the State Legislature of the State of Illinois and Ordinance adopted by the Village Board of the Village of Arlington Heights AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED by the Village Board of Trustees at a meeting held__________, 20__.

By: __________
Village President

Attest: __________
Village Clerk

APPROVED by the Village Collector on __________, 20__.

APPROVED by the Director of Engineering on__________, 20__.

This is to certify that a survey of the above described property was made under my direction and that the plat hereon drawn correctly represents said survey to the best of my knowledge and belief.

This professional service conforms to the current Illinois Minimum Standards of Practice applicable for a boundary survey.

Dimensions are given in feet and decimals thereof, unless indicated otherwise.

Bearings are based on Illinos State Plane Coordinate System East Zone Grid

Dated this 1ST day of JULY, A.D., 2013
at Elgin, Illinois

John H. Sweet
Illinois Professional Land Surveyor No. 3158

JOHN H. SWEET 3158 LAND SURVEYOR STATE OF ILLINOIS ELGIN, ILLINOIS

LICENSE EXPIRES 11/30/2014

Arlington Park Racecourse, LLC
By: __________
Name: Tony Petrillo
Its: Manager

HAMPTON, LENZINI AND RENWICK, INC.
CIVIL ENGINEERS · STRUCTURAL ENGINEERS · LAND SURVEYORS
380 SHEPARD DRIVE
ELGIN, ILLINOIS 60123
847.697.6700 www.hlrengineering.com
PROFESSIONAL DESIGN FIRM & STRUCTURAL ENGINEERING CORP.

SHEET NO. 1 OF 1

PREPARED FOR: Arlington International Racecourse, Inc. & Th Village of Arlington Heights

REVISIONS:		
8-17-2011	3-30-2012	9-24-2012
9-26-2011	3-30-2012	2-18-2013
2-07-2012	5-01-2012	3-18-2013
7-01-2013		

JOB NO.: 11.0168.230
PROJECT: 110168
FILE: 110168-topo.dwg
SURVEY DATE: 4-25-2011

PLAT OF VACATION
Of That part of the Land Conveyed to The Village of Arlington Heights April 20th, 1972 as Doc. No. 24348059

Item: Resolution - Plat of Dedication - Public right-of-way

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	**Type**
Resolution - Plat of Dedication - Commuter Drive	Resolution
Plat	Exhibits

A RESOLUTION ACCEPTING
A PLAT OF DEDICATION
FOR A PUBLIC RIGHT-OF-WAY

WHEREAS, Arlington Park Racecourse, Inc., the owner of certain property commonly known as a portion of "Commuter Drive" located along the Union Pacific Railroad Company railroad tracks adjacent to the Arlington Park Racecourse, hereby dedicates a 0.871 acre of property for public purposes,

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

SECTION ONE: The plat of dedication, attached hereto and made a part hereof, dedicating to the Village of Arlington Heights a portion of property be and is hereby approved and accepted.

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

ATTEST: ______________________________
Village President

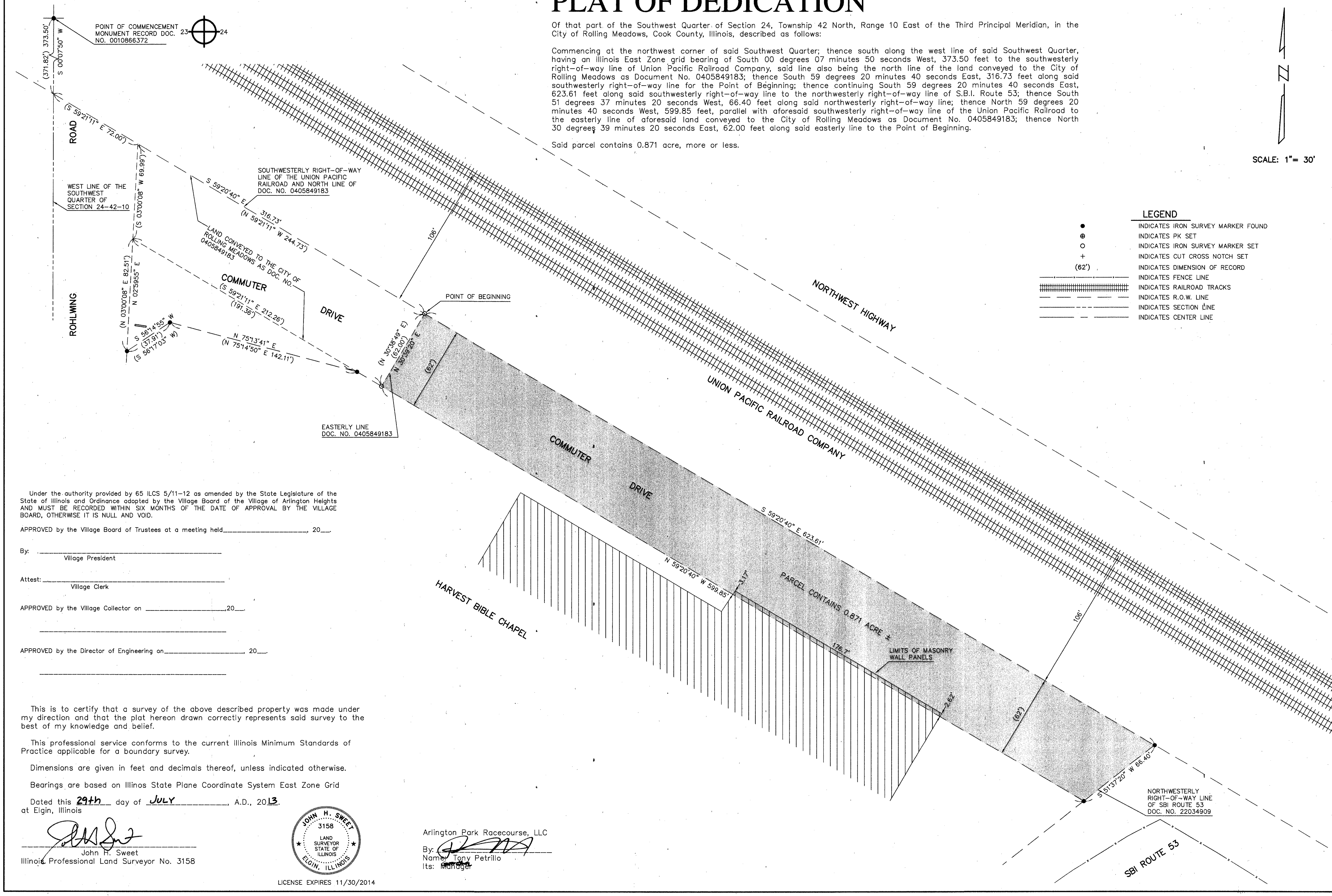
____
Village Clerk

PLAT OF DEDICATION

Of that part of the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, in the City of Rolling Meadows, Cook County, Illinois, described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence south along the west line of said Southwest Quarter, having an Illinois East Zone grid bearing of South 00 degrees 07 minutes 50 seconds West, 373.50 feet to the southwesterly right-of-way line of Union Pacific Railroad Company, said line also being the north line of the land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence South 59 degrees 20 minutes 40 seconds East, 316.73 feet along said southwesterly right-of-way line for the Point of Beginning; thence continuing South 59 degrees 20 minutes 40 seconds East, 623.61 feet along said southwesterly right-of-way line to the northwesterly right-of-way line of S.B.I. Route 53; thence South 51 degrees 37 minutes 20 seconds West, 66.40 feet along said northwesterly right-of-way line; thence North 59 degrees 20 minutes 40 seconds West, 599.85 feet, parallel with aforesaid southwesterly right-of-way line of the Union Pacific Railroad to the easterly line of aforesaid land conveyed to the City of Rolling Meadows as Document No. 0405849183; thence North 30 degrees 39 minutes 20 seconds East, 62.00 feet along said easterly line to the Point of Beginning.

Said parcel contains 0.871 acre, more or less.



LEGEND

●	INDICATES IRON SURVEY MARKER FOUND
⊕	INDICATES PK SET
○	INDICATES IRON SURVEY MARKER SET
+	INDICATES CUT CROSS NOTCH SET
(62')	INDICATES DIMENSION OF RECORD
——·——·——	INDICATES FENCE LINE
++++++++	INDICATES RAILROAD TRACKS
— — — —	INDICATES R.O.W. LINE
———·—·———	INDICATES SECTION LINE
——— — ———	INDICATES CENTER LINE

Under the authority provided by 65 ILCS 5/11-12 as amended by the State Legislature of the State of Illinois and Ordinance adopted by the Village Board of the Village of Arlington Heights AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED by the Village Board of Trustees at a meeting held____________________, 20__.

By: ____________________________________
Village President

Attest: ____________________________________
Village Clerk

APPROVED by the Village Collector on ____________________, 20__.

____

APPROVED by the Director of Engineering on____________________, 20__.

____

This is to certify that a survey of the above described property was made under my direction and that the plat hereon drawn correctly represents said survey to the best of my knowledge and belief.

This professional service conforms to the current Illinois Minimum Standards of Practice applicable for a boundary survey.

Dimensions are given in feet and decimals thereof, unless indicated otherwise.

Bearings are based on Illinos State Plane Coordinate System East Zone Grid

Dated this 29th day of JULY, A.D., 2013.
at Elgin, Illinois

____
John H. Sweet
Illinois Professional Land Surveyor No. 3158

JOHN H. SWEET 3158 LAND SURVEYOR STATE OF ILLINOIS ELGIN, ILLINOIS

LICENSE EXPIRES 11/30/2014

Arlington Park Racecourse, LLC

By: ____________________
Name: Tony Petrillo
Its: Manager

SHEET NO. 1 OF 1

HAMPTON, LENZINI AND RENWICK, INC.
CIVIL ENGINEERS · STRUCTURAL ENGINEERS · LAND SURVEYORS
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ELGIN, ILLINOIS 60123
847.697.6700 www.hlrengineering.com
184.000959
PROFESSIONAL DESIGN FIRM & STRUCTURAL ENGINEERING CORP.

PREPARED FOR: Arlington International Racecourse, Inc. & The City of Rolling Meadows

JOB NO.: 11.0168.230	REVISIONS:
PROJECT: 110168	8-17-2011
FILE: 110168-topo.dwg	3-18-2013
SURVEY DATE: 4-25-2011	7-29-2013

PLAT OF DEDICATION

Of That part of Arlington International Racecourse, Inc. Located in the Southwest Quarter of Section 24, Township 42 North, Range 10 East of the 3rd P.M. in the city of Rolling Meadows, Cook County, Il

Item: Resolution - Plat of Dedication - Public right-of-way

Department: Engineering/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Plat of Dedication - Commuter Drive 2	Resolution
Plat	Exhibits

A RESOLUTION ACCEPTING
A PLAT OF DEDICATION
FOR A PUBLIC RIGHT-OF-WAY

WHEREAS, Arlington Park Racecourse, the owner of certain property commonly known as a portion of "Commuter Drive" located along the Union Pacific Railroad Company railroad tracks adjacent to the Arlington Park Racecourse, within the boundaries of the Village of Arlington Heights, hereby dedicates a 0.194 acre of property for public right-of-way purposes,

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

SECTION ONE: The plat of dedication, attached hereto and made a part hereof, dedicating to the Village of Arlington Heights a portion of public right-of-way located in Arlington Heights, Illinois, be and is hereby approved and accepted.

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

AYES:

NAYS:

PASSED AND APPROVED this 5th day of August, 2013.

ATTEST: ______________________________
Village President

____
Village Clerk

PLAT OF DEDICATION

Of that part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian in the Village of Arlington Heights, Cook County, Illinois, described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 24; thence north along the west line of said Southwest Quarter of the Southeast Quarter, having an Illinois East Zone grid bearing of North 00 degrees 10 minutes 10 seconds East, 614.07 feet to the southwesterly right-of-way line of the Union Pacific Railroad Company, said line also being the northeasterly right-of-way line of the land conveyed to the Village of Arlington Heights March 2, 1978, as Document No. 24348059, for the Point of Beginning; thence continuing North 00 degrees 10 minutes 10 seconds East, 58.02 feet along said west line and southwesterly right-of-way line; thence South 59 degrees 20 minutes 40 seconds East, 267.27 feet along said southwesterly right-of-way line to the north corner of the permanent easement conveyed to the Village of Arlington Heights April 20, 1972, as Document No. 21957767; thence South 30 degrees 39 minutes 20 seconds West, 20.00 feet along the westerly line of said Document No. 21957767 to the east corner on the aforesaid Document No. 24348059; thence North 59 degrees 20 minutes 40 seconds West, 40.66 feet along the aforesaid northeasterly right-of-way line of Document No. 24348059; thence North 67 degrees 59 minutes 43 seconds West, 199.45 feet along said northeasterly right-of-way line to the Point of Beginning.

Said parcel contains 0.194 acre, more or less.

LEGEND

●	INDICATES IRON SURVEY MARKER FOUND
⊕	INDICATES PK SET
○	INDICATES IRON SURVEY MARKER SET
+	INDICATES CUT CROSS NOTCH SET
(76.00')	INDICATES DIMENSION OF RECORD
	INDICATES PROPOSED DEDICATION LINE
	INDICATES FENCE LINE
	INDICATES RAILROAD TRACKS
	INDICATES R.O.W. LINE
	INDICATES SECTION LINE
	INDICATES QUARTER SECTION LINE
	INDICATES CENTER LINE

Under the authority provided by 65 ILCS 5/11-12 as amended by the State Legislature of the State of Illinois and Ordinance adopted by the Village Board of the Village of Arlington Heights AND MUST BE RECORDED WITHIN SIX MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED by the Village Board of Trustees at a meeting held________________, 20__.

By: ____________________
Village President

Attest: ____________________
Village Clerk

APPROVED by the Village Collector on ________________,20__.

____

APPROVED by the Director of Engineering on________________, 20__.

____

This is to certify that a survey of the above described property was made under my direction and that the plat hereon drawn correctly represents said survey to the best of my knowledge and belief.

This professional service conforms to the current Illinois Minimum Standards of Practice applicable for a boundary survey.

Dimensions are given in feet and decimals thereof, unless indicated otherwise.

