



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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
September 16, 2024
7:30 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL OF MEMBERS
- IV. APPROVAL OF MINUTES
 - A. Village Board 09/03/2024
 - B. Closed Session Minutes 04/15/2024
- V. APPROVAL OF ACCOUNTS PAYABLE
 - A. Warrant Register 09/15/2024
- VI. RECOGNITIONS AND COMMUNICATIONS
 - A. One Book, One Village presentation by Arlington Heights Memorial Library

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. CONSENT AGENDA

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

- 1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.

2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.

3. Citizens in the audience may request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.

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

- A. Issuance of a Class B and T liquor license to 1918 Winter Street Illinois LLC dba Mariano's #501 located at 802 E Northwest Highway, effective upon the transfer of ownership of Mariano's and upon relinquishment of the current liquor license by the current entity.
- B. Ordinance - Spent Grain Brewing - 17 N. Vail Ave.
- C. Ordinance - The Moorings Independent Living Expansion - 811 E. Central Rd.
- D. Resolution Approving Class 6B Incentive for Sweet Briar Partners, LLC. at 616 E. Brook Drive
- E. Resolution - License Agreement Red Crown Holding LLC
- F. Resolution - Spray Patching Equipment Purchase for Public Works
- G. Resolution - Vail Promenade ITEP Grant Application
- H. Resolution for Approval - Change Order #1 - Resident Engineer and Construction Inspection Services
- I. Resolution for Approval - Change Order #2 - Grant Assistance Consulting Services
- J. Resolution Approving Change Order #1 for the 2024 Pavement Rejuvenation (Reclamite) Program
- K. Resolution Approving Plat of Easement - Chase Bank - 585 E. Palatine Rd.
- L. Ordinance - Waiving the Formal Bidding Requirement and Approving an Agreement with Lexipol LLC.
- M. Ordinance - Amending Water and Sewer Maintenance Fees

X. NEW BUSINESS

- A. Ordinance - Providing for the Issuance of General Obligation Bonds, Series 2024
- B. Resolution approving a Development Agreement between the Village of Arlington Heights and Bradford Allen Arlington Heights Development, LLC - Southeast corner of Algonquin Road and Arlington Heights Road - Arlington Gateway
- C. Resolution approving an Economic Incentive Agreement between the Village of Arlington Heights and Bradford Allen Properties LLC - Southeast corner of Algonquin Road and Arlington Heights Road - Arlington Gateway
- D. Appointment of Michal Wiski to the Board Code of Review (Electrical)- term ending 04/30/2027

- E. Appointment of Jill Geimer to the Performing Arts Metropolis Board of Directors (President) - term ending 09/16/2027
- F. Appointment of Dave Kunicki to the Performing Arts Metropolis Board of Directors (Member) - term ending 09/16/2027
- G. Appointment of Susan Thomson to the Performing Arts Metropolis Board of Directors (Member) - term ending 09/16/2026
- H. Appointment of Jeff Hyslop to the Performing Arts Metropolis Board of Directors (Member) - term ending 09/16/2025

XI. ADJOURNMENT

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



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

Arlington Heights Village
Hall 33 S. Arlington Heights Road
Arlington Heights, IL 60007
September 3, 2024
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

Absent: Mayor Hayes, Trustee LaBedz
The following Trustees responded to roll: Baldino, Tinaglia, Grasse, Dunnington, Schwingbeck, Bertucci and Shirley. President Hayes and Trustee LaBedz were absent.

Also present were: Randy Recklaus, Diana Mikula, Charles Perkins, Hart Passman, Rob Horne, Nick Pecora and Becky Hume.

Trustee Bertucci moved to appoint Trustee Tinaglia as the presiding officer as President Hayes and President Pro-Tem Labeledz were not present. Trustee Grasse seconded the motion.

The Motion: Passed

Ayes: Bertucci, Baldino, Grasse, Shirley, Schwingbeck, Tinaglia, Dunnington

Nays: None

IV. APPROVAL OF MINUTES

A. 8/19/2024 Village Board Meeting Minutes

Trustee Baldino moved to Approve. Trustee Dunnington Seconded the Motion.

The Motion: Passed

Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Abstain: Trustee Grasse
Absent: Mayor Hayes, Trustee LaBedz

V. APPROVAL OF ACCOUNTS PAYABLE

A. 08/30/2024 Warrant Register

Trustee Bertucci moved to Approve in the amount of \$1,895,789.78. Trustee Schwingbeck Seconded the Motion.

The Motion: Passed

Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Mayor Hayes, Trustee LaBedz

VI. RECOGNITIONS AND COMMUNICATIONS

A. 2024 Illinois Traffic Safety Challenge Awards

Chief Pecora introduced Paul Rizzo from the Illinois Association of Chiefs of Police. Mr. Rizzo said the organization recognizes Police Departments throughout the State. Arlington Heights is a consistent winner. This year, they took First Place in the Championship Class. They also won three specialty awards. The Village's Police Department has won traffic awards for decades.

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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IX. CONSENT AGENDA

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1. Any Trustee who wishes to vote "no" or "pass" on any Consent Agenda items should so indicate.
2. Upon the request of any one Trustee, any item will be removed from the Consent Agenda and considered separately after adoption of the Consent Agenda.
3. Citizens in the audience may request that the Board remove any item from this Consent Agenda for separate consideration after adoption of the Consent Agenda.
4. One roll call vote will be taken and will cover all remaining Consent Agenda items.
Trustee Schwingbeck moved to Approve. Trustee Baldino Seconded the Motion.
The Motion: Passed
Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Mayor Hayes, Trustee LaBedz

A. Emergency HVAC Repair at Police Building - Award and Resolution

R2024-38/A2024-43

B. Resolution Authorizing Execution of a Consulting Agreement with Mac Strategies Group

R2024-39/A2024-44

C. Bond Waiver - Patton Elementary School

D. Ordinance – Two Way Stop Sign for N Hickory Avenue and E Campbell Street

2024-54

E. Resolution For Change Order #2 – 2023 DCEO - MFT Rockwell / Beverly / Ridge

R2024-40

F. Speed Limit Ordinance for Euclid Avenue from Walnut Avenue to Waterman Avenue

2024-40

G. Resolution - Approving a Redevelopment Agreement for the Golf VX and Dogtopia Projects

R2024-41/A2024-45

H. Bond Waiver - Arlington Heights Park Foundation

I. Resolution - Approving an Agreement with the State of Illinois Organized Retail Crime Grant Program

R2024-42/A2024-46

X. NEW BUSINESS

A. Lead Service Line Rebate Program Guidelines, and License, Waiver of Liability, and Hold Harmless Agreement

Trustee Schwingbeck asked for this item to be pulled from the Consent Agenda.

Mr. Recklaus explained that the State of Illinois requires the removal of lead service lines within the community. Twenty percent of the Village's service lines are lead. Service lines connect the water main from the street to homes and have two parts; a public part which connects the main to the buffalo box and a private part which connects the buffalo box to the home. The Village will be replacing all the public lines. For private lines, the Village will reimburse 50% up to \$2,500 for residents to replace their line. The reimbursement is retroactive to January 1, 2024. If there is a hardship, the Village will work with residents on a payment plan. There is an option for people who want to opt out. There are waivers that can be signed, and the owners will be re-noticed each year subsequently. They have the option to use water filters.

Trustee Schwingbeck asked if the waiver was a State requirement. The answer was yes.

Trustee Bertucci asked where residents should look for information. Mr. Horne said applications for a no-fee permit are available in the Building and Life Safety Department. After an application is received, the Utilities Superintendent will make a determination if the home can participate. Once the resident completes their portion of the replacement line, the Village has 30 days to complete the public portion. After the line is inspected and deemed complete by Code, the resident can submit proof of payment and Finance will process the refund. Mr. Recklaus said residents can wait until the Village does its work on the public side and coordinate to do the private side at the same time. We are trying to line up this plan up in advance, so residents can plan their replacement with the planned project. Once this plan is approved by the Board, information will be published and promoted.

Trustee Schwingbeck said there was a project on Rockwell, where the street was torn up and residents were told they should replace their line, but it was a surprise. The communication piece was not there yet.

Tom Knoeffel, said he supports what the Village is doing as far as a rebate. They were blindsided because the rehab project along Rockwell included a water main installation. The installation of the main triggered the necessity to replace the lead service line from the water main to the buffalo box. They were told as a result of the disruption of the water service, it would be their responsibility to find a contractor to replace the homeowner portion of the service line. He wished to ensure the information is publicized to keep residents up to speed with regard to identification of lead service and what the responsibility is of the homeowner.

Mr. Recklaus said the website has a section that shows the known lead service lines in the Village. Sometimes, when you get in the ground, lines are discovered that are surprises. If the Board passes this policy, we will be able to give clear directions to residents.

Trustee Tinaglia asked if residents inspect their lines themselves. Mr. Horne said yes, there are some visual inspections, residents can use a penny to scrape the pipe and it will turn shiny. Our meter installation contractor is doing a visual inspection of all piping so we will have a 100% accurate inventory by the beginning of October of next year. On the website, go to vah.com/lead information.

Trustee Schwingbeck moved to Approve. Trustee Baldino Seconded the Motion.
The Motion: Passed

Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Mayor Hayes, Trustee LaBedz

B. The Moorings - Independent Living Expansion - 811 E. Central Rd. - PC#24-008
Planned Unit Development Amendment, Height Variations, Parking Variation

Moorings Executive Director Lisa Vandermark introduced the project with Kevin Clark giving the overview. They are proposing 70 additional independent living dwelling units which would bring their total count to 521 dwelling units. They will have 621 parking spaces for the campus. They need amendments for a 67.5-foot-tall building, an allowance for two 6.5 feet tall elevator overruns and a variation from the required number of parking spaces. There are 636 required and they would like to build 621.

Drew Roskos, architect for the project, described the site plan and the scope of work. The

new building proposed is the same height as the adjacent building and will have a connector. There will be structured parking below. They will also increase surface parking near the south building entrance. Their goal is to reduce the travel distance for their residents.

Chris Fish presented the landscaping plan. They wish to preserve their existing trees and create natural experiences and paths for the residents. There will be a series of spaces created by landscape. A lawn with seating is proposed around the round barn. Identity signage will be added around the campus. The storm water plan has 6 existing basins.

Steve Corcoran discussed the traffic system. They collected traffic counts, crash data and added the impact of the new units. They forecasted traffic to 2030 and took into account increased enrollment at Dryden school. No improvements are required at the Central Road entrance. A traffic signal is not warranted. They are 15 spaces short, but exceed handicapped accessible parking.

Mr. Perkins said the request seeks an amendment to their PUD. The main entrance remains on Central Road and there will be emergency access only at their other two exits. The building is set back further than required at 180' so it is further removed from the residential neighborhood. The landscape buffer along Central has been increased. The fire lane is no longer required as it was previously as the International Fire Codes have been updated. The site plan could change if the Village adopts the new IFC updates. The Building Department is scheduling a Building Code Review Board meeting to discuss this issue. If it is approved, the alternate plan could come back to the Board as it would provide for more green space. There would be no construction parking on Douglas.

Trustee Bertucci said he is in favor of the plan. He moved to direct staff and the Village Attorney to prepare final documents approving the requested relief for consideration at a future Board meeting, and amendment to PUD Ordinances 85-154, 88-057, 89-043, 91-108, 92-051, 02-077, 06-069, and 15-046 to allow construction of a five-story 70-unit independent living building along with the requested variations to Chapter 28 and with the conditions as recommended by the Plan Commission. Trustee Schwingbeck seconded the motion.

Trustee Grasse said she appreciated the pond, the landscaping and the pedway with the covering. It flows nicely.

Trustee Dunnington said this is a good project and fulfills a need the seniors have. The variations make sense and allow for more green space like the landscaping. She also liked the bollards for safety reasons. She asked if there was any discussion about the dry basin becoming a naturalized space. Mr. Fish confirmed there was. They hope to build a wet pond with a naturalized edge to help with storm water quality.

Trustee Baldino said he was fully aware the parking is an improvement from 2014, but concerns have been raised about the lack of parking. Mr. Corcoran said the primary reason for deficit is due to the villas, fifty of them only have a one-car garage. The Code requires 2 spaces per villa. There is a surplus of parking on the rest of the campus. Those villas with only one garage have an additional space in front of the garage. Overall, they are adding 120 spaces to the campus. There are designated guest parking spaces, but they don't have the details on where all the guest parking will be. Mr. Perkins noted the fellowship hall has 97 spaces, but no residents. Assisted living and skilled care have parking too, but the residents do not use those spaces.

Trustee Baldino asked how the increased load on the amenities would be handled, as the events are full already and not available to everyone. Is there a plan for increased capacity for more people? Ms. Vandermark said they have added event space, but the concern may be that the Independent Living residents have limited dining options with limited hours. The Moorings is considering adding a dining venue and opening up the hours. Large spaces don't make sense, so they are looking to add more classes or sessions.

Trustee Schwingbeck noted that they may not need to build as high as 67.5' as there is a little buffer to allow for some differing construction materials. He asked if the height might come down. The answer was that it could come down, but the building wouldn't be higher than 67.5.

The vote was called.

Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Mayor Hayes, Trustee LaBedz

C. Spent Grain Brewing - 17 N. Vail Ave. - PC#24-009
Special Use Permit for a Brew Pub in the B-5 District

Eric Lamkins and Heather Henkel are local business owners looking to open a nano brewery. The project includes a self-contained brewing system which requires no external ventilation and recycles steam for cleanup and waste water reduction. There will be 16 taps with the beer being brewed on site. They also intend to offer fine wine, whiskey and a light menu in a small dining area, creating a casual seating environment. Spent grains will be used in their menu items. They would like to integrate with other local businesses and vendors for their suppliers when possible. The intention is to have quarterly art installations and offer the opportunity for local home brewers to share and brew their favorite home brews. It's going to be a quiet, relaxed space with 2 fireplaces and acoustic music.

Mr. Perkins said the project needs a Special Use to allow a brew pub in the B-5 District and a variation to waive the parking and traffic study. Staff hopes they will participate in Alfresco next year. The Plan Commission suggested some modifications to work with petitioner on parking permits for employees in the municipal garage. The owners live close by. They can walk and will probably not use a permit if we gave it to them, so requiring permits may not make sense in this situation. If they sell it, we may have to adjust this in the future. The parking system has evolved and changed in the garages. More people are using the garage, and there is less revenue because there are fewer commuters. Flexibility is good for the Village and the petitioner in this case. Depending on the number of employees, we will work with the petitioners to get the number of parking spaces right.

