AGENDA
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
January 4, 2016
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

A. Presentation of the Colors by Junior Girl Scout Troop #41176 from Westgate School, 5th Grade

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. Village Board Minutes 12/21/2015

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register of 12/30/2015

VI. RECOGNITIONS AND PRESENTATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. OLD BUSINESS

X. CONSENT AGENDA

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

Consideration of this Consent Agenda will be governed by the following rules and procedures prior to roll call vote:

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

CONSENT APPROVAL OF BIDS

A. Downtown Recycling Containers

B. Professional Engineering Construction Design and Inspection Services - Parking Garage Rehabilitation Phases 2, 3 and 4.

C. Professional Services Contract Award - Water and Sewer Improvement Design

CONSENT LEGAL

A. A Resolution Approving a Contract Between the Village of Arlington Heights and Groot Industries, Inc. for Collection and Removal of Single-Family Residential Solid Waste
(4/1/16-3/31/21)

B. Resolution Approving a Final Plat of Resubdivision
(Drost-Hasche Resubdivision, 921, 923, 931 N. Highland Avenue)

C. Resolution Approving a Final Plat of Subdivision
(Northwest Crossings, 1421 and 1501 W. Shure Drive)

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

XIII. LEGAL

A. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code
(Hours of Operation for Class "B" and "BB" liquor licenses on Sunday)

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

XVI. REPORT OF THE VILLAGE MANAGER

A. Request for Closed Session per 5 ILCS 120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

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: Presentation of the Colors

Department: Village Manager's Office

Presentation of the Colors by Junior Girl Scout Troop #41176 from Westgate School, 5th Grade

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Bid Section

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

Item: Village Board Minutes 12/21/2015

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	**Type**
Village Board Minutes 12/21/2015	Minutes

MINUTES
President and Board of Trustees
Village of Arlington Heights
Board Room
Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
December 21, 2015
8:00 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

A. Presentation of the Colors by Girl Scout Troop #41718 from Windsor School, 5th Grade

III. ROLL CALL OF MEMBERS

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

Also in attendance were: Randy Recklaus, Robin Ward, Tom Kuehne, Bill Enright, Cris Papierniak, Mark Burkland and Becky Hume.

IV. APPROVAL OF MINUTES

A. Village Board Minutes 12/07/2015 Approved

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

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register of 12/15/2015 Approved

Trustee Joe Farwell moved to approve the Warrant Register of 12/15/2015 in the amount of $2,569,721,02. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

VI. RECOGNITIONS AND PRESENTATIONS

A. Presentation of the 2015 Arlington Heights Cultural Arts Award to Bill Chambers by the Arts Commission

President Hayes acknowledged Mr. Chambers' artistic achievements. Mary Seitz-Pagano, Chair of the Arts Commission, honored Mr. Chambers who is a renowned portrait artist and presented him with the 2015 Arlington Heights Cultural Arts Award. Also an illustrator, Mr. Chambers has received many awards throughout the Art community.

VII. PUBLIC HEARINGS

VIII.CITIZENS TO BE HEARD

IX. OLD BUSINESS

X. CONSENT AGENDA

CONSENT OLD BUSINESS

CONSENT APPROVAL OF BIDS

A. Insurance Renewal - Excess General Liability Approved

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

B. Metropolis Auditorium Lighting Equipment - Phase 1 Approved

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

C. Change Order Request - FY15Bb Water and Sewer Improvement Program — Approved

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

D. Emergency Operations Center Audiovisual System — Approved

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

E. Eastman Parking Garage - Elevator Repair — Approved

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

F. Storm Water Televising, Mapping and Condition Assessment — Approved

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

Sidor, Tinaglia

CONSENT LEGAL

A.	A Resolution Approving an Amendment to an Employee Lease Agreement with GOVTEMPUSA,LLC (Interim Planner)	Approved

Trustee Robin LaBedz moved to approve R15-049/A15-055. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

B.	An Ordinance Granting Preliminary Approval of a Planned Unit Development and Certain Variations from Chapter 28 of the Arlington Heights Municipal Code (Four story apartment building, 13 E. Miner Street)	Approved

Trustee Robin LaBedz moved to approve 15-054. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

C.	An Ordinance Authorizing the Sale of Surplus Property Owned by the Village of Arlington Heights (Vehicles)	Approved

Trustee Robin LaBedz moved to approve 15-055. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

D. An Ordinance Amending Chapter 13 of the Arlington Heights Municipal Code (Surrender of Class "B" and "T" liquor licenses) Approved

Trustee Robin LaBedz moved to approve 15-056. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

CONSENT PETITIONS AND COMMUNICATIONS

A. Permit and Bond Fee Waiver - Elk Grove Township Approved

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

CONSENT REPORT OF THE VILLAGE MANAGER

A. Settlement - Workers' Compensation Claim - Burgo Approved

Trustee Robin LaBedz moved to approve a settlement amount of $27,086.25 for the workers' compensation claim for Police Officer Susan Burgo. Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

XI. APPROVAL OF BIDS

XII. NEW BUSINESS

A. Northwest Crossings - Final Plat of Subdivision - PC#15-007 Approved

Mr. Recklaus said the Board approved the Preliminary Plat of Subdivision on

June 1, 2015. A Public Hearing was held on December 9th where the Plan Commission unanimously approved the Final Plat of Subdivision. There was one condition for approval, for the petitioner to provide a Reciprocal Easement Agreement for shared detention, and that condition has been met. Steve Bauer represented Northwest Crossings.

Trustee Rosenberg asked what type of tenant was being sought for the 1501 parcel. Mr. Bauer said that Thorburn Partners is currently evaluating a number of options, and has identified potential tenants, but does not have a definitive determination on what kind of business will go in. They are open to any type of tenant that would fit into the space, not just an office space user.

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

B. Drost/Hasche Subdivision - Final Plat of Subdivision - PC#15-017 — Approved

Mr. Recklaus said that this was a straightforward subdivision turning three lots into two. The Board approved the Preliminary Plat in November. A Public Hearing was held on December 9, 2015 where the Plan Commission unanimously approved the Subdivision.

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

XIII. LEGAL

XIV. APPOINTMENTS

XV. PETITIONS AND COMMUNICATIONS

Trustee Tinaglia said residents can pick up a "No Solicitation" sticker at any front counter at Village Hall. These stickers can be placed on a resident's front door. Mr. Recklaus said that solicitors are required to obtain a permit from the Village. If a solicitor comes to a resident's door which has the sticker, the resident should ask the solicitor to honor the "No Solicitation" sticker. If the solicitor does not leave, residents are to call 911.

XVI. REPORT OF THE VILLAGE MANAGER

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

- and -

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

XVIIADJOURNMENT

Trustee John Scaletta moved to adjourn to Closed Session at 8:20 p.m.
Trustee Thomas Glasgow Seconded the Motion.
The Motion: Passed
Ayes: Blackwood, Farwell, Glasgow, Hayes, LaBedz, Rosenberg, Scaletta, Sidor, Tinaglia

Item: Warrant Register of 12/30/2015

Department: Village Clerk

Bid Section

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

ATTACHMENTS:

Description	**Type**
Warrant Register of 12/30/2015	Warrant Register

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 12 - 30 - 2015

Fund	Fund Description	Total Transaction Amount
101	General Fund	$148,672.39
227	Foreign Fire Ins Tax Fund	$754.09
235	Municipal Parkg Opr Fund	$32,233.79
401	Capital Projects Fund	$45,058.65
435	EAB Fund	$19,530.58
505	Water and Sewer Fund	$13,306.41
605	Health Insurance Fund	$7,715.00
611	General Liability Ins Fnd	$14,247.73
615	Workers Compensation Ins	$152,698.66
621	Fleet Operations Fund	$24,636.94
625	Technology Fund	$3,530.37
715	Guaranty Deposits Fund	$1,900.00
TOTAL ALL FUNDS		$464,284.61

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 0					
Division: 0					
197087	715-0000-220.93-00	ALEKSANDAR ALEKSANDROV	REFUND BOND	$200.00	$200.00
197091	505-0000-140.10-00	AMERICAN PRINTING TECHNOLOGIES	POSTAGE	$1,955.91	$1,955.91
197101	101-0000-489.85-00	ARMOR SYSTEMS	COLLECTION FEES	$486.04	$486.04
197107	715-0000-220.93-00	BARBARA ZEKER	REFUND BOND	$1,100.00	$1,100.00
197117	101-0000-421.05-00	AGATA CIOCHON	REFUND VEHICLE STICKER	$12.00	$12.00
197118	101-0000-421.05-00	CHRISTINE CLANCY	REFUND VEHICLE STICKER	$18.00	$18.00
197128	235-0000-435.65-02	ADAN CRUZ	REFUND PARKING PERMIT	$40.00	$40.00
197130	101-0000-421.05-00	ED DUDA	REFUND VEHICLE STICKER	$10.00	$10.00
197153	715-0000-220.93-00	JENNIFER MORONIAK	REFUND BOND	$200.00	$200.00
197186	715-0000-220.93-00	ALEX PASHKIN	REPLACE LOST CK 194809	$200.00	$200.00
197191	715-0000-220.93-00	PIRITA LANDSCAPING INC	REFUND BOND	$200.00	$200.00
197207	101-0000-421.05-00	GEORGE STEWART	REFUND VEHICLE STICKER	$30.00	$30.00
197209	101-0000-140.05-00	SUNGARD PUBLIC SECTOR	MAINTENANCE SUPPORT 1-16	$15,256.02	$15,256.02
			Total Division:	**$19,707.97**	
			Total Department:	**$19,707.97**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**1**	**Board of Trustees**			
Division:	**1**				
197188	101-0101-501.22-03	PETTY CASH	TRAINING	$37.38	$37.38
			Total Division:	**$37.38**	
			Total Department:	**$37.38**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**2**	**Village Manager**			
Division:	**1**				
197093	101-0201-502.21-65	AMERICANEAGLE INC	MONTHLY FEE FOR IDEV FORM	$49.95	$49.95
197169	101-0201-502.22-03	DIANA MIKULA	ICMA CONFERENCE	$202.00	$202.00
197221	101-0201-502.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
			Total Division:	**$336.95**	
			Total Department:	**$336.95**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**3**	**Human Resources**			
Division:	**1**				
197134	615-0301-552.42-75	GALLAGHER BASSETT SERVICES INC	CLAIMS - MEDICAL LOSS	$14,540.99	$14,540.99
	615-0301-552.42-80		CLAIMS - W/C	$138,157.67	$138,157.67
197179	605-0301-552.20-50	NORTHWEST COMMUNITY HOSPITAL	SERVICE HEALTH TESTING	$2,895.00	$7,715.00
			SERVICE HEALTH TESTING	$1,361.00	
			SERVICE HEALTH TESTING	$3,459.00	
197221	101-0301-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
			Total Division:	**$160,498.66**	
			Total Department:	**$160,498.66**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 4		**Legal Department**			
Division: 1					
2023	101-0401-503.20-10	HOLLAND & KNIGHT LLP	RETAINER 12-2015	$3,000.00	$3,000.00
197123	101-0401-503.21-65	COOK COUNTY RECORDER OF DEEDS	RECORDINGS	$746.00	$746.00
197221	101-0401-503.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$140.90	$140.90
			Total Division:	**$3,886.90**	
			Total Department:	**$3,886.90**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**5**	**Finance**			
Division:	**1**				
197108	101-0501-503.22-03	KEVIN BAUMGARTNER	TUITION REIMBURSEMENT	$1,500.00	$1,500.00
197134	611-0501-552.42-53	GALLAGHER BASSETT SERVICES INC	CLAIMS - VEHICLE LOSS	$20.00	$20.00
	611-0501-552.42-60		CLAIMS - VEHICLE LOSS	$14,227.73	$14,227.73
197188	101-0501-503.22-03	PETTY CASH	TRAINING	$9.67	$9.67
	101-0501-503.33-05		SUPPLIES	$70.00	$70.00
197212	101-0501-503.21-65	TKB ASSOCIATES INC	SOFTWARE UPGRADE/INSTALL	$600.00	$600.00
197221	101-0501-503.22-03	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$22.07	$22.07
			Total Division:	**$16,449.47**	
			Total Department:	**$16,449.47**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**6**	**Information Technology**			
Division:	**1**				
197093	625-0601-553.20-39	AMERICANEAGLE INC	HOSTING FEE	$180.00	$180.00
197141	625-0601-553.33-05	HARRIS TRUST & SAVINGS BANK	ZOHO CORPORATION	$690.00	$690.00
	625-0601-572.50-10		AMAZON MKTPLACE PMTS	$29.99	$636.34
			AMAZON MKTPLACE PMTS	$4.14	
			DMI DELL K-12/GOVT	$97.49	
			AMAZON MKTPLACE PMTS	$504.72	
			Total Division:	**$1,506.34**	
			Total Department:	**$1,506.34**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**7**	**GIS**			
Division:	**1**				
197139	625-0701-553.21-65	ALAN GROSS	REFUND WATER	$283.31	$283.31
197141	625-0701-553.22-03	HARRIS TRUST & SAVINGS BANK	URISA	$1,000.00	$1,645.00
			CAMA	$645.00	
197214	625-0701-553.21-65	VERIZON WIRELESS	INV 9757089485	$95.72	$95.72
			Total Division:	**$2,024.03**	
			Total Department:	**$2,024.03**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**10**	**Boards & Commissions**			
Division:	**17**				
197188	101-1017-502.33-05	PETTY CASH	SUPPLIES	$40.85	$40.85
			Total Division:	**$40.85**	
Division:	**18**				
197089	101-1018-502.22-10	ALLEGRA PRINT & IMAGING	PRINTING OF HOLIDAY CERTIFICATES	$220.00	$220.00
			Total Division:	**$220.00**	
			Total Department:	**$260.85**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 30		**Police Department**			
Division: 1					
197094	101-3001-511.22-03	VALERIE ANDREWS	TRAINING	$80.00	$80.00
197096	101-3001-511.40-67	ARLINGTON HEIGHTS ANIMAL HOSPITAL	VETERINARY SERVICES	$118.50	$118.50
197114	101-3001-511.21-65	CARRASCO, CYNTHIA	SERVICE PROFESSIONAL	$450.00	$450.00
197121	101-3001-511.22-03	EDWARD COMMERS	TRAINING	$80.00	$80.00
197124	101-3001-511.33-25	CORPORATE IDENTITY INC	HARDWARE SUPPLIES	$381.36	$381.36
197127	101-3001-511.21-65	CRITICAL REACH	ANNUAL FEE	$685.00	$685.00
197129	101-3001-511.21-02	CURRENT TECHNOLOGIES CORP	EQUIPMENT REPAIR	$100.00	$162.50
			SERVICE EQUIPMENT	$62.50	
197141	101-3001-511.22-03	HARRIS TRUST & SAVINGS BANK	ROSATI'S PIZZA	$61.35	$61.35
	101-3001-511.30-05		BEST BUY .COM	$185.29	$169.99
			BEST BUY.COM	($15.30)	
	101-3001-511.33-25		DUPAGE TRADING COMPANY	$131.95	$1,221.15
			SETCAN CORPORATION	$516.40	
			REYNOLDS FARM EQUIPMENT	$59.90	
			CHANNING BETE CO AHA	$361.93	
			AMAZON MKTPLACE PMTS	$45.98	
			DOLLAMUR SPORTS SURFACE	$104.99	
197155	101-3001-511.21-65	JP MORGAN CHASE	PROCESSING FEE	$45.95	$45.95
197156	101-3001-511.22-03	KAPPELMAN RICHARD	TRAINING	$15.00	$15.00
197175	101-3001-511.22-03	NE MULTI REGIONAL TRAINING INC	REGISTRATION	$260.00	$260.00
197182	101-3001-511.30-05	OFFICE DEPOT	OFFICE SUPPLIES	$49.14	$669.63
			OFFICE SUPPLIES	$180.59	
			OFFICE SUPPLIES	$59.50	
			OFFICE SUPPLIES	$18.74	
			OFFICE SUPPLIES	$175.67	
			OFFICE SUPPLIES	$28.53	
			OFFICE SUPPLIES	$9.42	
			OFFICE SUPPLIES	$133.86	
			OFFICE SUPPLIES	$14.18	
197185	101-3001-511.33-25	ORION SAFETY PRODUCTS	POLICE EQUIPMENT & SUPPLY	$2,902.48	$3,102.23