Bearings are based on Illinois State Plane Coordinate System East Zone Grid

Dated this 29th day of JULY, A.D., 2013.
at Elgin, Illinois

John H. Sweet
Illinois Professional Land Surveyor No. 3158

JOHN H. SWEET 3158 LAND SURVEYOR STATE OF ILLINOIS ELGIN, ILLINOIS

LICENSE EXPIRES 11/30/2014

Arlington Park Racecourse, LLC
By: __________
Name: Tony Petrillo
Its: Manager

PLAT OF DEDICATION
Of That part of Arlington International Racecourse, Inc. Located in the Southwest Quarter of the Southeast Quarter of Section 24, Township 42 North, Range 10 East of the 3rd P.M. in the Village of Arlington Heights, Cook County, Il.

JOB NO.: 11.0168.230
PROJECT: 110168
FILE: 110168-topo.dwg
SURVEY DATE: 4-25-2011

REVISIONS:
8-17-2011 | 3-18-2013
5-01-2012 | 7-29-2013
9-24-2012

PREPARED FOR:
Arlington International Racecourse, Inc. & The Village of Arlington Heights

HAMPTON, LENZINI AND RENWICK, INC.
CIVIL ENGINEERS · STRUCTURAL ENGINEERS · LAND SURVEYORS
380 SHEPARD DRIVE
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184.000959
PROFESSIONAL DESIGN FIRM & STRUCTURAL ENGINEERING CORP.

SHEET NO. 1 OF 1

Item: Commission Re-Appointment

Department:

Boards & Commissions	Chair Reappointment	Term Ending
Citizens w/Disabilities	Ryan Danzinger	4/30/14

Bid Section

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

Item: Bond Waiver - St. James School

Department: Building & Health Services

BACKGROUND:

St. James School is requesting a waiver of the bond requirement for their upcoming student raffle. Raffle tickets will be sold from September 6 through September 26, 2013. Raffle drawings will take place weekly from October 4, 2013 through May 30, 2014.

RECOMMENDATION:

Staff recomments the Village Board grant the waiver of the requirement for a bond fee.

Bid Section

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

ATTACHMENTS:

Description	Type
Letter from St. James	Correspondence

Saint James School Parents' Club
820 North Arlington Heights Road
Arlington Heights, IL 60004

Mr. William Dixon
Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

July 11, 2013

Dear Mr. Dixon:

St. James Catholic School will once again be conducting our annual raffle this fall. The school raffle is one of the major fundraisers for our Parents' Club. Tickets sales will begin on September 6th and conclude on September 26th, 2013. Weekly drawings will take place from October 4, 2013 through May 30, 2014, and winners are notified by mail.

We are requesting a waiver of bond. Please send your response to:

Mrs. Sarah Whelan
637 North Haddow Avenue
Arlington Heights, IL 60004

Thank you very much for your help.

Sincerely,

Sarah Whelan

Sarah Whelan and Jacalyn Derengowski
St. James School Parents and Raffle Chairpersons

cc: Ms. Valerie Gerstein, Building Department

Item: Budget Amendment; 2013 MFT Street Reconstruction and 2013 Street Resurfacing Programs

Department: Engineering Department

At the Committee-of the-Whole meeting of July 8, 2013 Village Staff recommended a proposed one-time General Fund Transfer that included a $1,000,000 transfer to the road programs. As I stated in my memo dated July 11, 2013 the Engineering Department will utilize the funding for this years programs.

2013 MFT Street Reconstruction Program:

Account #	ST9009 211-5001-571.50-40
Total Budget	$2,000,000.00
Approved Contract	$1,906,276.12
Additional Work	$491,234
MFT Funds	$93,723.88
Capital Project Fund Transfer	$397,510.12
Revised Contract	$2,397,510.12

2013 Resurfacing Program and Sidewalk Program:

Account# ST9008 401-5001-571.50-30; ST9011 401-5001-571.50-45
SW9001 505-9001-571-50-25

Total Budget	$3,759,197.00
Approved Contract	$3,591,799.65
Additional Work	$600,000.00
General Fund Transfer	$600,000.00
Revised Contract	$4,191,799.65

RECOMMENDATION:

It is recommended that the Board of Trustees approve transferring $397,510 from the Capital Projects Fund to the MFT Fund and amend the MFT Street Reconstruction Program expenditure account (211-5001-571.50-40 ST9009) by $397,510.

It is also recommended that the Board of Trustees approve amending the Resurfacing Program expenditure account (401-5001-571.50-30 ST9008) by $600,000.

Bid Section

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

Item: Traffic Signal LED Upgrade

Department: Engineering Department

The Illinois Department of Transportation (IDOT) is proposing to upgrade the traffic signals on state highways with Light-Emitting-Diode (LED) modules. This program is meant to complete the transformation in the State from incandescent traffic signal optics to low energy consuming, reduced maintenance and enhanced visibility LED type signals.

According to IDOT the LED upgrade program will require cost participation similar to the federal Highway Safety Improvement Program (HSIP). State funds will be used for 90% of the traffic signal upgrade costs with the remaining 10% split based on the proportionate share of approach leg jurisdiction.

The total estimated cost to the Village of Arlington Heights is approximately $41,000.

It is recommended that the Board of Trustees approve the transfer for $41,000 from the Capital Projects Fund Operating Contingency expenditure account (401-9901-571.40-96) to the Road Projects expenditure account (401-5001-571.50-30) for the Traffic Signals LED Upgrade project (SG-14-15).

Bid Section

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

Item: General Obligation Refunding Bonds, Series 2013

Department: Finance

Due to the favorable interest rate environment, the Village has sought competitive bids to advance refund a portion of its 2006 bonds, which were originally sold to finance the construction of the new Village Hall. The 2013 bond refunding is expected to generate a minimum of $300,000 in savings over the remaining seven year life of the bonds.

The total amount of the 2006 bonds refinanced this year was limited to an amount below $10 million to take advantage of the federal tax break that permits $10 million of debt per year to be designated as "bank qualified" bonds. Banks get a tax break and the issuer (Village) saves through a lower interest rate worth up to .30%, varying per maturity.

The Village's financial consultant, Kevin McCanna, of Speer Financial, will be at the August 5, 2013 Village Board meeting to report on the bond sale and to answer any questions that may arise.

Recommendation

It is recommended that the Village Board approve the competitive sale and the ordinance providing for the issuance of the General Obligation Refunding Bonds, Series 2013.

Bid Section

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

Item: 2013 Neighborhood Storm Sewer Improvements

Department: Engineering Department

Bids for the 2013 Neighborhood Storm Sewer Improvements were duly advertised and publicly opened on the date indicated.

TABULATION OF BIDS:

J. Congdon Sewer Service, Inc.	$ 220,695.50
Lifco Construction	$ 229,028.00
Lenny Hoffman Excavating	$ 255,777.00
Vian Construction, Inc.	$ 261,485.00
Maneval Construction	$ 360,555.84
Berger Excavating Contractors, Inc.	$ 397,364.50

COMMENTS

The Village was recently awarded a $200,000 grant by the Illinois Department of Commerce and Economic Opportunity (DCEO) to address neighborhood flooding issues. The application for this grant was completed about two years ago and we are encouraged that our efforts have generated funds to address a critical need for the residents of Arlington Heights. This project will construct public sewer improvements to enable residents to connect private drainage improvements that would otherwise have been cost prohibitive. In every case, the improvements by the homeowner will help alleviate a flooding issue that adversely affects their own structure, multiple adjacent properties, or the public right-of-way.

This is a re-bid of the project originally approved by the Board on April 15, 2013 and subsequently rescinded by the Board on June 17, 2013.

J. Congdon Sewer Service, Inc. has successfully performed underground work for the Village in the past.

RECOMMENDATION

It is recommended that the Village Board award the contract for the 2013 Neighborhood Storm Sewer Improvements to J. Congdon Sewer Service, Inc. in the amount of $220,695.50.

Bid Section

Item: 2013 Neighborhood Storm Sewer Improvements (AHE

	File NO. 2010-36)
Bid Opening Date:	July 26, 2013
Account Numbers:	Neighborhood Drainage Improvements, Flood V Flood 426-5001-571.50-25 (SW-1102) $200,000 Illinois Department of Commerce and Economic Opportunity (DCEO) Grant $200,000
Total Budget for Specific Item:	$400,000.00
Amount of Bidder Recommended:	$220,695.50

Item: Japanese Restaurant - 932 W. Algonquin Rd. - PC#13-013

Department: Planning & Community Development

Background:

A Special Use to allow a 1,750 square foot sit-down/carry out restaurant that has a total seating area of 872 square feet and total capacity of 49 seats.

Recommendation:

A motion to recommend to the Village Board of Trustees, approval of PC #13-013, a Special Use to allow a 1,750 square foot sit-down/carry-out restaurant that has a total seating area of 872 square feet and total capacity of 49 seats.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following recommendations detailed in the Staff Development report dated July 18, 2013:

1. The total interior seating area shall not exceed 872 square feet, while the total interior capacity shall not exceed 49 seats.

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

Roll Call Vote: Commissioner Ennes, Drost, Dawson, Green, Sigalos, and Chairman Wolfe voted in favor. The motion carried.

Bid Section

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

ATTACHMENTS:

Description	**Type**

Plan Commission Report	Report
Aerial	Exhibits
PC Minutes	Minutes
Site Plan	Exhibits
Business Narrative	Correspondence
Floor Plans	Exhibits
Parking Survey	Correspondence
PC Timeline	Correspondence

STAFF DEVELOPMENT COMMITTEE REPORT

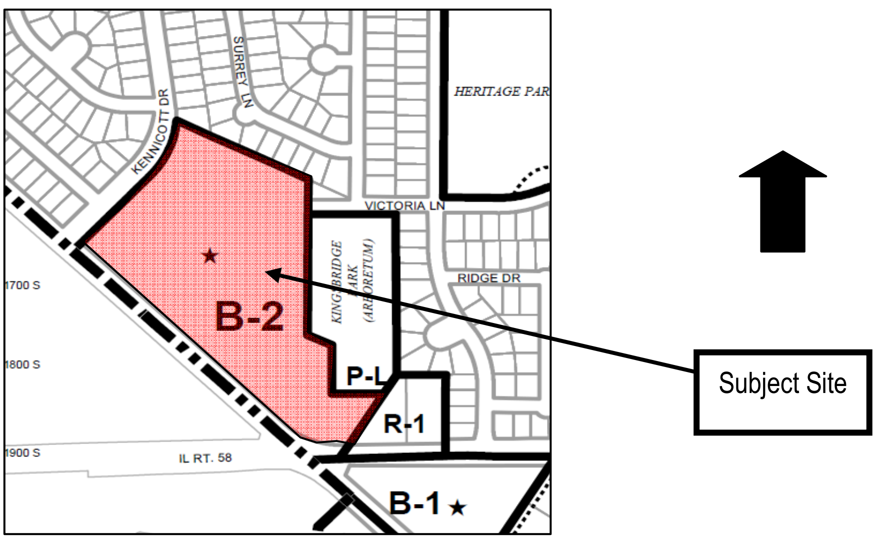
To:	Plan Commission
Prepared By:	Matthew S. Dabrowski, Development Planner
Meeting Date:	July 24, 2013
Date Prepared:	July 18, 2013
Project Title:	Japanese Restaurant
Address:	932 W. Algonquin Road

BACKGROUND INFORMATION

Petitioner:	Jee H. Kim
Address:	2659 N. Spaulding Avenue, #323 Chicago, Illinois 60647
Existing Zoning:	B-2, General Business District

Requested Action:

- A Special Use to allow a 1,750 square foot sit-down/carry out restaurant that has a total seating area of 872 square feet and total capacity of 49 seats.



Surrounding Properties

Direction	Zoning	Existing Use	Comprehensive Plan
North	R-3, One Family Dwelling	Single Family Dwelling Units (Surrey Ridge)	Single Family Detached
South	City of Rolling Meadows: Walmart Commercial Center		
East	P-L, Public Lands	Kingsbridge Park (Arboretum)	Parks
West	R-3, One Family Dwelling	Single Family Dwelling Units (Surrey Ridge)	Single Family Detached

Background:

The subject site is part of the Surrey Ridge Shopping Center, which is located at the northeast corner of Algonquin Road and Golf Road and includes a Lowe's Home Improvement Center (162,072 square feet), a multi-tenant commercial building (25,450 square feet), a drive-through Bank of America (4,598 square feet) and a National Tire and Battery

(8,880 square feet) store. When combined, this commercial center has a total floor area of 201,000 square feet that is situated on 14.04 acres and is serviced by a 685 stall parking lot.

The proposed action, if approved would allow the Petitioner to operate a sit-down/carry out restaurant in the northernmost tenant space (formerly Sake Bar and BBQ Chicken) of the multi-tenant commercial building. This restaurant will specialize in a variety of traditional and contemporary Japanese entrees and cuisines. Moreover, the following improvements to the aforementioned tenant space are being proposed:

- Remove several interior partitions within the interior dining room, thereby creating a more open layout.
- Reconfigure the entry vestibule/corridor and reduce the size of the kitchen by 86 square feet so that the interior dining room could be increased to accommodate a full service bar with 9 chairs. These improvements would increase the total seating area from 620 to 872 square feet, and total capacity from 46 to 49 seats.
- Install a new exterior grease trap as required by Village code.
- Renovate and expand the existing bathrooms to make them handicapped accessible.
- Add new wall signage, which has not yet to be determined and shall require a separate review process.

Up to 13 employees are anticipated to be on site at any given time, while the hours of operation are: Lunch; Tuesday through Sunday from 11:30 AM to 2:30 PM and Dinner; Tuesday through Thursday and Sunday from 5:00 PM to 10:00 PM and Friday and Saturday from 5:00 PM to 11:00 PM. Deliveries are expected to occur at least 3 to 4 times a week in the morning (after 7:00 AM), while refuse collection is expected to occur at least 2 times a week.

Plat and Subdivision Committee Meeting Summary of June 26, 2013

The Plat and Subdivision Committee were of the opinion that said land use is appropriate for the location. Although not required by code, the Plan Commission application does list as a submittal item a market assessment to demonstrate the viability of the proposed special use. Given the size and scope of the proposed request, both the Plat and Subdivision Committee and Staff agree to waive this application requirement. The Plat and Subdivision Committee also agreed that parking is likely not an issue and that a three day parking survey conducted by the Petitioner would be sufficient to demonstrate that the site has sufficient parking.