The Trustees celebrated the collaboration with other businesses, commended them for being business anchors in the downtown and said the Village was lucky to have them.

Trustee Grasse moved to direct staff and the Village Attorney to prepare final documents approving the requested relief for consideration at a future Board meeting to allow a Brew Pub in the B-5 District, along with the requested parking variation subject to the recommendations of the Staff Development Committee. Trustee Baldino Seconded the Motion.

The Motion: Passed

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

XI. CLOSED SESSION

A. Closed Session

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

-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

-and-

5 ILCS 120/2(c)(5): purchase or lease of real property for the use of the public body, including discussing whether a particular parcel should be acquired

XII. ADJOURNMENT

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Trustee Baldino moved to Adjourn to Closed Session at 8:56 p.m. Trustee Shirley
Seconded the Motion.

The Motion: Passed

Ayes: Trustee Baldino, Trustee Bertucci, Trustee Dunnington, Trustee Grasse, Trustee Schwingbeck, Trustee Shirley, Trustee Tinaglia

Nays: None

Absent: Mayor Hayes, Trustee LaBedz

Becky Hume
Village Clerk



**VILLAGE OF ARLINGTON
HEIGHTS
WARRANT REGISTER FOR
CHECK DATE: 9/15/2024**

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	\$274,938.00
211	MOTOR FUEL TAX FUND	\$438,270.98
215	CDBG FUND	\$7,535.00
227	FOREIGN FIRE INS TAX FUND	\$6,650.13
231	CRIMINAL INVESTIGATION FD	\$668.22
235	MUNICIPAL PARKG OPR FUND	\$7,515.98
263	TIF IV	\$6,108.50
267	SOUTH ARL HTS RD TIF	\$4,662.34
401	CAPITAL PROJECTS FUND	\$383,854.29
426	STORM WATER CONTROL FUND	\$263,528.03
505	WATER AND SEWER FUND	\$850,484.37
506	LEAD SERVICE LINE REPL FUND	\$29,623.75
511	SOLID WASTE FUND SWANCC	\$167,785.00
515	ARTS ENTERT & EVENTS FUND	\$8,980.52
605	HEALTH INSURANCE FUND	\$651,325.68
611	GENERAL LIABILITY INS FND	\$89,754.42
615	WORKERS COMPENSATION INS	\$62,055.35
621	FLEET OPERATIONS FUND	\$28,144.80
625	TECHNOLOGY FUND	\$21,068.11
715	GUARANTY DEPOSITS FUND	\$4,300.00
TOTAL ALL FUNDS		\$3,307,253.47

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 0000

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
NON DEPARTMENTAL					
308468	101-0000-433140-	MARY KAY ARNDT	AMBULANCE REFUND	\$1,444.36	\$1,444.36
308469	101-0000-433140-	SALLY BAKER	AMBULANCE REFUND	\$95.01	\$95.01
308470	715-0000-220930-	1102 E NORTHWEST HIGHWAY BLDG	BOND REFUND-REC-005325-2024	\$200.00	\$200.00
308471	715-0000-220930-	Eco Live Construction and Management LLC	BOND REFUND-REC-005339-2024	\$200.00	\$200.00
308472	715-0000-220930-	J&J Pavement Repairs, Inc.	BOND REFUND-REC-005330-2024	\$200.00	\$200.00
308473	715-0000-220930-	J&J Pavement Repairs, Inc.	BOND REFUND-REC-005331-2024	\$200.00	\$200.00
308474	715-0000-220930-	Kaplan Paving	BOND REFUND-REC-005448-2024	\$200.00	\$200.00
308475	715-0000-220930-	Lily Lomeli	BOND REFUND-REC-005337-2024	\$200.00	\$200.00
308476	715-0000-220930-	Marc Holdwick	BOND REFUND-REC-005328-2024	\$200.00	\$200.00
308477	715-0000-220930-	Marcin Kasinski	BOND REFUND-REC-005451-2024	\$200.00	\$200.00
308478	715-0000-220930-	MIKE NAVARRO	BOND REFUND-REC-005449-2024	\$200.00	\$200.00
308479	715-0000-220930-	Nick Jahen	BOND REFUND-REC-005338-2024	\$200.00	\$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308480	715-0000-220930-	PAR CRAFT LTD	BOND REFUND-REC-005453-2024	\$200.00	\$200.00
308481	715-0000-220930-	Patrick Bryant	BOND REFUND-REC-005452-2024	\$200.00	\$200.00
308482	715-0000-220930-	perfect lawn and snow removal inc.	BOND REFUND-REC-005324-2024	\$200.00	\$200.00
308483	715-0000-220930-	Rooney Landscape	BOND REFUND-REC-005326-2024	\$200.00	\$200.00
308484	715-0000-220930-	Russel Lokun	BOND REFUND-REC-005329-2024	\$200.00	\$200.00
308485	715-0000-220930-	Russel Lokun	BOND REFUND-REC-005332-2024	\$500.00	\$500.00
308486	715-0000-220930-	Sonco Pools and Spas	BOND REFUND-REC-005335-2024	\$200.00	\$200.00
308487	715-0000-220930-	total paving	BOND REFUND-REC-005333-2024	\$200.00	\$200.00
308488	715-0000-220930-	WIN Universal LLC	BOND REFUND-REC-005334-2024	\$200.00	\$200.00
308489	715-0000-220930-	Xclusive Concrete	BOND REFUND-REC-005450-2024	\$200.00	\$200.00
308490	101-0000-421990-	CHRISTINA SMITH	BUSINESS LICENSE REFUND	\$65.00	\$65.00
308491	101-0000-421990-	JUAN PAGAN	BUSINESS LICENSE REFUND	\$65.00	\$65.00
308492	101-0000-421990-	NANCY LYNK	BUSINESS LICENSE REFUND	\$65.00	\$65.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308496	505-0000-452420-	DICU, CATALIN	WATER REFUND	\$2,800.00	\$2,800.00
902382	101-0000-210810-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE SEPT 2024	\$310.96	\$7,809.39
902382	101-0000-210810-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE SEPT 2024	\$7,498.43	
902384	101-0000-211060-	VISION SERVICE PLAN	VISION INSURANCE SEPT 2024	\$1,481.79	\$5,781.57
902384	101-0000-211060-	VISION SERVICE PLAN	VISION INSURANCE SEPT 2024	\$4,299.78	
902385	605-0000-471230-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 08/01-08/15	\$7,457.31	\$7,457.31
902386	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$3,193.60	\$8,152.90
902386	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$4,959.30	
902388	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$529.80	\$2,386.17
902388	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$1,856.37	
902394	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$653.82	\$4,262.08
902394	101-0000-210940-	EMPLOYEE BENEFITS CORP	HEALTH/DEPENDENT CARE FSA	\$3,608.26	
DEPARTMENT 0000 TOTAL:				\$44,683.79	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 0101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARD OF TRUSTEES ADMIN					
308390	101-0101-521650-	CAPTION FIRST INC	CAPTIONING SERVICES	\$636.00	\$636.00
308449	101-0101-521650-	LORELLE COMMUNICATIONS INC	STREAMING SERVICES	\$4,500.00	\$4,500.00
DEPARTMENT 0101 TOTAL:				\$5,136.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INTEGRATED SERVICES ADMIN					
308375	101-0201-522700-	AT & T MOBILITY	ACCT 232106787838	\$100.00	\$100.00
308380	515-0201-540550-	BOUNCE HOUSES R US LLC	HARMONY FEST 09/27/2024 GAMES & ACTIVITIES	\$2,268.00	\$4,756.00
308380	515-0201-540550-	BOUNCE HOUSES R US LLC	HARMONY FEST 09/28/2024 GAMES & ACTIVITIES	\$2,488.00	
308389	101-0201-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$8.71	\$8.71
308395	101-0201-530010-	CHICAGO TRIBUNE	SUBSCRIPTION	\$152.99	\$152.99
308452	401-0201-520050-	MAC STRATEGIES GROUP INC	PROFESSIONAL SERVICES	\$10,000.00	\$10,000.00
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$7.09	\$144.52
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$8.01	
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$9.86	
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$12.15	
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$18.00	
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$24.99	
308467	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$64.42	
308525	101-0201-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	\$50.00	\$50.00
308548	101-0201-522700-	VERIZON WIRELESS	ACCT 88534852600001	\$156.64	\$156.64
					\$51,224.66

Department 0201

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902391	101-0201-520100-	ELROD FRIEDMAN LLP	JULY 2024 LEGAL SERVICES	\$51,224.66	
			DEPARTMENT 0201 TOTAL:	\$66,593.52	

VILLAGE OF ARLINGTON HEIGHTS
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Department 0301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HUMAN RESOURCES ADMIN					
308363	101-0301-522010-	AMERICAN PLANNING ASSOCIATION- ILLINOIS CHAPTER	ADVERTISING	\$125.00	\$125.00
308439	615-0301-542810-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA JULY 2024	\$57,525.35	\$57,525.35
308497	615-0301-520500-	ONIEAL AND ASSOCIATES, LLC	CONSULTING SERVICES	\$4,450.00	\$4,450.00
308503	101-0301-530050-	PETTY CASH	EVENT SUPPLIES	\$17.59	\$97.59
308503	615-0301-520500-	PETTY CASH	MISCELLANEOUS SERVICES	\$80.00	
308542	101-0301-522700-	VERIZON WIRELESS	ACCT 28544404900001	\$47.31	\$47.31
902382	605-0301-520650-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE SEPT 2024	\$4,163.01	\$8,270.12
902382	605-0301-520660-	DEARBORN LIFE INS CO	LIFE / STD INSURANCE SEPT 2024	\$4,107.11	
902383	605-0301-520440-	EMPLOYEE BENEFITS CORP	FSA ADMIN FEES	\$16.48	\$724.90
902383	605-0301-520440-	EMPLOYEE BENEFITS CORP	FSA ADMIN FEES	\$123.60	
902383	605-0301-520440-	EMPLOYEE BENEFITS CORP	FSA ADMIN FEES	\$584.82	
902385	605-0301-542750-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 08/01-08/15	\$327,497.15	\$359,230.30
902385	605-0301-542770-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 08/01-08/15	\$31,733.15	
902389	605-0301-520600-	HMO ILLINOIS	SEPT 2024 HMO BILLING	\$275,643.05	\$275,643.05

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
			DEPARTMENT 0301 TOTAL:	\$706,113.62	

VILLAGE OF ARLINGTON HEIGHTS

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Department 0501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FINANCE ADMIN					
					\$65.10
308362	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	(\$46.23)	
308362	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	(\$46.23)	
308362	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$157.56	
					\$34.49
308389	101-0501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$34.49	
					\$8,765.67
308421	101-0501-520231-	EMS MANAGEMENT & CONSULTANTS, INC	FINANCIAL SERVICES	\$8,765.67	
					\$83,814.56
308439	611-0501-542610-	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA JULY 2024	\$83,814.56	
					\$5,939.86
308451	611-0501-542600-	MAACO COLLISION REPAIR & PAINTING	EQUIPMENT MAINTENANCE	\$5,939.86	
					\$193.87
308467	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$7.79	
308467	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$27.13	
308467	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$158.95	
					\$119.94
308503	101-0501-530050-	PETTY CASH	KITCHEN SUPPLIES	\$29.99	
308503	101-0501-533050-	PETTY CASH	KITCHEN SUPPLIES	\$89.95	
					\$2,014.95
308530	101-0501-520230-	TKB ASSOCIATES INC	PROFESSIONAL SERVICES	\$2,014.95	
					\$47.31
308539	101-0501-522700-	VERIZON WIRELESS	ACCT 38508581800001	\$47.31	
DEPARTMENT 0501 TOTAL:				\$100,995.75	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
INFORMATION TECHNOLOGY ADMIN					
					\$105.73
308362	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$39.73	
308362	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$66.00	
					\$220.00
308388	625-0601-521655-	CADD MICROSYSTEMS, INC.	OFFICE EQUIPMENT	\$220.00	
					\$2,989.15
308392	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	(\$83.38)	
308392	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$109.78	
308392	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$935.30	
308392	625-0601-550100-	CDW GOVERNMENT INC	OFFICE EQUIPMENT	\$2,027.45	
					\$4,668.78
308404	625-0601-522700-	COMCAST PROCESSING CENTER	ACCT 907065060	\$4,668.78	
					\$2,752.00
308424	625-0601-550100-	ESSCOE LLC	OFFICE EQUIPMENT	\$2,752.00	
					\$7,350.00
308533	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$1,258.00	
308533	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$1,258.00	
308533	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$1,600.00	
308533	625-0601-550100-	TYLER TECHNOLOGIES INC	COMPUTERSDP & WORD PROC.	\$3,234.00	
					\$856.11
308546	625-0601-522700-	VERIZON WIRELESS	ACCT 98726153700001	\$856.11	
					\$2,126.34
308547	625-0601-522700-	VERIZON WIRELESS	ACCT 68500580500001	\$2,126.34	
DEPARTMENT 0601 TOTAL:				\$21,068.11	

Department 0601

VILLAGE OF ARLINGTON HEIGHTS
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Department 1008

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM FIRE & POL COMM					
308406	101-1008-520750-	CONRAD POLYGRAPH INC	PROFESSIONAL SERVICES	\$1,000.00	\$1,000.00
DEPARTMENT 1008 TOTAL:				\$1,000.00	

VILLAGE OF ARLINGTON HEIGHTS
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Department 1018

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BOARDS & COMM SPECIAL EVENTS					
					\$3,912.00
308526	515-1018-540550-	SUNSHINE FARM II	AUTUMN HARVEST STRAW	\$812.00	
308526	515-1018-540550-	SUNSHINE FARM II	AUTUMN HARVEST TROLLEY	\$2,100.00	
308526	515-1018-540550-	SUNSHINE FARM II	AUTUMN HARVEST ZOO	\$1,000.00	
DEPARTMENT 1018 TOTAL:				\$3,912.00	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT ADMIN					
308369	101-3001-533300-	ASSOCIATED BAG CO	POLICE EQUIPMENT & SUPPLY	\$592.10	\$592.10
308379	101-3001-521650-	BIO ONE CHICAGO	EQUIPMENT MAINTENANCE	\$50.00	\$50.00
308382	101-3001-522100-	BRANDING TOUCHPOINT / IPROMOTE U	PRINTING SERVICES	\$486.72	\$486.72
308384	101-3001-521651-	BRIGHTSIDE CLINIC	CARE GRANT	\$3,125.00	\$3,125.00
308389	101-3001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$34.13	\$34.13
308405	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	\$320.00	\$320.00
308417	101-3001-521650-	DK MEDIA SALES AND MARKETING LTD	EVENT SUPPLIES	\$700.00	\$700.00
308435	101-3001-522030-	HARLEY-DAVIDSON MOTOR COMPANY, INC.	TRAVEL & TRAINING	\$650.00	\$650.00
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	\$15,823.50
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-521651-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	