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
197185	101-3001-511.33-25	ORION SAFETY PRODUCTS	SHIPPING/DELIVERY SERVICE	$199.75	$3,102.23
197189	101-3001-511.33-25	PETTY CASH/POLICE	SUPPLIES	$22.56	$22.56
	101-3001-511.40-67		SUPPLIES	$22.56	$22.56
197190	101-3001-511.22-03	JOSEPH PINNELLO	TRAINING	$15.00	$15.00
197199	101-3001-511.21-65	SAGAN, JAROSLAW	SERVICE PROFESSIONAL	$550.00	$550.00
197200	101-3001-511.33-25	SECOND CHANCE CARDIAC SOLUTIONS	SUPPLIES	$1,631.45	$1,631.45
197208	101-3001-511.22-10	SUBURBAN PRESS	SERVICE PRINTING	$655.00	$655.00
197213	401-3001-572.50-15	ULTRA STROBE COMMUNICATIONS INC	EQUIP/INSTALL	$719.90	$1,363.85
			LABOR	$112.50	
			LABOR	$531.45	
197215	401-3001-572.50-10	VIA INC	FURNITURE, OFFICE	$1,636.98	$1,711.98
			SHIPPING/DELIVERY SERVICE	$75.00	

Total Division:	$13,475.06
Total Department:	$13,475.06

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	35	Fire			
Division:	1				
197086	101-3501-512.30-35	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$353.00	$353.00
	101-3501-512.31-85		BOATS,MOTORS & MARINE SUP	$4,560.00	$4,560.00
197110	101-3501-512.33-50	BOUND TREE MEDICAL LLC	EMERGENCY MEDICAL SUPPLY	$1,726.50	$1,726.50
197131	101-3501-512.30-01	FIRE ENGINEERING	SUBSCRIPTION RENEWAL	$29.00	$29.00
197132	101-3501-512.30-35	FIRESERVICE MANAGEMENT	TURNOUT GEAR REPAIR	$57.54	$57.54
197140	101-3501-512.22-03	HARPER COLLEGE CORP SERVICES	PARAMEDIC TUITION (3)	$8,287.50	$8,287.50
197141	101-3501-512.32-80	HARRIS TRUST & SAVINGS BANK	AMAZON.COM	$74.20	$74.20
	101-3501-512.33-05		JIMMY JOHN'S	$76.29	$76.29
197150	101-3501-512.31-85	INTERSPIRO INC	DIVE EQUIPMENT	$486.12	$486.12
197154	101-3501-512.30-35	JG UNIFORMS	CLOTHING & APPAREL	$3,777.30	$4,330.10
			EMBROIDERY	$87.60	
			DUTY SHOES	$70.95	
			DUTY BOOTS	$84.95	
			EMBROIDERY	$31.80	
			UNIFORM SHIRTS	$129.50	
			DUTY SHOES	$74.00	
			DUTY SHOES	$74.00	
197165	101-3501-512.30-35	MES	NOMEX FIRE HOODS	$658.50	$658.50
197177	101-3501-512.22-03	NORTHEASTERN IL PUBLIC SAFETY	LEADERSHIP CLASS	$1,050.00	$1,050.00
197184	101-3501-512.30-35	ON TIME INC	T-SHIRTS	$513.00	$513.00
197198	101-3501-512.31-85	RT 12 RENTAL CO INC	SALT SPREADERS	$1,956.00	$1,956.00
197220	401-3501-572.50-15	WS DARLEY & CO	FIRE PROTECTION EQUIP/SUP	$11,500.00	$11,500.00
197221	101-3501-512.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$22.07	$173.28
			OFFICE MACHINES & ACCESS	$85.00	
			OFFICE MACHINES & ACCESS	$22.07	
			OFFICE MACHINES & ACCESS	$22.07	
			OFFICE MACHINES & ACCESS	$22.07	
	101-3501-512.30-05		OFFICE MACHINES & ACCESS	$105.00	$105.00
			Total Division:	**$35,936.03**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
			Total Department:	**$35,936.03**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 37		**Foreign Fire Insurance**			
Division: 1					
197172	227-3701-512.22-03	MARTIN MORAN	TUITION REIMBURSEMENT	$754.09	$754.09
			Total Division:	**$754.09**	
			Total Department:	**$754.09**	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 40		**Planning**			
Division: 1					
197115	101-4001-521.40-41	CBS RADIO	ADVERTISING	$3,600.00	$3,600.00
197141	101-4001-521.21-65	HARRIS TRUST & SAVINGS BANK	APL ITUNES.COM/BILL	$0.99	$0.99
197188	101-4001-521.40-40	PETTY CASH	ECONO ALLIANCE	$28.98	$28.98
			Total Division:	**$3,629.97**	
			Total Department:	**$3,629.97**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 45		**Building & Health Service**			
Division: 1					
197178	101-4501-523.22-02	NORTHWEST BOCA	2016 MEMBERSHIP RENEWAL	$110.00	$110.00
197188	101-4501-523.22-03	PETTY CASH	TRAINING	$40.00	$115.00
			TRAINING	$20.00	
			TRAINING	$20.00	
			TRAINING	$20.00	
			TRAINING	$15.00	
197197	101-4501-523.33-05	RED WING SHOE STORE	SHOES	$200.00	$200.00
197221	101-4501-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
			Total Division:	**$510.00**	
Division: 2					
197095	101-4502-523.20-25	ARLINGTON CENTER	COUNSELING	$300.00	$300.00
197157	101-4502-523.20-25	KATOR LCSW, ANNE	COUNSELING	$260.00	$260.00
197221	101-4502-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
			Total Division:	**$645.00**	
Division: 3					
197221	101-4503-523.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$18.60	$18.60
			Total Division:	**$18.60**	
			Total Department:	**$1,173.60**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 50		**Engineering**			
Division: 1					
197102	401-5001-571.50-30	ARROW ROAD CONSTRUCTION CO	SERVICE CONSTRUCTION	$7,109.85	$7,109.85
197125	101-5001-524.30-35	CORPORATE IMAGING CONCEPTS INC	FIELD CLOTHING EMBROIDERY	$165.00	$165.00
197136	101-5001-524.20-05	GOVTEMPS USA LLC	TEMP. HELP - PLAN REVIEWER	$252.00	$252.00
197149	101-5001-524.20-05	INFRASTRUCTURE MGMT SERVICES	SERVICE PROFESSIONAL	$790.00	$790.00
197201	401-5001-571.50-30	GUNJAN SHAH	DRIVEWAY REIMBURSEMENT	$1,203.24	$1,203.24
197221	101-5001-524.22-15	XEROX CORPORATION	OFFICE MACHINES & ACCESS	$85.00	$85.00
			Total Division:	**$9,605.09**	
			Total Department:	**$9,605.09**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 71		**Public Works**			
Division: 1					
197084	101-7101-531.21-11	ABEL CARPETS	BUILDING MAINTENANCE	$1,160.00	$1,160.00
197085	435-7101-531.31-85	ADDISON BUILDING MATERIAL CO	TOOLS	$211.58	$211.58
197088	101-7101-531.31-65	ALEXANDER EQUIPMENT CO INC	BACKPACK BLOWER	$1,199.66	$1,199.66
197100	101-7101-531.31-80	ARLINGTON SIGNS & BANNERS	SIGN SUPPLIES	$225.00	$225.00
197105	101-7101-531.31-55	AUTOMATIC APPLIANCE	WATER VALVE	$54.50	$185.15
			FAST FILL WATER FILTER	$130.65	
197106	101-7101-531.21-02	B & K EQUIPMENT	FUEL PUMP MAINTENANCE	$166.25	$166.25
197109	101-7101-531.22-03	BELLANGER SCOTT	TRAINING	$163.80	$163.80
197111	101-7101-531.31-65	BUSHNELL INC	SNOW/ICE EQUIPMENT	$969.49	$969.49
197116	101-7101-531.30-35	CINTAS CORP	WORK SHIRTS AND PANTS	$36.82	$36.82
197119	435-7101-571.50-55	CLESEN ARTHUR INC	SEED	$1,972.00	$2,865.00
			SEED	$893.00	
197120	101-7101-531.31-65	COCA COLA	EVENT SUPPLIES	$522.00	$522.00
197122	101-7101-531.31-90	CONSERV FS	ICE MELT	$1,244.60	$1,630.75
			ICE MELT	$386.15	
	435-7101-531.31-85		TOOLS	$234.00	$234.00
197126	101-7101-531.22-02	COSTCO WHOLESALE MEMBERSHIP	MEMBERSHIP DUES	$55.00	$55.00
197133	435-7101-571.50-55	FLECKS LANDSCAPING	SERVICE TREES	$6,541.20	$6,675.50
			STUMP REMOVALS	$134.30	
197142	101-7101-531.21-02	HASTINGS AIR ENERGY CONTROL	GRABBER ASSEMBLY	$1,147.95	$1,743.90
			BALANCER	$595.95	
197143	101-7101-531.21-02	HAYES MECHANICAL	SERVICE BLDG MAINT	$2,281.00	$12,739.10
			REPAIR SERVICE EQUIPMENT	$9,683.00	
			EQUIPMENT MAINTENANCE	$260.14	
			EQUIPMENT MAINTENANCE	$514.96	
197144	101-7101-531.21-55	HENDRICKSEN ROBERT W COMPANY	SERVICE TREES	$1,973.00	$34,283.00
			SERVICE TREES	$967.00	
			SERVICE TREES	$18,013.00	
			SERVICE TREES	$1,436.00	
			SERVICE TREES	$11,894.00	

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Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
197145	101-7101-531.22-02	MICHAEL HODGE	CDL REIMBURSEMENT	$50.00	$50.00
197146	101-7101-531.31-85	HOME DEPOT #1922	VARIOUS SHOP TOOLS	$1,167.39	$1,167.39
197147	101-7101-531.22-15	IL PAPER COMPANY	COPY MACHINE MAINT	$293.20	$447.49
			COPY MACHINE MAINT	$154.29	
197152	101-7101-531.21-11	INTL EXTERMINATORS INC	MONTHLY SERVICE	$118.00	$118.00
197158	101-7101-531.31-65	LEE JENSEN SALES CO INC	SNOW/ICE EQUIPMENT	$300.00	$300.00
197159	101-7101-531.20-05	LEGAT ARCHITECTS	SERVICE CONSULTING	$191.50	$191.50
197160	101-7101-531.21-36	LO VERDE CONSTRUCTION CO INC	RENTAL/LEASE EQUIPMENT	$3,220.00	$3,220.00
197161	101-7101-531.21-65	LORELLE COMMUNICATIONS INC	SERVICE PROFESSIONAL	$2,100.00	$2,100.00
197162	101-7101-531.31-40	LOWES COMMERCIAL SERVICES	AGRICULTURAL SUPPLY	$69.80	$69.80
	101-7101-531.31-65		SNOW/ICE MATERIALS	$22.68	$22.68
	101-7101-531.31-70		STREET LIGHT SUPPLY	$15.16	$15.16
	101-7101-531.31-75		STREET LIGHT SUPPLY	$42.72	$131.00
			STREET LIGHT SUPPLY	$88.28	
	101-7101-531.31-85		TOOLS	$7.74	$301.88
			TOOLS	$113.88	
			TOOLS	$44.59	
			HARDWARE SUPPLIES	$135.67	
	101-7101-531.31-90		HARDWARE SUPPLIES	$659.00	$659.00
197164	101-7101-531.31-75	MC MASTER CARR SUPPLY CO	STREET LIGHT SUPPLY	$753.90	$753.90
197167	101-7101-531.21-02	MID AMERICAN ELEVATOR CO INC	EQUIPMENT MAINTENANCE	$790.10	$2,437.80
			EQUIPMENT MAINTENANCE	$857.60	
			EQUIPMENT MAINTENANCE	$790.10	
197168	435-7101-571.50-55	MIDWEST MATERIAL MANAGEMENT	SERVICE DISPOSAL	$9,544.50	$9,544.50
197180	101-7101-531.31-55	NORTHWEST ELECTRICAL SUPPLY CO	BULBS FOR TEEN CENTER	$19.59	$139.76
			CONDUIT	$120.17	
197181	401-7101-571.50-30	NUTOYS LEISURE PRODUCTS	FURNITURE, NON OFFICE	$8,160.00	$8,360.00
			SHIPPING/DELIVERY SERVICE	$200.00	
197183	101-7101-531.21-11	OKEH ELECTRIC CORP	SERVICE BLDG MAINT	$8,300.00	$8,300.00
197187	101-7101-531.21-11	PETE THE PAINTER INC	POP FACTORY EXTERIOR	$1,290.00	$1,290.00
197192	101-7101-531.21-55	POWELL TREE CARE INC	SERVICE TREES	$5,200.00	$5,200.00
197193	101-7101-531.20-05	PRECISE MRM LLC	GPS SERVICE	$64.40	$64.40
197195	401-7101-572.50-15	RADICOM	EQUIPMENT, NON OFFICE	$5,255.00	$5,255.00
197197	101-7101-531.30-35	RED WING SHOE STORE	BOOTS	$195.49	$632.59

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
197197	101-7101-531.30-35	RED WING SHOE STORE	CLOTHING	$169.99	$632.59
			CLOTHING	$109.62	
			CLOTHING	$157.49	
197202	101-7101-531.31-75	SHERWIN ACE HARDWARE	STREET LIGHT SUPPLY	$5.78	$13.26
			STREET LIGHT SUPPLY	$7.48	
	101-7101-531.31-85		TOOL	$11.99	$104.90
			TOOLS	$9.99	
			TOOLS	$82.92	
197205	101-7101-531.31-65	STANDARD INDUSTRIAL AUTO EQUIP	QC HYDROJET	$256.50	$256.50
197210	401-7101-571.50-30	SUNRISE ELECTRIC SUPPLY	STREET LIGHT SUPPLY	$2,199.32	$2,199.32
197211	101-7101-531.21-62	SXI	FORESTRY DISPOSAL	$1,200.00	$1,200.00
197218	101-7101-531.21-11	WIL-KIL PEST CONTROL	PEST CONTROL	$80.00	$235.00
			PEST CONTROL	$110.00	
			PEST CONTROL	$45.00	
197222	101-7101-531.20-05	RYAN ZIMMERMAN	WEATHER SERVICES	$618.75	$618.75

Total Division: $120,465.58

Total Department: $120,465.58

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 72		**Water and Sewer**			
Division: 1					
197092	505-7201-561.22-02	AMERICAN WATER WORKS ASSOC	DUES, HORNDASCH	$83.00	$83.00
197138	505-7201-561.31-85	GRAINGER W W INC	TOOLS	$119.00	$119.00
197141	505-7201-561.21-65	HARRIS TRUST & SAVINGS BANK	IPASS AUTO REPLENISH #5	$40.00	$40.00
	505-7201-561.31-65		AMZAON.COM	$127.70	$296.59
			AMAZON.COM	$127.70	
			AMAZON.COM	$26.24	
			AMAZON.COM	$14.95	
197148	505-7201-561.21-02	INDUSTRIAL NETWORK SYSTEMS	EQUIPMENT, NON OFFICE	$8,139.40	$8,139.40
197159	505-7201-561.20-05	LEGAT ARCHITECTS	SERVICE CONSULTING	$766.00	$766.00
197162	505-7201-561.21-02	LOWES COMMERCIAL SERVICES	WATER SEWER SYSTEM SUPPLY	$78.23	$78.23
	505-7201-561.31-02		BACKFLOW DEVICES	$26.50	$26.50
	505-7201-561.31-55		SMOKE DETECTOR	$21.78	$21.78
	505-7201-561.31-85		TOOLS	$298.27	$298.27
197163	505-7201-561.20-05	MC HENRY ANALYTICAL WATER LAB	WATER SAMPLES	$880.00	$880.00
197180	505-7201-561.31-55	NORTHWEST ELECTRICAL SUPPLY CO	MISC ELECTRICAL PARTS	$13.57	$13.57
197203	505-7201-561.50-10	SOUTHERN COMPUTER WAREHOUSE	MONITORS	$278.16	$278.16
197204	505-7201-561.31-65	STANDARD EQUIPMENT CO	ROLLER WELD	$209.92	$209.92
197206	505-7201-561.31-55	STANDARD PIPE & SUPPLY INC	CHERNE GRIPPER PLUG	$100.08	$100.08
			Total Division:	**$11,350.50**	
			Total Department:	**$11,350.50**	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department:	**73**	**Parking**			
Division:	**1**				
197176	235-7301-532.31-90	NEW DEAL DEICING	STREET/SIDEWALK SUPPLIES	$5,993.60	$5,993.60
			Total Division:	**$5,993.60**	
Division:	**2**				
197166	235-7302-532.21-11	MID AMERICA GLASS TINTING	BUILDING MAINTENANCE	$1,050.00	$1,050.00
197176	235-7302-532.31-90	NEW DEAL DEICING	STREET/SIDEWALK SUPPLY	$13,485.60	$13,485.60
			Total Division:	**$14,535.60**	
Division:	**3**				
197170	235-7303-532.21-11	MONDI CONSTRUCTION INC	CONCRETE WORK	$1,175.79	$1,175.79
197176	235-7303-532.31-90	NEW DEAL DEICING	STREET/SIDEWALK SUPPLY	$10,488.80	$10,488.80
			Total Division:	**$11,664.59**	
			Total Department:	**$32,193.79**	