Zoning and Comprehensive Plan

According to code, the Plan Commission must review and the Village Board must approve a special use for all restaurants that are greater than 1,500 square feet. Former restaurants that had occupied the aforementioned tenant space were considered non-conforming as no special use had been previously granted. According to Chapter 28 (Zoning Ordinance), Section 7.4-1, of the Village of Arlington Heights Municipal Code, there shall be no extension or enlargement of a non-conforming use. Therefore the Petitioner must go through the above mentioned process as the seating area of the new restaurant has increased by 40% (252 square feet). As part of the formal review process a written justification to the following special use criteria has been provided.

- **That said special use is deemed necessary for the public convenience at this location.**
- **That such case will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.**
- **That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.**

The Staff Development Committee supports the Petitioner's request for the following reasons. One, the proposed special use would allow a viable business to occupy an existing tenant space that had been used as a restaurant for nearly 20 years. Two, the subject site is part of a large commercial center that is located along a major arterial street (Algonquin

Road). Three, the proposed request is compatible with the surrounding land uses, which include other commercial centers, offices, and residential uses. Four, although the new restaurant has more seating area and capacity than the previous restaurant, the Petitioner has demonstrated that there is sufficient parking to accommodate the anticipated peak parking demand. Lastly, the proposed request is consistent with the Village's Comprehensive Plan, which designates the subject site as Commercial.

Building, Site and Landscape Related Issues

The Petitioner is not proposing any exterior modifications therefore Design review is not required. With respect to site and landscape related issues, the property was improved in 2004 (Lowe's store) and 2007 (Bank of America) and now complies with all applicable zoning code standards. With respect to the interior improvements, the Petitioner has agreed in writing to comply with all applicable accessibility, building, health, odor and life safety code requirements

Traffic & Parking Issues

Pursuant to Chapter 28, Section 6.12-1(2)(b), projects less than 5,000 square feet in floor area and located along a major or secondary arterial street (i.e. Algonquin Road) do not need to provide a traffic study, but shall be required to provide a parking analysis. According to code, the new Japanese restaurant requires 19 parking stalls whereas the shopping center as a whole requires 709 spaces. As previously mentioned, a total of 685 parking spaces are provided, thereby resulting in a deficit of 24 parking stalls. However, prior approvals for the Lowe's store (ORD. 04-010) and Bank of America (ORD. 07-061) included a parking variation that reduced the required parking by 28 stalls, thereby addressing the aforementioned deficit.

In a manner consistent with other similar special use requests, a parking survey of the 117 parking stalls that are directly in front of the multi-tenant commercial building was conducted over a three day period during the restaurants lunch and dinner peak hours. This survey was conducted on Friday June 21, 2013, Monday June 24, 2013, and Tuesday June 25, 2013 between 12:00 PM and 2:00 PM and between 7:00 PM and 7:30 PM. Pursuant to said study, the mid-day peak hour parking demand occurred on Monday June 24th at 12:30 PM in which 21 (18%) of the 117 spaces counted were occupied, thereby leaving a surplus of 96 spaces. Similarly, the evening peak hour parking demand occurred on Friday June 21st at 7:15 PM in which 24 (21%) of the 117 spaces counted were occupied, thereby leaving a surplus of 93 spaces. Based on this information, the Staff Development Committee is of the opinion that there is sufficient parking on site to accommodate both the existing and proposed uses as well as the 7,410 square feet (30%) of vacant floor area, which would require by code a total of 25 parking spaces.

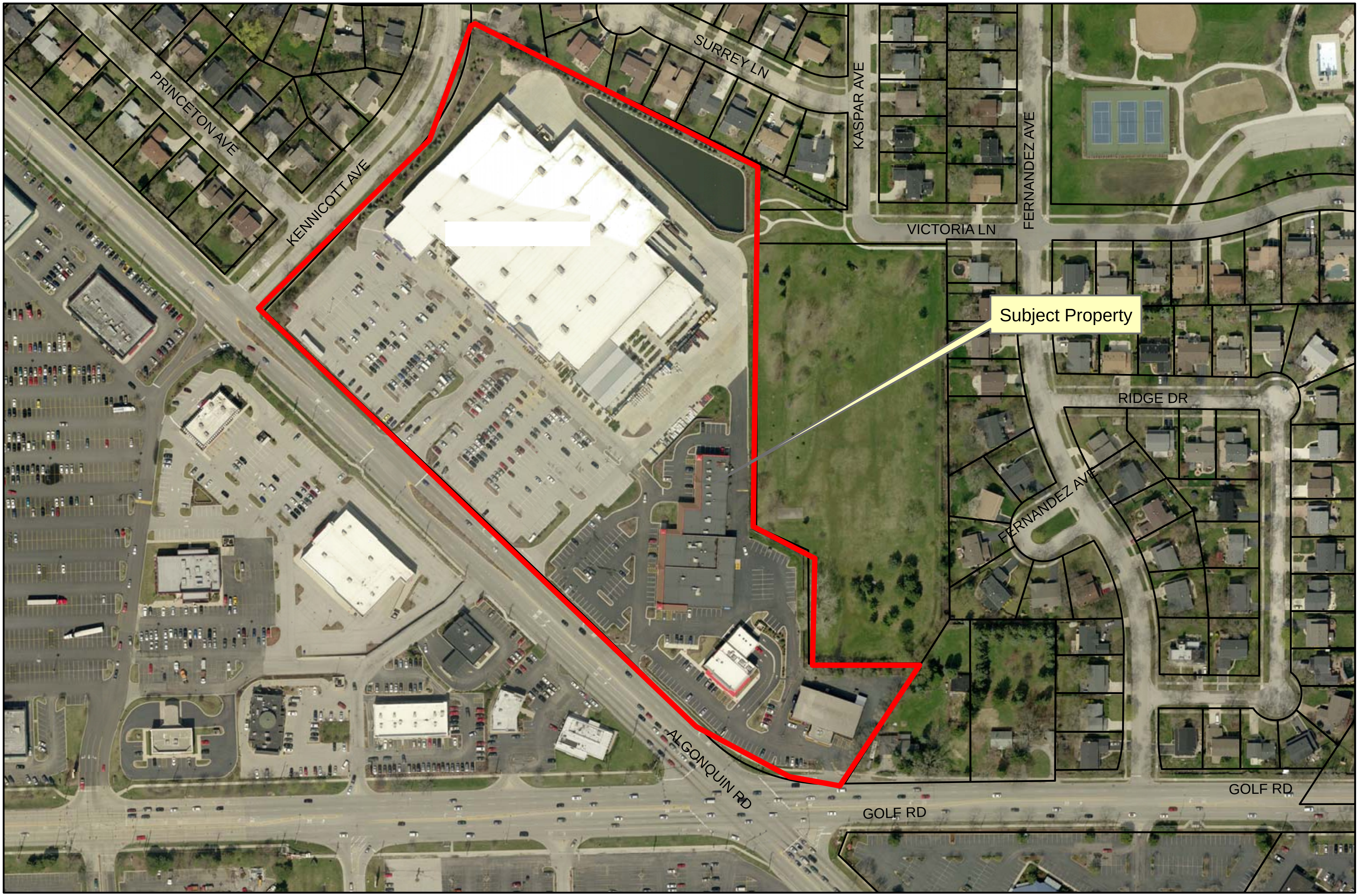
RECOMMENDATION

The Staff Development Committee reviewed the Petitioner's request and recommends **approval** of a Special Use to allow a 1,750 square foot sit-down/carry out restaurant that has a total seating area of 872 square feet and total capacity of 49 seats. This approval shall be subject to the following conditions:

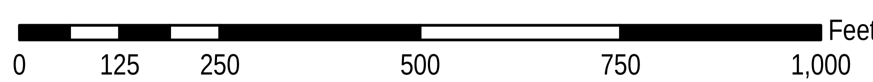
1. The total interior seating area shall not exceed 872 square feet, while the total interior capacity shall not exceed 49 seats.
2. The Petitioner shall comply with all applicable Federal, State, and Village codes, regulations, and policies.

____ July 18, 2013
Bill Enright, Deputy Director of Planning and Community Development

Cc: William C. Dixon, Village Manager
All Department Heads



Japanese Restaurant - P.C. 13-013
932 W. Algonquin Rd.
Prepared by the Village of Arlington Heights
Department of Planning and Community Development
July 24, 2013



PLAN

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

COMMISSION

RE: JAPANESE RESTAURANT; PC #13-013

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 24th day of July, 2013, at the hour of 7:30 o'clock p.m.

MEMBERS PRESENT:

MICHAEL WOLFE, Chair
TERRY ENNES
BRUCE GREEN
GEORGE DROST
SUSAN DAWSON
JOHN SIGALOS

ALSO PRESENT:

MATTHEW DABROWSKI, Development Planner

CHAIRMAN WOLFE: I'd like to call the meeting of the Plan Commission to order. Please stand and join me in reciting the pledge.

(Pledge of allegiance.)

CHAIRMAN WOLFE: Thank you. Matt, would you please take the roll?

MR. DABROWSKI: Certainly. Commissioner Dawson.

COMMISSIONER DAWSON: Here.

MR. DABROWSKI: Commissioner Drost.

COMMISSIONER DROST: Here.

MR. DABROWSKI: Commissioner Ennes.

COMMISSIONER ENNES: Here.

MR. DABROWSKI: Commissioner Green.

COMMISSIONER GREEN: Here.

MR. DABROWSKI: Commissioner Jensen.

(No response.)

MR. DABROWSKI: Commissioner Lorenzini.

(No response.)

MR. DABROWSKI: Commissioner Sigalos.

COMMISSIONER SIGALOS: Here.

MR. DABROWSKI: And Chairman Wolfe.

CHAIRMAN WOLFE: Here. Thank you, Matt. The first item on the agenda is PC #13-013, a Japanese restaurant at 932 West Algonquin Road here for a special use permit. Matt, have all the proper notifications been given?

MR. DABROWSKI: Yes, they have.

CHAIRMAN WOLFE: Okay. Is the Petitioner here?

MR. DABROWSKI: Yes, they are.

CHAIRMAN WOLFE: Please come forward, whoever is going to make the presentation. All right, sir, please state and spell your name for the record and give your address.

MR. KIM: My name is Jee H. Kim, J-e-e H. K-i-m. And I'm --

CHAIRMAN WOLFE: Your address?

MR. KIM: 2569 West Fullerton Avenue, Chicago, Illinois 60647.

CHAIRMAN WOLFE: Thank you. And please raise your right hand so I can swear you in.

(Witness sworn.)

CHAIRMAN WOLFE: Thank you. Okay, what you can do is just tell us why you're here, what you're asking for and anything else about your petition you'd like to share.

MR. KIM: I'm here for the, just to obtain a special permit so that I can open up a restaurant in Arlington Heights, hopefully soon, which is located at 932 West Algonquin Road.

CHAIRMAN WOLFE: Okay. Can you explain a little bit about the restaurant, what you intend to do there?

MR. KIM: Yes.

CHAIRMAN WOLFE: If you're going to make any improvements to it, that sort of thing.

MR. KIM: Yes. First of all, the restaurant is going to be a Japanese restaurant. It's going to be a Japanese, like noodle restaurant offering both authentic and contemporary Japanese food, some grilling food, like we're using special Japanese charcoal, bincho is what they're called, and also authentic Japanese ramen noodle.

So, the place used to be a restaurant but it was not used for a while. So, I'm trying to renovate the interior of the restaurant, so I'm actually in the process of applying for a building permit to do some demolition of the interior structures, you know, some plumbing work there. Also, right now the bathrooms are not handicap accessible, so we're putting in new bathrooms. And so, there's some major work inside for sure.

CHAIRMAN WOLFE: Thank you, Mr. Kim. You're welcome to have a seat. And then Matt is going to give the presentation on behalf of the Village. And then what we'll do is if any members of the Commission have questions of you, then you can come up and answer questions.

MR. KIM: Thank you.

CHAIRMAN WOLFE: Thank you. Matt?

MR. DABROWSKI: Thank you. The tenant space is about 1,750 square feet in size and is part of the Surrey Ridge Shopping Center which is located on Algonquin Road just east of the Algonquin Road-Golf Road intersection. The proposed action if approved would allow the tenant to reoccupy the space which was formerly a restaurant called Saki Bar Barbecue Chicken and renovated to include a more open floor plan as well as to provide a new bar area with 9 seats.

As part of the formal review process, said request did go to the Plat & Subdivision Committee on June 26th of this year. The Plat & Subdivision Committee was supportive of the proposed use and they did agree with Staff that a market assessment was not necessary.

From a zoning standpoint, although the space had been previously used as a restaurant, no prior special use had been granted. And since the size of the seating area under this proposal is increasing beyond what had been originally there, it's an expansion to a nonconforming situation, therefore, a special use is required at this time.

As part of the formal review process, a written justification to the special use criteria was provided. Staff has reviewed it and we do support said request for several reasons. The first is the granting of the special use would allow a viable business to re-tenant an existing vacant space which has been used for restaurant purposes for nearly 20 years. Two, the subject site is part of a large commercial center that is located along a major arterial street and is near other commercial centers that consist of a variety of other restaurants and retail establishments. And then lastly, even though the seating capacity and seating area is increasing beyond what had originally been operating, the Petitioner has demonstrated through a parking survey that there is sufficient parking on site to accommodate the increased demand.

From a building site, landscape related standpoint, the property was improved both in 2004 when the Lowe's went through the PUD amendment process as well in 2006 when Bank of America went through the special use process. Therefore, at this time, all of the site related issues and landscape related issues are in compliance with current code standards.

From a traffic and parking standpoint, the new Japanese restaurant would require a total of 19 parking spaces whereas the shopping center as a whole requires 709 stalls. As outlined within the report, there are 685 parking spaces that serve the entire shopping center which results in a deficit of 24 stalls. However, prior approvals, in particular when the Lowe's and the Bank of America went through the public hearing process, variations to the required parking had been granted. And at that time, there was a deficit of 28 parking spaces, so this request is in line with previously approved variation.

As I had mentioned, a parking survey had been conducted over a three-day period. In June, the Petitioner survey the parking lot immediately in front of the multi-tenant commercial building.