Department 3001

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VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
308442	101-3001-533250-	JG UNIFORMS	CLOTHING & APPAREL	\$460.00	
					\$1,348.15
308460	101-3001-533300-	MORTON SUGGESTION COMPANY	EVENT SUPPLIES	\$1,348.15	
					\$300.00
308498	101-3001-522030-	PADIYARA, ANTHONY	TRAVEL AND TRAINING	\$300.00	
					\$1,687.50
308504	101-3001-522030-	PETTY CASH/POLICE	VEHICLE RENTAL	\$1,687.50	
					\$498.19
308508	101-3001-522030-	RAFAL TOPCZYLKO	TRAVEL AND TRAINING	\$498.19	
					\$3,738.25
308509	101-3001-530350-	RAY O'HERRON	CLOTHING & APPAREL	\$3,738.25	
					\$775.00
308521	101-3001-521020-	STANLEY STEEMER INTERNATIONAL, INC.	EQUIPMENT MAINTENANCE	\$775.00	
					\$950.00
308524	101-3001-533250-	SUBURBAN ACCENTS INC	EQUIPMENT MAINTENANCE	\$950.00	
					\$36.01
308537	101-3001-533050-	VERIZON WIRELESS	ACCT 54209747800003	\$36.01	
					\$1,300.24
308538	101-3001-530010-	VERIZON WIRELESS	ACCT 68682493000001	\$1,300.24	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
			DEPARTMENT 3001 TOTAL:	\$32,414.79	

VILLAGE OF ARLINGTON HEIGHTS
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Department 3003

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
POLICE DEPT CRIMINAL INVEST					
					\$169.34
308502	231-3003-540010-	PET PROS	K9 SUPPLIES	\$169.34	
					\$333.88
308507	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$25.98	
308507	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$69.98	
308507	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$77.98	
308507	231-3003-540010-	PSP STORES LLC	K9 SUPPLIES	\$159.94	
					\$165.00
308532	231-3003-540010-	TOPS IN DOG TRAINING CORP	K9 BOARDING	\$165.00	
				DEPARTMENT 3003 TOTAL:	\$668.22

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FIRE ADMIN					
					\$4,191.42
308359	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$310.00	
308359	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$550.00	
308359	101-3501-521020-	AIR ONE EQUIPMENT	EQUIPMENT MAINTENANCE	\$1,076.42	
308359	401-3501-550150-	AIR ONE EQUIPMENT	CLOTHING & APPAREL	\$574.00	
308359	401-3501-550150-	AIR ONE EQUIPMENT	FIRE EQUIPMENT & SUPPLY	\$434.00	
308359	401-3501-550150-	AIR ONE EQUIPMENT	FIRE EQUIPMENT & SUPPLY	\$1,247.00	
					\$180.05
308362	101-3501-521110-	AMAZON COM CAPITAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$8.76	
308362	101-3501-521110-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$39.96	
308362	101-3501-522030-	AMAZON COM CAPITAL SERVICES	MEETING SUPPLIES	\$15.74	
308362	101-3501-522030-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	\$29.90	
308362	101-3501-531650-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	\$17.98	
308362	101-3501-531650-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	\$47.48	
308362	101-3501-533450-	AMAZON COM CAPITAL SERVICES	MISCELLANEOUS SUPPLIES	\$10.74	
308362	101-3501-533500-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	\$9.49	
					\$562.00
308381	101-3501-533500-	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	\$562.00	
					\$8.95
308389	101-3501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$8.95	
					\$262.25
308410	101-3501-530350-	CONWAY SHIELD, INC.	CLOTHING & APPAREL	\$262.25	
					\$65.00
308411	101-3501-522020-	COSTCO WHOLESALE MEMBERSHIP	MEMBERSHIP RENEWAL	\$65.00	
					\$955.00

Department 3501

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308416	401-3501-550150-	DIVE RIGHT IN SCUBA	FIRE EQUIPMENT	\$955.00	
					\$112.33
308427	401-3501-550150-	FIRESERVICE MANAGEMENT	EQUIPMENT MAINTENANCE	\$112.33	
					\$1,319.10
308444	101-3501-522030-	KEDROK, JASON	TUITION REIMBURSEMENT	\$1,319.10	
					\$568.73
308467	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$519.38	
308467	101-3501-532800-	ODP BUSINESS SOLUTIONS	FIRE EQUIPMENT & SUPPLY	\$49.35	
					\$4,450.00
308497	101-3501-522030-	ONIEAL AND ASSOCIATES, LLC	CONSULTING SERVICES	\$4,450.00	
					\$871.92
308501	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$386.74	
308501	101-3501-533500-	PENNCARE	MEDICAL SUPPLIES	\$485.18	
					\$46.57
308517	101-3501-531650-	SHERWIN ACE HARDWARE	MISCELLANEOUS SUPPLIES	\$46.57	
					\$1,975.00
308522	101-3501-522030-	STRUCTURAL TECHNOLOGIES, INC.	TRAVEL & TRAINING	\$1,975.00	
					\$1,059.96
308523	101-3501-521160-	STRYKER SALES CORP	MEDICAL EQUIPMENT MAINTENANCE	\$1,059.96	
					\$339.70
308531	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$74.95	
308531	101-3501-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$264.75	
					\$907.86
308543	101-3501-522700-	VERIZON WIRELESS	ACCT 44205897800001	\$907.86	
					\$2,550.00
308553	401-3501-550150-	WS DARLEY & CO	FIRE EQUIPMENT	\$2,550.00	

VILLAGE OF ARLINGTON HEIGHTS
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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
			DEPARTMENT 3501 TOTAL:	\$20,425.84	

VILLAGE OF ARLINGTON HEIGHTS
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Department 3701

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
FOREIGN FIRE INSURANCE ADMIN					
					\$32.78
308362	227-3701-550150-	AMAZON COM CAPITAL SERVICES	KITCHEN SUPPLIES	\$32.78	
					\$500.00
308499	227-3701-522030-	PARKER, SEBASTIAN	TUITION REIMBURSEMENT	\$500.00	
					\$3,817.35
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$25.95	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$29.95	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$29.95	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$55.90	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$62.90	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$285.45	
308531	227-3701-530350-	TODAY'S UNIFORMS	CLOTHING & APPAREL	\$932.45	
					\$2,300.00
308553	227-3701-550150-	WS DARLEY & CO	FIRE EQUIPMENT	\$2,300.00	
DEPARTMENT 3701 TOTAL:				\$6,650.13	

VILLAGE OF ARLINGTON HEIGHTS
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Department 4001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PLANNING PLANNING					
					\$1,095.00
308387	101-4001-540400-	BUSINESS XPANSION JOURNAL	ADVERTISING	\$1,095.00	
					\$1,750.00
308394	101-4001-540400-	CHICAGO PUBLIC MEDIA, INC.	ADVERTISING	\$1,750.00	
					\$2,500.00
308409	101-4001-540400-	CONWAY DATA	MISCELLANEOUS SUPPLIES	\$2,500.00	
					\$1,786.30
308413	101-4001-522010-	DAILY HERALD	ADVERTISING	\$248.40	
308413	101-4001-522010-	DAILY HERALD	ADVERTISING	\$275.40	
308413	101-4001-540410-	DAILY HERALD	ADVERTISING	\$1,262.50	
					\$507.50
308447	101-4001-521650-	LEGRAND REPORTING & VIDEO SERVICES	TRANSCRIBING SERVICES	\$507.50	
					\$8,813.34
308511	263-4001-520050-	RJN GROUP INC	PROFESSIONAL SERVICES	\$1,862.50	
308511	263-4001-520050-	RJN GROUP INC	PROFESSIONAL SERVICES	\$4,246.00	
308511	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$317.50	
308511	267-4001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$2,387.34	
					\$1,957.50
308515	267-4001-520050-	RYAN LLC	CONSULTING SERVICES	\$1,957.50	
					\$47.31
308544	101-4001-521650-	VERIZON WIRELESS	ACCT 380420027000021	\$47.31	
DEPARTMENT 4001 TOTAL:				\$18,456.95	

VILLAGE OF ARLINGTON HEIGHTS
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Department 4102

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
COMMUNITY DEVL BLK GRNTCDBG-CV					
					\$7,535.00
308465	215-4102-541080-	NORTHWEST COMPASS INC	CDBG GRANT	\$7,535.00	
DEPARTMENT 4102 TOTAL:				\$7,535.00	

VILLAGE OF ARLINGTON HEIGHTS
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Department 4501

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
BUILDING ADMIN					
308389	101-4501-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$36.86	\$36.86
308503	101-4501-530050-	PETTY CASH	EVENT SUPPLIES	\$19.30	\$113.29
308503	101-4501-530050-	PETTY CASH	EVENT SUPPLIES	\$75.00	
308503	101-4501-530050-	PETTY CASH	OFFICE SUPPLIES	\$18.99	
DEPARTMENT 4501 TOTAL:				\$150.15	

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Department 7001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH ADMIN					
					\$38.35
308362	101-7001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	\$38.35	
					\$520.00
308366	101-7001-520250-	ARLINGTON CENTER	COUNSELING SUBSIDY	\$520.00	
					\$400.00
308383	101-7001-520250-	BRIGHTER LIFE BEHAVIORAL SERVICES	COUNSELING SUBSIDY	\$400.00	
					\$17.14
308389	101-7001-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$17.14	
					\$4,014.99
308426	101-7001-533100-	FFF ENTERPRISES INC	FLU SHOTS	\$1,983.84	
308426	101-7001-533100-	FFF ENTERPRISES INC	FLU SHOTS	\$2,031.15	
					\$1,255.00
308428	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SERVICES	\$420.00	
308428	101-7001-521100-	FLECKS LANDSCAPING	LANDSCAPING SUPPLY	\$835.00	
					\$17.44
308467	101-7001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$17.44	
					\$92.60
308503	101-7001-522030-	PETTY CASH	TRAVEL AND TRAINING	\$29.48	
308503	101-7001-540530-	PETTY CASH	MISCELLANEOUS SUPPLIES	\$63.12	
					\$300.32
308545	101-7001-522700-	VERIZON WIRELESS	ACCT 88556712200001	\$300.32	
			DEPARTMENT 7001 TOTAL:	\$6,655.84	

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Department 7007

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
HEALTH SENIOR SERVICES					
308389	101-7007-522150-	CANON SOLUTIONS AMERICA	OFFICE MACHINES & ACCESS	\$44.38	\$44.38
308431	101-7007-540160-	FOX VALLEY FARMS INC	PROGRAM SUPPLIES	\$214.84	\$214.84
DEPARTMENT 7007 TOTAL:				\$259.22	

VILLAGE OF ARLINGTON HEIGHTS

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Department 7101

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PUBLIC WORKS ADMIN					
					\$50.46
308365	101-7101-531550-	ANDERSON LOCK	BUILDING MAINTENANCE SUPPLY	\$50.46	
					\$596.46
308368	101-7101-531850-	ARLINGTON POWER EQUIPMENT	SMALL TOOLS	\$596.46	
					\$777.27
308370	101-7101-522700-	AT & T	ACCT 8310010146347	\$777.27	
					\$1,227.36
308371	101-7101-522700-	AT & T	ACCT 8310010134261	\$1,227.36	
					\$2,001.07
308372	101-7101-522700-	AT & T	ACCT 84725331203952	\$2,001.07	
					\$2,120.18
308373	101-7101-522700-	AT & T	ACCT 217S667106106	\$2,120.18	
					\$4.36
308374	101-7101-522700-	AT & T LONG DISTANCE	ACCT 2147713	\$4.36	
					\$232.16
308378	101-7101-531550-	BERKHEIMER CO INC	BUILDING MAINTENANCE SUPPLY	\$232.16	
					\$15,305.72
308385	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	\$987.00	
308385	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	\$14,318.72	
					\$3,790.78
308396	401-7101-550300-	CIVILTECH ENGINEERING INC	PROFESSIONAL SERVICES	\$3,790.78	
					\$127.90
308397	101-7101-522700-	COMCAST CABLE	ACCT 8771100721360921	\$127.90	
					\$42.00
308398	101-7101-522700-	COMCAST CABLE	ACCT 8771100720049004	\$42.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$73.00
308399	101-7101-522700-	COMCAST CABLE	ACCT 8771100720901436	\$73.00	
					\$31.50
308402	101-7101-522700-	COMCAST CABLE	ACCT 8771100720048998	\$31.50	
					\$18,390.00
308412	101-7101-521110-	CRYSTAL MAINTENANCE & MGMT SRVS	CLEANING SERVICES	\$16,810.00	
308412	101-7101-521110-	CRYSTAL MAINTENANCE & MGMT SRVS	JANITORIAL SERVICES	\$1,580.00	
					\$26,841.25
308418	401-7101-550300-	DOLAND ENGINEERING, LLC	PROFESSIONAL SERVICES	\$26,841.25	
					\$300.00
308419	515-7101-533050-	ECO CLEAN MAINTENANCE INC	CLEANING SERVICES	\$300.00	
					\$30,329.08
308423	426-7101-550250-	ENGINEERING RESOURCE ASSOCIATES	PROFESSIONAL SERVICES	\$30,329.08	
					\$926.00
308425	101-7101-531450-	FERGUSON FACILITIES SUPPLY HP# 3400	JANITORIAL SUPPLIES	\$185.75	
308425	101-7101-531450-	FERGUSON FACILITIES SUPPLY HP# 3400	JANITORIAL SUPPLIES	\$740.25	
					\$4,356.34
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$89.63	
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$262.96	
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$267.44	
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$267.44	
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$955.15	
308432	101-7101-531650-	FULL COMPASS SYSTEMS LTD	ELECTRONIC SUPPLIES	\$2,513.72	
					\$1,831.29