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
Department: 75		**Municipal Fleet Services**			
Division: 1					
197090	621-7501-551.31-51	ALLIANCE HOSE & RUBBER CO	PLOW BLADE	$589.28	$589.28
197097	621-7501-551.21-08	ARLINGTON HTS ART GUILD	LAMP ASSEMBLY	$38.88	$38.88
197098	621-7501-551.31-51	ARLINGTON HTS FORD INC	GASKET	$13.11	$39.33
			GASKET	$13.11	
			GASKET	$13.11	
197099	621-7501-551.31-51	ARLINGTON POWER EQUIPMENT	CARBURETOR ASSEMBLY	$113.70	$113.70
197103	621-7501-551.31-51	ATLAS BOBCAT INCORPORATED	HOSE, TUBE	$161.97	$277.38
			SWITCH, BOLT, SPRING	$115.41	
197104	621-7501-551.31-51	AUTO ZONE	RUBBER MAT	$27.74	$27.74
197112	621-7501-551.21-07	CAR PRETTY	STICKER REMOVAL DETAIL	$100.00	$100.00
197113	401-7501-572.50-15	CAR QUEST	HAND TOOLS-POWER/NON POW	$2,722.00	$6,355.41
			VEH MAINTENANCE SUPPLY	$1,995.78	
			VEHICLE JACK	$478.05	
			TANK HANDLER	$355.00	
			STRUT TAMER	$804.58	
	621-7501-551.31-51		VEH MAINTENANCE SUPPLY	$70.24	$1,102.13
			VEH MAINTENANCE SUPPLY	$107.99	
			VEH MAINTENANCE SUPPLY	$6.00	
			VEH MAINTENANCE SUPPLY	$558.12	
			VEH MAINTENANCE SUPPLY	($58.49)	
			VEH MAINTENANCE SUPPLY	($4.22)	
			MARSHFIELD	$77.94	
			NPT TANK VALVE	$4.22	
			MISC PARTS	$12.99	
			NPT TANK VALVE	$4.22	
			WASHER PUMPS	$20.14	
			TEE	$17.97	
			HYD HOSE	$210.00	
			SMV EMBLEM	$43.34	
			SMV EMBLEM	$21.67	

WARRANT REGISTER - GM0002

Check #	Account Number	Payee	Description 1	Transaction Amount	Total Trans Amt
197113	621-7501-551.31-51	CAR QUEST	OIL FILTER	$10.00	$1,102.13
197116	621-7501-551.30-35	CINTAS CORP	WORK SHIRTS AND PANTS	$36.82	$36.82
197135	621-7501-551.31-51	GERMAN BLISS EQUIPMENT	LATCH, POP	$57.72	$57.72
197137	621-7501-551.22-02	GRABOWSKI KENNETH	CDL REIMBURSEMENT	$50.00	$50.00
197151	621-7501-551.21-07	INTERSTATE POWER SYSTEMS INC	SERVICE VEHICLE PARTS	$18,136.96	$18,136.96
	621-7501-551.31-51		FLTR INSRTKT	$151.80	$151.80
197164	621-7501-551.31-51	MC MASTER CARR SUPPLY CO	SUPPLIES	$181.07	$195.84
			SUPPLIES	$14.77	
	621-7501-551.31-65		SUPPLIES	($31.28)	$35.91
			SUPPLIES	$16.53	
			SUPPLIES	$19.38	
			SUPPLIES	$31.28	
197171	621-7501-551.31-51	MONROE TRUCK EQUIPMENT	VEH MAINTENANCE SUPPLY	$134.84	$631.39
			VEH MAINTENANCE SUPPLY	$154.06	
			VEH MAINTENACE SUPPLY	$244.87	
			CABLE	$97.62	
197173	621-7501-551.31-51	NAPA HEIGHTS AUTOMOTIVE	FUEL FILTERS	$77.37	$77.37
197174	621-7501-551.31-51	NATL CAP & SET SCREW CO	LOCKNUT	$288.00	$288.00
197194	621-7501-551.31-51	PRECISION SERVICE PARTS	MTR	$140.58	$140.58
197196	621-7501-551.21-07	RAYMAR HYDRAULIC REPAIR SRVC	MOTOR REPAIR	$572.45	$572.45
197216	621-7501-551.21-07	WENTWORTH TIRE SERVICE	TIRES	$170.99	$170.99
	621-7501-551.31-51		TIRES	$340.83	$578.43
			TIRES	$237.60	
197217	621-7501-551.31-51	WHOLESALE DIRECT INC	VEH MAINTENANCE SUPPLY	($73.04)	$473.24
			MISC PARTS	$147.56	
			LED PLASMA (PAIR)	$398.72	
197219	621-7501-551.31-51	WIRFS INDUSTRIES INC	FRC PARTS	$751.00	$751.00

Total Division: $30,992.35

Total Department: $30,992.35

TOTAL ALL FUNDS: $464,284.61

Item: Downtown Recycling Containers

Department: Building & Health Services

BACKGROUND

In 2006 the Village installed decorative curbside refuse containers to the Downtown. In an effort to provide recycling opportunities for patrons in the Downtown, in 2009 the Village installed seven curbside recycling containers that matched the existing refuse containers.

During negotiations for the upcoming contract with Groot Industries, the Village requested Groot collect recyclable items from thirteen additional curbside recycling containers. Groot agreed and the pick-up of the thirteen additional containers is included in the contract.

NuToys Leisure Products Inc. has provided our Downtown refuse and recycling containers over the past decade. They are unique to other refuse/recycling containers, and the design cannot be purchased from another vendor. Their unique design also has a shield that covers the plastic liner from being exposed, which creates a cleaner look. Their products have a twenty year warranty and the vendor stands behind their design and product. Although they are not custom containers, their containers are unique to any other recycling container in the market and the Village would like to keep a standardized appearance in the Downtown.

RECOMMENDATION

It is recommended that the Village Board waive the competitive bidding process and accept the proposal from NuToys Leisure Products, LaGrange, IL for $20,902.00 for thirteen recycling containers. Funds are available in account 511-7401-562-2154.

Bid Section

Item:

Bid Opening Date:

Account Numbers:
Total Budget for Specific Item:
Bid Amount:

Item: Professional Engineering Construction Design and Inspection Services - Parking Garage Rehabilitation Phases 2, 3 and 4

Department: Public Works

BACKGROUND

Proposals for Professional Engineering Design and Inspection Services related to the remaining three phases of the Village's multi-year parking garage rehabilitation program were solicited from five qualified engineering firms. All five of these firms possess extensive experience in this type of work and have shown interest in Village parking garage projects in the past. The scope of this engagement includes the preparation of plans and specifications, bid letting and recommendation, and construction inspection of the remaining work on the TIF 2 (North Garage) Floors 1-3, the TIF 1 (Vail Garage) Floors 1-4 and the Evergreen Underground Garage. These three phases as summarized above are scheduled to be completed in 2016, 2017 and 2018 respectively as outlined in the 2016-2020 Capital Improvement Program (CIP).

Only one proposal was submitted to the Public Works Department. It was from Walker Restoration Consultants with the following proposed costs:

Scope of Work	Year	Construction Design	Construction Inspections	Total
TIF 2 (North) Floors 1-3	2016	$29,000	$12,600	$41,600
TIF 1 (Vail) Floors 1-4	2017	$37,200	$16,200	$53,400
Evergreen Garage	2018	$11,400	$ 3,600	$15,000

Walker Restoration Consultants has previously provided Professional Engineering Services for the Village's parking garage rehabilitation and their performance has been very good. Each year's work is contingent on annual funding and this caveat was covered in the Request for Proposals.

RECOMMENDATION

It is recommended that the Village Board award a professional services contract to Walker Restoration Consultants in the amount of $41,600 for Phase 2 (2016), $53,400 for Phase 3 (2017) and $15,000 for Phase 4 (2018). Charges for this engagement shall be made against Account Number 235-7101-571.50-25 (BL-00-06).

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

Item: Professional Services Contract Award - Water and Sewer Improvement Design

Department: Public Works

BACKGROUND

The approved 2016-2020 Capital Improvement Program (CIP) includes funding in 2016 for the annual Water Main and Sewer Rehab/Replacement Program. These projects are part of the Village's ongoing program to replace and rehabilitate the Village's aging water main and sewer collection systems. The Public Works Department evaluates and prioritizes the water main and sewer pipe replacements based on defect severity, occurrence interval of failures, service reliability and other related parameters.

Proposals for Professional Engineering Design Services related to the 2016 Water and Sewer System Improvements Program were solicited from three qualified firms which possess extensive experience in this type of design work. The proposal scope of this engagement includes the design for replacement of approximately 5,000 lineal feet of existing water main and field construction inspection and engineering services related to spot repairs of sanitary sewers.

This proposal establishes hourly rates for various engineering disciplines to design and provide construction inspection services for water main replacement, sewer replacement and spot repair, as well as storm sewer repairs. The Village received three proposals which were evaluated based on cost, experience, and the firms understanding and ability to perform the scope of services. The cost submitted by each firm is summarized as follows:

PROPOSER	COST
McClure Engineering	$32,000
Haeger Engineering	$49,200
HR Green Engineering	$59,045

McClure Engineering provided the most comprehensive proposal. They propose to utilize junior personnel with oversight from senior personnel to leverage cost savings for the Village. McClure has used this method of design for the last four years with success on similar design projects.

Because the proposed costs were lower than anticipated, the Village will increase the scope to the $100,000 annual budget to maximize the design work performed and to match the annual budget for construction.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract for Water and Sewer Improvement Design to McClure Engineering for the not-to-exceed annual amount of $100,000 and authorize Staff to execute a contract. It is understood that funding for this program is contingent upon the approval of funds each year within the Capital Improvement Plan. The proposer has been determined to be responsible and the submitted proposal addresses all aspects of the required scope of work.

Bid Section

Item:	Professional Services Contract Award - Water and Sewer Improvement Design
Bid Opening Date:	Proposals opened December 23, 2015
Account Numbers:	505-9001-571.50-25 (WA-90-01)
Total Budget for Specific Item:	$100,000
Bid Amount:	$100,000

Item: Resolution - Garbage Contract - Groot Industries, Inc.

Department: Legal/Health Services

A Resolution Approving a Contract Between the Village of Arlington Heights and Groot Industries, Inc. for Collection and Removal of Single-Family Residential Solid Waste
(4/1/16-3/31/21)

Bid Section

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

ATTACHMENTS:

Description	**Type**
Groot Contract	Resolution

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS AND GROOT INDUSTRIES, INC. FOR COLLECTION AND REMOVAL OF SINGLE-FAMILY RESIDENTIAL SOLID WASTE

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

SECTION ONE: A contract by and between the Village of Arlington Heights and Groot Industries, Inc., regarding the collection and removal of single-family residential solid waste, 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 contract 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 4th day of January, 2015.

ATTEST:

____
Village President

____
Village Clerk

CONTRACT BETWEEN
THE VILLAGE OF ARLINGTON HEIGHTS AND
GROOT INDUSTRIES, INC. FOR COLLECTION
OF SINGLE-FAMILY RESIDENTIAL SOLID WASTE

This Contract is made and entered into by and between the Village of Arlington Heights, Illinois ("Village") and Groot Industries, Inc. ("Groot"), collectively the "Parties".

WHEREAS, the Village, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, and process or dispose SWANCC Waste and Non-SWANCC Waste from single-family properties as Municipal Services; and

WHEREAS, the Village is authorized, pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1), to provide for the methods of collection and processing or disposal of municipal waste from single-family properties located within its boundaries; and

WHEREAS, the Village has determined to provide municipal waste collection and processing or disposal services for single-family residential units and impose on such single-family residential units, charges for such services; and

WHEREAS, the Village has determined that it is in the best interests of its residents to contract with a single waste hauler to collect and process or dispose all SWANCC Waste at SWANCC's Wheeling Township Transfer Station (the "WTTS") or such other SWANCC or Non-SWANCC facility; and

WHEREAS, Groot, pursuant to the terms of this Contract and on behalf of the Village, is willing to collect and process or dispose all SWANCC Waste at the WTTS or such other SWANCC or Non-SWANCC facility;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION I DURATION OF CONTRACT

This Contract shall commence on the first day of April 2016, and shall end on March 31, 2021.

Should the Village desire, it may seek a five-year contract extension. The Village will notify Groot no later than April 1, 2020 if it is interested in an extension. Any extension must be mutually agreed to in writing prior to the expiration of this Contract.

SECTION II SOLID WASTE PROGRAM DEFINITIONS

The following definitions apply to this Contract:

1. ACT: The Environmental Protection Act, 415 ILCS 5/1 et seq., as amended from time to time, and applicable rules and regulations promulgated thereunder.

2. APPROVED FOOD SCRAPS: Garbage, refuse or other waste material comprised of organic food matter. Groot, in its sole discretion, will define acceptable food waste annually, based on how area compost facilities adjust or expand their definitions of acceptable food scraps.

3. BACK DOOR SERVICE: Collection and disposal of refuse at residential units in accordance with this solid waste program when specifically requested, at the back door, or at a location outside and behind the front line of the residence. Carts shall be returned to the rear of the house after being emptied by Groot.

4. CHANGE IN LAW: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation after the date of the Contract; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; or (iii) a change in interpretation of permit requirements or other obligations of Groot by a "Regulatory Authority"; provided that such event materially changes the costs or ability of Groot to carry out its obligations under this Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Contract is executed.

5. COLLECTION AT THE CURB: In areas with conventional curbs, "at the curb" shall refer to placement of solid waste behind the curb. In areas without conventional curbs, "at the curb" shall refer to placement of solid waste in the parkway at a reasonable distance, i.e., not closer than two feet, nor further than five feet, from the pavement.

6. CURBSIDE SERVICE: Curbside collection and disposal of refuse, landscape waste and recyclable materials at single-family residential units in accordance with the Village's solid waste program. Landscape waste and recyclable materials will be collected only at the curb.

7. DISPOSABLE CONTAINERS: Any bag, box or other container of sufficient strength and durability to withstand handling until the container and its contents are placed into the Groot collection vehicle. Containers and contents shall not exceed fifty pounds

8. GARBAGE: Any rejected or waste household food, offal, swill or carrion, and every accumulation of animal, fruit, or vegetable matter that attends the preparation, use, cooking, and dealing in or storage of meats, fish, fowl, fruits or vegetables, and any other matter of any nature which is subject to decay, putrefaction and the generation of noxious or offensive gases or odor or which during or after decay may serve as breeding or feeding material for flies or other germ-carrying insects. "Garbage" refers only to materials of a non-hazardous classification as defined by the Illinois Environmental Protection Agency.

9. LANDSCAPE WASTE: All accumulations of grass or shrubbery cuttings, leaves, tree limbs or trunks less than six inches in diameter and other materials accumulated as the result of the care of lawns, shrubbery, vines, trees and gardens. Landscape waste is the same as yard waste.

10. MUNICIPAL SERVICE: Service provided by Groot, on behalf of the Village.

11. NON-SWANCC WASTE: Residential landscape waste, residential items too large to be handled by packer collection vehicles, white goods, and certain residential recyclable materials (as described in Section VI), and any other materials designated by the Village for collection, provided that such materials are not SWANCC Waste.

12. PROJECT USE AGREEMENT: The Project Use Agreement, dated March 25, 1992, between SWANCC and the Village, as amended from time to time.

13. RECYCLABLE MATERIALS: Fiber products – newspaper, magazines, brown kraft paper bags, telephone books, catalogs, office paper, junk mail, envelopes, corrugated cardboard, chipboard, wet strength carrier stock, frozen food paper packages, juice boxes (Tetra paks); Non-fiber products – all #1 PET plastic containers, all #2 HDPE plastic containers, all #3 V-vinyl/polyvinyl chloride PVC plastic containers, all #4 LDPE plastic containers, all #5 PP-polypropylene plastic containers, all #7 other plastic containers, glass products colored green, brown and flint, formed aluminum containers, clean aluminum foil products, formed steel containers, aluminum cans, bi metal/steel cans, aerosol cans, paint cans which are cleaned and prepared properly, electronic waste and all other items which the Village and Groot agree to recycle in the future.