Based on the survey, the midday peak hour parking demand occurred on a Monday at 12:30 in which 21 out of the 117 spaces counted were occupied, thereby resulting in a surplus of 96 spaces. Similarly, the evening peak hour parking demand occurred on a Friday at 7:15 p.m. in which 24 spaces were occupied, thereby leaving 93 spaces vacant. Given this information, Staff is of the opinion that there is sufficient parking to accommodate both the proposed use as well as the vacant tenant spaces which constitute about 30 percent of the floor area of the multi-tenant center, and would require by code a total of 25 parking spaces.

Therefore, Staff would recommend approval of the special use subject to the conditions outlined within the report.

CHAIRMAN WOLFE: Thanks, Matt. Is there a motion to accept the Staff report?

COMMISSIONER DROST: I'll make that motion.

COMMISSIONER DAWSON: Second.

CHAIRMAN WOLFE: All in favor?

(Chorus of ayes.)

CHAIRMAN WOLFE: Opposed?

(No response.)

CHAIRMAN WOLFE: Why don't we start down with you, Commissioner Sigalos?

COMMISSIONER SIGALOS: I really don't have any questions. I was present at the Plat & Sub meeting and I remember you are currently operating a similar restaurant in Chicago, correct? And a similar type of menu that you'll be proposing out here with the ramen noodles, and it sounded like that was a successful restaurant that you have in Chicago?

MR. KIM: Yes, sir. Yes, currently, I own a restaurant in Logan Square, Illinois. So, I've been operating there for about two years. We do have a similar menu, but this will be a little bit more condensed menu and different types of ramen noodle.

COMMISSIONER SIGALOS: If I remember right, you were saying this would be a little bit different than the previous Japanese restaurant that occupied the space?

MR. KIM: Right.

COMMISSIONER SIGALOS: How long has that been vacant, Matt?

MR. DABROWSKI: For nearly a year.

COMMISSIONER SIGALOS: Oh, that's all? Okay. No, I'm glad to see somebody moving into this space and the improvements you're going to be doing there with the ventilation and the backflow preventers and so forth and updating it. So, I really don't have any other questions. I think it's a worthwhile project and encourage you to push forward along with it.

MR. KIM: Thank you.

CHAIRMAN WOLFE: Commissioner Dawson?

COMMISSIONER DAWSON: I also don't have any questions and I'm excited to have you come to Arlington Heights.

MR. KIM: Thank you.

CHAIRMAN WOLFE: Commissioner Drost?

COMMISSIONER DROST: Yes. What kind of marketing plan will you have to attract customers?

MR. KIM: Well, through social networking, and also we had a fairly good success with advertising in Japanese newspaper with my current restaurant. So, like the weekly newspapers, I've been doing this for a while, and then that's really helping us a lot. And actually a lot of, you know, I mean as you know, like Arlington Heights has a fairly large Japanese community here. And you know, a lot of the customers actually, they drive to Chicago to come to our restaurant in Chicago. So, we thought that, we feel like, you know, we should have a restaurant here in Arlington Heights so they don't have to travel so far.

COMMISSIONER DROST: So, that was your inspiration to come out here? Because of the success you've had in Logan Square?

MR. KIM: Yes. And then you know, we come to Arlington Heights all the time here like in a weekly basis. We go to just the supermarket called Mitsuwa here.

COMMISSIONER DROST: Yes.

MR. KIM: In Algonquin Road. There's actually a ramen shop inside, you know, it's a chain store. So, we come up to here fairly often. I'm very familiar with, you know, Arlington Heights.

COMMISSIONER DROST: And you're not going to cannibalize any of your, I hate to use that kind of word but you're not going to take away from any of your Chicago business?

MR. KIM: Oh, no. No, no.

COMMISSIONER DROST: So, you're going to build upon sort of --

MR. KIM: Yes. Yes.

COMMISSIONER DROST: The new constituents here, good. I don't have any further questions either and like the other Commissioners. It's always exciting to open up a new restaurant and we wish you well.

MR. KIM: Thank you.

CHAIRMAN WOLFE: Commissioner Green.

COMMISSIONER GREEN: I, too, was at the Plat & Sub meeting and I have no questions. I think it's a great project and more speed.

CHAIRMAN WOLFE: Commissioner Ennes?

COMMISSIONER ENNES: I'm one of the few Commissioners that wasn't there. Mr. Kim, I have a couple of questions.

MR. KIM: Sure.

COMMISSIONER ENNES: You said in your introduction that your address is 2569 in Chicago?

MR. KIM: Oh, you know what, sorry about that. I gave you the wrong address. That was, actually I am, you know, besides owning a restaurant, I'm also a practicing chiropractic physician, an acupuncturist in Chicago.

COMMISSIONER ENNES: Okay.

MR. KIM: So, I give out that, and I have a small office in my clinic, so I just use that as more of a --

COMMISSIONER ENNES: So, that's your business address.

MR. KIM: Yes, yes.

COMMISSIONER ENNES: Is it 2569 or 2659? Because I think we have --

MR. KIM: 2659 North Spalding, that's my home address.

COMMISSIONER ENNES: And it's 2569?

MR. KIM: 2659.

COMMISSIONER ENNES: Oh, okay.

COMMISSIONER DROST: Yes, one of the building permit that I think Commissioner Ennes is pointing at, it's got 2569.

MR. KIM: 2659 North Spalding.

COMMISSIONER DROST: Oh, North Spalding. And there's a 2569 West Fullerton?

MR. KIM: Yes.

COMMISSIONER DROST: Just for the record.

MR. KIM: The home address, yes.

COMMISSIONER ENNES: Okay. So, you have experience. What kind of an investment are you making in the restaurant? What's it costing you to get it up to speed?

MR. KIM: Well, you know, I was just here like yesterday with the general contractor. And you know, we have to put up new make-up air because there is no make-up air in the restaurant. So, I have to put a new make-up air. Most likely install a new hood. You know, the bathrooms are small, so we'll put in handicap accessible bathrooms. Changing the interior, you know, and then also build like a bar area, small area.

COMMISSIONER ENNES: Is your landlord by any chance with you here today?

MR. KIM: Yes, yes. Mr. Hirsch.

COMMISSIONER ENNES: Could I ask you a quick question?

MR. HIRSCH: And I swear I'll tell the truth.

COMMISSIONER ENNES: And your name is?

MR. HIRSCH: Neal Hirsch, N-e-a-l H-i-r-s-c-h, St. Andrews Properties.

CHAIRMAN WOLFE: Your address?

MR. HIRSCH: Our address? Our office address is 395 East Dundee Road, Suite 350, Wheeling, Illinois 60090.

CHAIRMAN WOLFE: Thank you.

COMMISSIONER ENNES: I've heard of you. Do you normally have tenants pick up the cost of a code improvement like the bathrooms? Is that something that --

MR. HIRSCH: You know, it varies. You know, it depends on the rent, the length of the term, the credit, you know, all those things. It could be, it could go either way with the deal.

COMMISSIONER ENNES: Okay, I was just wondering because in another recent development that just came up that I was talking to the Planning Department, it was a code issue that unfortunately a new tenant got stuck with.

MR. HIRSCH: Typically for us, you know, if we had a retail space and was expected to be a retail use that would follow --

COMMISSIONER ENNES: As opposed to a restaurant.

MR. HIRSCH: We would operate the restrooms, you know, to get that ready because it's pretty simple. They're just going to move fixtures in typically.

COMMISSIONER ENNES: Right.

MR. HIRSCH: When you have this space, for instance, you wouldn't make that investment because you don't know what the use is going to be, if it's going to continue to be restaurant or if the restrooms are going to be in the right space for a floor plan for a restaurant. So, you know, you typically leave it and you would then reflect in the rent situation that the tenant would be more likely doing his --

COMMISSIONER ENNES: Are you finding that, even for a retail use, are you having to improve the restrooms to be ADA?

MR. HIRSCH: Sure, absolutely.

COMMISSIONER ENNES: That's all I have for you, thank you.

MR. HIRSCH: Thank you.

CHAIRMAN WOLFE: Thank you. Matt, what is the general condition of the shopping center in terms of code compliance?

MR. DABROWSKI: Besides a few items that this particular restaurant needs to install, the rest of the center, as far as I'm aware, is in code compliance.

CHAIRMAN WOLFE: Thank you. Okay, I don't have any questions. All my questions have been answered. So, I'll take notice that there is nobody else in the audience that wishes to be heard on this petition. Is that the case? Any of you like to be heard? Okay, you're all together? Okay, then, back to the members of the Plan Commission for any final comments or questions or a motion.

COMMISSIONER ENNES: I would like to make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC #13-013, a Special Use to allow a 1,750 square-foot sit-down/carry-out restaurant that has a total seating area of 872 square feet and a total capacity of 49 seats.

This approval is contingent upon compliance with the recommendation of the Plan Commission and the following recommendations detailed in the Staff Development report dated July 18, 2013:

1. **The total interior seating area shall not exceed 872 square feet, while the total interior capacity shall not exceed 49 seats.**
2. **The Petitioner shall comply with all federal, state and Village codes, regulations and policies.**

CHAIRMAN WOLFE: Thank you. Is there a second?
COMMISSIONER DROST: I'll second.
COMMISSIONER GREEN: I'll second.
MR. DABROWSKI: Who do you want to give it to?
CHAIRMAN WOLFE: Who did we get?
MR. DABROWSKI: I heard Commissioner Drost the loudest.
CHAIRMAN WOLFE: Okay, he wins. Matt, can you take the roll?
MR. DABROWSKI: Commissioner Ennes.
COMMISSIONER ENNES: Yes.
MR. DABROWSKI: Commissioner Drost.
COMMISSIONER DROST: Aye.
MR. DABROWSKI: Commissioner Dawson.
COMMISSIONER DAWSON: Yes.
MR. DABROWSKI: Commissioner Green.
COMMISSIONER GREEN: Yes.
MR. DABROWSKI: Commissioner Sigalos.
COMMISSIONER SIGALOS: Yes.
MR. DABROWSKI: And Chairman Wolfe.
CHAIRMAN WOLFE: Yes. Congratulations, Mr. Kim. You've received a unanimous recommendation to the Village Board for approval of your petition. Matt, when will that petition be heard by the Board?
MR. DABROWSKI: August 5th.
CHAIRMAN WOLFE: Thank you, good luck.
MR. KIM: Thank you.
(Whereupon, the public hearing was adjourned at 7:52 p.m.)

STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, RONALD LeGRAND, JR., depose and say that I am a direct record court reporter doing business in the State of Illinois; that I reported verbatim the foregoing proceedings and that the foregoing is a true and correct transcript to the best of my knowledge and ability.

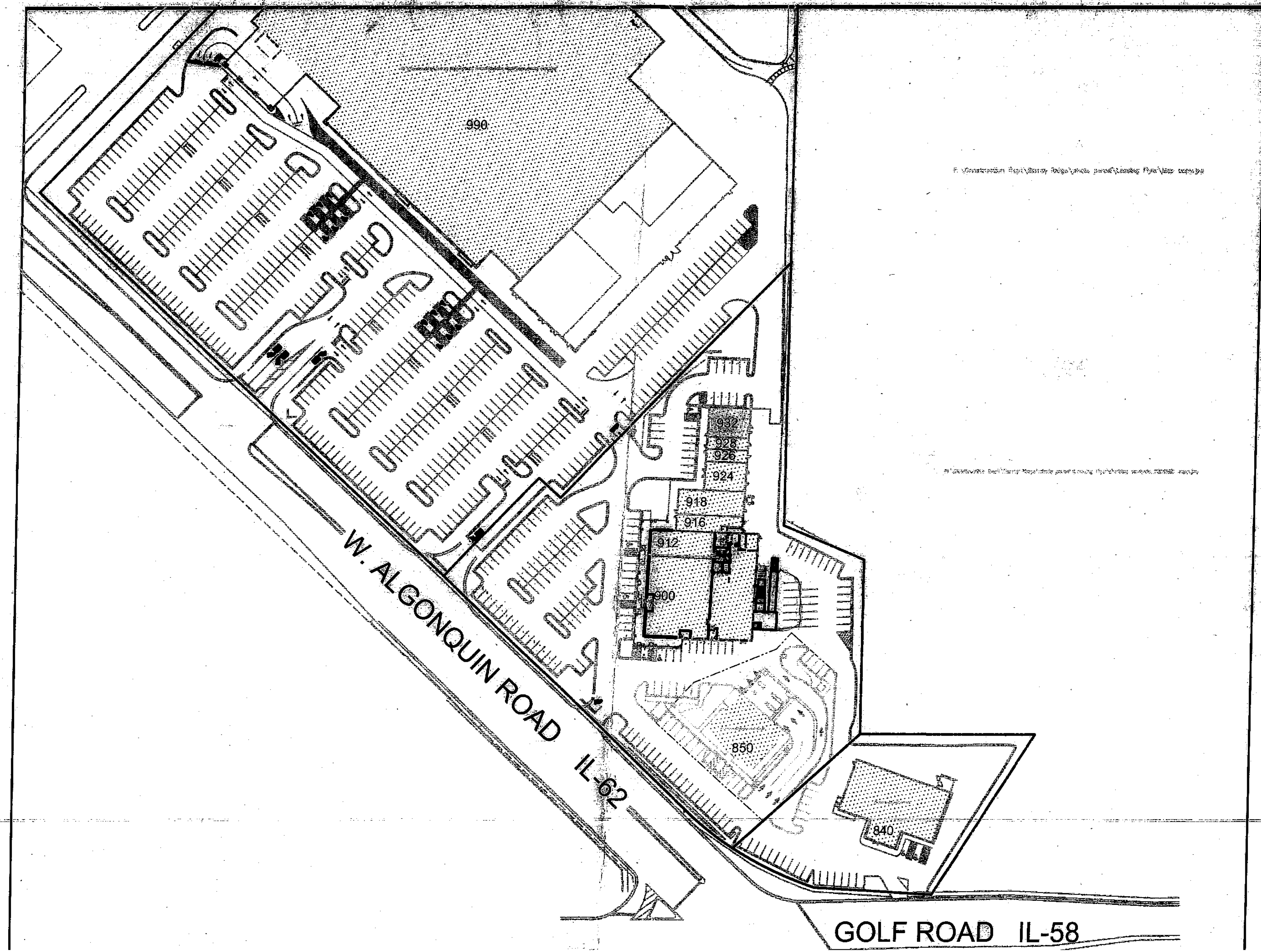
____
RONALD LeGRAND, JR.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS ____________ DAY OF

________________________, A.D. 2013.

____
NOTARY PUBLIC


990
932
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850
840
W. ALGONQUIN ROAD IL-62
GOLF ROAD IL-58

Narrative Report

May 28, 13, 2013

The following Narrative Report has been prepared for the space on 932 W. Algonquin.