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308433	101-7101-531450-	GRAINGER W W INC	JANITORIAL SUPPLIES	\$201.36	
308433	101-7101-531450-	GRAINGER W W INC	SERVICE BUILDING MAINTENANCE	\$296.39	
308433	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$54.44	
308433	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$201.88	
308433	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$232.88	
308433	101-7101-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$546.48	
308433	101-7101-531850-	GRAINGER W W INC	SMALL TOOLS	\$297.86	
					\$4,589.00
308434	101-7101-531750-	GRAYBAR ELECTRIC COMPANY	STREET LIGHTING	\$2,124.00	
308434	401-7101-550300-	GRAYBAR ELECTRIC COMPANY	LIGHTING SUPPLIES	\$2,465.00	
					\$2,485.00
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$160.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$185.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$195.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$195.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$250.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$255.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$255.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$295.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$300.00	
308440	101-7101-521110-	INTL EXTERMINATORS INC	SERVICE BUILDING MAINTENANCE	\$395.00	
					\$50.00
308443	101-7101-522030-	JULIUS, Nanci	TRAVEL AND TRAINING	\$50.00	
					\$120.30
308448	101-7101-521020-	LIFE FITNESS	EQUIPMENT MAINTENANCE	\$120.30	
					\$431.98

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308450	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$45.31	
308450	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$49.36	
308450	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$66.66	
308450	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$78.33	
308450	101-7101-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$151.01	
308450	101-7101-531650-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$19.54	
308450	101-7101-531650-	LOWES COMMERCIAL SERVICES	STREET SUPPLIES	\$21.77	
					\$366.14
308455	101-7101-521010-	MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	\$183.07	
308455	101-7101-521010-	MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	\$183.07	
					\$858.85
308457	101-7101-521110-	METRO DOOR AND DOCK	SERVICE BUILDING MAINTENANCE	\$858.85	
					\$1,295.80
308464	101-7101-521500-	NICOR	ACCT 01701843946	\$1,295.80	
					\$803.60
308493	401-7101-550300-	GABRIEL RAHHAL	RESIDENT REIMBURSEMENT	\$803.60	
					\$1,165.10
308494	401-7101-550300-	JEFF RENFROE	RESIDENT REIMBURSEMENT	\$1,165.10	
					\$590.08
308495	401-7101-550300-	MICHAEL O'BRIEN	RESIDENT REIMBURSEMENT	\$590.08	
					\$515.46
308500	101-7101-521110-	PAUL DAVIS RESTORATION OF SE WI, INC	SERVICE BUILDING MAINTENANCE	\$515.46	
308503	101-7101-530350-	PETTY CASH	REIMBURSEMENT	\$36.99	
308503	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$10.99	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308503	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$15.99	
308503	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$35.97	
308503	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$39.97	
308503	101-7101-531650-	PETTY CASH	KITCHEN SUPPLIES	\$41.97	
308503	515-7101-533050-	PETTY CASH	EVENT SUPPLIES	\$12.52	
					\$1,045.00
308506	101-7101-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
308506	101-7101-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
					\$1,500.00
308510	101-7101-520050-	RITTER GIS	TRAVEL & TRAINING	\$1,500.00	\$490.52
308513	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$68.00	
308513	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$75.00	
308513	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$99.48	
308513	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$99.48	
308513	101-7101-521110-	ROSCOE COMPANY	SERVICE BUILDING MAINTENANCE	\$148.56	
					\$15,120.12
308516	101-7101-521550-	SANDY'S LAWN AND TREE	LANDSCAPING SERVICES	\$1,200.00	
308516	101-7101-521550-	SANDY'S LAWN AND TREE	LANDSCAPING SERVICES	\$1,818.56	
308516	101-7101-521550-	SANDY'S LAWN AND TREE	LANDSCAPING SERVICES	\$1,818.56	
308516	101-7101-521550-	SANDY'S LAWN AND TREE	LANDSCAPING SERVICES	\$5,141.50	
308516	101-7101-521550-	SANDY'S LAWN AND TREE	LANDSCAPING SERVICES	\$5,141.50	
					\$17.99
308517	101-7101-531400-	SHERWIN ACE HARDWARE	AGRICULTURAL SUPPLIES	\$17.99	\$124.41
308518	101-7101-531800-	SIGNS BY TOMORROW	STREET SUPPLIES	\$124.41	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$35.02
308519	101-7101-531850-	SITEONE LANDSCAPE SUPPLY LLC	AGRICULTURAL SUPPLIES	\$35.02	
					\$139.59
308520	101-7101-531550-	STANDARD PIPE & SUPPLY INC	BUILDING MAINTENANCE SUPPLY	\$139.59	
					\$229.80
308527	101-7101-531800-	TAPCO	STREET SUPPLIES	\$468.00	
308527	101-7101-531800-	TAPCO	STREET SUPPLIES	(\$238.20)	
					\$3,908.02
308528	101-7101-531650-	TENACIOUS BRANDS	AGRICULTURAL SUPPLIES	\$3,908.02	
					\$1,786.68
308541	101-7101-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$1,786.68	
					\$1,300.00
308549	235-7101-550250-	WALKER CONSULTANTS	PROFESSIONAL SERVICES	\$1,300.00	
					\$575.00
308552	101-7101-522020-	WEST CENTRAL MUNICIPAL CONF	DUES	\$575.00	
					\$1,238.96
308556	101-7101-530350-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$140.86	
308556	101-7101-530350-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$1,098.10	
					\$230.32
802416	101-7101-522700-	AT & T	ACCT 84739443682112	\$55.75	
802416	101-7101-522700-	AT & T	ACCT 84739420624707	\$55.77	
802416	101-7101-522700-	AT & T	ACCT 84734215365273	\$57.20	
802416	101-7101-522700-	AT & T	ACCT 84759391411742	\$61.60	
					\$8,134.00
802417	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3895240100	\$9.61	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802417	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6437571222	\$74.81	
802417	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1158409000	\$271.05	
802417	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4410867000	\$7,778.53	
					\$13,608.45
802418	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063218	\$1,587.85	
802418	101-7101-521500-	CONSTELLATION NEW ENERGY INC	ACCT 8063214	\$12,020.60	
					\$8,980.79
802419	101-7101-521500-	NICOR	ACCT 06802945268	\$44.19	
802419	101-7101-521500-	NICOR	ACCT 15839647334	\$44.19	
802419	101-7101-521500-	NICOR	ACCT 38178600003	\$47.52	
802419	101-7101-521500-	NICOR	ACCT 40178600009	\$48.17	
802419	101-7101-521500-	NICOR	ACCT 53278600001	\$144.13	
802419	101-7101-521500-	NICOR	ACCT 38096400007	\$146.44	
802419	101-7101-521500-	NICOR	ACCT 28178600004	\$147.28	
802419	101-7101-521500-	NICOR	ACCT 19426400008	\$154.05	
802419	101-7101-521500-	NICOR	ACCT 43278600002	\$163.85	
802419	101-7101-521500-	NICOR	ACCT 94830700004	\$186.40	
802419	101-7101-521500-	NICOR	ACCT 58401600000	\$197.85	
802419	101-7101-521500-	NICOR	ACCT 72489260108	\$306.34	
802419	101-7101-521500-	NICOR	ACCT 97034457784	\$428.55	
802419	101-7101-521500-	NICOR	ACCT 95407400001	\$485.19	
802419	101-7101-521500-	NICOR	ACCT 96945600003	\$1,442.51	
802419	101-7101-521500-	NICOR	ACCT 55616726109	\$2,159.64	
802419	101-7101-521500-	NICOR	ACCT 25422686599	\$2,834.49	
					\$517,319.09

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902387	401-7101-550300-	R.W. DUNTEMAN COMPANY	PROFESSIONAL SERVICES	\$284,120.14	
902387	426-7101-550250-	R.W. DUNTEMAN COMPANY	PROFESSIONAL SERVICES	\$233,198.95	
					\$48,206.01
902392	401-7101-550300-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	\$48,206.01	\$438,270.98
902393	211-7101-550400-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	\$438,270.98	
DEPARTMENT 7101 TOTAL:				\$1,185,080.64	

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Department 7201

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
WATER AND SEWER ADMIN					
					\$1,515.39
308360	505-7201-531600-	ALEXANDER CHEMICAL CORP	CHEMICALS	\$1,515.39	
					\$83.00
308364	505-7201-522030-	AMERICAN WATER WORKS ASSN	MEMBERSHIP DUES	\$83.00	
					\$2.10
308400	505-7201-522700-	COMCAST CABLE	ACCT 8771100720048980	\$2.10	
					\$194.85
308401	505-7201-522700-	COMCAST CABLE	ACCT 8771100720175502	\$194.85	
					\$2,563.86
308407	505-7201-521300-	CONSERV FS INC	AGRICULTURAL SUPPLIES	\$675.00	
308407	505-7201-521300-	CONSERV FS INC	AGRICULTURAL SUPPLIES	\$1,888.86	
					\$37,000.00
308408	505-7201-521300-	CONSULTING ENGINEERING, INC.	PROFESSIONAL SERVICES	\$37,000.00	
					\$8,291.88
308414	505-7201-521500-	DIRECT ENERGY BUSINESS MARKETING LLC	ACCT 1806641	\$8,291.88	
					\$3,746.46
308415	505-7201-521500-	DIRECT ENERGY BUSINESS MARKETING LLC	ACCT 1806638	\$3,746.46	
					\$663.00
308420	505-7201-531650-	EJ EQUIPMENT INCORPORATED	WATER SYSTEM SUPPLIES	\$663.00	
					\$2,765.00
308424	505-7201-550200-	ESSCOE LLC	BUILDING MAINTENANCE SUPPLY	\$2,765.00	
					\$371.65
308433	505-7201-531650-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	\$6.20	
308433	505-7201-531650-	GRAINGER W W INC	MISCELLANEOUS SUPPLIES	\$46.12	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308433	505-7201-531650-	GRAINGER W W INC	WATER SYSTEM SUPPLIES	\$21.47	
308433	505-7201-531850-	GRAINGER W W INC	SMALL TOOLS	\$297.86	
					\$21,335.97
308436	505-7201-521350-	HBK WATER METER SERVICE INC	WATER METER SERVICES	\$20,867.97	
308436	505-7201-531020-	HBK WATER METER SERVICE INC	WATER SYSTEM SUPPLIES	\$468.00	
					\$20,000.00
308438	505-7201-521650-	IL EPA	DUES	\$20,000.00	
					\$1,290.00
308441	505-7201-521300-	JCK CONTRACTORS	AGRICULTURAL SUPPLIES	\$430.00	
308441	505-7201-521300-	JCK CONTRACTORS	AGRICULTURAL SUPPLIES	\$860.00	
					\$290.67
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	\$23.69	
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$18.98	
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$25.02	
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$27.64	
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$57.21	
308450	505-7201-531650-	LOWES COMMERCIAL SERVICES	WATER SYSTEM SUPPLIES	\$138.13	
					\$75.32
308454	505-7201-531650-	MC MASTER CARR SUPPLY CO	WATER SYSTEM SUPPLIES	\$75.32	
					\$440.02
308456	505-7201-531070-	MENARDS-LONG GROVE	WATER SYSTEM SUPPLIES	\$440.02	
					\$388.80
308458	505-7201-531070-	MID AMERICAN WATER	WATER SYSTEM SUPPLIES	\$388.80	
					\$122.98
308459	505-7201-531020-	MIDWEST METER INC	WATER SYSTEM SUPPLIES	\$122.98	
					\$97.68

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308462	505-7201-531650-	MT PROSPECT PAINT	BUILDING MAINTENANCE SUPPLY	\$97.68	
					\$98.88
308466	505-7201-531650-	NORTHWEST ELECTRICAL SUPPLY CO	WATER SYSTEM SUPPLIES	\$98.88	
					\$58.74
308467	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$26.41	
308467	505-7201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	\$32.33	
					\$92.30
308505	505-7201-521250-	PIZZO & ASSOCIATES, LTD	AGRICULTURAL SUPPLIES	\$92.30	
					\$1,045.00
308506	505-7201-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
308506	505-7201-522700-	PRECISE MRM LLC	PHONE SERVICES	\$522.50	
					\$1,500.00
308510	505-7201-520050-	RITTER GIS	TRAVEL & TRAINING	\$1,500.00	
					\$73.92
308517	505-7201-531650-	SHERWIN ACE HARDWARE	MISCELLANEOUS SUPPLIES	\$11.99	
308517	505-7201-531850-	SHERWIN ACE HARDWARE	BUILDING MAINTENANCE SUPPLY	\$31.96	
308517	505-7201-531850-	SHERWIN ACE HARDWARE	WATER SYSTEM SUPPLIES	\$29.97	
					\$1,553.26
308520	505-7201-531020-	STANDARD PIPE & SUPPLY INC	WATER SYSTEM SUPPLIES	\$258.76	
308520	505-7201-531020-	STANDARD PIPE & SUPPLY INC	WATER SYSTEM SUPPLIES	\$508.17	
308520	505-7201-531020-	STANDARD PIPE & SUPPLY INC	WATER SYSTEM SUPPLIES	\$786.33	
					\$3,678.28
308529	505-7201-531020-	TEST GAUGE INC	WATER SYSTEM SUPPLIES	\$3,678.28	
					\$1,077.37
308540	505-7201-522700-	VERIZON WIRELESS	ACCT 78635116200001	\$1,077.37	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					\$1,191.13
308541	505-7201-522700-	VERIZON WIRELESS	ACCT 58675303500001	\$1,191.13	
					\$2,640.00
308550	505-7201-531010-	WATER PRODUCTS CO	WATER SYSTEM SUPPLIES	\$1,230.00	
308550	505-7201-531010-	WATER PRODUCTS CO	WATER SYSTEM SUPPLIES	\$1,410.00	
					\$10,615.73
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$781.36	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$868.20	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$902.80	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$1,848.00	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$1,949.05	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$2,092.02	
308555	505-7201-531010-	ZIEBELL WATER SERVICE PRODUCTS	WATER SYSTEM SUPPLIES	\$2,174.30	
					\$3,999.40
308556	505-7201-530350-	ZORO TOOLS INC	CLOTHING & APPAREL	\$226.72	
308556	505-7201-530350-	ZORO TOOLS INC	CLOTHING & APPAREL	\$2,625.08	
308556	505-7201-530350-	ZORO TOOLS INC	MISCELLANEOUS SUPPLIES	\$732.07	
308556	505-7201-531850-	ZORO TOOLS INC	CLOTHING & APPAREL	\$415.53	
					\$1,040.87
802416	505-7201-522700-	AT & T	ACCT 84759080850047	\$117.09	
802416	505-7201-522700-	AT & T	ACCT 84759021056118	\$923.78	
					\$168.65
802417	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 9425223333	\$55.29	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
802417	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6949217000	\$113.36	
					\$12,871.30
802418	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050218	\$3,304.84	
802418	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050220	\$9,566.46	
					\$684.25
802419	505-7201-521500-	NICOR	ACCT 58544400003	\$44.93	
802419	505-7201-521500-	NICOR	ACCT 42567835683	\$45.68	
802419	505-7201-521500-	NICOR	ACCT 90920700003	\$140.00	
802419	505-7201-521500-	NICOR	ACCT 04055600003	\$175.11	
802419	505-7201-521500-	NICOR	ACCT 19278600002	\$278.53	
			DEPARTMENT 7201 TOTAL:	\$143,627.71	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 7301