14. REFUSE: All garbage, ashes, discarded household furniture, furnishings, fixtures, concrete laundry tubs, appliances other than white goods, manure, and dead animals or parts thereof, household litter, junk scraps, and small auto parts; up to one cubic yard of six inch or greater diameter tree limbs, roots, and trunks, provided such items do not weigh over 50 pounds each; up to one cubic yard of building materials from home remodeling and repairs performed at the residence, provided such items are put into the carts supplied by Groot, disposable containers or in tied bundles not exceeding five feet in length and not weighing over 50 pounds per container or bundle; small amounts of bricks, sod, earth, concrete and rocks, provided such items are put into disposable containers not weighing over 50 pounds per container. Landscape waste and recyclable materials are not "refuse."

15. REMODELING WASTE: Materials commonly resulting from construction, maintenance, and rehabilitation of structures on the single-family property of a resident served by the Village solid waste company. Materials from remodeling of other properties are not remodeling waste for purpose of this Contract.

16. RESIDENTIAL SERVICE: Collection and disposal of refuse, landscape waste, recyclable materials and white goods from single-family properties.

17. SINGLE-FAMILY RESIDENTIAL PROPERTIES: Single-family dwellings, multi-family dwelling buildings containing less than four dwelling units, and townhouses in townhouse complexes requesting that solid waste collection and disposal service be provided in accordance with the Village residential solid waste collection and disposal program.

18. SINGLE-FAMILY SOLID WASTE SERVICE: Solid waste service for individual residential properties, residential properties with less than four living units, and townhouses in townhouse complexes requesting that solid waste collection and disposal service be provided in accordance with the Village residential solid waste collection and disposal program.

19. SOLID WASTE COLLECTION AND DISPOSAL: The collection and disposal of refuse and landscape waste by landfilling, composting or land application, and the recycling of recyclable materials and the collection and processing of white goods.

20. SOLID WASTE INFRASTRUCTURE (SWI) FEE: The fee established by the Village, and collected for the Village by Groot as the Village's agent.

21. SPECIAL COLLECTION: Collection of items not included in the "Refuse" definition above. A special fee, as set forth in this Agreement, shall be charged by Groot that is above and beyond the regular monthly rate.

22. STATE: State of Illinois.

23. SWANCC: The Solid Waste Agency of Northern Cook County.

24. SWANCC WASTE: Garbage and general household waste discarded by persons located within the Village limits of the Village of Arlington Heights residing in single-family dwellings, multi-family dwelling buildings including townhomes, condominiums and apartments, all municipally operated facilities, all commercial businesses having downtown street side refuse containers provided by the Village located throughout the Downtown District as set forth in the contract between the Municipality and the Franchisee. System Waste does not include commercial waste, institutional waste, industrial lunch room waste, construction and demolition waste.

25. VILLAGE MANAGER: The Manager of the Village of Arlington Heights or designated representative.

26. WHITE GOODS: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both gas and electric), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances as defined by State and/or Federal law.

27. WTTS: The Wheeling Township Transfer Station owned by SWANCC, located northeast of the intersection of Central and Des Plaines River Roads, in Glenview, Illinois.

SECTION III SERVICES FOR VILLAGE-OWNED OR OPERATED FACILITIES

1. Refuse Services – Groot shall provide refuse collection dumpsters and regular collection services at no charge to the Village for all Village-owned or operated facilities. The locations of Village-owned or operated facilities, the current number and size of dumpsters and roll-off units, and the current collection frequency are shown in Appendix A of this document. Any requested increase or frequency of collection outside the requirements of Appendix A must be mutually agreed upon between the Village and Groot.

2. Recycling Services – Groot shall provide exterior carts, dumpsters and regular collection services for recycled paper fiber, as well as plastic, glass, and aluminum food and beverage containers to the Village at no charge. These items are recycled by Village employees during the workday. The locations of the containers, the number and size of containers, and the collection frequency are shown in Appendix A. Any requested increase or frequency of collection outside the requirements of Appendix A must be mutually agreed upon between the Village and Groot.

3. Refuse Removal at Special Projects – Groot shall provide dumpsters or roll-off containers at no charge to the Village, for occasional refuse removal at Village projects using Village work forces at various work sites.

4. Emptying of Sidewalk Containers in Downtown District – Groot shall provide a minimum of twice per week emptying of the Village's decorative sidewalk trash and recycling containers located in the Downtown District (Downtown). Most containers have a 30-gallon capacity, while a few located at busier locations have a 45-gallon capacity. Additional collections will be requested by the Village if needed to prevent over-filling problems. Trash and recycling container locations are listed in Appendix B. Additional containers may be added to meet need.

5. Mane Event/Taste of Arlington Heights – Groot shall provide transportation and disposal of refuse and recyclables generated at the Mane Event/Taste of Arlington Heights held each August.

SECTION IV GENERAL REQUIREMENTS

1. Independent Contractor - Groot shall perform all work and services described herein as an independent contractor and not as an officer, servant or employee of the Village. Groot shall have exclusive control of, and the exclusive right to control the details of, the services and work performed hereunder in accordance with the terms of this Contract, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between Village and Groot. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Village, and no such person shall be entitled to any benefits available or granted to the employees of the Village.

2. Notices – All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as set forth below or to such other address as the parties may designate in writing:

To Village:
Village Manager, Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005

To Groot:
Municipal Manager, Groot Industries, Inc.
2500 Landmeier Road
Elk Grove Village, Illinois 60007

3. Records – Groot shall maintain its books and records related to the performance of this Contract in accordance with the following minimum requirements:

a. Groot shall maintain any and all residential billing addresses and records, ledgers, books of account, invoices, vouchers and electronic copies of canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements or which demonstrate performance under this Contract for a minimum period of three years, or for any longer period required by law, from the date of termination or completion of this Contract.

b. Any of the above records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time, during regular business hours, upon written request by a Village representative. The records shall be available to Village representatives at Groot's address indicated for receipt of notices in this Contract, or at the Village Hall.

c. Residential billing records, including records of residents who receive 15% or 50% discounts, and residents who subscribe for twice per week refuse collection, shall be provided upon Village request.

4. Contract Waiver or Breach – A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

This Contract is entered into and shall be performed in the State of Illinois. The Village and Groot agree that the laws of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of this Contract can be determined and effectuated.

5. Necessary or Reasonable Acts – Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to carry forth the transactions contemplated by this Contract so long as such instruments and acts (a) are not inconsistent with the provisions of this Contract and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Contract.

6. Contract Binding Upon Successors – This Contract shall be binding upon the parties hereto, their successors and assigns.

7. Oral Representations Invalid – This Contract and any exhibits attached hereto, contain the entire Contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

8. Amendments in Writing – No amendment of this Contract shall be valid unless made in writing and signed by the parties hereto.

9. Transfer of Contract – Neither Groot nor the Village shall assign, transfer, convey or otherwise hypothecate this Contract, or any part thereof, or their rights, duties or obligations hereunder to any other person, firm or corporation without the prior written consent of the other, which consent shall not be unreasonable withheld.

10. Act of God – Groot shall not be liable for damages for delay in performance when such delay or failure is the result of fire, flood, strike, act of God, or by any other circumstances which are beyond the control of Groot. Under such circumstances, however, the Village may, at its option, cancel the Contract, if such event continues in excess of seven business days and Groot provides no satisfactory remedy to collect refuse for the Village.

11. Delayed Enforcement – No delay or failure by either party to enforce any of the provisions of the Contract or to exercise any right therein granted shall be deemed a waiver thereof or limitation in any respect on the right of either party then and thereafter to enforce all provisions of this Contract and to exercise any such right.

12. Groot Financial Responsibilities – Groot shall pay at its cost the salaries of all employees engaged by it in connection with the performance of the Contract, and all other expenses,

including, without limitation, salaries of all employees, insurance premiums, disposal fees for non-SWANCC waste, all operating equipment acquisition costs or rental charges, administrative costs and equipment maintenance.

13. Quality Services to be Provided – Groot shall undertake to perform all services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Village, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

14. Groot Responsible for Costs – Except as specifically identified in this Contract, Groot shall pay when due all costs and expenses incurred with respect to the services to be provided pursuant to this Contract. Groot shall not be responsible for payment of disposal, processing or similar "tipping fees" in connection with disposal of SWANCC waste collected pursuant to this Contract.

15. Safety Compliance – Groot shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. Groot shall provide the Village with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.

Groot shall take reasonable precautions for the safety of employees and shall provide reasonable protection to prevent damage, injury or loss to employees performing the services and other persons who may be affected thereby.

16. Protection of Property – Groot shall take all reasonable actions to avoid damage, as a result of its and any subcontractor's operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, the work of separate contractors, and the property of the Village and others, and Groot shall repair any damage thereto or replace damaged items specifically caused by Groot or its subcontractors' operations. Groot shall also leave all property described in the preceding sentence in a clean and sightly condition, and shall clean property that has been made unclean or unsightly while serving the Village.

17. Personnel – Groot shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the services specified under this Contract.

18. Prohibition of Drugs and Alcohol – Groot shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

19. Collection and Disposal of SWANCC Waste – Groot shall provide for the collection and transportation of all SWANCC Waste from Arlington Heights to the WTTS or such other SWANCC or Non-SWANCC facility designated by the Village, and the collection, transportation and disposal (or sale) of all Non-SWANCC Waste at the facilities mutually agreed upon by the Village and Groot. Groot shall be the agent of the Village to provide the disposal of SWANCC waste.

20. Collection and Processing of Other Materials – All landscape waste, recyclables, and white goods collected pursuant to the requirements of this Contract are to be processed by Groot who will have sole responsibility for the proper disposition of these materials.

21. Billing Services – Groot is responsible for billing residents for solid waste services. Residents will be billed every three months (four times per year) in advance of service, with the bill indicating the period of service, once a week or twice a week service, whether it reflects a 15% or 50% senior citizen or disabled person discount, and the date due. Bills are to be sent to residents the month before the service period begins, and payments are due on the first day of the second month of the three-month billing period.

Groot is responsible for any losses due to failure of residents to pay for services. The Village will assist Groot in ensuring that residents have solid waste services by enforcing the Village requirement that all single-family properties obtain solid waste services from Groot. The Village will also cooperate and assist Groot by providing information about move-ins, move-outs, and water billing information.

Customers who have not remitted the required payment by the 15th day of the second month of each three-month billing period shall be notified about late payment on forms approved by the Village. Customers who have not remitted required payment by the end of the second month of each billing period shall be notified on approved forms that service is suspended. The Village shall be notified immediately when service to a residence is suspended by Groot.

22. Collection of Solid Waste Infrastructure Fee for Village – All refuse shall be disposed of at SWANCC. SWANCC will bill the Village for all refuse disposed at its transfer station. The Village will calculate an annual SWI fee for each single-family property that is sufficient to pay annual SWANCC disposal charges which will be added to Groot's monthly fee. Residents will then be billed the combined total of Groot's fee and the Village's SWI fee.

Groot shall deposit the SWI fee received from each resident into an account upon receipt of payment from the resident. Groot shall account for all SWI fees received from each resident. This information shall be provided to the Village on a quarterly basis. All SWI fees deposited each quarter are to be paid to the Village quarterly.

23. Collection from Non-Residential Properties Prohibited – Refuse collection, transportation and disposal from all non-residential units within the Village are not included within this Contract.

24. Collection from Town Home Properties Permitted – Services shall be provided to townhouse properties requesting that services be provided in accordance with this Contract. Townhouse residents may receive individual billings from Groot or the townhouse management may arrange for single billings for the entire property. In the event the Village contracts for a single solid waste company to serve all multi-family properties, all town house properties will be served by Groot pursuant to this contract.

25. Change in Laws – Throughout the term of the Contract, Federal, State, County or local legislation may change in a way that may impact the terms of the Contract. Groot and the Village agree to negotiate those items that constitute a significant impact in the Contract, and agree to binding arbitration in the event the parties cannot reach agreement.

26. Adjustment or Expansion of Services – The Village reserves the right to adjust or expand the services required under this Contract, upon prior written notice to Groot, to accommodate changes in the definition of SWANCC Waste or changes in services provided by SWANCC.

The Village and Groot agree to negotiate an equitable adjustment to Groot's compensation under this Contract required as a result of any substantial adjustment or expansion of services.

27. Collection Days – Except as modified during holiday weeks, refuse, recyclable materials, and landscape waste shall be collected according to the following schedule. White goods will be collected weekly on an appointment basis and residents are required to call Groot in advance to schedule the collection.

Quadrant #1- North of Oakton Street and west of Arlington Heights Road
Refuse, recycling and landscape waste will be collected on Mondays. For residents subscribing for a second refuse collection, that will occur on Thursdays.

Quadrant #2- South of Oakton Street and west of Arlington Heights Road
Refuse, recycling and landscape waste will be collected on Tuesdays. For residents subscribing for a second refuse collection, that will occur on Fridays.

Quadrant #3- North of Oakton Street and east of Arlington Heights Road
Refuse, recycling and landscape waste will be collected on Thursdays. For residents subscribing for a second refuse collection, that will occur on Mondays.

Quadrant #4- South of Oakton Street and east of Arlington Heights Road
Refuse, recycling and landscape waste will be collected on Fridays. For residents subscribing for a second refuse collection, that will occur on Tuesdays.

28. Holidays – Collections normally falling on the holidays listed below will be deferred until the following day during the holiday week:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Independence Day	Christmas Day

Any of the above-listed holidays which fall on a Sunday will be observed on the following Monday, with all of the other collections delayed one day for the remainder of the week. No other change in the weekly schedule will be allowed without the prior written consent of the Village.

29. Hours of Collection – All refuse, landscape waste, white goods, and recycling collection shall be between the hours of 7:00 AM and 6:00 PM. A sufficient number of collection vehicles and operators are to be provided to complete collections during these hours.

30. Ready Telephone Access – Groot shall provide an office through which it can be readily contacted to receive services requests and complaints from Village residents and Village officials. Sufficient toll-free telephone lines, telephones, and service staff are to be provided from 8:00 AM – 5:00 PM each day when the contractor is collecting in the Village. Sufficient staff is to be provided to minimize caller waiting time to less than three minutes.

31. Route Supervisor Liaison – The Groot route supervisor shall act as a liaison between the Village, Groot, and residents by visiting in person at the Health Services Division office each afternoon that service is provided, prior to collection vehicles and operators completing their routes. The purpose of such visits is so the route supervisor can receive any messages from Village officials or from residents for service requests or complaints. Groot shall also equip the

supervisor with a cellular telephone and provide the number to the Village so Village officials can contact him regarding service requests and complaints.

Groot shall also provide the Village with a telephone number at which Groot can be reached after Groot's regular work hours.

32. Route Supervisor Oversight – The route supervisor shall spend as much time in the Village on collection days as needed to ensure that collection vehicle operators provide high quality service to the Village and its residents, and to provide prompt attention to service requests and complaints.

33. Village Manager's Decision Final – The Village Manager shall be charged with the responsibility to arbitrate all service and rate disputes between Groot and the customers. The Village Manager's decision concerning such disputes shall be binding upon all parties concerned.

34. Provision of Data to Village – Groot shall provide the Village with monthly information about quantities of solid waste collected in the Village. Data shall include volume and weight of refuse delivered to SWANCC, volume and weight (if available) of landscape waste delivered to processing sites, number of landscape waste stickers sold to businesses that sell stickers, landscape waste disposal locations, pounds of recyclables collected and broken down by separate types of materials, processing locations, and subcontractors for recyclable materials.

35. New Brochure for Residents Each Year – Groot shall mail residents a new brochure each year prior to April 1 to provide information about rates, procedures, services, schedule changes due to holidays, and other essential or important information. The Village must review and approve the brochure prior to printing. Groot is responsible for all printing and mailing costs.

36. Service Interruptions for Vacations – Groot shall allow residents to interrupt service and not be charged for service for vacations of 30 or more days, providing residents notify Groot prior to the vacation interruption.

37. Damage to Streets Prohibited – Groot shall provide collection equipment that will not disfigure or damage Village streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village requires that Groot repair, at Groot's expense, all damage caused by vehicles owned and operated by Groot to Village property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator negligence.