Owner's Name: Jee H. Kim
Email: info@wasabichicago.com
Home Address: 2659 N. Spaulding Ave. #323
Chicago, Il 60647

Phone Number: 773-252-9740

Name of Business (DBA): TBA

LEASE SPACE: Approximately 1800 square feet of first level of shopping mall.

Business Concept: Use as Japanese restaurant, offering a full range of both traditional and contemporary Japanese cuisine, such as small plates and authentically crafted Japanese ramens. We will consent to the incidental sale of wines, draft beers and specialty Japanese cocktails.

Business Hours:
Lunch: Tuesday – Sunday: 11:30am – 2:30pm
Dinner: Tuesday – Thursday and Sunday: 5:00pm – 10:00pm
Friday and Saturday: 5:00pm – 11:00

Employee: We are planning to have 10 – 13 employees.

menu

SMALL PLATES

Edamame 枝豆 steamed soybean, sea salt 4
Pork Belly Buns 黒豚角煮バオ braised berkshire pork belly, organic romaine, sesame mayo, scallions 8
House Salad ハウスサラダ organic mixed greens, carrot, tomato, radish, house ginger dressing 4
House Made Dumplings 自家製ポーク餃子
pork and vegetable pot sticker, sesame dipping sauce, soy dipping sauce 7
Pork Belly and Kimchee Spring Roll 黒豚キムチ揚春巻き
berkshire pork belly, kimchee, glass noodle, micro greens, house tartar sauce 8
Fried Chicken Lollipops チューリップ唐揚げ marinated deep fried chicken, roasted garlic dip 7
Goma Ae ごま和え boiled spinach, sesame seeds, sweet sesame sauce 5
Seaweed Salad 中華風冷しワカメ marinated mixed seaweed salad 5
Agedashi Tofu 揚げ出し豆腐 deep fried tofu, dashi broth, spicy radish, chive, seaweed confetti 6.5
Tempura 天ぷら盛 shrimp, japanese sweet potato, japanese eggplant, green beans, shiitake mushroom, onion, zucchini 9
Calamari イカの揚げ物チリマヨ添えfried calamari, sweet chili dip 8
Hamachi Kama はまちかま焼き grilled yellowtail collar, sea salt, daikon radish, house ponzu 12
Sashimi Ceviche 魚貝のセビーチェ
octopus, shrimp, japanese sea scallop, avocado, lime, cilantro, jalapeno, red onion 9
Oyster Shooter 牡蠣ショット fresh oyster, caviar, house ponzu, quail yolk, chives 5
Uni Shooter 雲丹ショット sea urchin, caviar, house ponzu, chives 5
Japanese Pickles お新香盛合わせ daikon, cucumber, yamagobo, and eggplant pickles 4
Soft Shell Crab ソフトシェルクラブの唐揚げ deep fried soft shell crab, greens, house ponzu, chive, lemon 9
Wakame Su ワカメ酢 cucumber, seaweed, rice vinaigrette 4.5

BINCHO GRILLED SKEWERS seasoned with sea salt and pepper or house yakitori sauce

Beef Short Rib with house ponzu カルビポン酢 3 **Chicken Meatball** つくね 2.5
Chicken Thigh もも 2.5 **Chicken Breast** むね 2.5 **Chicken Gizzard** 砂肝 2
Chicken Skin 鶏皮 2.5 **Chicken Wings** 手羽 2.5 **Berkshire Pork Belly** 黒豚ばら 2.5
Shiitake Mushroom しいたけ 2 **Asparagus** アスパラ 2.5 **Zucchini** ズッキーニ 2.5 **Eggplant** なす 2

NOODLES

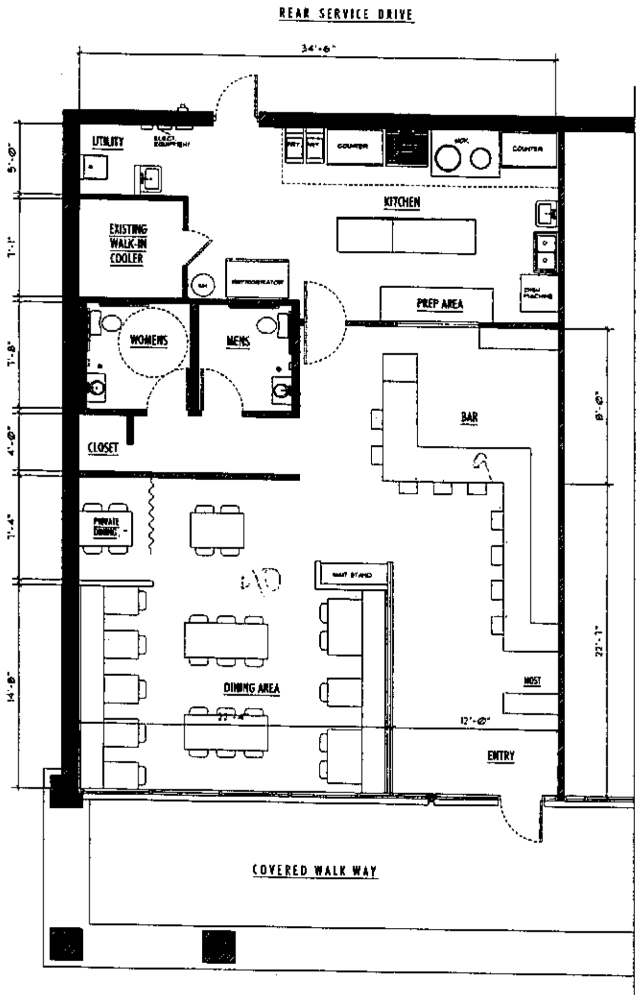
Chicken Pai Tan Ramen 鶏パイタンラーメン
egg noodle, jidori chicken broth, char siu pork, scallion, ajitama, nori 11
Spicy Chicken Pai Tan Ramen 鶏パイタンラーメン
egg noodle, jidori chicken broth, char siu pork, scallion, ajitama, nori, spicy bomb 12
Vegan Ramen ビーガンラーメン
buckwheat noodle, mushroom seaweed broth, seitan ragu, scallion, bock choy 12
Tempura Noodle Soup 天婦羅そば／うどん
shrimp tempura, spinach, scallion, dashi broth - your choice of noodles : udon (flour) or soba (buckwheat) 11
Niku Noodle Soup 肉そば／うどん
thin sliced sukini beef, spinach, scallion, dashi broth - your choice of noodles : udon (flour) or soba (buckwheat)11
Zaru ざるそば／うどん
cold noodle, wasabi, scallion, seaweed confetti, cold dashi dipping - your choice of noodles : udon (flour) or soba (buckwheat) 9

RICE BOWL

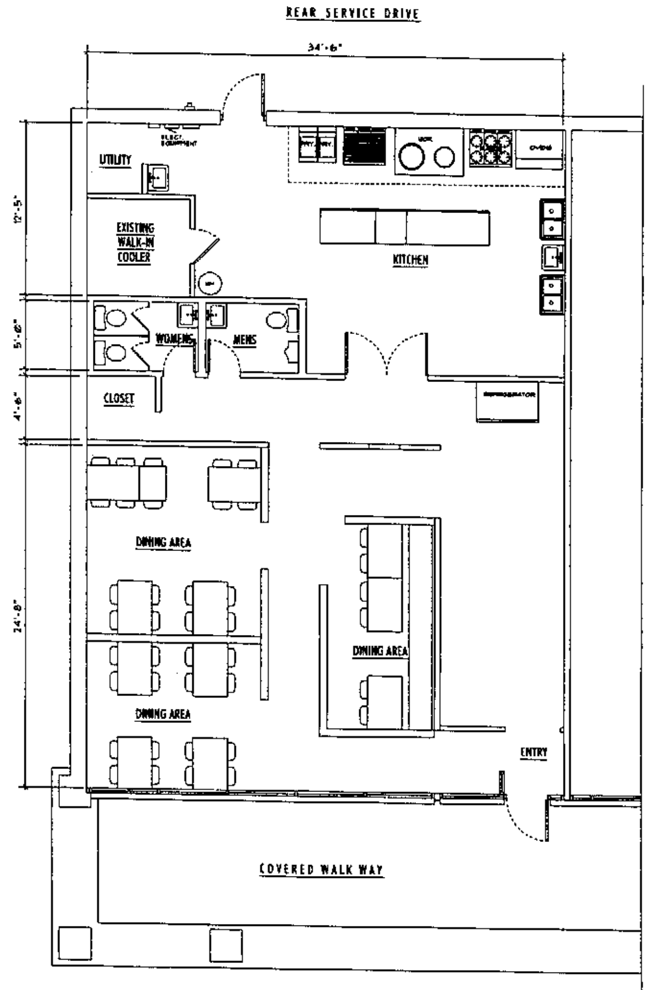
Yakitori Bowl 焼き鳥丼
Bincho grilled chicken thigh and breast, house soy, scallion, lettus, nori 9
Pork Katsu Bowl カツ丼
pork cutlet, egg, onion, scallions, red ginger 10
Sukiyaki Bowl すき丼
thin sliced beef, onion, potato pasta, scallion, house soy, red ginger 10

DESSERTS

Chocolate Dipped Mini Cheesecake ミニチーズケーキ raspberry sauce, berries 3.5
Baked Chocolate Lava Cake チョコレートラバケーキ vanilla ice cream, raspberry sauce, berries
Mochi Ice Cream 餅アイスクリーム green tea, chocolate, mango or strawberry 4
Ice Cream アイスクリーム red bean, green tea, or vanilla 3



(B) PROPOSED NEW FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



(A) EXISTING FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

JH DESIGN
ARCHITECTURE
INTERIOR DESIGN

932 ALGONQUIN ROAD
932 ALGONCQUIN ROAD, ALRINGTON HEIGITS, ILLINOIS

SHEET TITLE:
EXISTING FLOOR PLAN & PROPOSED NEW FLOOR PLAN

SHEET
SD-1

Parking Survey for 932 Algonquin Rd. Arlington Heights provided by Jee H. Kim.

Date	Number of cars / Time	Number of cars / Time
Friday, 6/21/2013	11 cars / 12pm	24 cars / 7:15pm
Monday, 6/24/2013	21cars / 12:30pm	18cars / 7:20pm
Tuesday, 6/25/2013	12 cars / 2pm	23 cars / 7:30pm

PLAN COMMISSION PROJECT TIMELINE

Project Name: Japanese Restaurant
PC Number: 13-013
Location: 932 W. Algonquin Road
Requested Action: Special Use for a Restaurant

	Date	# of Business Days
Preliminary Meeting	05/14/13	
Awaiting Petitioner Plat & Sub Request	06/10/13	19
Plat and Sub Committee Request	06/10/13	
Plat and Sub Committee Meeting	06/26/13	12
Awaiting Petitioner PC Application	07/01/13	3
Plan Commission Application Submittal Date	07/01/13	
1st Round Department Comments	07/12/13	9
Petitioner's Response	07/17/13	3
Plan Commission Hearing	07/24/13	5
Village Board	08/05/13	8
Village Board Ordinance Adoption	08/19/13	10

Note:
Legal notice; State Statue requires 15 to 30 days notice.
Between the preliminary meeting and Plat and Subdivision Committee submittal, the Petitioner's architect was preparing a concept floor plan.

Item: Ordinance - General Oblication Refunding Bonds

Department: Finance/Legal

Bid Section

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

ATTACHMENTS:

Description	Type
Ordinance - Refunding Bond	Ordinance
Attachment - Refunding Bond Ordinance	Exhibits
Attachment - Refunding Bond Ordinance	Exhibits

ORDINANCE NUMBER 13-_____

AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

Adopted by the President and Board of Trustees on the 5th day of August 2013.

Published in Pamphlet Form by Authority of said Corporate Authorities on the ___ day of August 2013.

TABLE OF CONTENTS

LIST OF EXHIBITS:

ORDINANCE NUMBER ____

AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

PREAMBLES

— WHEREAS —

A. The Village of Arlington Heights, Cook County, Illinois (the *"Village"*) has a population in excess of 25,000 as determined by the last official census; and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Village has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds:

GENERAL OBLIGATION BONDS, SERIES 2006 (THE *"SERIES 2006 BONDS"*)

Original Principal Amount:	$20,000,000
Dated:	October 1, 2006
Originally Due:	December 1, 2007-2019
Amount currently outstanding:	$14,400,000
Amount to be refunded by the Bonds:	$____________

Series 2006 Bonds and Series 2006 Bonds to be refunded due December 1 and described as follows:

YEAR	AMOUNT ($) ORIGINAL BONDS DUE	AMOUNT ($) CURRENTLY TO BE REFUNDED	RATE OF INTEREST (%)
2013	1,500,000	NONE	4.00
2014	1,400,000	NONE	4.00
2015	3,400,000	NONE	4.00
2016	2,100,000	2,100,000	4.00
2017	2,000,000	2,000,000	4.00
2018	2,000,000	2,000,000	4.00
2019	2,000,000	2,000,000	4.00

of which Series 2006 Bonds, those due on or after December 1, 2015, are subject to redemption on December 1, 2014, the first call date, at the redemption price of par plus accrued interest to the date of redemption (the Series 2006 Bonds to be refunded being the *"Refunded Bonds"*).

D. Interest rates for the years in which the Refunded Bonds are due are currently more favorable in the market for Tax-exempt (as hereinafter defined) municipal bonds than they were at the time the Refunded Bonds were issued, and it is possible to refund the Refunded Bonds to achieve a net aggregate dollar and present value savings.

E. Pursuant to the Act, as defined below, the Village is authorized to issue general obligation bonds to accomplish the refunding (the *"Refunding"*) of the Refunded Bonds and it is deemed advisable and desirable to provide for the issuance of $__________ principal amount general obligation bonds for such purpose and for the purpose of realizing such net debt service savings.