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING ADMIN					
802417	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 9934124000	\$634.29	\$634.29
DEPARTMENT 7301 TOTAL:				\$634.29	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 7302

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING VAIL ST. GARAGE OPER					
308403	235-7302-521500-	COMCAST CABLE	ACCT 8771100721377909	\$137.90	\$137.90
308445	235-7302-521020-	KINGS III OF AMERICA, LLC	PROFESSIONAL SERVICES	\$234.00	\$234.00
802418	235-7302-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050215	\$2,507.34	\$2,507.34
DEPARTMENT 7302 TOTAL:				\$2,879.24	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 7303

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING NORTH GARAGE OPER					
802418	235-7303-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1060231	\$1,358.91	\$1,358.91
802419	235-7303-521500-	NICOR	ACCT 12690400002	\$44.84	\$44.84
DEPARTMENT 7303 TOTAL:				\$1,403.75	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 7304

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
PARKING EVERGREEN ST GAR OPER					
802418	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	\$1,146.10	\$1,146.10
802419	235-7304-521500-	NICOR	ACCT 92296400002	\$152.60	\$152.60
DEPARTMENT 7304 TOTAL:				\$1,298.70	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 7401

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
SOLID WASTE DISPSL SWANCCADMIN					
902390	511-7401-521540-	SOLID WASTE AGENCY	OCT 2024 TIPPING FEES	\$21,265.00	\$167,785.00
902390	511-7401-521540-	SOLID WASTE AGENCY	OCT 2024 TIPPING FEES	\$146,520.00	
DEPARTMENT 7401 TOTAL:				\$167,785.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
MUNICIPAL FLEET SVCS ADMIN					
					\$885.49
308367	621-7501-521070-	ARLINGTON HTS FORD	SERVICE VEH MAINTENANCE	\$446.08	
308367	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$35.67	
308367	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$54.36	
308367	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$80.18	
308367	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$134.60	
308367	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	\$134.60	
					\$3,118.50
308376	621-7501-531510-	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$1,336.50	
308376	621-7501-531510-	AUTO TECH CENTERS INC	VEH MAINTENANCE SUPPLY	\$1,782.00	
					\$344.86
308386	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$39.64	
308386	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$126.15	
308386	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	\$179.07	
					\$80.00
308391	621-7501-521070-	CASSIDY TIRE & SERVICE	VEH MAINTENANCE SUPPLY	\$80.00	
					\$1,460.38
308393	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$228.46	
308393	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$243.16	
308393	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$378.96	
308393	621-7501-531510-	CHICAGO PARTS AND SOUND LLC	VEH MAINTENANCE SUPPLY	\$609.80	
					\$508.86
308429	621-7501-531510-	FLEETPRIDE HEAVY DUTY PARTS & SERVICE	VEH MAINTENANCE SUPPLY	\$508.86	
					\$228.22

Department 7501

CHECK DATE: 9/15/2024

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VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308437	621-7501-521070-	IIA LIFTING SERVICES, INC.	ANNUAL INSPECTION	\$721.76	
					\$2,042.91
308446	621-7501-521070-	LAKE SHORE HARLEY DAVIDSON	SERVICE VEH MAINTENANCE	\$959.38	
308446	621-7501-521070-	LAKE SHORE HARLEY DAVIDSON	SERVICE VEH MAINTENANCE	\$1,083.53	
					\$373.17
308453	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	\$373.17	
					\$25.28
308454	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	\$25.28	
					\$185.55
308461	621-7501-531510-	MPC COMMUNICATIONS & LIGHTING INC	VEH MAINTENANCE SUPPLY	\$185.55	
					\$1,394.10
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$17.49	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$19.08	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$23.40	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$27.10	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$30.68	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$55.45	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$148.51	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$199.69	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$244.09	
308463	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$488.62	
308463	621-7501-531850-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	\$139.99	
					\$1,436.80
308514	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	(\$133.00)	
308514	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$20.90	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 9/15/2024

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
308514	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$23.90	
308514	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$525.00	
308514	621-7501-531510-	RUSH TRUCK CENTER-CAROL STREAM	VEH MAINTENANCE SUPPLY	\$1,000.00	
					\$2,865.00
308534	621-7501-531510-	ULTRA STROBE COMMUNICATIONS INC	VEH MAINTENANCE SUPPLY	\$2,865.00	\$174.04
308535	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$87.02	
308535	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	\$87.02	
					\$1,092.28
308551	621-7501-531510-	WENTWORTH TIRE SERVICE	VEH MAINTENANCE SUPPLY	\$1,092.28	\$218.89
308554	621-7501-531510-	ZEIGLER OF SCHAUMBURG	VEH MAINTENANCE SUPPLY	\$218.89	
					\$115.06
308556	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$13.45	
308556	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	\$101.61	
DEPARTMENT 7501 TOTAL:				\$28,144.80	

VILLAGE OF ARLINGTON HEIGHTS
WARRANT REGISTER
CHECK DATE: 9/15/2024

Department 9001

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
CAPITAL ADMIN					
					\$233,100.00
308361	505-9001-550250-	ALPINE DEMOLITION SERVICES	DEMOLITION SERVICES	\$233,100.00	
					\$87.50
308377	505-9001-550250-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	\$87.50	
					\$29,623.75
308422	506-9001-550250-	ENGINEERING ENTERPRISES INC	PROFESSIONAL SERVICES	\$29,623.75	
					\$40,234.56
308511	505-9001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$11,497.06	
308511	505-9001-550250-	RJN GROUP INC	PROFESSIONAL SERVICES	\$28,737.50	
					\$9,974.60
308512	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$1,870.00	
308512	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$3,700.00	
308512	505-9001-550250-	ROBINSON ENGINEERING LTD	PROFESSIONAL SERVICES	\$4,404.60	
					\$420,660.00
308536	505-9001-550250-	UNITED SYSTEMS	RESIDENTIAL WATER METERS	\$122,388.86	
308536	505-9001-550250-	UNITED SYSTEMS	RESIDENTIAL WATER METERS	\$298,271.14	
			DEPARTMENT 9001 TOTAL:	\$733,680.41	
			WARRANT TOTAL:	\$3,307,253.47	



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: One Book, One Village presentation by Arlington Heights
Memorial Library

Department: Integrated Services

Item Description:

One Book, One Village presentation by Arlington Heights Memorial Library

Community Engagement Liaison Catalina Shin and Director of Communications and Marketing Sasha Vasilic will present the Arlington Heights Memorial Library's 2024 One Book, One Village selection, The Collected Regrets of Clover by Mikki Brammer, to the Arlington Heights Village Board. Celebrating its 11th anniversary, the initiative will include engaging book discussions and events, culminating with a special visit from author Mikki Brammer in the Hendrickson Room at the library on Thursday, October 24 from 7-9 p.m.

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Issuance of a Class B and T liquor license to 1918 Winter Street Illinois LLC dba Mariano's #501 located at 802 E Northwest Highway, effective upon the transfer of ownership of Mariano's and upon relinquishment of the current liquor license by the current entity.

Department: Integrated Services

Item Description:

Issuance of a Class B and T liquor license to 1918 Winter Street Illinois LLC dba Mariano's #501 located at 802 E Northwest Highway, effective upon the transfer of ownership of Mariano's and upon relinquishment of the current liquor license by the current entity.

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Ordinance - Spent Grain Brewing - 17 N. Vail Ave.

Department: Planning & Community Development

Item Description:

At the September 3, 2024 Village Board meeting, a request for a Special Use Permit to allow a Brew Pub in the B-5 District and a variation, were discussed and approved. The Ordinance setting forth the provisions and conditions of approval is attached.

Recommendation

Adoption of an Ordinance granting a Special Use Permit and Variation for a Brew Pub in the B-5 District at 17 N. Vail Ave.

ATTACHMENTS:

1. AH Ordinance Approving Special Use and Variation for Spent Grain Brewing 9.13.24

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2024-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
AND VARIATION FOR A BREW PUB
(17 N. Vail Ave.)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2024.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
_____ day of _____, 2024

Village Clerk

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND
VARIATION FOR A BREW PUB
(17 N. Vail Ave.)

WHEREAS, CF Real Estate IL, LLC – Series 15-17 N. Vail (“*Owner*”) is the record title owner of the property located in the B-5 Downtown District (“*B-5 District*”), commonly known as 17 N. Vail Avenue, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, the Property is currently improved with a vacant commercial structure, parking lots, and other related improvements; and

WHEREAS, Spent Grain Brewing (“*Applicant*”), the prospective tenant of an approximately 2,509-square-foot portion of the Property (“*Premises*”), desires to operate a brew pub within the commercial structure on the Property (“*Proposed Use*”); and

WHEREAS, pursuant to Section 8.6 of “The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights,” as amended (“*Zoning Code*”), the Proposed Use may only be operated on the Property upon issuance by the Village Board of Trustees of a special use permit therefor; and

WHEREAS, pursuant to Section 6.12-1.2.a of the Zoning Code, an Applicant seeking a special use permit is required to provide a traffic and parking study of the Property by a certified traffic engineer; and

WHEREAS, pursuant to Sections 8 and 12 of the Zoning Code, the Applicant, with the Owner’s consent, has filed an application for approval of: (i) a special use permit to permit the operation of the Proposed Use on the Property; and (ii) a variation from Section 6.12-1.2.a of the Zoning Code, waiving the requirement to provide a traffic and parking study by a certified traffic engineer (collectively, the “*Requested Relief*”); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* on July 30, 2024 and held on August 14, 2024; and

WHEREAS, on August 14, 2024, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits and variations as set forth in Sections 8.2 and 12.2 of the Zoning Code; and

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

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

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

SECTION 2. GRANT OF SPECIAL USE PERMIT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and

pursuant to, Section 8 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a special use permit to the Applicant to authorize the operation of a brew pub within the Premises on the Property.

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a variation from Section 6.12-1.2.a of the Zoning Code to waive the requirement to provide a traffic study and parking analysis prepared by a qualified professional engineer for the Proposed Use.

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

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Use and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Use must be substantially compliant with the following plans (collectively, the “Plans”):
 - 1. The Floor Plan, prepared by the Applicant and with a last revision date of April 16, 2024, consisting of two sheets, attached to this Ordinance as Exhibit B; and
 - 2. The Outdoor Dining Plan, prepared by the Applicant and with a last revision date of August 6, 2024, consisting of one sheet, attached to this Ordinance as Exhibit C.
- C. Employee Parking Requirements. The petitioner must purchase parking permits for employees in the Village-owned Vail Avenue garage, as deemed appropriate by the Director of Planning & Community Development, subject to availability of parking spaces in the Vail Avenue garage. The calculation will take into account the number of employees that commute via car, availability of parking during the hours of operation of the proposed use, parking regulations in effect for the Vail Avenue Garage, and other pertinent information as provided by the petitioner.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk’s Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 of this Ordinance unless they first provide the Applicant with two months

advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-5 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

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

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

SECTION 9. EFFECTIVE DATE.