38. Closed Streets – In the event a street is closed due to construction work, Groot agrees to collect refuse, white goods, landscape wastes, and recyclable materials in accordance with the regular schedule, and in accordance with a method of collection approved by the Village. The method of collection shall be a method offering minimal inconvenience to residents along the street and minimal expense to Groot.

39. Senior Citizen Refuse Discount – Groot shall provide a 15% refuse discount for all households that apply for and are approved for the Village Senior Citizen Refuse Discount. The discount is available for residences with a head of household age 65 or older. Village staff will process applications for the discount, and will inform Groot when households are to begin receiving the discount. Discounts are to begin at the start of the first three-month billing period following the approval by the Village of the senior citizen's application for the discount.

40. 50% Refuse Discount For Households with Low-Income Senior Citizen Householders and Householders with Disabilities – Groot shall provide a 50% refuse discount for households in which the head of the household or their spouse is age 65 or older, and the household income does not exceed $16,000 per year. A 50% discount is also to be provided to households in which the head of the household or their spouse has a disability and the household income does not exceed $16,000 per year. The Americans with Disabilities Act definition of "disability" shall apply.

Village staff is responsible for processing the applications for the 50% discount, and will inform Groot when households are to begin receiving the discount. Discounts are to begin at the start of the first three-month billing period following the acceptance of the discount application.

41. Prevention and Remediation of Spills – All materials hauled by Groot shall be contained, tied, or enclosed so that leaking, spilling or blowing of materials or fluids is prevented. In the event of any spillage by Groot on the parkway, street or alley, Groot shall immediately clean up the materials or fluids. If such materials or fluids are not cleaned up after receipt of notice (verbal or written) from the Village, the Village may clean up same and the Village may bill the cost to clean up any spillage or displacement to Groot for services rendered by the Village.

42. Missed Collections – In case of a missed pickup that is the fault of Groot and that is reported to Groot by the Village or a resident, Groot shall collect the missed items from such residence within 24 hours of notification. Such calls to Groot shall be logged by Groot.

In the event Groot is unable to render scheduled residential service to any customer due to the inaccessibility of the customer's solid waste, Groot will maintain a record of the address and time of the missed pickup.

43. Items Not Collected – Groot shall place a notice on items that are not collected because of non-compliance with collection requirements.

44. Uniforms – All collection employees shall be required to wear a work uniform. The uniform shirt or jacket shall clearly indicate that the employee is employed by Groot. The Village, with the prior written consent of Groot, has the right to require or define what shall be considered suitable work clothes for collection employees.

45. Operator's License – Each employee driving a vehicle shall, at all times, carry a valid Illinois operator's license for the type of vehicle being driven.

46. Failure to Provide Services – If Groot fails to collect materials herein specified for reasons other than an Act of God, for a period in excess of five business days, or fails to operate the system in a satisfactory manner as determined by the Village, the Village shall notify Groot in writing by certified mail or by personal service of its default under the Contract, and that this Contract shall be terminated unless Groot shall perform to the satisfaction of the Village within five days of the date the aforesaid notice was received by Groot. In the event the default is not cured, the Village may terminate this Contract and the Village's obligation and Groot's rights hereunder shall cease and be of no further force and effect.

Groot agrees that in the event Groot fails to fulfill any of the provisions stipulated in this Contract the Village may, at its option, without waiving any of its other rights, hire such persons and equipment and enter into such contracts as deemed necessary to perform the work described herein, and the Village shall have the right to charge Groot such sum of money so expended. In addition, the Village shall be entitled to reimbursements of all expenditures including all costs, expenses and attorney's fees resulting from such failure of performance on the part of Groot. The Village may deduct any costs, expenses and attorney's fees incurred as the result of Groot's default from Groot's Performance Bond provided herein.

In the event of a strike that lasts more than seven business days, Groot shall credit each resident's invoice to reflect the number of refuse collections missed due to a work stoppage. The Village shall require Groot to provide minimal collection services (defined as at least one collection per seven days) to essential locations, namely municipal facilities listed in Appendix A. Further, in such event, Groot shall secure at least four locations in the Village for residential drop-off. These locations shall be mutually agreed to by the Village and Groot. Groot shall provide the collection bins and collection services for these drop-off locations. Any costs and fees associated with these collections and/or litigation in regard to drop-off locations will be the sole responsibility of Groot.

47. Rights of Village – Any and all rights of the Village shall be cumulative.

48. Performance Bond – Within 14 days of receipt of notice of award of contract, Groot must furnish a performance bond in the amount of $500,000 payable to the Village as security for the faithful performance of the specified services. Premiums for the performance bond shall be paid by Groot. A certificate from the surety showing that the bond premiums are paid in full shall accompany the delivery of the executed bond. The Performance Bond shall extend to and include coverage of any SWI Fee collected by Groot but not paid to the Village.

49. Compliance with Village Code – Groot shall comply with the provisions of Chapter 19, Article 1, Garbage and Refuse, of the Village Code, as now or hereafter amended.

SECTION V REFUSE COLLECTION AND DISPOSAL

1. Disposal of Refuse

a. SWANCC Waste – Materials to be collected by Groot in accordance with this Contract and transported to the WTTS or such other SWANCC or Non-SWANCC facility designated by the Village shall include all items collected pursuant to this Contract and defined as "System Waste" in the Village's Ordinance No. 92-023.

b. Non-SWANCC Waste – Materials to be collected by Groot in accordance with this Contract and transported to a facility mutually agreed upon by the Village and Groot shall include the following:

1) White Goods
2) Landscape Waste
3) Recyclable Materials

c. Groot covenants and agrees that it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the WTTS and that all fines assessed to Groot pursuant to the Rules and Regulations are the sole responsibility of Groot.

2. Backdoor Refuse Collection – Groot shall offer backdoor collection of refuse at a higher fee for persons selecting this service. There will not be a limit to the amount of refuse that Groot shall collect. Residents shall place the refuse in the cart provided by Groot. Refuse that exceeds

the cart capacity may be placed in disposable containers such as plastic bags or cardboard boxes, provided the containers do not exceed a weight of 50 pounds each. Over-sized items must be placed at the curb for collection.

3. White Goods Appliance Collection – Groot shall provide separate collection and proper processing and recycling of white goods appliances in accordance with all State and Federal requirements. White goods are defined by State statue and include refrigerators, air conditioners, freezers, dehumidifiers, furnaces, boilers, heat pumps, clothes washers and dryers, dish washers, hot water heaters and coolers, stoves, ovens, and refuse compactors. Residents shall call Groot in advance to arrange for collection. White goods will be collected one day per week as designated by Groot. Groot drivers shall notify the Groot dispatcher about white goods placed at the curb. White goods collection is unlimited.

4. Move Out Collection – Groot shall collect, at no cost to the Village, all refuse placed at the curb by a resident moving out of their home. Collections are to occur on regular collection days or upon special request by the Village to eliminate a serious nuisance condition. Collection shall be made whether or not the customer has current service, or service has been terminated due to failure to pay their account.

5. Refuse Collection Vehicles – Groot shall provide an adequate number of high quality vehicles for collection services to ensure timely completion of routes. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall have the name, a vehicle identification number, and a toll free local phone number of Groot clearly visible on the side. Refuse and landscape waste vehicles shall be of a compactor type. No truck shall displace or leak fluids, oil, hydraulic fluids, etc. In the event any vehicle is not properly operable, Groot shall immediately provide a substitute complying with the terms outlined herein.

A listing of vehicles to be utilized in carrying out this Contract shall be provided to the Village prior to starting work under this Contract. Groot shall provide an adequate work force so as to ensure regular collection under adverse weather conditions, regardless of breakdowns or similar problems.

The Village reserves the right to inspect the vehicles any business day throughout the term of this Contract to ensure that the vehicles are maintained in satisfactory condition and otherwise maintained pursuant to the terms and manner herein prescribed. If front loading compactor vehicles are provided, the contractor shall make arrangements at no additional charge for collecting items that will not fit into the front hopper.

6. Refuse Carts – Groot will provide each single family residence in the Village a refuse cart at no charge. The resident may choose a 95, 65 or 35 gallon cart. If a resident does not specify the cart size, Groot will deliver a 95 gallon cart. Residents will be given the opportunity to switch cart size as of June 1, 2016. The first cart size switch will be at no charge. Any additional annual switches will cost $25 each.

7. Replacement of Carts – If a refuse cart is damaged, Groot will replace or repair the cart at its expense. Carts shall remain the property of Groot.

8. Additional Refuse Cart – Groot shall provide residents the opportunity to rent an additional refuse cart for a fee.

9. Unlimited Collection – Residents are permitted to place refuse carts provided by Groot at the curb. Disposable refuse containers may continue to be placed at the curb for any refuse exceeding the cart capacity, without regard to quantity. The refuse truck driver shall clean up and remove nearby refuse that has been pulled from the disposable refuse container by animals and birds. Groot shall place a sticker on carts and disposable refuse containers to notify residents why items were not collected.

10. Subscription for Second Weekly Refuse Collection – Residents may opt to subscribe with Groot for a second weekly refuse collection for an additional fee. Level of service changes may be made once annually at no charge. Any additional level of service changes will cost $25.

Initially, on or about October 1, 2016, the Village and Groot will meet to conduct an initial review of the participation rate in this subscription program. After that review, if it appears that the number of subscribers does not warrant the subscription option, the parties may mutually agree to eliminate the second weekly refuse collection option. If, at that review, the program is continued, subsequent reviews may occur periodically at the request of either party. If, at any time, the parties agree to eliminate the twice-per-week subscription option, the rates for once-per-week will not be modified.

11. Remodeling Waste – Groot shall collect up to one cubic yard of waste generated on-site from home remodeling projects each collection day. Residents may put up to one cubic yard of such waste at the curb each collection day until it is all removed, thereby avoiding the additional fee for quantities of remodeling waste in excess of one cubic yard. Groot may charge a fee for each cubic yard of remodeling waste placed at the curb on a collection day that is in excess of one cubic yard. Remodeling waste may not be placed in recycling carts.

12. Refuse Property of Village – All refuse collected from residential units in accordance with the terms hereof shall become the property of the Village from the time it is collected until it is discharged at the SWANCC transfer station.

13. Public Health Requests – Groot shall respond to requests from the Village to collect and dispose of Solid Waste which results from a natural disaster (including without limitation tornados and floods) or a catastrophic event. Groot shall provide the necessary personal and equipment to collect all such Solid Waste. Groot and the Village shall negotiate and mutually agree upon a reasonable cubic yard or tonnage rate to cover the cost of collection (and disposal if Solid Waste is not delivered to the WTTS). Groot shall keep an accurate record of the volume of waste collected which exceeds the weekly average of Solid Waste collected. Collection times and frequency may be waived by the Village in such cases.

SECTION VI RECYCLABLE MATERIALS COLLECTION AND PROCESSING

1. Materials to be Recycled – Groot shall collect and recycle the following:

Fiber products – newspaper, magazines, brown kraft paper bags, telephone books, catalogs, office paper, junk mail, envelopes, corrugated cardboard, chipboard, wet strength carrier stock, frozen food paper packages, juice boxes (Tetra paks);

Non-fiber products – all #1 PET plastic containers, all #2 HDPE plastic containers, all #3 V-vinyl/polyvinyl chloride PVC plastic containers, all #4 LDPE plastic containers, all #5 PP-polypropylene plastic containers, , all #7 other plastic containers, glass products colored green, brown and flint, formed aluminum containers, clean aluminum foil products, formed steel containers, aluminum cans, bi metal/steel cans, aerosol cans, paint cans which are cleaned and prepared properly, and all other items which the Village and Groot agree to recycle in the future.

2. Recycling Collection Methods and Vehicles – Groot shall employ collection methods and use collection vehicles that maximize product recycling and minimize product destruction of items collected from residents. For those single family residences for whom Groot has not already provided a cart, Groot will provide, at no charge, a 95 gallon recycling cart. The resident may choose, instead, to take either a 65 gallon cart a 35 gallon cart at no charge. Residents will be allowed to switch their cart for a different size one time free of charge. There will be a charge of $25 for any subsequent switch.

3. Unlimited Collection – Recyclable materials shall be placed by the resident at curbside or the road shoulder in the recycling carts provided by Groot. All uncontaminated recyclable materials shall be placed in or next to the recycling cart and shall be collected by Groot. Groot shall place a sticker on carts to notify residents as to why any items were not collected.

4. Replacement of Carts –If a recycling cart is damaged, Groot will replace or repair the cart at its expense. Carts shall remain the property of Groot.

5. Proper Disposition of Materials – All recyclable material collected in accordance with the terms hereof shall be the property of Groot as soon as the same is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to see that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be landfilled or incinerated unless advance authorization to do so is given by the Village in writing.

6. Recycling Rebate – Groot shall provide the Village a Recycling Rebate based on the table and calculation provided in Appendix C. The Village will not be charged if the 'Village Rebate' Amount is negative.

7. Market Changes and Discontinuance of Items – Groot shall sell the recyclable materials it collects from the residents. If changes in the market for the sale of any particular recyclable material makes continued pickup of such recyclable material economically unfeasible, Groot shall consult with the Village regarding the market changes and the feasibility of continued pickup of the affected recyclable materials. The Village and Groot may renegotiate the terms and payments under this Contract upon such market change.

8. Additional Items – The Village, with prior written consent from Groot, may add additional materials to be recycled that are not listed in this Contract. Rate changes, if any, shall be negotiated by the Village and Groot.

9. Electronics Recycling – Groot will collect up to six electronic items from the curb for a fee. Residents must call Groot in advance to arrange for collection of such items.

SECTION VII LANDSCAPE WASTE COLLECTION AND DISPOSAL

1. Landscape Waste Collection Dates – Landscape waste shall be collected from April 1 through December 15 of each year. Christmas trees shall be collected by Groot from January 1 through January 15 of each year on the residents' primary waste collection days. Stickers are not required for Christmas tree collection.

2. Landscape Waste Stickers – Groot shall obtain and sell stickers to residents, and proceeds from the sale of stickers shall be used to reimburse Groot for the cost of landscape waste collection and disposal. Stickers shall be sold directly to residents by Groot through the mail, through web orders at www.groot.com, through local merchants, and by the Village at the Village Hall. The price of stickers shall be as set forth in Section VIII of this Contract.

Except as set forth below, residents must apply one sticker to each 30 gallon biodegradable paper bag and to each bundle of brush or limbs. Individual limbs or logs that are not in bundles must have a sticker applied to each limb or log. Stickers shall be capable of being securely glued to the biodegradable paper bags so as to prevent theft. Groot shall deliver stickers to participating retail stores within 24 hours of an order to ensure that stores do not run out of stickers. The Village shall not incur any liability for retailers' payment or other obligations for the stickers.

From November 1st through December 15th, residents may use one landscape waste sticker for every two bags of leaves placed at the curb.

Groot shall collect all landscape waste that has been placed in biodegradable paper landscape waste bags meeting the above specifications, providing the bags do not exceed a weight of 50 pounds per bag, and providing the bags have proper stickers applied to them. Groot shall not be required to collect bags that exceed the weight limit, that contain items other than landscape waste, that do not have a sticker, or that are not accepted at the compost site used by Groot.

Groot shall collect all bundles of brush or limbs to which proper stickers have been applied, providing the bundles do not exceed a weight of 50 pounds per bundle, are not more than five feet long, are not more than 24 inches in diameter, do not contain limbs greater than six inches in diameter, and are tied with a material that is accepted at the compost site used by Groot. Christmas trees may exceed five feet in length and do not require a sticker.

Logs six inches or greater in diameter are defined as "refuse" and shall be collected by Groot along with refuse, providing individual logs do not exceed 50 pounds in weight. Stickers are not required for such logs. Groot shall not be required to collect any more than one cubic yard of such logs on any refuse collection day.

All landscape waste collected in accordance with the terms hereof shall become the property of Groot as soon as it is picked up or otherwise placed in Groot's vehicle. Groot shall have a contractual obligation to see that all landscape waste collected is disposed of at a properly permitted facility.

3. Landscape Waste Bag/Bundle Subscription Program – Groot shall offer a landscape waste subscription program. Under this program, no stickers are necessary for the landscape waste collections for the normal collection seasons, which are from April 1st to December 15th. Subscribers are permitted to place at the curb a total of three landscape waste bags or bundles, without stickers, on each landscape waste collection day between April 1st and October 14th. Between October 15th and December 15th, subscribers are permitted to place at the curb a total of ten landscape waste bags or bundles, without stickers, on each landscape waste collection day. Any bag or bundle placed at the curb in excess of the above-stated amounts must have a landscape waste sticker. Landscape waste must still be prepared in accordance with Section VII of this Contract. Subscriptions are not eligible for pro-ration.