F. The President and Board of Trustees of the Village (the *"Corporate Authorities"*) do hereby determine that it is advisable and in the best interests of the Village to borrow the sum of $__________ at this time pursuant to the Act for the purpose of paying the costs of the Refunding and in evidence of such borrowing, to issue its full faith and credit bonds in such principal amount.

G. Any Bond proceeds received by the Village in excess of the amounts necessary to refund the Refunded Bonds and to provide for the costs of issuance of the Bonds shall be applied to corporate capital project expenditures of the Village as hereinafter provided.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Corporate Authorities

Refunded Bonds

Refunding

Series 2006 Bonds

Village

B. The following words and terms are defined as set forth.

"Act" means the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as amended, as supplemental authority, and also the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

"Ad Valorem Property Taxes" means the real property taxes levied to pay the Bonds as described and levied in (Section 12 of) this Ordinance.

"Bond Counsel" means bond counsel for the Bonds, namely, Chapman and Cutler LLP.

"Bond Fund" means the Bond Fund established and defined in (Section 15 of) this Ordinance.

"Bond Moneys" means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

"Bond Register" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois duly authorized to do business as a bond registrar and paying agent with the powers and duties as herein set forth, or a successor thereto or a successor designated as bond registrar and paying agent hereunder.

"Bonds" means the General Obligation Refunding Bonds, Series 2013, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

"Book Entry Form" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"Clerk" means the Village Clerk of the Village.

"Code" means the Internal Revenue Code of 1986, as amended.

"County" means The County of Cook, Illinois, within which the corporate limits of the Village wholly exist.

"County Clerk" means the County Clerk of the County.

"Depository" means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"Escrow Agent" means The Bank of New York Mellon Trust Company, National Association, with offices located in the City of Chicago, Illinois, or a successor thereto or a successor designated as Escrow Agent, as agent under the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement by and between the Village and the Escrow Agent, as authorized in (Section 15 of) this Ordinance and set forth as *Exhibit A*.

"Letter of Representations" means the agreement (letter of representations or blanket letter of representations or other) between the Village and the Depository accommodating the Book Entry Form of the Bonds.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 5th day of August 2013.

"Purchase Price" means the purchase price of the Bonds, to-wit: $_____________ (being equal to the par amount of the Bonds, plus original issue premium in the amount of $_________ and net of an underwriter's discount of $__________), plus accrued interest to the date of delivery, if any.

"Purchaser" means ________________, ____________, ____________, the initial purchaser of the Bonds.

"Record Date" means the fifteenth day of the month preceding any interest payment date.

"Tax-exempt" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

"Term Bonds" means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as Term Bonds in this Ordinance.

"Treasurer" means the Director of Finance/Treasurer of the Village.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct and complete and do incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is advisable and in the best interests of the Village to provide for the Refunding and, to pay a portion of the costs, to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. *Bond Details*. There shall be issued and sold the Bonds in the aggregate principal amount of $__________. The Bonds shall each be designated *"General Obligation Refunding Bond, Series 2013"*; be dated the date of delivery thereof (the *"Dated Date"*); and shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively from one (1) upwards in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due (without right of prior redemption) and payable serially **[or as Term Bonds]** on December 1 of the years subject to the right of prior redemption and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT ($)	RATE (%)
2014		
2015		
2016		
2017		
2018		
2019		

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2013. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a given Record Date. The principal of or redemption price of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose, located in the Chicago, Illinois, or at successor Bond Registrar or locality.

Section 5. Redemption. A. Mandatory Redemption. The Bonds due on December 1 of the following years are Term Bonds and are subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 1 of the years and in the amounts as follows:

[None, there are no Term Bonds.][Insert Term Bond provisions, as needed]

B. Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

C. Term Bond Covenants and Provisions. Those of the Bonds denominated Term Bonds, if any, shall be subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 1 of the years and in the amounts set forth for same. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity. If the Village redeems pursuant to optional redemption as provided for the Bonds or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

Section 6. Redemption Procedures. **[Reserved.][The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.**

A. Notice to Registrar; Selection of Bonds. **For a mandatory redemption, unless otherwise notified by the Village, the Bond Registrar will proceed on behalf of the Village as its agent to provide for the mandatory redemption of such Term Bonds without further order or direction hereunder or otherwise. For an optional redemption, the Village shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed and, if applicable, the effect of any partial redemption of Term Bonds on the mandatory redemption of such bonds.**

B. Selection of Bonds within a Maturity. **For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided,* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000**

Bond or $5,000 portion. The Bond Registrar shall make such selection (1) upon or prior to the time of the giving of official notice of redemption, or (2) in the event of a refunding or defeasance, upon advice from the Village that certain Bonds have been refunded or defeased and are no longer Outstanding as defined.

***C. Official Notice of Redemption*. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:**

(1) the redemption date;

(2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for

redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

D. Conditional Redemption. **Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.**

E. Bonds Shall Become Due. **Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in the paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.**

F. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver*. **Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.** ***In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Letter of Representations, and the giving of such notice shall constitute a waiver by the Depository and the hereinafter defined Book Entry Owner, as registered owner, of the foregoing notice. After giving proper notification of redemption to the Bond Registrar, as applicable, the Village shall not be liable for any failure to give or defect in notice.***

G. *New Bond in Amount Not Redeemed*. **Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.**

H. *Effect of Nonpayment upon Redemption*. **If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall become due and payable on demand, as aforesaid,**

but, until paid or duly provided for, shall continue to bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. ***Bonds to Be Canceled; Payment to Identify Bonds.*** **All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.**

J. ***Additional Notice.*** **The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters;** ***provided, however,*** **that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village (unless a separate agreement shall be made), (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.**

K. ***Bond Registrar to Advise Village.*** **As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.]**

Section 7. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered physical Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the *"Book Entry Owner"*). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any officer of the Village who is a signatory on the Bonds is hereby authorized, empowered, and directed to execute and deliver or utilize a previously executed and delivered Letter of Representations or Blanket Letter of Representations (either being the *"Letter of Representations"*) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, none of the following: the Village, its Treasurer or any other Village officer, or the Bond Registrar, shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village, its Treasurer or any other Village officer, and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book

Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 8. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 9. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the *"Bond Register"* as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal office maintained for the purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 10. *Form of Bond*. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
No. _____ | REGISTERED
$_________

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF COOK
VILLAGE OF ARLINGTON HEIGHTS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2013

See Reverse Side for
Additional Provisions.

Interest Rate: ____%	Maturity Date: December 1, _____	Dated Date: August 21, 2013	CUSIP: 041447 __

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Arlington Heights, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"Village"*), hereby acknowledges itself to owe and for value received promises to pay (without right of prior redemption) to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2013, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at The Bank of New York Mellon Trust Company, National Association, with trust offices maintained for the purpose located in Chicago, Illinois, as paying agent and bond registrar (the *"Bond Registrar"*). Payment of interest shall be made to the

Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the applicable Record Date (the *"Record Date"*). The Record Date shall be the fifteenth day of the month preceding any interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Arlington Heights, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

____
President, Village of Arlington Heights
Cook County, Illinois

ATTEST:

____
Village Clerk, Village of Arlington Heights
Cook County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2013, having a Dated Date of August 21, 2013, of the Village of Arlington Heights, Cook County, Illinois.

THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION
as Bond Registrar

Date of Authentication:

____

By ____________________________________
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of $__________ issued by the Village for the purpose of paying the costs of a certain Refunding, and of paying expenses incidental thereto, all as described and defined in Ordinance Number 13-_____ of the Village, passed by the President and Board of Trustees on the 5th day of August 2013 authorizing the Bonds (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act (of Illinois), as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and Reform Act being the *"Act"*), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

The Bonds are issued in fully registered form in the denomination of $5,000 or authorized integral multiples thereof. Subject to the provisions relating to this Bond remaining in Book Entry Only Form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

This Bond is not subject to optional **[or mandatory]** redemption prior to maturity.

[Insert Term Bond provisions, as needed.]

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

THE VILLAGE HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(B)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

____

____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: __________________________ ______________________________

Signature guaranteed: ____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 11. Security for the Bonds. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the Village, without limitation as to rate or amount, and from any other lawfully available funds.

Section 12. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual taxes (the *"Ad Valorem Property Taxes"*):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) SUM OF:
2013	for interest and principal up to and including December 1, 2014 [interest on December 1, 2013 being provided for with funds on hand and lawfully available]
2013	for interest and principal
2014	for interest and principal
2015	for interest and principal
2016	for interest and principal
2017	for interest and principal
2018	for interest and principal

The Ad Valorem Property Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the *"Bond Moneys"*) in the Bond Fund shall be applied to pay principal of and interest on the Bonds. Interest or principal coming due at any time when there are insufficient funds on hand from the Ad Valorem Property Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Ad Valorem Property Taxes herein levied; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund. Each year, upon a determination made by the Corporate Authorities that there are or will be sufficient funds lawfully available for the purpose of paying all or a portion of the interest on and principal of the Bonds during such year or the following year, the Corporate Authorities may direct the abatement of the Ad Valorem Property Taxes levied for such year or following year, as may be applicable. This determination and direction for abatement may, but need not be, made a part of the annual budget and appropriation proceedings for the Village. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 13. *Filing with County Clerk.* Promptly, after this Ordinance has become effective, copies hereof, certified by the Clerk of the Village, shall be filed with the County Clerk; and said County Clerk shall in and for each of the years 2013 to 2018, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 14. *Sale of Bonds; Official Statement.* The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser, as evidenced by an *"Official Notice of Sale"* and an *"Official Bid Form,"* as submitted to and presented to the Corporate Authorities at this meeting, as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer(s) of the Village designated therein are authorized and directed to execute the contract (bid form) on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities so voting hereon, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser. The Preliminary "Deemed Final" Official Statement of the Village, dated _________, 2013, relating to the Bonds, presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the Village, to be provided within seven business days hereof, relating to the Bonds (the *"Official Statement"*), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

Section 15. Creation of Funds and Appropriations.

A. There is hereby created a *"General Obligation Refunding Bonds, Series 2013, Bond Fund"* (the *"Bond Fund"*), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds. The portion of the 2012 levy extended for the Series 2006 Bonds not needed to pay principal of and interest on the Series 2006 Bonds shall be used as follows: i) the amount needed for the December 1, 2013 interest payment on the Bonds shall be transferred to the Bond Fund; ii) the remainder of said 2012 levy available as of the closing date of the Bond issue shall be deposited to the Escrow Account as defined in the Escrow Agreement; and iii) any amounts of said 2012 levy that the Village receives after the closing date of the Bond issue shall be transferred to the Bond Fund and used to pay principal and interest on the Bonds.

B. Ad Valorem Property Taxes, upon collection, shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Transfers to and from the Bond Fund shall be as directed by the Corporate Authorities.

C. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall either be paid directly at delivery of the Bonds at the direction of the Village or be retained by the Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary.

D. The amount necessary from the proceeds of the Bonds, together with such money in the bond fund for the Refunded Bonds as may be advisable for the purpose, shall be used to provide for the refunding of the Refunded Bonds pursuant to the provisions of the Escrow Agreement, all in accordance with the provisions of the Escrow Agreement, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved. The Purchaser, the Escrow Agent, and Bond Counsel, be and the same are each hereby authorized to act as agent for the Village in the purchase of the Government Securities or other investments described and set forth in the Escrow Agreement.

E. *"Excess Proceeds"* means, for purposes of this paragraph, (1) all original proceeds of the Bonds received at the closing of the Bond issue plus all investment earnings received thereon at any time until final disbursement of all such proceeds and earnings, minus (2) all amounts of such proceeds and earnings applied for the Refunding and the payment of all costs of issuance. If Excess Proceeds are less than $5,000, they shall be deposited into the Bond Fund and used to pay first debt service coming due on the Bonds. If Excess Proceeds should be $5,000 or greater, they shall be expended in a timely fashion on proper municipal corporate capital projects on advice of Bond Counsel.

F. Alternatively to the creation of such funds and accounts, the Treasurer may allocate the funds or accounts for payment of the Bonds and expenses of issuance of the Bonds to one or more related funds or accounts of the Village already in existence; *provided, however,* that this shall not relieve the Treasurer of the duty to account for the funds for payment of the Bonds and the Bond proceeds as herein provided.

Section 16. Continuing Disclosure Undertaking. The President or the Treasurer of the Village is hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in substantially the same form as now before the Village with this Ordinance as *Exhibit B*. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees, and agents of the Village; and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds not to be excludable from the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by counsel approving the Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance. The Village makes the following specific covenants:

A. None of the Bonds or the issue of bonds of which the Refunded Bonds were a part (the *"Prior Bonds"*) or of any issue of bonds refunded with the proceeds of the Prior Bonds was or shall be a "private activity bond" as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds of the Bonds or of the Prior Bonds or of any issue of bonds refunded with the proceeds of the Prior Bonds was or is to be used,

directly or indirectly, in any trade or business carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds or Prior Bonds or of any issue of bonds refunded with the proceeds of the Prior Bonds was or is to be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the projects or purposes financed with the Prior Bonds or of any issue of bonds refunded with the proceeds of the Prior Bonds, other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and no person, other than the Village or another governmental unit, will be a user of such infrastructure as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be "arbitrage bonds" under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

(1) Except for the Bond Fund, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the

Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of receipt.

(2) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(3) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" to the United States Treasury (the *"Rebate Requirement"*) is available to the Village, the Village will meet the Rebate Requirement.

(4) Relating to applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village. If such election may result in a "penalty in lieu of rebate" as provided in the Code, and such penalty is incurred (the *"Penalty"*), then the Village shall pay such Penalty.

C. None of the proceeds of the Bonds will be used to pay, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to make changes in the use of the Village infrastructure acquired, constructed, or improved with proceeds of the Prior Bonds or any issue of bonds refunded with proceeds of the Prior Bonds in any manner, notwithstanding the tax-exemption related representations and covenants in (Section 17 of) this Ordinance, *provided* it shall first have received an opinion of Bond Counsel to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

E. Each Bond is hereby designated as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code. In connection therewith the Village hereby affirms that: (i) none of such Bonds will be at any time a "private activity bond" (as defined in Section 141 of the Code); (ii) in calendar year 2013, the Village has not issued any Tax-exempt obligations of any kind nor have any other Tax-exempt obligations of any kind been issued on behalf of the Village; (iii) during calendar year 2013, the Village will not issue or cause to have issued on behalf of the Village more than $10,000,000 of Tax-exempt obligations, including the Bonds; (iv) not more than $10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2013 will be designated for purposes of Section 265(b)(3) of the Code; and (v) the Village is not subject to control by any entity, and there are no entities subject to control by the Village.