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

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

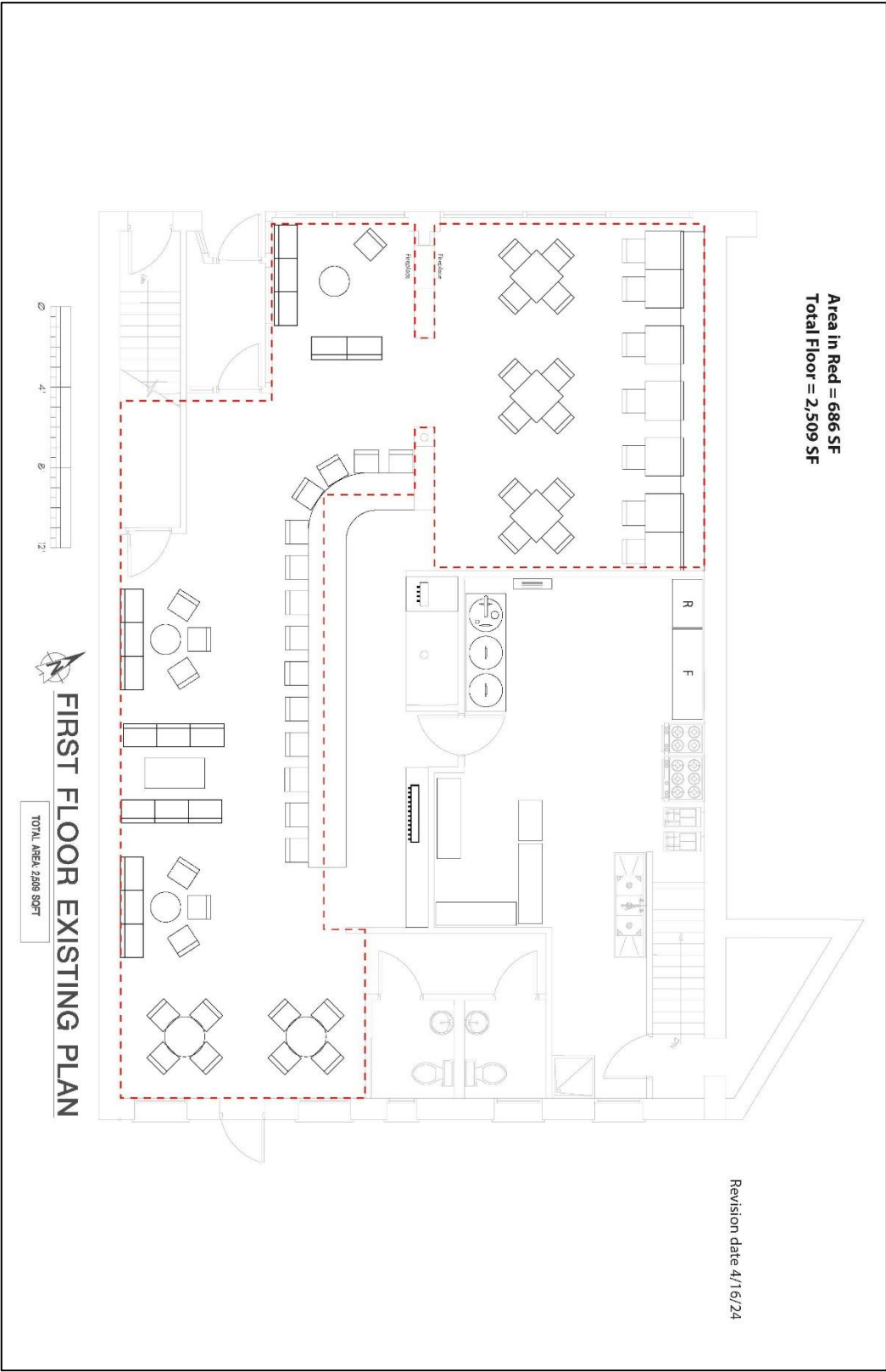
THAT PART OF BLOCK 23 IN ORIGINAL TOWN OF DUNTON IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: STARTING AT A POINT 42 FEET WEST OF THE NORTHEAST CORNER OF LOT 5, IN BLOCK 23 AFORESAID AND MEASURED ALONG THE NORTH LINE OF LOT 5; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID LOT 5, EXTENDED NORTHWARD 80.88 FEET MORE OR LESS TO THE NORTHERLY LINE OF BLOCK 23 SAID NORTHERLY LINE BEING THE SOUTHERLY LINE OF DAVIS STREET; FORMERLY KNOWN AS RAILROAD AVENUE; THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF BLOCK 23 AFORESAID 105.28 FEET MORE OR LESS TO THE NORTHWEST CORNER OF BLOCK 23 AFORESAIDL THENCE SOUTH 133.97 FEET MORE OR LESS TO THE NORTH LINE OF LOT 5 AFORESAID ALONG THE WEST LINE OF BLOCK 23 AFORESAID ALSO KNOWN AS THE EAST LINE OF VAIL STREET; THENCE EAST ALONG THE NORTH LINE OF LOT 5 AFORESAID 90.70 FEET TO THE POINT OF BEGINNING, OTHERWISE KNOWN AND DESCRIBED AS LOTS 6 & 7 (EXCEPT THE EAST 42 FEET THEREOF) IN BLOCK 23 IN ORIGINAL TOWN OF DUNTON, ACCORDING TO THE PLAT RECORDED MARCH 4, 1886 IN BOOK 22 OF PLATS PAGE 5 AS DOCUMENT 695762, IN COOK COUNTY, ILLINOIS.

Commonly known as: 17 N. Vail Ave., Arlington Heights, Illinois 60005

P.I.N.: 03-29-341-020

EXHIBIT B

FLOOR PLAN



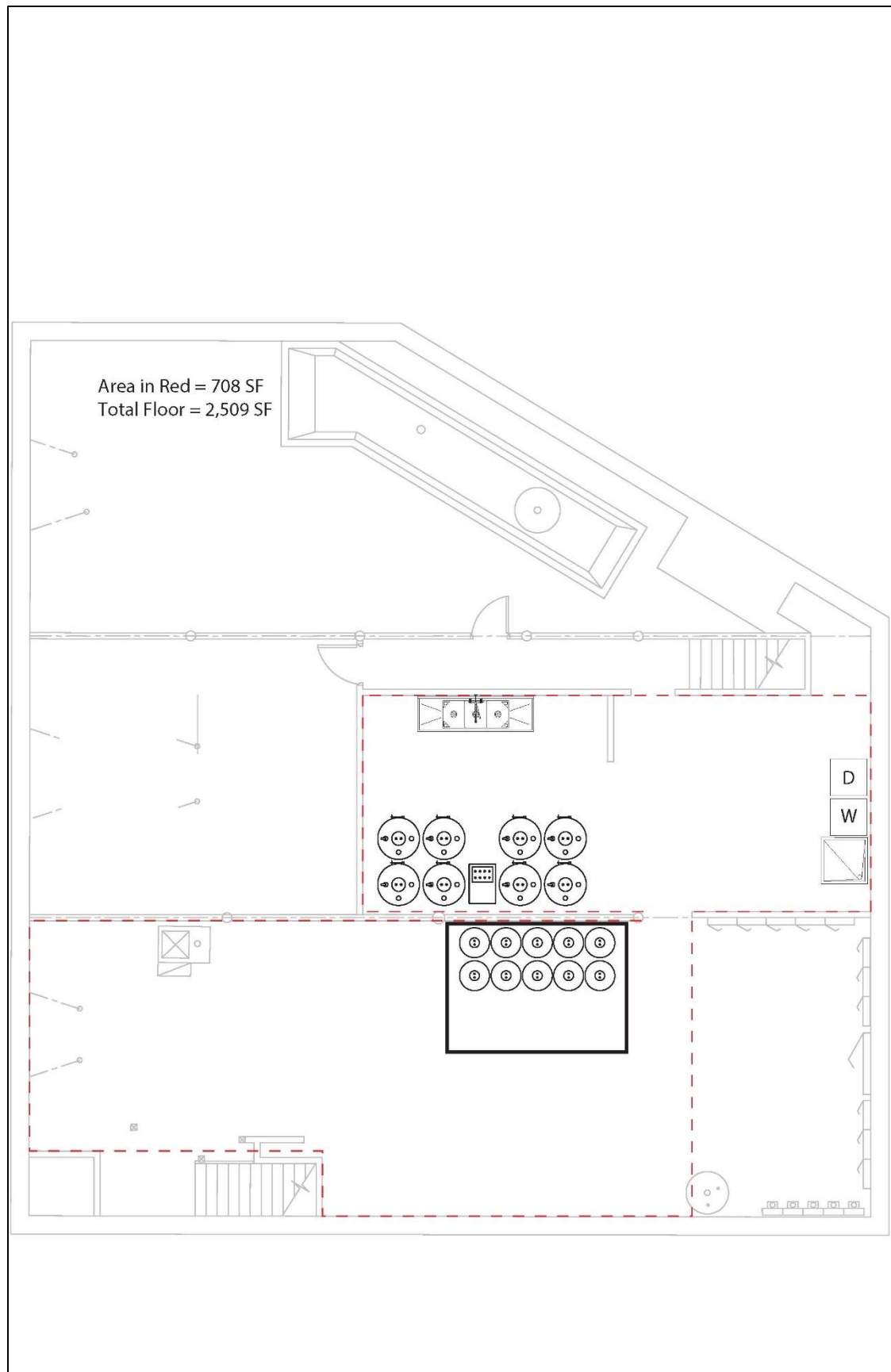


EXHIBIT C

OUTDOOR DINING PLAN

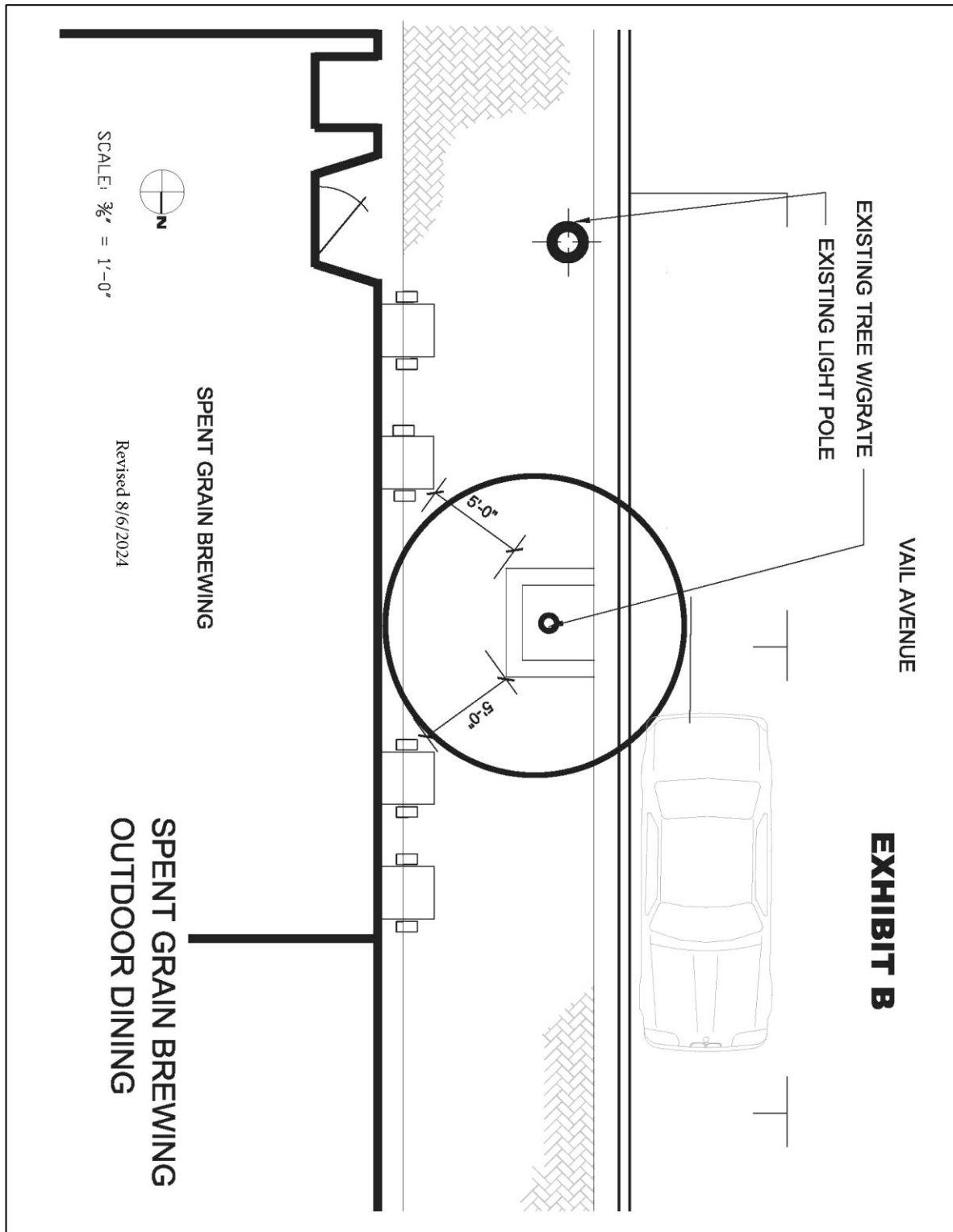


EXHIBIT D

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Spent Grain Brewing (*"Applicant"*) is the lessee of record of that certain property owned by CF Real Estate IL, LLC – Series 15-17 N. Vail (*"Owner"*) located in the B-5 Downtown District (*"B-5 District"*), commonly known as 17 N. Vail Ave. (*"Property"*); and

WHEREAS, Ordinance No. 2024-_____, adopted by the Village President and Board of Trustees on _____, 2024 (*"Ordinance"*), approves a special use permit and variations for the Applicant for the operation of a brew pub on the Property; and

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

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

1. The Applicant and Owner hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant and Owner acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant and Owner acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the special use permit, variations, and a land use variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Applicant or Owner against damage or injury of any kind and at any time.
4. The Applicant and Owner hereby agree to jointly and severally hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the special use permit, variations, and a land use variation for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____, 2024

ATTEST:

SPENT GRAIN BREWING

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

OWNER

By: _____

By: _____

Its: _____

Its: _____



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Ordinance - The Moorings Independent Living Expansion - 811 E. Central Rd.

Department: Planning & Community Development

Item Description:

At the September 3, 2024 Village Board meeting, a request for an Amendment to PUD Ordinances #85-154, #88-057, #89-043, #91-08, #92-051, #93-051, #02-077, #06-069, and #15-046 to allow construction of a five-story, 70-unit independent living building and variations, were discussed and approved. The Ordinance setting forth the provisions and conditions of approval is attached.

Recommendation

Adoption of an Ordinance granting an Amendment to PUD Ordinances #85-154, #88-057, #89-043, #91-08, #92-051, #93-051, #02-077, #06-069, and #15-046 to allow construction of a five-story, 70-unit independent living building and variations at The Moorings Independent Living expansion at 811 E. Central Rd.

ATTACHMENTS:

1. AH Ordinance Approving PUD Amendment and Variations for Moorings 9.11.24

Prepared by and return to:
Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Village Clerk

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2024-_____

AN ORDINANCE AMENDING
A PLANNED UNIT DEVELOPMENT AND GRANTING VARIATIONS
FOR THE PROPERTY AT 811 E. CENTRAL ROAD

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS ____ DAY OF _____, 2024.