4. Landscape Waste/Food Scrap Cart Subscription Program – Groot shall offer a landscape waste/food scrap cart subscription program. Under this program, Groot will provide residents

who subscribe with the choice of a 65 or 95 gallon cart. Residents can place landscape waste and approved food scraps in the cart for the normal collection seasons, which are from April 1st to December 15th. In addition, between October 15th and December 15th, subscribers are permitted to place at the curb a total of seven landscape waste bags or bundles, without stickers, on each landscape waste collection day. Any additional landscape waste above and beyond the previously stated amount shall be bagged or bundled and have a prepaid landscape waste sticker attached for collection. Subscriptions are not eligible for pro-ration.

SECTION VIII CHARGES AND RATES

For providing the services described in this Contract, the monthly services rates and charges for the first year of the contract shall be as set forth below. For subsequent years, the fees shall be determined in accordance with Groot's proposal as accepted by the Village Board on November 16, 2015.

		April 1, 2016 – March 31, 2017	Solid Waste Infrastructure Fee	**Total Cost**
1. Curbside Service	once per week	$11.50	$6	**$17.50**
	twice per week	$18.50	$6	**$24.50**
2. Back Door Service	once per week	$22.00	$6	**$28**
	twice per week	$34.00	$6	**$40**
3. 50% Discount Curbside Service	once per week	$5.75	$3	**$8.75**
	twice per week	$9.25	$3	**$12.25**
4. 50% Discount Back Door Service	once per week	$11.00	$3	**$14**
	twice per week	$17.00	$3	**$20**
5. 15% Discount Curbside Service	once per week	$9.78	$5.10	**$14.88**
	twice per week	$15.73	$5.10	**$20.83**
6. 15% Discount Back Door Service	once per week	$18.70	$5.10	**$23.80**
	twice per week	$28.90	$5.10	**$34**
7. Sticker Price for landscape waste collection per bag or bundle		$2.60	N/A	$2.60
8. Landscape waste bag/bundle subscription program per season		$135	N/A	$135
9. Landscape waste/food scrap cart subscription program - 95 Gallon Cart - 65 Gallon Cart		 $165 $150	 N/A N/A	 $165 $150
10. Remodeling refuse rate per cubic yard in excess of one cubic yard		$15	N/A	$15
11. Electronics Recycling, per pick up		$30	N/A	$30
12. Additional Refuse Cart Rental		$5	N/A	$5

SECTION IX INSURANCE REQUIREMENTS

(a) The Contractor shall not commence work until the Contractor has obtained all insurance required in these documents. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the contract documents, whether it is to be performed or furnished by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.

(b) Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best's Insurance Guide.

(c) The Village shall be named as additional insured except for Workmen's Compensation insurance. The coverage afforded shall be primary and noncontributory for the additional insured with respect to claims arising out of operations performed by or on behalf on the Contractor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.

(d) As a minimum, the contractor shall secure and maintain the types of insurance as specified, and shall submit evidence to the Village on an annual basis that the insurance coverage's are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with the General Conditions and Instruction to Proposers. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

(e) The Contractor shall forward original copies of the Certificates of Insurance with the coverage's and limits specified to the Purchasing Division, Finance Department, 33 S. Arlington Heights Road, Arlington Heights, IL 60005.

(f) Insurance Certificates and Policies delivered to the Village shall recite that 30 days prior written notice will be given to the Village by certified mail before any policy is materially changed, canceled, or not renewed.

Worker's Compensation and Employers Liability - The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

The liability limits shall not be less than:

1. Worker's Compensation...........................Statutory
2. Employer's Liability...............................$1,000,000 per occurrence

Business Auto Liability - The insurance shall be written in automobile liability form and shall protect the Contractor against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

The liability limits shall not be less than:

1. Bodily Injury & Property Damage Combined....$2,000,000 per occurrence

Commercial General Liability, Including Premises and Operations, Contractual, Personal Injury, Product Liability, Completed Operations, and Broad Form Property Coverages –

(a) This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. The Contractors General Aggregate shall apply on a per Project basis. The Broad Form General Liability Endorsement shall be included.

(b) In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.

(c) The scope of the coverage shall also include the Personal Injury Hazards including "a", "b", and "c"; "a" includes false arrest, malicious prosecution, and unwillful detention or imprisonment; "b" includes libel, slander, and defamation of character; and "c" includes wrongful eviction, invasion of privacy, and wrongful entry. Fellow Employee exclusion shall be removed.

(d) The Policy shall also include Broad Form Property Damage Protection.

(e) The Contractor shall include all the Contractor's employees as additional insured's under the policy.

(f) Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).

(g) The liability limits shall not be less than:

1. Bodily Injury and Property Damage......$2,000,000 per occurrence
Combined.................................. ...$4,000,000 aggregate

2. Personal Injury Liability......................BFGL aggregate

(h) The Contractor may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the Village.

Umbrella Excess Liability –

Special coverage shall be as follows...........$5,000,000 over primary insurance

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

Environmental/Pollution Liability -..............$5,000,000 each occurrence
$5,000,000 aggregate

SECTION X BREACH; EVENTS OF DEFAULT AND REMEDIES

1. Breach by Groot - Any of the following shall constitute a breach on the part of Groot:

a. Failure of Groot to pay, within 30 days after notice from the Village of such nonpayment, amounts which are undisputed or which are due to the Village under this Contract;

b. Failure of Groot to perform in a timely manner any obligation under this Contract, except that such failure shall constitute a Breach only if such failure remains uncured five days after notice to Groot from the Village of such failure; provided however, that this five day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or

c. (1) Groot's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property,

(2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by Groot under the laws of any jurisdiction,

(3) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against Groot under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days,

(4) any action or answer by Groot approving of, consenting to or acquiescing in any such proceeding, or

(5) the levy of any distress, execution or attachment upon the property of Groot which shall (or which reasonably might be expected to) substantially interfere with its performance under this Contract.

2. <u>Breach by Village</u> – Any of the following shall constitute a breach on the part of the Village:

a. Failure of the Village to pay, within 30 days after notice from Groot of such nonpayment, amounts which are undisputed or which are determined to be due to Groot under this Contract;

b. (1) The Village's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property,

(2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction,

(3) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under the laws of any jurisdiction, which proceeding has not been dismissed within 120 days,

(4) any action or answer by the Village approving of, consenting to or acquiescing in any such proceeding, or

(5) the levy of any distress, execution or attachment upon the property of the Village which shall (or which reasonably might be expected to) substantially interfere with the Village's performance hereunder.

3. Events of Default and Remedies of Village - If a breach occurs under this Section, the Village may exercise any one or more of the following remedies:

a. The Village may declare an Event of Default and may then terminate this Contract if such default is not cured or substantially cured by Groot within 20 days, upon notice to Groot and, subject to the provisions below, upon such termination Groot shall cease providing services under this Contract;

b. The Village may seek and recover from Groot any unpaid amounts due the Village, all its substantiated costs for the failure of Groot to perform any obligation under this Contract and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by Groot of its obligations under this Contract, resulting from the Breach;

c. The Village may either call upon the sureties to perform their obligations under the Performance Bond or in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services;

d. The Village shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or Contract contained herein or for the enforcement of any proper legal or equitable remedy as the Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law;

e. Upon any such termination of this Contract, Groot shall for a period requested by the Village, but not longer than six months, continue to perform the contractual services during which period residents shall continue to pay Groot its scheduled compensation;

f. No remedy by the terms of this Contract conferred upon or reserved to the Village is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Village. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

4. Events of Default and Remedies of Groot - If a breach occurs under this Section, Groot may declare an Event of Default and terminate this Contract immediately, upon notice to the Village. In such event, Groot's sole remedy shall be to seek and recover from the Village any unpaid amounts due Groot and any damages, resulting from the Breach. Groot shall not be entitled to specific performance or any other equitable remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this 22nd day of December, 2015.

GROOT INDUSTRIES INC.

President

Attest:

VILLAGE OF ARLINGTON HEIGHTS

Village President

Village Clerk

Appendix A
Village Facilities

Facility & Address	Container Type & Size	Frequency
Village Hall Campus 33 S. Arlington Heights Rd.	Refuse- 2-2yd^3 Recycle- 10-95 gallon	5x/week- Monday thru Friday 2x/week- Tuesday & Friday
Public Works 222 N. Ridge Ave.	Refuse- 1-20yd^3 Recycle- 1-2yd^3 Recycle- 1-1yd^3 Recycle- 17-95 gallon	1x/week 1x/week- Friday 1x/week- Friday 1x/week- Friday
Public Works Annex 2001 E. Davis St.	Refuse- 1-20 yd^3 Recycle- 1-20yd^3 Refuse (street sweepings)- 1-6 yd^3 Fall Leaf pile- 2,030 yd^3	1x/week 1x/2 weeks 1x/week Seasonal
Fire Station 1 300 E. Sigwalt St.	Refuse- 1-4yd^3 Recycle- 4-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday
Fire Station 2 1150 N. Arlington Heights Rd.	Refuse- 1-4yd^3 Recycle- 4-95 gallon	2x/week- Tuesday & Friday 1x/week
Fire Station 3 2000 S. Arlington Heights Rd.	Refuse- 1-4yd^3 Recycle- 1-95 gallon	1x/week- Thursday 1x/week- Thursday
Fire Station 4 3030 N. Arlington Heights Rd.	Refuse- 1-2yd^3 Recycle- 2-95 gallon	2x/week- Monday & Thursday 1x/week- Thursday
Fire Training Tower 3700 N. Kennicott Ave.	Refuse- 1-6yd^3	1x/week- Wednesday
Classroom at Nickol Knoll 3704 N. Kennicott Ave.	Refuse- 1-2yd^3	1x/week- Wednesday
Northwest Central Dispatch 1975 E. Davis St.	Refuse- 1-6yd^3 Recycle- 1-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday
Senior Center 1801 W. Central Rd.	Refuse- 3-2yd^3 Recycle- 1-2yd^3	2x/week- Monday & Thursday 2x/week- Tuesday & Friday
Vail St. Garage/Metropolis 11 S. Highland Ave.	Refuse- 1-2yd^3 Recycle- 1-95 gallon	2x/week- Monday & Thursday 1x/week
Downtown Train Station 45 W. Northwest Hwy.	Refuse- 1-2yd^3 Recycle- 1-2yd^3	3x/week- Monday, Wednesday & Friday 1x/week- Wednesday
Arlington Park Train Station 2121 W. Northwest Hwy.	Refuse- 1-2yd^3 Recycle- 1-2yd^3	2x/week- Tuesday & Friday 1x/week- Tuesday
Historical Society 112 W. Fremont St.	Refuse- 2-95 gallon Recycling- 2-95 gallon	2x/week- Tuesday & Friday 1x/week- Friday

Any additions to this Appendix require the prior written consent of Groot.

Appendix B
Sidewalk Containers in Downtown District

REFUSE CANS
SITE # - SITE ADDRESS
1- 25 E CAMPBELL ST
2- 17 E CAMPBELL ST
3- 5 E CAMPBELL ST
4- 1 E CAMPBELL ST
5- 5 S DUNTON AVE
6- 9 S DUNTON AVE
7- 17 S DUNTON AVE
8- 41 S DUNTON AVE
9- 74 S EVERGREEN AVE
10- 44 S DUNTON AVE
11- 20 S DUNTON AVE
12- 20 S DUNTON AVE
13- 1 N DUNTON AVE
14- 2 N DUNTON AVE
15- 14 W CAMPBELL ST
16- 1 N VAIL AVE
17- 10 N DUNTON AVE
18- 3 W DAVIS ST
19- 7 W DAVIS ST
20- 13 W DAVIS ST
21- 25 W DAVIS ST
22- 70 N VAIL AVE
23- 14 N VAIL AVE
24- 8 N VAIL AVE
25- 100 W CAMPBELL ST
26- 160 W CAMPBELL ST
27- 1 N CHESTNUT AVE
28- 217 W CAMPBELL ST
29- 1 S HIGHLAND AVE
30- 121 W CAMPBELL ST
31- 115 W CAMPBELL ST
32- 8 S VAIL AVE
33- 14 S VAIL AVE
34- 6 S VAIL AVE
35- 11 S VAIL AVE
36- 11 S VAIL AVE
37- 17 W CAMPBELL ST
38- 5 W CAMPBELL ST
39- 99 W CAMPBELL ST
40- 25 E CAMPBELL ST
41- 49 S EVERGREEN AVE
42- 12 S EVERGREEN AVE
43- EVERGREEN AVE AND NORTHWEST HWY
44- WING ST AND ARLINGTON HEIGHTS RD
45- PARK ON WING ST AND ARLINGTON HEIGHTS RD
46- PARK ON WING ST AND ARLINGTON HEIGHTS RD
47- 28 E NORTHWEST HWY
48- 157 N EVERGREEN AVE
49- 19 E MINER ST
50- 10 E MINER ST

51- 299 N DUNTON AVE
52- 13 E MINER ST
53- 299 N DUNTON AVE
54- 299 N DUNTON AVE
55- 200 N DUNTON AVE
56- 10 W MINER ST
57- 10 W MINER ST
58- 10 W MINER ST
59- 201 N VAIL AVE
60- 132 W NORTHWEST HWY
61- 45 W NORTHWEST HWY
62- 45 W NORTHWEST HWY
63- 45 W NORTHWEST HWY
64- 45 W NORTHWEST HWY
65- 45 W NORTHWEST HWY
66- 45 W NORTHWEST HWY
67- 45 W NORTHWEST HWY
68- 45 W NORTHWEST HWY
69- 45 W NORTHWEST HWY
70- 45 W NORTHWEST HWY
71- 45 W NORTHWEST HWY
72- 45 W NORTHWEST HWY
73- 121 W WING ST
74- 122 N VAIL AVE
75- 151 W WING ST
76- 25 W DAVIS ST
77- 1 N VAIL AVE
78- 122 N VAIL AVE
79- 210 E NORTHWEST HWY
80- 99 W CAMPBELL ST Public
81- 99 W CAMPBELL ST Public
82- 45 W NORTHWEST HWY
83- 45 W NORTHWEST HWY

RECYCLING CANS

Site # Street Address

1 200 N DUNTON AVE
2 45 W NORTHWEST HWY
3 45 W NORTHWEST HWY
4 19 E MINER ST
5 10 N DUNTON AVE
6 99 W CAMPBELL ST
7 49 S EVERGREEN AVE
8 Through 20- Locations to be determined

Appendix C
Recycling Rebate Program

To calculate the monthly stream value, each material will be multiplied by its respective Price Source and then multiplied by its Stream Percentage to determine each commodities individual contribution to the value of a ton. The cumulative sum of all commodities will determine the stream value for the specific month. Whenever the value of the stream, as determined by the below stream value calculation, is greater than $75, the Village will receive a rebate from Groot. Groot will split the net proceeds on a 50/50 basis with the Village.

Calculation to determine the Village's rebate:

((Net Stream Value per ton - $75.00 per ton) x Village tons) x 50% = Village rebate Amount*

*The Village will not be charged if the Village Rebate Amount is negative.