Section 18. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, and upon approval as to form by the Village Attorney, any officer of the Village is authorized to execute a mutually agreed-upon form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar by acceptance of duties hereunder agrees: (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer; (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar and the Bond Registrar respectively further covenants and agrees as follows: (A) The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry. (B) The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds. (C) The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment by notification in a manner similar to a material events notice as provided in its

Continuing Disclosure Undertaking. Any Bond Registrar appointed under the provisions of this Section shall be either the Village officer entrusted with custody of the Village funds or a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or in the Borough of Manhattan, New York, New York, and having capital and surplus and undivided profits in excess of $100,000,000. The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 19. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a *"Municipal Bond Insurance Policy"*) issued by a bond insurer (a *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Village Officers on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 20. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from Bond Moneys or the Bond Fund hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not. For purposes of this section, *"Defeasance Obligations"* means (a) noncallable, non-redeemable, direct and general full faith and credit obligations of the United States Treasury (*"Directs"*), (b) certificates of participation or trust receipts in trusts comprised wholly of Directs or (c) other noncallable, non-redeemable, obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury.

Section 21. Call of the Refunded Bonds; Taxes Previously Levied for the Refunded Bonds. Subject only to the delivery of the Bonds to the Purchaser and the corresponding proper funding of the Escrow Agreement:

A. The Refunded Bonds shall be called for redemption and prepayment on December 1, 2014.

B. For the year 2013 and thereafter, the taxes previously levied to pay principal of and interest on Refunded Bonds, to the extent such principal and interest is provided for from the proceeds of the Bonds or from other funds, shall be abated. The filing of a certificate of abatement by a Village officer with the County Clerk shall constitute complete authority and direction for the County Clerk to make such abatement. Taxes previously levied which are either on hand or cannot be abated (already in the process of extension) shall be applied to the Refunding or be deposited into the Bond Fund and used to pay the Bonds.

Section 22. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 23. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

ADOPTED: August 5, 2013

AYES: ______________________________

NAYS: ______________________________

ABSENT: ______________________________

Approved: August 5, 2013

____
President, Village of Arlington Heights
Cook County, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on August __, 2013.

ATTEST:

____
Village Clerk, Village of Arlington Heights
Cook County, Illinois

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, held at the Village Hall, located at 33 South Arlington heights Road, in said Village, at 8:00 p.m., on Tuesday, the 5th day of August 2013.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present: ____

____

The following Trustees were allowed by a majority of the Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: ____

____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: ____

____

* * * * * * * * * * * *

There being a quorum present, various business of the President and Board of Trustees was conducted.

* * * * * * * * * * * *

The President and Board of Trustees then discussed a proposed bond refunding for the Village and considered an ordinance providing for the issuance of General Obligation Refunding Bonds, Series 2013, of the Village, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

Thereupon, Trustee ___________________ presented an ordinance entitled:

> AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

(the *"Bond Ordinance"*).

Trustee ___________________ moved and Trustee ___________________ seconded the motion that the Bond Ordinance as presented be adopted.

A Board of Trustees discussion of the matter followed. During the discussion, ___________________, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of refunding certain outstanding general obligation corporate purpose bonds, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the Village, (3) that the ordinance provides for the levy of taxes to pay the bonds and approves an Escrow Agreement to accomplish the refunding, and (4) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: ______________________

____

and the following Trustees voted NAY: ____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois.

* * * * * * * * * * * *

Other business was duly transacted at said meeting.

* * * * * * * * * * * *

Upon motion duly made and carried, the meeting adjourned.

____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Arlington Heights, Cook County, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the *"Meeting"*) of the Corporate Authorities held on the 5th day of August 2013 insofar as the same relates to the adoption of an ordinance, numbered 13-_____ entitled:

> AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

(the *"Ordinance"*) a true, correct and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the *"Agenda"*) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities at least 72 hours in advance of the holding of the Meeting and also not later than 5 p.m. on

Friday, August 2, 2013; that the Agenda remained continuously posted until the adjournment of the Meeting; that the Agenda contained a separate specific item concerning the proposed adoption of the Ordinance; that a true, correct and complete copy of the Agenda as so posted is attached to this certificate; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village this 5th day of August 2013.

____
Village Clerk

[SEAL]

[Attachments: Minutes, Ordinance, Posted Agenda]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Arlington Heights, Cook County, Illinois (the *"Village"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the *"Corporate Authorities"*) thereof.

I do further certify that on the ___ day of August 2013 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance Number 13-_____ of the Village entitled:

> AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

as adopted by the Corporate Authorities on the 5th day of August 2013, and providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ___ day of August 2013.

____
Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such official I do further certify that on the ____ day of August 2013, there was filed in my office a duly certified copy of an ordinance entitled:

> AN ORDINANCE providing for the issuance of $__________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

duly adopted by the President and Board of Trustees of Village of Arlington Heights, Cook County, Illinois, on the 5th day of August 2013, and approved by the President, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County at Chicago, Illinois, this ____ day of August 2013.

____
County Clerk of
The County of Cook, Illinois

[SEAL]

• EXHIBIT A •

ESCROW AGREEMENT

This Escrow Agreement, dated as of August 21, 2013, actually executed and delivered the date last hereinbelow written, by and between the Village of Arlington Heights, Cook County, Illinois, and The Bank of New York Mellon Trust Company, National Association, a national banking association, with corporate trust offices located in the City of Chicago, Illinois, not individually but in the capacity as hereinafter described, for and in consideration of mutual covenants set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning.

"Aggregate Payment Requirement" means each payment of interest on and principal of or redemption price (as applicable) of the Refunded Bonds from the date hereof through the Final Maturity or the Call Date.

"Agreement" means this Escrow Agreement, dated as of August 21, 2013.

"Bond Ordinance" means the ordinance passed by the President and Board of Trustees of the Village on the 5th day of August 2013, entitled:

> AN ORDINANCE providing for the issuance of $_________ General Obligation Refunding Bonds, Series 2013, of the Village of Arlington Heights, Cook County, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with the refunding occasioned by such issuance.

authorizing the Bonds.

"Bond Registrar" means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent for the Refunded Bonds, as successor bank to the original bond registrar and paying agent.

"Bonds" means the Village's General Obligation Refunding Bonds, Series 2013, a part of the proceeds of which are to be used for the refunding of the Refunded Bonds.

"Call Date" means December 1, 2014, for the Refunded Bonds, which is the earliest date of redemption for the Refunded Bonds.

"Escrow Account" means the trust fund created under the terms of this Agreement with the Escrow Agent and comprised of the Government Obligations as more fully described in 2.02 hereof.

"Escrow Agent" means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

"Escrow Investments" means, collectively, the obligations purchased with Bond proceeds and deposited hereunder, as more particularly described in *Exhibit B* to this Agreement.

"Final Maturity" means, for each maturity of the Refunded Bonds to be paid through to the date of its final maturity, without optional early redemption, such final maturity date.

"Government Obligations" means the Escrow Investments and any direct non-callable, non-redeemable obligations of the United States of America (being United States Bills, Notes, Bonds or STRPS or SLGS) deposited hereunder, or other non-callable, non-redeemable obligations unconditionally guaranteed as to timely payment to maturity by the United States Treasury, acquired with the principal proceeds of or the interest earnings on the Escrow Investments as permitted or required by the terms of this Agreement and deposited hereunder.

"Paying Agent" means the paying agent for the Refunded Bonds, namely, the Bond Registrar therefor.

"President and Board of Trustees" means the President and Board of Trustees which is the governing body of the Village.

"Refunded Bonds" means the refunded bonds described as follows:

GENERAL OBLIGATION BONDS, SERIES 2006

Original Principal Amount:	$20,000,000
Dated:	October 1, 2006
Originally Due:	December 1, 2007-2019
Amount currently outstanding:	$14,400,000
Amount to be refunded:	$____________

Series 2006 Bonds and Series 2006 Bonds to be refunded due December 1 and described as follows:

YEAR	AMOUNT ($) ORIGINAL BONDS DUE	AMOUNT ($) CURRENTLY TO BE REFUNDED	RATE OF INTEREST (%)
2013	1,500,000	NONE	4.00
2014	1,400,000	NONE	4.00
2015	3,400,000	NONE	4.00
2016	2,100,000	2,100,000	4.00
2017	2,000,000	2,000,000	4.00
2018	2,000,000	2,000,000	4.00
2019	2,000,000	2,000,000	4.00

of which Series 2006 Bonds, those due on or after December 1, 2015, are subject to redemption on December 1, 2014, the first call date, at the redemption price of par plus accrued interest to the date of redemption.

"SLGS" means U.S. Treasury Obligations of the State and Local Government Series.

"Treasurer" means the Village Treasurer and Director of Finance.

"Verification Report" means the report of Dunbar, Breitweiser & Company, LLP, Bloomington, Illinois, attached hereto as *Exhibit A,* that the principal of, interest on, and profit realized from the Government Obligations, when received, and the beginning deposit on demand held hereunder will be sufficient timely to meet the Aggregate Payment Requirement.

"Village" means the Village of Arlington Heights, Cook County, Illinois.

ARTICLE II

CREATION OF ESCROW

2.01. Statement of Refunding. The Refunded Bonds are hereby refunded through their Call Date by the deposit with the Escrow Agent of moneys sufficient to purchase certain Government Obligations described in 2.02 hereof, which Government Obligations (together with the beginning deposit of funds as described herein) will provide all moneys necessary to meet the Aggregate Payment Requirement.

2.02. Escrow Deposit. The Village has deposited with the Escrow Agent at the execution and delivery of this Escrow Agreement the sum of $___________, derived from $___________ from proceeds of the Bonds and $___________ from lawfully available proceeds from the debt service fund for the Refunded Bonds (collectively, the *"Proceeds"*). The Proceeds have been used to acquire the Escrow Investments and to establish a beginning cash balance (*"Beginning Cash"*). The Escrow Agent now holds the Escrow Investments and the Beginning Cash (described on *Exhibit B* attached hereto).

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Village as follows:

3.01. Hold Escrow Account. The Escrow Agent will hold the Government Obligations and all interest, income and profit derived therefrom and all uninvested cash in a segregated and separate trust fund account for the sole and exclusive benefit of the Village and of the holders and registered owners of the Refunded Bonds and the Bonds, all to the purposes for which escrowed.

3.02. Beginning Cash; Reinvestments. The Beginning Cash in the Escrow Account shall remain uninvested and be applied to the payment of first interest due therefrom. Otherwise, the Escrow Agent will reinvest all available uninvested balances (rounded down to the nearest whole dollar) in the Escrow Account on deposit from time to time, whenever said balances exceed $1,000, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report and on *Exhibit C*. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America and shall be scheduled to mature on or prior to the next succeeding interest payment date on the Refunded Bonds on which such proceeds will be needed to pay the principal of or interest on the Refunded Bonds. Such investments shall, to the extent possible, be in SLGS with an interest rate equal to the lesser of the (i) maximum rate at the time of subscription and (ii) the yield on the Bonds, as shown in the Verification Report. Such investments shall be made only to the extent permitted by, and shall be made in accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of Public Debt. The Escrow Agent expressly recognizes that under current regulations all SLGS must be subscribed for not less than 5 days nor more than 60 days prior to date of issuance.

If the Department of the Treasury (or the Bureau of Public Debt) of the United States suspends or has suspended the sale of SLGS causing the Escrow Agent to be unable to purchase SLGS, then the Escrow Agent will take the following actions. On the date it would have purchased SLGS had it been able to do so, the Escrow Agent will purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States maturing no more than

90 days after the date of purchase (the *"Alternate Investment"*). The purchase price of the Alternate Investment shall be as close as possible to the principal amount of the SLGS that would have been purchased on such date if they had been available for purchase. The Escrow Agent will purchase each Alternate Investment at a price no higher than the fair market value of the Alternate Investment and will maintain records demonstrating compliance with this requirement. On the maturity of each Alternate Investment, the Escrow Agent shall pay the difference between the total of the receipts on the Alternate Investment and the purchase price of the Alternate Investment to the Village with a notice to the Village that such amount must be paid to the Internal Revenue Service pursuant to Rev. Proc. 95-47 or successor provisions including any finalized version of Prop. Treas. Reg. Section 1.148-5(c). If the Alternate Investment matures more than 14 days prior to the next succeeding interest payment date on the Refunded Bonds on which such proceeds will be needed to pay principal of or interest on the Refunded Bonds, the Escrow Agent shall treat such amounts as an uninvested balance available for reinvestment and shall take all reasonable steps to invest such amounts in SLGS (or additional Alternate Investments as provided in this Section).

The Escrow Agent acknowledges that the schedule of cash flows into and out of the Escrow Account appears in the schedules and columns of the Verification Report.

3.03. Uninvested Amounts Held in Trust. The Escrow Agent shall hold all balances not invested or reinvested as hereinabove described and on deposit in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

3.04. No Arbitrage. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Obligations, which would cause the Bonds or the Refunded Bonds to be classified as "arbitrage bonds" under applicable sections of the Internal Revenue

Code of 1986, as amended, and all lawful regulations promulgated thereunder; *provided,* it shall be under no duty to affirmatively inquire whether the Government Obligations as deposited are properly invested under said section; and, *provided, further,* it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

3.05. Apply Escrow Account to Pay Refunded Bonds. The Escrow Agent will promptly collect the principal of, interest on and income and profit from the Government Obligations and promptly apply the same solely and only to meet and pay the Aggregate Payment Requirement as due from time to time for the Refunded Bonds.

3.06. Remit Money to Paying Agent. The Escrow Agent will remit to the Paying Agent for the benefit of the Refunded Bonds, in good funds on or before the Call Date, moneys sufficient timely to meet the Aggregate Payment Requirement, as set out in the Verification Report, and each such remittance shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

3.07. Pay No Fees. The Escrow Agent will make no payment of fees, due or to become due, of any Bond Registrar or the Paying Agent.