AN ORDINANCE AMENDING
A PLANNED UNIT DEVELOPMENT AND GRANTING VARIATIONS
FOR THE PROPERTY AT 811 E. CENTRAL ROAD

WHEREAS, The Moorings of Arlington Heights, LLC, an Illinois limited liability company (“**Owner**”), is the record title owner of that certain real property situated within the Village’s Institutional District (“**I District**”) and located at the address commonly known as 811 E. Central Road, Arlington Heights, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, on December 16, 1985, the Village President and Board of Trustees adopted Ordinance No. 85-154, approving the development of the Property as a planned unit development for a continuing care senior living facility; and

WHEREAS, Ordinance No. 85-154 was subsequently amended by the Village President and Board of Trustees pursuant to Ordinance Nos. 88-057, 89-043, 91-108, 92-051, 93-051, 02-077, 06-069, and 15-046 (collectively, Ordinance No. 85-154 and its amendments are “**The Moorings PUD**”); and

WHEREAS, the Property is currently improved with 74 single-family attached units and a 192-unit multi-family structure designed for independent living, 73 assisted living units, 20 memory care units, and 92 skilled nursing units; and

WHEREAS, the Owner desires to develop a new five-story independent living facility on the Property containing 70 independent living units and 70 underground parking spaces (collectively, the “**Proposed Independent Living Facility**”); and

WHEREAS, pursuant to Section 10.4 of “The 2002 Comprehensive Amendment of the Zoning Code of the Village of Arlington Heights,” as amended (“**Zoning Code**”), upon completion of the Proposed Independent Living Facility, not less than 636 off-street parking spaces must be provided on the Property; and

WHEREAS, the Owner proposes a total of 621 off-street parking spaces for the Property, in violation of Section 10.4 of the Zoning Code; and

WHEREAS, pursuant to Section 5.1-8.5 of the Zoning Code, the maximum building height for all properties located within the I District is 45 feet and four stories; and

WHEREAS, the Proposed Independent Living Facility will be a 67.5-foot-tall, five-story building, in violation of Section 5.1-8.5 of the Zoning Code; and

WHEREAS, pursuant to Section 6.10 of the Zoning Code, elevators and necessary mechanical appurtenances may be erected to the maximum building height permitted by the zoning district in which they are located; and

WHEREAS, the Owner further proposes to construct two elevator overruns at a height 6.5 feet above the roof line of the Proposed Independent Living Facility, all above the maximum building height in the I District, in violation of Section 6.10 of the Zoning Code; and

WHEREAS, pursuant to Section 9 of the Zoning Code, the Owner has filed an application for approval of: (i) an amendment to The Moorings PUD; (ii) a variation from Section 10.4 of the Zoning Code to reduce the number of required off-street parking spaces on the Property from 636 to 621; (iii) a variation from Section 5.1-8.5 of the Zoning Code to allow a 67.5-foot tall, five-story building in the I District; and

(iv) a variation from Section 6.10 of the Zoning Code to allow two 6.5-foot tall elevator overruns to be constructed above the roofline of the Proposed Independent Living Facility (collectively, the “**Requested Relief**”); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* on July 30, 2024, and held on August 14, 2024; and

WHEREAS, on August 14, 2024, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees has determined that the Proposed Independent Living Facility complies with the required standards for planned unit developments as set forth in Section 9 of the Zoning Code; and

WHEREAS, consistent with the Plan Commission recommendation, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to approve the Requested Relief, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. APPROVAL OF AMENDMENT TO THE MOORINGS PUD. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 9 of the Zoning Code and the home rule powers of the Village, the President and Board of Trustees hereby approve an amendment to The Moorings PUD to permit the development of the Proposed Independent Living Facility on the Property.

SECTION 3. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, and in accordance with, and pursuant to, Section 9 of the Zoning Code and the home rule powers of the Village, the Village hereby grants the Owner the following variations from the Zoning Code for the development of the Proposed Independent Living Facility on the Property:

- A. Off-Street Parking. A variation from Section 10.4 of the Zoning Code to reduce the required off-street parking spaces on the Property from 636 spaces to 621 spaces.
- B. Building Height. A variation from Section 5.1-8.5 of the Zoning Code to increase the maximum height of the Proposed Independent Living Facility on the Property, from 45 feet and four stories to 67.5 feet and five stories.
- C. Elevator Overruns. A variation from Section 6.10 of the Zoning Code to allow two 6.5-foot tall elevator overruns above the roofline of the Proposed Independent Living Facility.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development,

use, and maintenance of the Proposed Independent Living Facility and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Independent Living Facility and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety, the Village Engineer or Director of Planning and Community Development (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Independent Living Facility, and the Property must comply with the following plans:
 - i. The Concept Logistics Plan, prepared by Skender, consisting of one sheet, and with a latest revision date of August 23, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit B**;
 - ii. The Alternate Entrance Geometry Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit C**;
 - iii. The Alternate Entrance Landscape Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit D**;
 - iv. The Building Elevations, prepared by Perkins Eastman, consisting of four sheets, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit E**;
 - v. The Building Axon, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit F**;
 - vi. The Building Sections, prepared by Perkins Eastman, consisting of two sheets, and with a latest revision date of July 3, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit G**;
 - vii. The Campus Parking Exhibit, prepared by Eriksson Engineering Associates, Ltd., consisting of one sheet, and with a latest revision date of June 26, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit H** ("**Campus Parking Exhibit**");
 - viii. The Architectural Site Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit I**;
 - ix. The Color Renderings, prepared by Perkins Eastman, consisting of four sheets, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit J**;

- x. The Preliminary Engineering Plans, prepared by Perkins Eastman, consisting of 25 sheets, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit K**;
 - xi. The Fire & Life Safety Exhibit Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit L**;
 - xii. The Fire Lane Campus Exhibit Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit M**;
 - xiii. The Floor Plans, prepared by Perkins Eastman, consisting of nine sheets, and with a latest revision date of July 3, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit N**;
 - xiv. The Unit Plans, prepared by Perkins Eastman, consisting of two sheets, and with a latest revision date of July 3, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit O**;
 - xv. The Tree Survey and Preservation Plan, prepared by Perkins Eastman, consisting of two sheets, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit P**;
 - xvi. The Landscape Plan, prepared by Perkins Eastman, consisting of three sheets, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit Q**;
 - xvii. The Signage Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit R**;
 - xviii. The Photometric Site Plan, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of July 3, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit S**; and
 - xix. Design Option 1, prepared by Perkins Eastman, consisting of one sheet, and with a latest revision date of July 9, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit T (“Design Option 1”)**; and
 - xx. Preliminary Stormwater Report, prepared by Eriksson Engineering Associates, Ltd. Consisting of 58 pages, and with a last revision date of August 1, 2024, a copy of which is attached to and, by this reference made a part of this Ordinance as **Exhibit U**.
- C. South Parking Lot. Prior to the issuance of a permit for the demolition of the existing improvements on the Property within the location of the Proposed Independent Living Facility, the Owner must complete the construction of the parking expansion depicted in the Campus Parking Exhibit, pursuant to plans to be reviewed and approved in advance by the Village Manager, and containing no less than 88 parking spaces (“**Parking Expansion**”); provided, however, that in the sole and absolute discretion of the Village Manager, the Parking Expansion may be completed after issuance of a demolition permit

and prior to the Village's issuance of a certificate of occupancy for the Proposed Independent Living Facility, if the Owner demonstrates that sufficient on-site parking will be available during the construction of the Proposed Independent Living Facility.

- D. Landscape Improvements. The Owner has made additional landscape improvements along the eastern property line between the Parking Expansion and the single-family homes to the east of the Parking Expansion, in accordance with Section 6.15-1.2.a.2 of the Zoning Code, all in a manner satisfactory to the Village Director of Planning & Community Development, as depicted in Exhibit Q. The owner shall request a review of the landscape improvements upon sitework completion and all additional landscape improvements deemed appropriate by the Director of Planning & Community Development must be installed prior to issuance of a Certificate of Occupancy.
- E. Aerial Apparatus Road. If the Village Code is amended to allow for an exception to omit the aerial apparatus road on the Property along the south and southeastern side of the Proposed Independent Living Facility prior to application for a building permit for the Proposed Independent Living Facility, the Owner must revise all plans and exhibits for the Property to be in substantial conformance with Alternate Entrance Geometry Plan (Exhibit C) and the Alternate Entrance Landscape Plan (Exhibit D).
- F. MWRD Permit. The Owner must obtain a Metropolitan Water Reclamation District permit prior to receiving a building permit from the Village for the Proposed Independent Living Facility.
- G. Design Commission Requirements. The Owner must comply with the following directives of the Village Design Commission:
 - i. The exterior west wall of the Proposed Independent Living Facility must conform with the architecture and design elements of Design Option 1.
 - ii. The Owner must study and resolve the potential differentiation of lighting color from the west wall stairwell windows of the Proposed Independent Living Facility, as compared to the residential units, so that the overall exterior appearance of the Proposed Independent Living Facility is consistent.
- H. Impact Fees. The Owner must pay impact fee contributions to High School Districts 214, Elementary School District 25, the Arlington Heights Park District, and the Arlington Heights Memorial Library, all in accordance with the Village Code, prior to the issuance by the Village of a building permit for the Proposed Independent Living Facility.
- I. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner will be liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5. CONTINUED EFFECT; CONFLICTS.

- A. Except as expressly modified by this Ordinance, The Moorings PUD will remain in full force and effect, and the Owner must comply with all requirements, conditions, and restrictions in The Moorings PUD. Any violation of this Ordinance will be deemed a violation of The Moorings PUD and the Zoning Code.
- B. In the event of a conflict between the provisions of any of the ordinances comprising The Moorings PUD and the provisions of this Ordinance, the provisions of this Ordinance will control.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Clerk Recordings Division. This Ordinance and the privileges, obligations, and provisions contained herein will inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns, including, without limitation, subsequent owners or lessees of the Property.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 and 3 unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
 - 1. Passage by the Village President and Board of Trustees in the manner required by law;
 - 2. Publication in pamphlet form in the manner required by law;
 - 3. Recordation of this Ordinance, together with such exhibits as the Village Clerk deems appropriate for recordation, with the office of the Recorder of Cook County; and
 - 4. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit V** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms,

conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance; and

- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.4 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

Legal Description of the Property

Parcel 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 330.53 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG A LINE 330.5 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 192.66 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 270.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 35.0 FEET; THENCE EASTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 210.0 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE, A DISTANCE OF 25.0 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 60.0 FEET; THENCE NORTHERLY PARALLEL TO SAID WEST LINE, A DISTANCE OF 97.48 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 210.0 FEET; THENCE NORTHWESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 180.0 FEET; THENCE WESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 130.0 FEET; THENCE NORTHERLY PARALLEL TO SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 140.0 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 190.0 FEET; THENCE NORTHERLY PARALLEL TO SAID WEST LINE, A DISTANCE OF 135.84 FEET TO A POINT ON A LINE 749.0 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF CENTRAL AVENUE; THENCE EASTERLY PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 170.36 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 35.0 FEET; THENCE EASTERLY PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 200.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 80.0 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 180.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 95.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 70.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 135.0 FEET; THENCE NORTHWESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 127.28 FEET; THENCE WESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 185.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO THE AFORESAID SOUTH LINE OF CENTRAL AVENUE, A DISTANCE OF 120.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 55.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 434.0 FEET TO A POINT ON THE SOUTH LINE OF AFOREMENTIONED CENTRAL AVENUE; THENCE EASTERLY ALONG SAID SOUTH LINE OF CENTRAL AVENUE, 902.99 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, SAID POINT BEING 50.0 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG SAID EAST LINE, A DISTANCE OF 1368.57 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 991.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 330.53 FEET; THENCE NORTHERLY ALONG A LINE 330.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 192.66 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 455.0 FEET TO A POINT ON A LINE 749.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF CENTRAL AVENUE; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 287.50 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 135.84 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 190.0 FEET; THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE, A DISTANCE OF 140.0 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 130.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 180.0 FEET; THENCE EASTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 210.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, A DISTANCE OF 97.48 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 60.0 FEET; THENCE NORTHERLY PARALLEL WITH SAID WEST LINE, A DISTANCE OF 25.0 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 210.0 FEET; THENCE NORTHWESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 35.0 FEET; THENCE WESTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 270.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 3:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THENCE NORTHERLY ALONG THE WEST LINE THEREOF, A DISTANCE OF 1406.13 FEET TO THE SOUTHERLY LINE OF CENTRAL AVENUE, BEING A LINE 50.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE OF CENTRAL AVENUE, A DISTANCE OF 419.20 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 434.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 104.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 75.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 30.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 20.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 56.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 220.0 FEET TO A POINT ON A LINE 749.0 FEET SOUTH OF AND PARALLEL WITH THE AFORESAID SOUTH LINE OF CENTRAL AVENUE; THENCE EASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 112.14 FEET TO A POINT ON A LINE 330.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 647.66 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE

OF 330.53 FEET EAST OF THE POINT OF BEGINNING; THENCE WESTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 330.53 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 33.0 FEET THEREOF DEDICATED FOR DOUGLAS AVENUE, BY PLAT OF DEDICATION RECORDED JANUARY 25, 1993 AS DOCUMENT 93060438), IN COOK COVNTY, ILLINOIS.

Parcel 4:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 330.53 FEET; THENCE NORTHERLY ALONG A LINE 330.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 647.66 FEET FOR A POINT OF BEGINNING; THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF CENTRAL AVENUE, A DISTANCE OF 12.14 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 220.0 FEET; THENCE EASTERLY PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 56.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 20.0 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 30.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 75.0 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 159.0 FEET; THENCE NORTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 120.0 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 185.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 127.28 FEET; THENCE SOUTHERLY ALONG A LINE DEFLECTING 45 DEGREES TO THE RIGHT FROM AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 135.0 FEET; THENCE EASTERLY PARALLEL WITH SAID SOUTH LINE OF CENTRAL AVENUE, A DISTANCE OF 70.0 FEET; THENCE SOUTHERLY PERPENDICULAR WITH SAID SOUTH LINE, A DISTANCE OF 95.0 FEET; THENCE EASTERLY PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 180.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 80.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 200.0 FEET; THENCE SOUTHERLY PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 35.0 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 457.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 811 E. Central Road, Arlington Heights, Illinois

P.I.N.: 08-10-113-002, 08-10-113-003, 08-10-113-004

EXHIBIT B

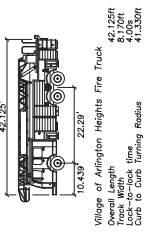
Concept Logistics Plan

EXHIBIT C

Alternate Entrance Geometry Plan

EXHIBIT D

Alternate Entrance Landscape Plan



VEHICLE LEGEND



INDEPENDENT LIVING ADDITION
FINISHED FLOOR = 701.30'

48 PARKING STALLS
(44 STANDARD + 4 ADA STALLS)
+ 2 STANDARD STALLS IN THIS
ALTERNATE ENTRANCE SCHEME.

Brick Building

Architectural section drawing of the four-story brick building. The drawing shows the building's profile with a curved roofline and floor levels. Labels include 'Roof', 'Floor', and 'Wall'. The drawing illustrates the building's structure and its relationship to the ground level.