Material	**Price Source**	**Stream Percentage**
#8 Newspaper	PPI Chicago HS	45.00%
#11 Corrugated	PPI Chicago HS	8.50%
#2 Mixed Paper	PPI Chicago HS	13.00%
HDPE Color	RecyclingMarkets.net	1.00%
HDPE Natural	RecyclingMarkets.net	0.75%
PET	RecyclingMarkets.net	1.50%
3-7 Mix Plastic	RecyclingMarkets.net	1.00%
UBC	RecyclingMarkets.net	1.00%
3 Mix Glass	RecyclingMarkets.net	15.00%
Tin-Bi-Metals	RecyclingMarkets.net	1.75%
Residue	Market per Groot	11.50%
		100%

rward.agreements.Groot Contract 2016

Item: Resolution - Final Plat of Resubdivision - Drost-Hasche

Department: Planning/Legal

Resolution Approving a Final Plat of Resubdivision
(Drost-Hasche Resubdivision, 921, 923, 931 N. Highland Avenue)

Bid Section

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

ATTACHMENTS:

Description	**Type**
Final Plat - Drost-Hasche	Resolution

RESOLUTION APPROVING A
FINAL PLAT OF RESUBDIVISION

WHEREAS, on December 9, 2015, the Plan Commission of the Village of Arlington Heights conducted a public hearing in Petition Number 15-017, on a request by Trademark Builders, to resubdivide the property located at 921, 923 and 931 North Highland Avenue, Arlington Heights, Illinois (the "Subject Property"); and

WHEREAS, the Plan Commission has found the final plat of resubdivision submitted for the Subject Property to be in full compliance with all applicable Village requirements as provided in Chapter 29 of the Arlington Heights Municipal Code and has approved said final plat; and

WHEREAS, the President and Board of Trustees have considered the report and recommendations of the Plan Commission and have determined that the approval of the final plat of resubdivision would be in the best interests of the Village of Arlington Heights,

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

SECTION ONE: That the final plat of resubdivision for Drost-Hasche, prepared by T.K.D Land Surveyors, Inc., Illinois registered land surveyors, dated November 5, 2015, is hereby approved for the property legally described as follows:

> Lots 32 through 37, both inclusive, together with the West half of the vacated alley lying East of and adjoining said Lots 32 through 37 in Block 1 in Dunton and Other's Subdivision of Lots 4, 5 and 6 of Northwest quarter and Lots 1, 2, 8 and 9 of Southwest quarter of Northwest quarter of Section 29, Township 42 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded on April 21, 1874 as Document 152778, in Cook County, Illinois.
>
> P.I.N. 03-29-104-004, -005, -006

commonly described as 921, 927 and 931 N. Highland Avenue, Arlington Heights, Illinois.

SECTION TWO: The Village President and Village Clerk shall execute said final plat on behalf of the Village of Arlington Heights.

SECTION THREE: The Village Clerk is hereby directed to cause said final plat to be recorded, together with this Resolution, in the Office of the Recorder of Cook County. In the event said final plat is not filed for recording within six months from the date hereof, said final plat shall then become null and void.

SECTION FOUR: That 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 4th day of January, 2015.

____
Village President

ATTEST:

____
Village Clerk

FINALPLAT:Arlington Drost Hasche Resubdivision

PUBLIC UTILITY & DRAINAGE EASEMENT PROVISIONS

NON-EXCLUSIVE EASEMENTS FOR SERVING THE SUBDIVISION AND OTHER PROPERTIES WITH ELECTRIC AND COMMUNICATION SERVICES, SOUNDS AND SIGNALS, TELEVISION, SANITARY SEWER, GAS MAINS, WATER SUPPLY AND DISTRIBUTION, STREET LIGHTING, STORM SEWERS AND DRAINAGE SERVICE IS HEREBY RESERVED FOR AND GRANTED TO:

THE VILLAGE OF ARLINGTON HEIGHTS
AMERITECH
COMMONWEALTH EDISON COMPANY
NORTHERN ILLINOIS GAS COMPANY
CABLE TELEVISION COMPANIES

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTIONS WITH TRANSMISSION AND DISTRIBUTION OF ELECTRICITY SOUNDS AND SIGNALS, CABLE TELEVISION, GAS MAINS, SANITARY SEWERS, WATER MAINS, STORM SEWERS AND DRAINAGE, IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE AREAS DESIGNATED AND RESERVED AS EASEMENTS. TOGETHER WITH THE PROPERTY DESIGNATED ON THE PLAT FOR STREET, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER AND UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER SAID DESIGNATED EASEMENTS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES THE GRADE OF THE SUBDIVISION PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. ALL INSTALLATIONS SHALL BE UNDERGROUND, ON THE SURFACE, OR OVERHEAD.

DATED AT ______________________ , ILLINOIS. THIS ______ DAY OF ____________
______ , A. D.

COMCAST CABLE: ____________________

COMED ____________________

NICIOR GAS ____________________

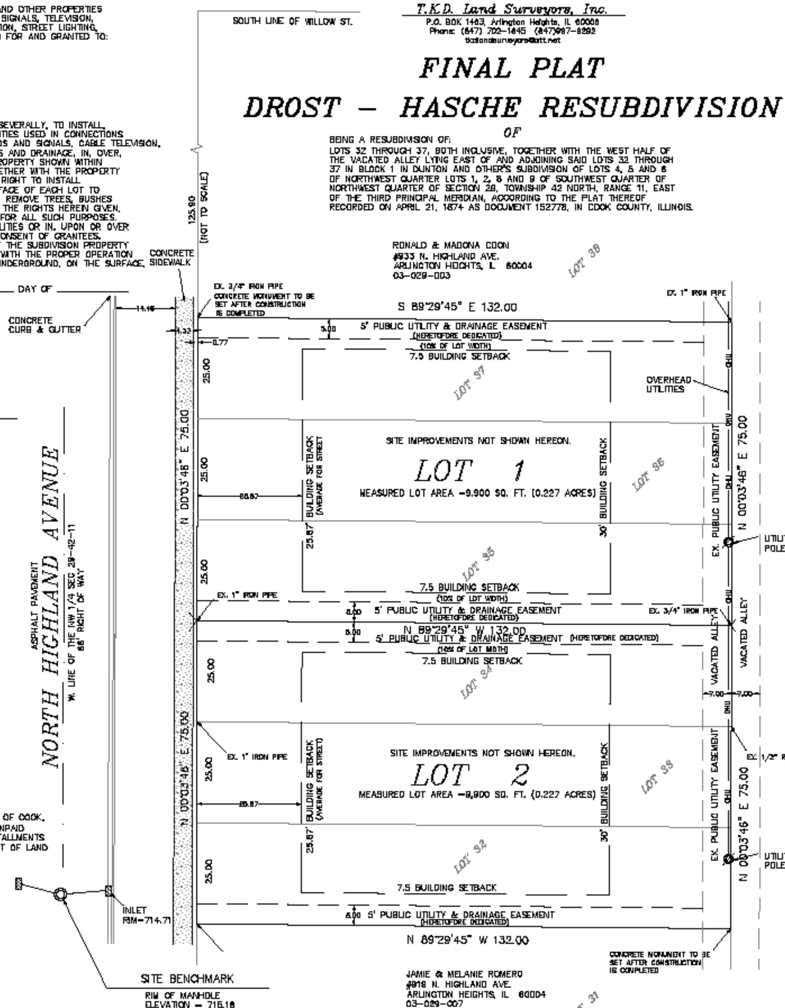
AT & T ____________________

WOW INTERNET CABLE ____________________

T.K.D. Land Surveyors, Inc.
P.O. BOX 1463, Arlington Heights, IL 60006
Phone: (847) 702-1645 (847)987-8292
tkdlandsurveyors@att.net

FINAL PLAT
DROST – HASCHE RESUBDIVISION
OF

BEING A RESUBDIVISION OF:
LOTS 32 THROUGH 37, BOTH INCLUSIVE, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 32 THROUGH 37 IN BLOCK 1 IN DUNTON AND OTHER'S SUBDIVISION OF LOTS 4, 5 AND 6 OF NORTHWEST QUARTER LOTS 1, 2, 8 AND 9 OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 21, 1874 AS DOCUMENT 152778, IN COOK COUNTY, ILLINOIS.



20 0 20 40 60
Scale 1" = 20'

BASIS OF BEARING (ASSUMED)

OWNERS:

WE, THE UNDERSIGNED, CHARLES & TRACY DROST, JAY & JENNIFER HASCHE, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAY AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITHIN THE PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS DROST – HASCHE RESUBDIVISION, AN ADDITION TO THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY. ALL STREETS AND ALLEYS AND PUBLIC OPEN SPAOCES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC. FRONT AND SIDE YARD BUILDING SETBACK LINES ARE ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREETS, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THERE ARE STRIPS OF GROUND, (NUMBER) FEET IN WIDTH, AS SHOWN ON THIS PLAT AND MARKED 'EASEMENT' RESERVED FOR THE USE OF PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES, SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERECTED OR MAINTAINED UPON THESE STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

THE FOREGOING COVENANTS (OR RESTRICTIONS), ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 2040 AT WHICH TIME SAID COVENANTS (OR RESTRICTIONS) SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS INDICATED OTHERWISE BY NEGATIVE VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS (OR RESTRICTIONS), IN WHOLE OR IN PART, WHICH SAID VOTE WILL BE EVIDENCED BY A PETITION IN WRITING SIGNED BY THE OWNERS AND DULY RECORDED. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS (OR RESTRICTIONS) BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY EFFECT ANY OF THE OTHER VARIOUS COVENANTS (OR RESTRICTIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART THEREOF ERECTED OR MAINTAINED IN VIOLATION, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.
WITNESS OUT HANDS AND SEALS THIS ______DAY OF ______________, 20______

CONSOLIDATED COMMUNITY SCHOOL DISTRICT #25 AND TOWNSHIP HIGH SCHOOL DISTRICT #214.
OLIVE-MARY STITT GRADE SCHOOL SCHOOL DISTRICT 25
THOMAS MIDDLE SCHOOL SCHOOL DISTRICT 25
HERSEY HIGH SCHOOL SCHOOL DISTICT 214

OWNER: ____________________ OWNER: ____________________

OWNER: ____________________ OWNER: ____________________

NOTARY

STATE OF ILLINOIS)
COUNTY OF ____________) SS

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNERS.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF ____________, A.D. 20____

MY COMMISSION EXPIRES: ____________

SIGNED: ____________________ NOTARY PUBLIC

"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, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF ARLINGTON HEIGHTS AND MUST BE RECORDED WITHIN 6 MONTHS OF THE DATE OF APPROVAL BY THE VILLAGE BOARD, OTHERWISE IT IS NULL AND VOID.

APPROVED BY THE VILLAGE PLAN COMMISSION AT A MEETING HELD ____________________

SIGNED: ____________________ CHAIRMAN

SIGNED: ____________________ SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD ____________________

SIGNED: ____________________ PRESIDENT

SIGNED: ____________________ VILLAGE CLERK

APPROVED BY THE VILLAGE COLLECTOR

SIGNED: ____________________ VILLAGE COLLECTOR

APPROVED BY THE DIRECTOR OF ENGINEERING

SIGNED: ____________________ VILLAGE ENGINEER

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, ____________________ COUNTY CLERK FOR THE COUNTY OF COOK, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.
DATED THIS _____ DAY OF ________, A.D. 20___

SIGNED: ____________________ COUNTY CLERK

- All dimensions shown are given in feet & decimal parts thereof
- No angles or distances are to be assumed by scaling
- Legal description, building lines and easements are taken from recorded subdivision plat and/or other available documentation. Refer to title policy, deed or local jurisdiction for building setbacks and easements not shown hereon and report any discrepancies.

Scale: 1"=20'
Order # 15-228
Address: 921, 927 & 931 N. Highland Ave. Arlington Heights, Il 60004
P.I.N. 03-029-104-006 (Lots 32 & 33) OWNER: HASCHE #921
P.I.N. 03-029-104-005 (Lots 34 & 35) OWNER: DROST #927
P.I.N. 03-029-104-004 (Lots 36 & 37) OWNER: DROST #931
Ordered by: Trademark Builders

SEND TAX BILLS TO:

CHARLES AND TRACY DROST
931 N. HIGHLAND AVE.
ARLINGTON HEIGHTS, IL 60004

JAY AND JENNIFER HASCHE
921 N. HIGHLAND AVE.
ARLINGTON HEIGHTS, IL 60004

THOMAS R. KNAUBER 035-003405 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ARLINGTON HEIGHTS, ILLINOIS

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, THOMAS R. KNAUBER, HEREBY CERTIFY THAT I AM AN ILLINOIS REGISTERED LAND SURVEYOR IN COMPLIANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON NOVEMBER 5, 2015, THAT ALL MONUMENTS AND MARKERS SHOWN HEREON ACTUALLY EXIST, AND THAT I HAVE ACCURATELY SHOWN THE MATERIALS THAT THEY ARE MADE OF.

Lic. Exp. 11-30-16
Thomas R. Knauber Illinois P.L.S. #035-003405
Professional Design Firm Lic. No. 184.005204

Item: Resolution - Final Plat of Subdivision - Northwest Crossings

Department: Planning/Legal

Resolution Approving a Final Plat of Subdivision
(Northwest Crossings, 1421 and 1501 W. Shure Drive)

Bid Section

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

ATTACHMENTS:

Description	**Type**
Final Plat - Northwest Crossings	Resolution

RESOLUTION APPROVING A
FINAL PLAT OF SUBDIVISION

WHEREAS, on December 9, 2015, the Plan Commission of the Village of Arlington Heights conducted a public hearing in Petition Number 15-007 on a request by Torburn Partners, to subdivide the property located at 1421 and 1501 West Shure Drive Arlington Heights, Illinois (the “Subject Property”); and

WHEREAS, the Plan Commission has found the final plat of subdivision submitted for the Subject Property to be in full compliance with all applicable Village requirements as provided in Chapter 29 of the Arlington Heights Municipal Code and has approved the final plat; and

WHEREAS, the President and Board of Trustees have considered the report and recommendations of the Plan Commission and have determined that the approval of the final plat of subdivision would be in the best interests of the Village of Arlington Heights,

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

SECTION ONE: That the final plat of subdivision for Northwest Crossings, prepared by Compass Surveying Ltd., Illinois registered land surveyors, dated July 9, 2015 with revisions through November 20, 2015, is hereby approved for the property legally described as follows:

> That part of Lot 1 in Arlington Industrial & Research Center-Unit Number 6, being a subdivision of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded on August 22, 1972, as Document Number 22024211, in the Recorder of Deeds of Cook County, Illinois, said part lying North and West of a line described as follows:
> Commencing at the Southwest corner of said Lot 1; thence North 11 degrees 17 minutes 16 seconds East 36.44 feet; thence North 89 degrees 53 minutes 08 seconds East, 2145.54 feet; thence North 00 degrees 04 minutes 09 seconds East, 372.77 feet; thence North 89 degrees 53 minutes 30 seconds East 72.20 feet to the East line of Lot 1 aforesaid, in Cook County, Illinois.
>
> P.I.N. 03-07-100-005, -006

commonly described as 1421 and 1501 West Shure Drive, Arlington Heights, Illinois.

SECTION TWO: That the approval of the final plat of subdivision granted by this Resolution is subject to the condition that the Reciprocal Easement Agreement (REA) must be recorded within 30 days of the final plat being recorded. If the recording of the REA does not occur within that 30 day period, approval of the final plat shall be deemed null and void.

SECTION THREE: The Village President and Village Clerk shall execute the final plat on behalf of the Village of Arlington Heights.

SECTION FOUR: The Village Clerk is hereby directed to cause the final plat to be recorded, together with this Resolution, in the Office of the Recorder of Cook County. In the event the final plat is not filed for recording within six months from the date hereof, the final plat shall then become null and void.

SECTION FIVE: 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 4th day of January, 2015.