3.08. Escrow Agent Fees. The costs and expenses of the Escrow Agent will be paid by the Village from funds other than those deposited hereunder. The Escrow Agent shall have no lien or right of set-off of any kind on the Escrow Account and shall look solely to the Village and its other funds for payment. The Escrow Agent shall charge such fees for its services as are reasonable and usual for like services rendered by similar institutions.

3.09. Powers and Duties. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful misconduct, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

3.10. May Hold Bonds and Refunded Bonds. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or Refunded Bonds.

3.11. Call for Redemption. The Refunded Bonds subject to redemption are hereby called for redemption on their Call Date at the redemption price therefor, stated again as follows:

SERIES	AMOUNT ($)	CALL DATE	PREMIUM (%)	PREMIUM ($)	TOTAL ($)
2006	8,100,000	12/01/2014	-0-	-0-	8,100,000

3.12. Manner of Redemption. The time, manner and form of giving notice of the call for redemption of the Refunded Bonds shall be as set forth in the ordinances of the Village and related documents on file with the Bond Registrar, pursuant to which the Refunded Bonds were issued, and certified copy of which, by execution hereof, the Escrow Agent acknowledges receipt; and further, as required by The Depository Trust Company (*"DTC"*), which is the registered owner of all of the Refunded Bonds through its nominee Cede & Co. The Escrow Agent avers that it is a participant in DTC, and as such participant, the Escrow Agent knows the rules and procedures of DTC with respect to the redemption of the Refunded Bonds. **The Escrow Agent shall act as agent for the Village in performing all acts, giving or causing to be given all notices, and providing such directions to the Bond Registrar to effect the payment and redemption of the Refunded Bonds as aforesaid.**

3.13. *A. MSRB Notice*. The Escrow Agent shall act as agent for the Village to authorize and direct the Bond Registrar to give notice of the call of such bonds, on or before the date the notice of such redemption is given to the holders of such bonds, (i) to the Municipal Securities Rulemaking Board (the *"MSRB"*) via the MSRB's Electronic Municipal Market Access (*"EMMA"*) system or by such other method as at the time of giving such notice shall be directed or recognized by the Securities and Exchange Commission (the *"Commission"*) and (ii) to the public or private repository designated by the State of Illinois as the state information depository and recognized as such by the Commission for purposes of the Rule (the *"Illinois SID"*), if any, *provided, however,* that the Escrow Agent takes no responsibility for the giving of such notice. As of the date of this Agreement, there is no Illinois SID.

B. *Notice of Defeasance.* Promptly, upon the delivery of this Agreement, and in no event later than 30 calendar days from the date hereof, the Escrow Agent shall act as agent for the Village in giving notice of the defeasance of all the Refunded Bonds to the MSRB via the EMMA system.

3.14. *Statement of Account*. The Escrow Agent will submit to the Treasurer a statement within 45 days of the date of this Agreement and thereafter within 30 days of the Call Date, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the period of such statement.

3.15. *Insufficiencies of Money*. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Obligations and funds on deposit in the Escrow Account will not be sufficient to make any payment (whether principal, interest or premium) due to the holders or registered owners of any of the Refunded Bonds, as and to the extent provided herein, the Escrow Agent shall notify the Village not less than 15 days prior to such date, and the

Village agrees that it will from any funds lawfully available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF VILLAGE

The Village covenants and agrees with the Escrow Agent as follows:

4.01. Escrow Agent Not Liable for Village. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Village herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Ordinance, and (c) any undertaking or statement of the Village hereunder or under said Bond Ordinance.

4.02. Village Shall Pay Insufficiencies. To the fullest extent it is required under the terms of the Refunded Bonds, the Village will promptly and without delay remit to the Escrow Agent, within ten days after receipt of its written request, such sum or sums of money as are necessary to make the payments required under 3.15 hereof and to fully pay and discharge any obligation or obligations or charges, fees or expenses incurred by the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement. The Village will promptly pay all Paying Agent and Bond Registrar fees.

4.03. Waive Other Redemption. The Village does hereby *waive* any rights it may have to pay any of the Refunded Bonds on any other dates than may be as provided herein (*i.e.* to the Call Date or Final Maturity, as may be applicable).

ARTICLE V

AMENDMENTS AND IRREVOCABILITY OF AGREEMENT

5.01. Amend for Error. The Village and the Escrow Agent may amend or add to the terms of this Agreement to correct errors, clarify ambiguities or insert inadvertently omitted material but only if any such correction, clarification or insertion has absolutely no adverse impact on the holders or registered owners of the Bonds or any of the Refunded Bonds. The Village may supplement this Agreement by providing for notice prior to any amendment to such parties as it may name in any such supplement, which will be effective upon filing with the Escrow Agent.

5.02. *No Other Amendment*. Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

5.03. *No Other Amendment*. Except as provided in 5.01 hereof, all of the rights, powers, duties and obligations of the Village hereunder shall be irrevocable and shall not be subject to amendment by the Village and shall be binding on any successor to the officials now comprising the President and Board of Trustees of the Village during the term of this Agreement.

5.04. *No Other Amendment*. Except as provided in 5.01 and 5.02 hereof, all of the rights, powers, duties and obligations of the Director of Finance hereunder shall be irrevocable and shall not be subject to amendment by the Director of Finance and shall be binding on any successor to said official now in office during the term of this Agreement.

ARTICLE VI

NOTICE

6.01. *Notice to Village*. All notices and communications to the Village and the President and Board of Trustees shall be addressed in writing to:

Village Clerk
Village of Arlington Heights
Village Hall
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or at such other address as is furnished from time to time by the Village.

6.02. Notice to Escrow Agent. All notices and communications to the Escrow Agent shall be addressed in writing to:

The Bank of New York Mellon Trust Company, N.A.
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602

or at such other address as is furnished from time to time by the Escrow Agent.

6.03. Notice to Treasurer. All notices and communications to the Treasurer shall be addressed in writing to:

Treasurer and Director of Finance
Village of Arlington Heights
Village Hall
33 South Arlington Heights Road
Arlington Heights, Illinois 60005

or at such other address as is furnished from time to time by the Treasurer.

ARTICLE VII

TERMINATION OF AGREEMENT

Upon the final disbursement for the payment of the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Village, and thereupon this Agreement shall terminate.

— This space intentionally blank —

IN WITNESS WHEREOF the Village has caused this Agreement to be signed in its name by its President, to be attested by the Village Clerk under its corporate seal hereunto affixed; and the Escrow Agent, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its ___________________ and to be attested by one of its __________________, all this 21st day of August 2013.

VILLAGE OF ARLINGTON HEIGHTS,
COOK COUNTY, ILLINOIS

By ____________________________________
President

ATTEST:

____
Village Clerk

[SEAL]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION
as Escrow Agent

By ____________________________________
Its__________________________________

ATTEST:

____
Its ______________________________

The foregoing Escrow Agreement has been received and acknowledged by me as of the date last written.

____

Treasurer and Director of Finance
Village of Arlington Heights
Cook County, Illinois

EXHIBIT A

VERIFICATION REPORT

EXHIBIT B

ESCROW INVESTMENTS

NO.	TYPE	MATURITY DATE	PAR AMOUNT	COUPON	CUSIP	TOTAL PURCHASE PRICE
1						
2						
3						
4						
5						

Beginning Cash: $______________

EXHIBIT C

REINVESTMENT SCHEDULE

TYPE OF INVESTMENT	SUBSCRIBE BY	PURCHASE DATE	PAR AMOUNT	MATURITY DATE

• EXHIBIT B •

CONTINUING DISCLOSURE UNDERTAKING

FOR THE PURPOSE OF PROVIDING
CONTINUING DISCLOSURE INFORMATION
UNDER SECTION (b)(5) OF RULE 15c2-12

This Continuing Disclosure Undertaking (the *"Agreement"*) is executed and delivered by Village of Arlington Heights, Cook County, Illinois (the *"Village"*) in connection with the issuance of $__________ General Obligation Refunding Bonds, Series 2013 (the *"Bonds"*). The Bonds are being issued pursuant to an Ordinance, as adopted by the President and Board of Trustees of the Village on August 5, 2012 (the *"Ordinance"*).

In consideration of the issuance of the Bonds by the Village and the purchase of such Bonds by the beneficial owners thereof, the Village covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT. This Agreement is executed and delivered by the Village as of the date set forth below, for the benefit of the beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with the requirements of the Rule (as defined below). The Village represents that it will be the only obligated person with respect to the Bonds at the time the Bonds are delivered to the Participating Underwriters and that no other person is expected to become so committed at any time after issuance of the Bonds.

2. DEFINITIONS. The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

Annual Financial Information means the financial information and operating data described in *Exhibit I*.

Annual Financial Information Disclosure means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements as set forth in Section 4.

Audited Financial Statements means the audited financial statements of the Village prepared pursuant to the standards and as described in *Exhibit I*.

Commission means the Securities and Exchange Commission.

Dissemination Agent means any agent designated as such in writing by the Village and which has filed with the Village a written acceptance of such designation, and such agent's successors and assigns.

EMMA means the MSRB through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

Exchange Act means the Securities Exchange Act of 1934, as amended.

MSRB means the Municipal Securities Rulemaking Board.

Participating Underwriter means each broker, dealer or municipal securities dealer acting as an underwriter in the primary offering of the Bonds.

Reportable Event means the occurrence of any of the Events with respect to the Bonds set forth in *Exhibit II*.

Reportable Events Disclosure means dissemination of a notice of a Reportable Event as set forth in Section 5.

Rule means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

State means the State of Illinois.

Undertaking means the obligations of the Village pursuant to Sections 4 and 5.

3. CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Bonds as set forth in *Exhibit III*. The Final Official Statement relating to the Bonds is dated August 5, 2013 (the *"Final Official Statement"*). The Village will include the CUSIP Number in all disclosure described in Sections 4 and 5 of this Agreement.

4. ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements (in the form and by the dates set forth in *Exhibit I*) to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Village will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment or waiver is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

5. REPORTABLE EVENTS DISCLOSURE. Subject to Section 8 of this Agreement, the Village hereby covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Bonds or defeasance of any Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Ordinance.

6. CONSEQUENCES OF FAILURE OF THE VILLAGE TO PROVIDE INFORMATION. The Village shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Village to comply with any provision of this Agreement, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under this Agreement. The beneficial owners of 25% or more in principal amount of the Bonds outstanding may challenge the adequacy of the information provided under this Agreement and seek specific performance by court order to cause the Village to provide the information as required by this Agreement. A default under this Agreement shall not be deemed a default under the Ordinance, and the sole remedy under this Agreement in the event of any failure of the Village to comply with this Agreement shall be an action to compel performance.

7. AMENDMENTS; WAIVER. Notwithstanding any other provision of this Agreement, the Village by ordinance authorizing such amendment or waiver, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including without limitation, pursuant to a "no-action" letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined either by parties unaffiliated with the Village (such as the Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority shall approve or require Annual Financial Information Disclosure or Reportable Events Disclosure to be made to a central post office, governmental agency or similar entity other than EMMA or in lieu of EMMA, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending this Agreement.

8. TERMINATION OF UNDERTAKING. The Undertaking of the Village shall be terminated hereunder if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Ordinance. The Village shall give notice to EMMA in a timely manner if this Section is applicable.

9. DISSEMINATION AGENT. The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

10. ADDITIONAL INFORMATION. Nothing in this Agreement shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Village shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event. If the Village is changed, the Village shall disseminate such information to EMMA.

11. BENEFICIARIES. This Agreement has been executed in order to assist the Participating Underwriters in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Village, the Dissemination Agent, if any, and the beneficial owners of the Bonds, and shall create no rights in any other person or entity.

12. RECORDKEEPING. The Village shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

13. ASSIGNMENT. The Village shall not transfer its obligations under the Ordinance unless the transferee agrees to assume all obligations of the Village under this Agreement or to execute an Undertaking under the Rule.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State.

VILLAGE OF ARLINGTON HEIGHTS,
COOK COUNTY, ILLINOIS

By: ____________________________________
Its: Treasurer and Finance Director
Address: 22 South Arlington Heights Road
Arlington Heights, Illinois 60005

Date: August 21, 2013

EXHIBIT I

ANNUAL FINANCIAL INFORMATION AND TIMING AND AUDITED FINANCIAL STATEMENTS

"Annual Financial Information" means financial information and operating data of the type contained in the Official Statement under the following captions:

1. The table under the headings of **"Retailers' Occupation, Service Occupation and Use Tax"**;

2. All of the tables under the heading **"PROPERTY ASSESSMENT AND TAX INFORMATION"**;

3. All of the tables under the heading **"DEBT INFORMATION"**; and

4. All of the tables under the heading **"FINANCIAL INFORMATION."**

All or a portion of the Annual Financial Information and the Audited Financial Statements as set forth below may be included by reference to other documents which have been submitted to EMMA or filed with the Commission. If the information included by reference is contained in a Final Official Statement, the Final Official Statement must be available on EMMA; the Final Official Statement need not be available from the Commission. The Village shall clearly identify each such item of information included by reference.

Annual Financial Information exclusive of Audited Financial Statements will be submitted to EMMA by 210 days after the last day of the Village's fiscal year. Audited Financial Statements as described below should be filed at the same time as the Annual Financial Information. If Audited Financial Statements are not available when the Annual Financial Information is filed, unaudited financial statements shall be included.

Audited Financial Statements will be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (*i.e.*, as subject to the pronouncements of the Governmental Standards Accounting Board and subject to any express requirements of State law). Audited Financial Statements will be submitted to EMMA within 30 days after availability to Village.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Village will disseminate a notice of such change as required by Section 4.

EXHIBIT II

EVENTS WITH RESPECT TO THE BONDS
FOR WHICH REPORTABLE EVENTS DISCLOSURE IS REQUIRED

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material

NOTE: DO NOT DELETE ANY EVENT, EVEN IF IT IS INAPPLICABLE TO YOUR TRANSACTION.

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* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.

EXHIBIT III

CUSIP NUMBERS

BASE NUMBER IS 041447

YEAR	SUFFIX
2014	
2015	
2016	
2017	
2018	
2019	