____

Village President

ATTEST:

____

Village Clerk

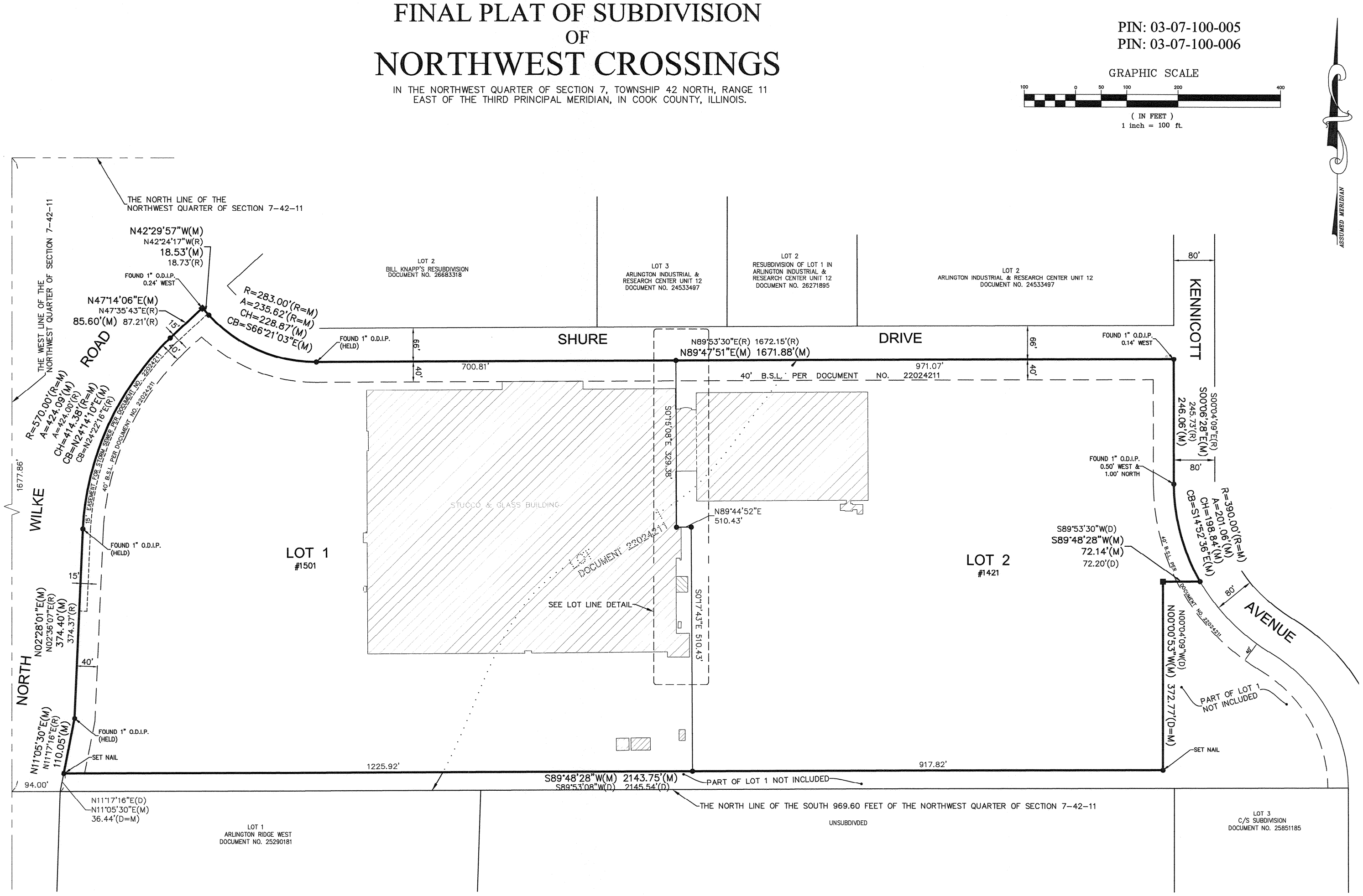
FINALPLAT:Northwest Crossings Subdivision

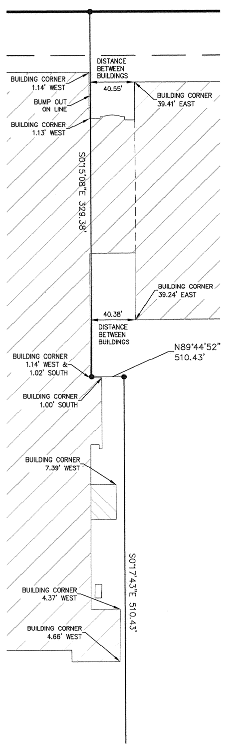
FINAL PLAT OF SUBDIVISION
OF
NORTHWEST CROSSINGS

IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 03-07-100-005
PIN: 03-07-100-006

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.





LOT LINE DETAIL

SCALE: 1" = 50'

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
- (R) = RECORD BEARING OR DISTANCE
- (M) = MEASURED BEARING OR DISTANCE
- (C) = CALCULATED BEARING OR DISTANCE
- (D) = DEED BEARING OR DISTANCE
- A = ARC LENGTH
- R = RADIUS
- CH = CHORD
- CB = CHORD BEARING
- B.S.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- S.F. = SQUARE FEET

LEGEND

- ● SET 7/8" O.D.I.P. UNLESS OTHERWISE NOTED
- ■ CONCRETE MONUMENT
- + CROSS IN CONCRETE

LINE LEGEND

- SUBDIVISION BOUNDARY LINE
- ADJACENT BOUNDARY LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING SETBACK LINE
- SECTION LINE

SPACE FOR I.D.O.T. STAMP

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO §2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

JOHN A. FORTMANN, P.E.
DEPUTY DIRECTOR OF HIGHWAYS,
REGION ONE ENGINEER

NOTE

THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOT 1 TO NORTH WILKE ROAD.

AREA SUMMARY

LOT 1	957,688 SQUARE FEET	OR	21.986	ACRES
LOT 2	767,895 SQUARE FEET	OR	17.628	ACRES
R.O.W. DEDICATION	0 SQUARE FEET	OR	0	ACRES
NET AREA	1,725,583 SQUARE FEET	OR	39.614	ACRES

(TO HEAVY LINES)
(BASED ON MEASURED VALUES)

SEND TAX BILL TO:

TORBURN NORTH CAMPUS, L.L.C
1033 SKOKIE BOULEVARD, SUITE 480
NORTHBROOK, ILLINOIS 60062

G:\Psdata\2015 Projects\15.0090\15.0090-03 Plat of Sub\R2013 15.0090-03 PO SUBD.dwg

NO.	DATE	BY	REVISIONS
1	8/21/15	MRA	REVISE PER CLIENT COMMENTS
2	9/10/15	MRA	ADD IDOT CERTIFICATION
3	11-11-15	AH	PER CLIENT COMMENTS
4	11-20-15	AH	PER VILLAGE COMMENTS

DATE 7-9-15 | PC N/A | DRAWN BY MRA | CHECKED BY SK | BOOK N/A PG N/A

PROJECT: NORTHWEST CROSSINGS, Arlington Heights, Illinois

CLIENT: KIMLEY HORN & ASSOCIATES, 1001 Warrenville Road, Suite 350, Lisle, IL 60532

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE 100
AURORA, IL 60502
PHONE (630) 820-9100 FAX (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 100'

PROJ. NO.: 15.0090-03

FINAL PLAT OF SUBDIVISION
OF
NORTHWEST CROSSINGS

IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ____________)
) SS
COUNTY OF __________)

THIS IS TO CERTIFY THAT TORBURN NORTH CAMPUS, LLC, A____________ LIMITED LIABILITY COMPANY IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND BY THE DULY ELECTED OFFICERS HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AS ALLOWED AND PROVIDED BY STATUTE AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

ALSO, THIS IS TO CERTIFY THAT TO THE BEST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF CONSOLIDATED COMMUNITY SCHOOL DISTRICT 21 AND TOWNSHIP HIGH SCHOOL DISTRICT 214.

DATED AT ________________________________, THIS ______________

DAY OF ______________________________________ A.D., 20 ______.

TORBURN NORTH CAMPUS, LLC, A ____________ LIMITED LIABILITY COMPANY

BY: ____________________________, A ______________________LIMITED LIABILITY COMPANY, ITS MANAGER

BY: ______________________________

NAME: ____________________________
A MANAGING DIRECTOR

AND

BY: ______________________________

NAME: ____________________________
A MANAGING DIRECTOR

NOTARY'S CERTIFICATE

STATE OF ____________)
)SS
COUNTY OF ___________)

I, ____ , A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
______________________________,A MANAGING DIRECTOR AND

______________________________,A MANAGING DIRECTOR, BOTH OF

__________________________________, A __________LIMITED LIABILITY COMPANY, AND THE MANAGER OF

__________________,A DELAWARE LIMITED LIABILITY COMPANY, WHO ARE BOTH PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ______________ DAY

OF _____________________________ A.D., 20_______.

BY: ____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF ____________)

____, AS MORTGAGEE UNDER

PROVISIONS OF A CERTAIN MORTGAGE DATED ____________________________

AND RECORDED IN THE RECORDER'S OFFICE OF _________________ COUNTY,

ILLINOIS, AS DOCUMENT NUMBER ____________________________ , HEREBY CONSENTS TO RECORDING OF THE SUBDIVISION HEREIN SHOWN.

DATED AT ____________________________________ , THIS ____________ DAY

OF ____________________________________ , A.D., 20 ______ .

BY: _________________________________ BY: __________________________________

TITLE: ______________________________ TITLE: ________________________________

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF __________)

I, ____ , A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

________________________________ (TITLE) AND ______________________________

(TITLE) OF ____ (COMPANY), WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHO ARE SUBSCRIBED TO THE FOREGOING MORTGAGEE'S CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AN DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS __________________ DAY

OF ___________________________________ A.D., 20______ .

BY: ____
NOTARY PUBLIC

DEED OF DEDICATION CERTIFICATE

WE, THE UNDERSIGNED, TORBURN NORTH CAMPUS, LLC, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS NORTHWEST CROSSINGS, AN ADDITION TO THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY. ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC. FRONT AND SIDE YARD BUILDING SETBACK LINES ARE ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINES OF THE STREETS, THERE SHALL BE ERECTED OR MAINTAINED NO BUILDING OR STRUCTURE.

THE FOREGOING COVENANTS AND RESTRICTIONS, ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL JANUARY 1, 20________AT WHICH TIME SAID COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS INDICATED OTHERWISE BY NEGATIVE VOTE OF A MAJORITY OF THE THEN OWNERS OF THE BUILDING SITES COVERED BY THESE COVENANTS AND RESTRICTIONS, IN WHOLE OR IN PART, WHICH SAID VOTE WILL BE EVIDENCED BY A PETITION IN WRITING SIGNED BY THE OWNERS AND DULY RECORDED. INVALIDATION OF ANY ONE OF THE FOREGOING COVENANTS AND RESTRICTIONS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER VARIOUS COVENANTS AND RESTRICTIONS, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THE RIGHT TO ENFORCE THESE PROVISIONS BY INJUNCTION, TOGETHER WITH THE RIGHT TO CAUSE THE REMOVAL, BY DUE PROCESS OF LAW, OF ANY STRUCTURE OR PART THEREOF ERECTED OR MAINTAINED IN VIOLATION, IS HEREBY DEDICATED TO THE PUBLIC, AND RESERVED TO THE SEVERAL OWNERS OF THE SEVERAL LOTS IN THIS SUBDIVISION AND TO THEIR HEIRS AND ASSIGNS.

WITNESS OUR HANDS AND SEALS THIS ______ DAY OF ______________ , 20___

____
OWNER

STATE OF ____________)
) SS
COUNTY OF __________)

BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED ____________________AND EACH SEPARATELY AND SEVERALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS OR HER VOLUNTARY ACT AND DEED, FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ______ DAY OF ____________ 20___.

____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL

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, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY 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 PLAN COMMISSION AT A MEETING HELD__________________

____
CHAIRMAN

____
SECRETARY

APPROVED BY THE VILLAGE BOARD OF TRUSTEES AT A MEETING HELD_________________

____
PRESIDENT

____
VILLAGE CLERK

APPROVED BY THE VILLAGE COLLECTOR

____

APPROVED BY THE DIRECTOR OF ENGINEERING

____

COVENANTS, CONDITIONS AND RESTRICTIONS

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST CROSSINGS, CONSISTING OF _____PAGES,

HAS BEEN RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS OFFICE THIS _____ DAY OF____________________,

20_____,A.D. AS DOCUMENT NUMBER ______________________.

BY: ____

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, __________________________________, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT CHICAGO, ILLINOIS, THIS ________ DAY OF ___________________, 20____, A.D.

____
COUNTY CLERK

SURVEYORS SUB PLAT CERTIFICATION

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, SCOTT KREBS, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

THAT PART OF LOT 1 IN ARLINGTON INDUSTRIAL & RESEARCH CENTER-UNIT NUMBER 6, BEING A SUBDIVISION OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 22, 1972 AS DOCUMENT NUMBER 22024211 IN THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, SAID PART LYING NORTH AND WEST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 11 DEGREES 17 MINUTES 16 SECONDS EAST, 36.44 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 08 SECONDS EAST, 2145.54 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 09 SECONDS EAST, 372.77 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 72.20 FEET TO THE EAST LINE OF LOT 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

THIS SUBDIVISION IS WITHIN THE VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED, AND THIS SITE FALLS WITHIN "OTHER AREAS ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DEFINED BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17056 0044 J, MAP NUMBER 17031C0044J AND BY THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17056 0063 J, MAP NUMBER 17031C0063J EACH HAVING A REVISED DATE OF AUGUST 19, 2008.

GIVEN UNDER MY HAND AND SEAL AT AURORA , ILLINOIS THIS 20th DAY OF November, 2015.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

BY: ______________________
SCOTT KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.3509
LICENSE EXPIRES 11/30/16

PROFESSIONAL LAND SURVEYOR
SCOTT C. KREBS
35-3509
AURORA, ILLINOIS
STATE OF ILLINOIS

SURVEYOR'S AUTHORIZATION TO RECORD

I HEREBY DESIGNATE ______________________________, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE TO SAID PLAT.

DATED THIS 20th DAY OF November, 2015, AT AURORA, KANE COUNTY, ILLINOIS.

COMPASS SURVEYING LTD
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2017

BY: ______________________
SCOTT KREBS

ILLINOIS PROFESSIONAL LAND SURVEYOR NO.3509
LICENSE EXPIRES 11/30/16

PROFESSIONAL LAND SURVEYOR
SCOTT C. KREBS
35-3509
AURORA, ILLINOIS
STATE OF ILLINOIS

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DATE: 7-9-15 | PC N/A | DRAWN BY MRA | CHECKED BY SK | BOOK N/A PG N/A

NO.	REVISIONS	DATE	BY
1	REVISE PER CLIENT COMMENTS	8/31/15	MRA
2	ADD IDOT CERTIFICATION	9/10/15	MRA
3	PER CLIENT COMMENTS	11-11-15	AH
3	PER VILLAGE COMMETNS	11-20-15	AH

PROJECT
NORTHWEST CROSSINGS
Arlington Heights, Illinois

CLIENT
KIMLEY HORN & ASSOCIATES
1001 Warrenville Road, Suite 350
Lisle, IL 60532

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: none

2 OF 2

PROJ. NO.: 15.0090-03

Item: Ordinance - Class "B" and "BB" liquor licenses hours of operation on Sunday

Department: Manager/Legal

BACKGROUND

The Village received a request from Jewel-Osco requesting a change in Sunday liquor sale hours. Currently, packaged liquor establishments cannot sell alcoholic beverages until 11am on Sunday, although they can sell liquor as early as 8am Monday through Saturday. By changing the sale hours to 8am on Sunday, it would allow packaged liquor establishments to have consistent liquor sale hours for the whole week.

Jewel-Osco indicated that Sunday is their number one shopping day and they would like to serve the needs of their customers. They believe that amending the Sunday liquor sales restrictions will promote their one-stop shopping concept and keep the sales tax dollars in Arlington Heights.

Jewel-Osco provided a summary of liquor selling hours in their north area locations. Out of the 46 municipalities listed, only two - Arlington Heights and Rolling Meadows - have liquor sales start times as late as 11am. Nearby Sunday liquor sale hours are as follows:

Buffalo Grove – 9am
Elk Grove – 6am
Mount Prospect – 8am
Wheeling – 7am (not a part of the Jewel-Osco information but Staff verified)

A granting of this request to allow Sunday liquor sale hours to begin at 8am would apply to all Class B (full package sales) and BB (beer and wine only) liquor licenses.

Staff believes that granting this request would benefit Arlington Heights businesses by giving them more flexibility to meet the needs of their customers.

RECOMMENDATION

It is recommended that the Village Board adopt the attached Ordinance

Amending Chapter 13 to change the Sunday start time for the retail sale of alcoholic beverages from 11am to 8am. This change will only affect Class B and BB licenses.

Bid Section

Item:

Bid Opening Date:

Account Numbers:

Total Budget for Specific Item:

Bid Amount:

ATTACHMENTS:

Description	Type
Section 13-503 Hours of Operation on Sunday Class "B" and "BB"	Ordinance

AN ORDINANCE AMENDING CHAPTER 13
OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

SECTION ONE: That Chapter 13, Alcoholic Liquor Dealers, Section 13-503, Hours of Operation, is hereby amended as follows (the language being added is highlighted and the language being deleted is stricken):

Class of License	Monday through Thursday	Friday	Saturday	Sunday
B	8:00 AM – 12 Midnight	8:00 AM – 1:00 AM Sat.	8:00 AM – 1:00 AM Sun.	8:00 AM ~~11:00 AM~~ – 12:00 Midniggght
BB	8:00 AM – 12 Midnight	8:00 AM – 1:00 AM Sat.	8:00 AM – 1:00 AM Sun.	8:00 AM ~~11:00 AM~~ – 12:00 Midnight

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 after its passage, approval and publication in pamphlet form, in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 4th day of January, 2016.

____
Village President

ATTEST:

____
Village Clerk

Item: Closed Session

Department: Village Manager's Office

Request for Closed Session per 5 ILCS 120/2(c)(1): Appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel

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Bid Section

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