Moorings Drive

Presbyterian Homes -
New IL Building

811 E Central Rd
Arlington Heights, IL 60005

PROJECT No: 102120

DRAWING TITLE:

ALTERNATE
ENTRANCE
GEOMETRY PLAN

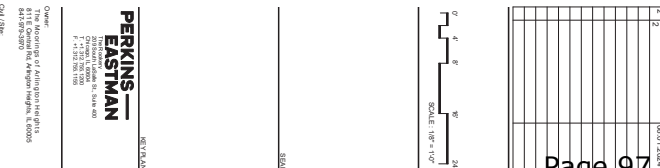
SCALE:

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08.01.2024

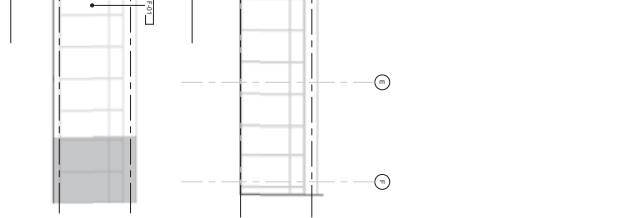
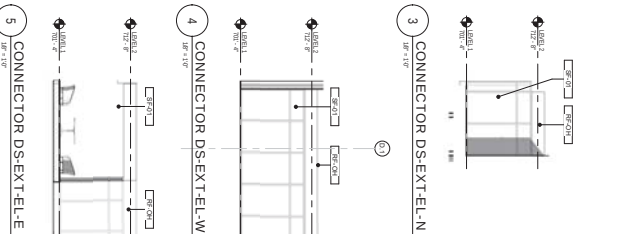
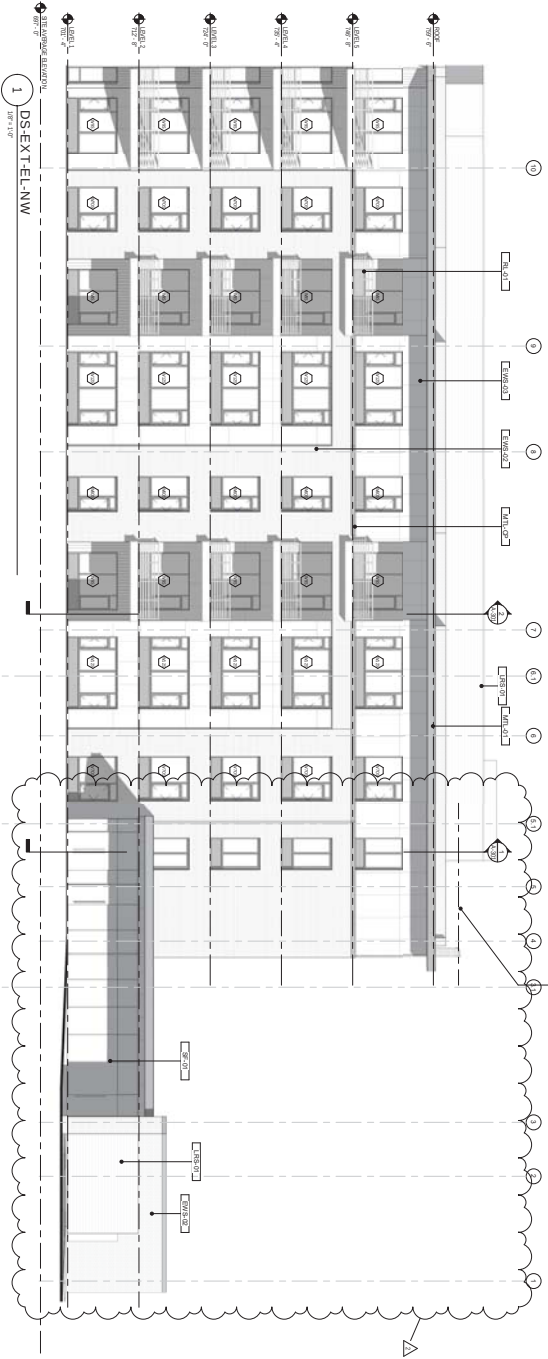
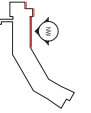
EXHIBIT E

Building Elevations



1	Revision	07/03/2007
2	Print Commission Revision	08/01/2007
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SCALE: 1/8" = 1'-0"



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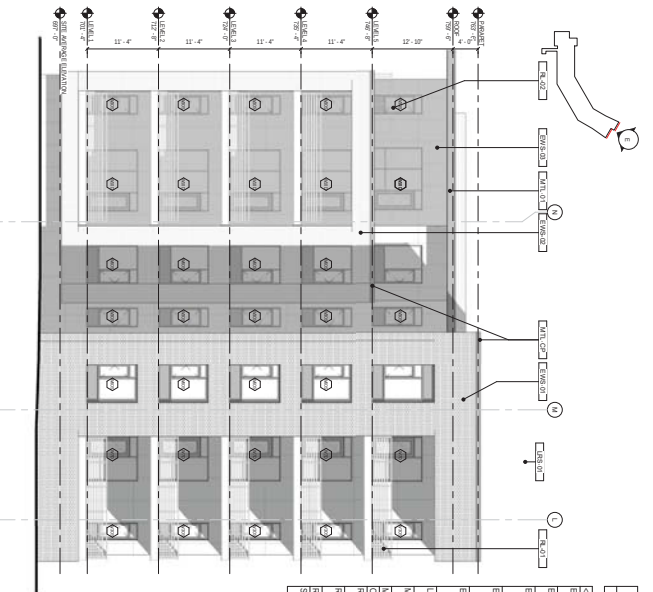
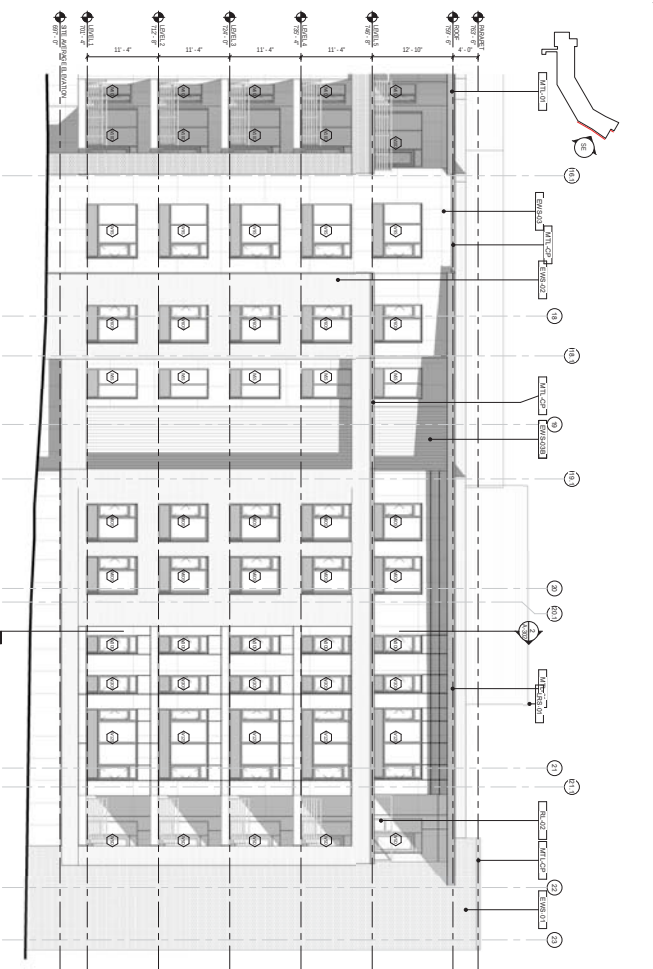
THE MOORINGS OF ALABAMA
811 E Central Rd
Arlington Heights, IL 60005
815.464.4444
www.perkins-eastman.com

PROJECT TITLE
Presbyterian Homes -
The Moorings

PROJECT NO. 102120
BUILDING
ELEVATIONS

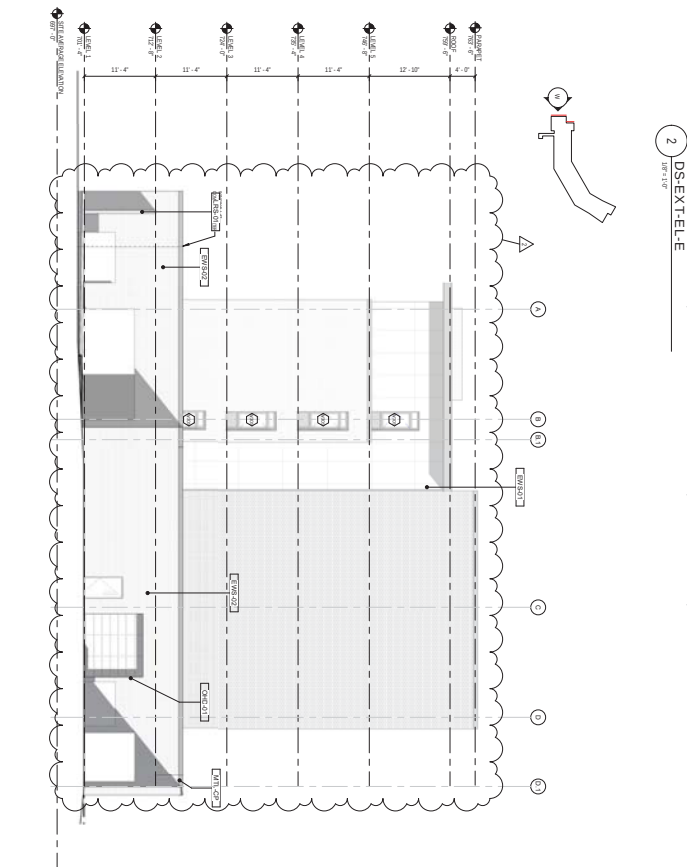
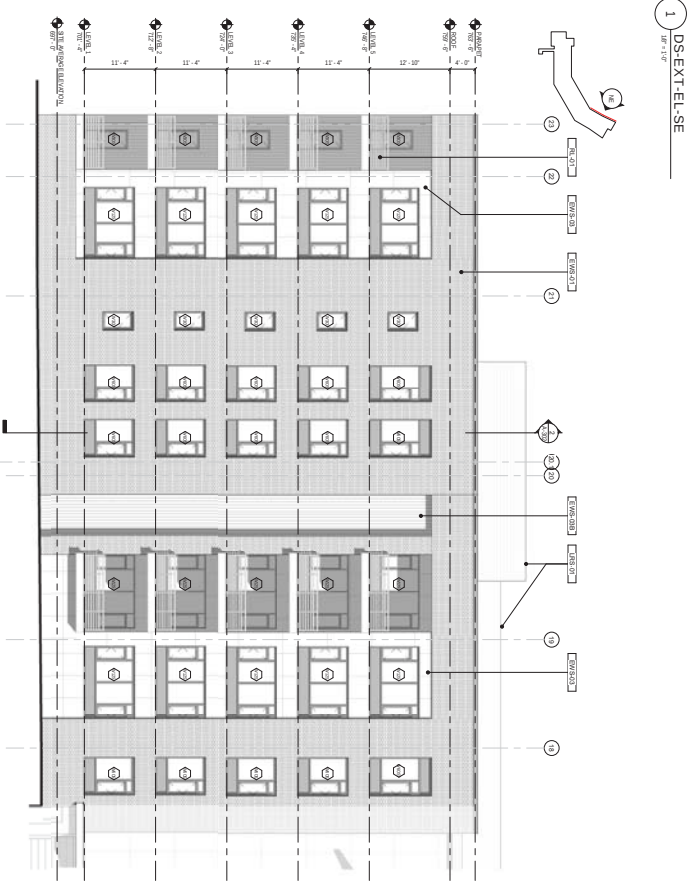
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ISSUED FOR PLAN COMMISSION
RESUBMISSION
06.01.2024



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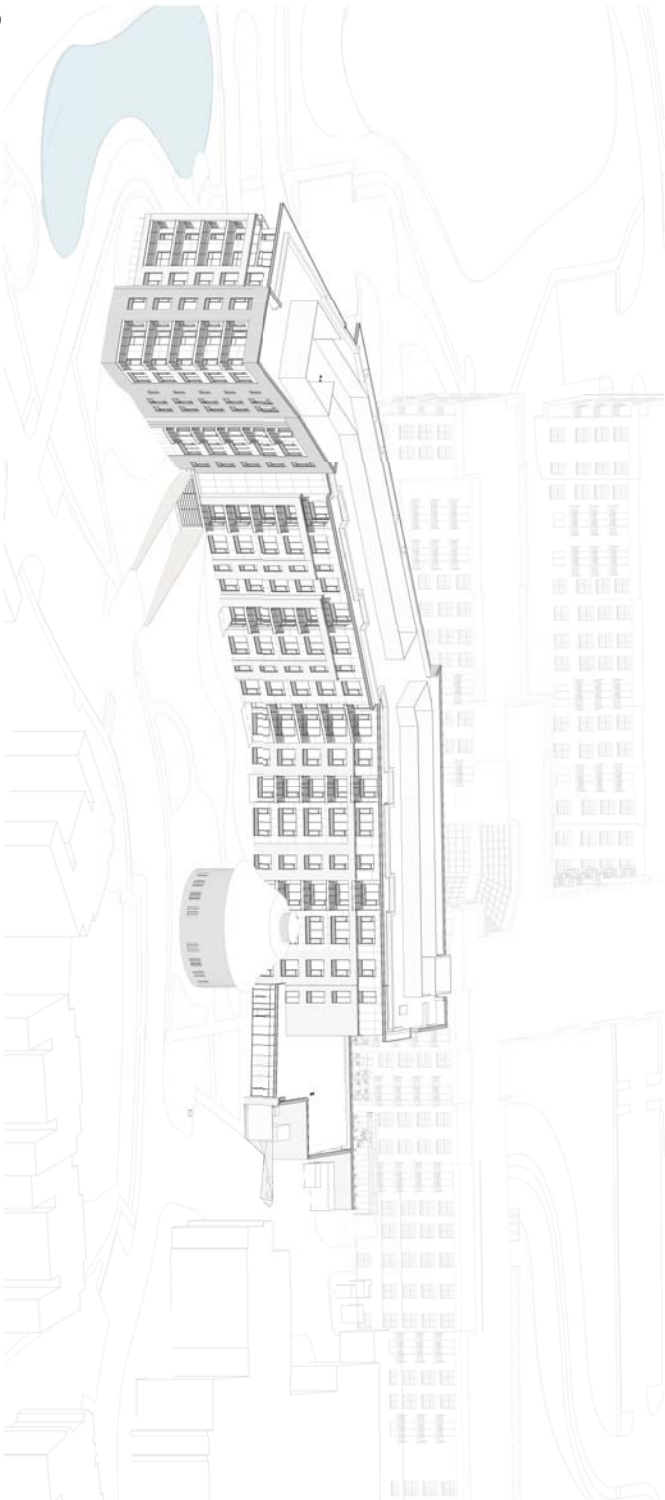


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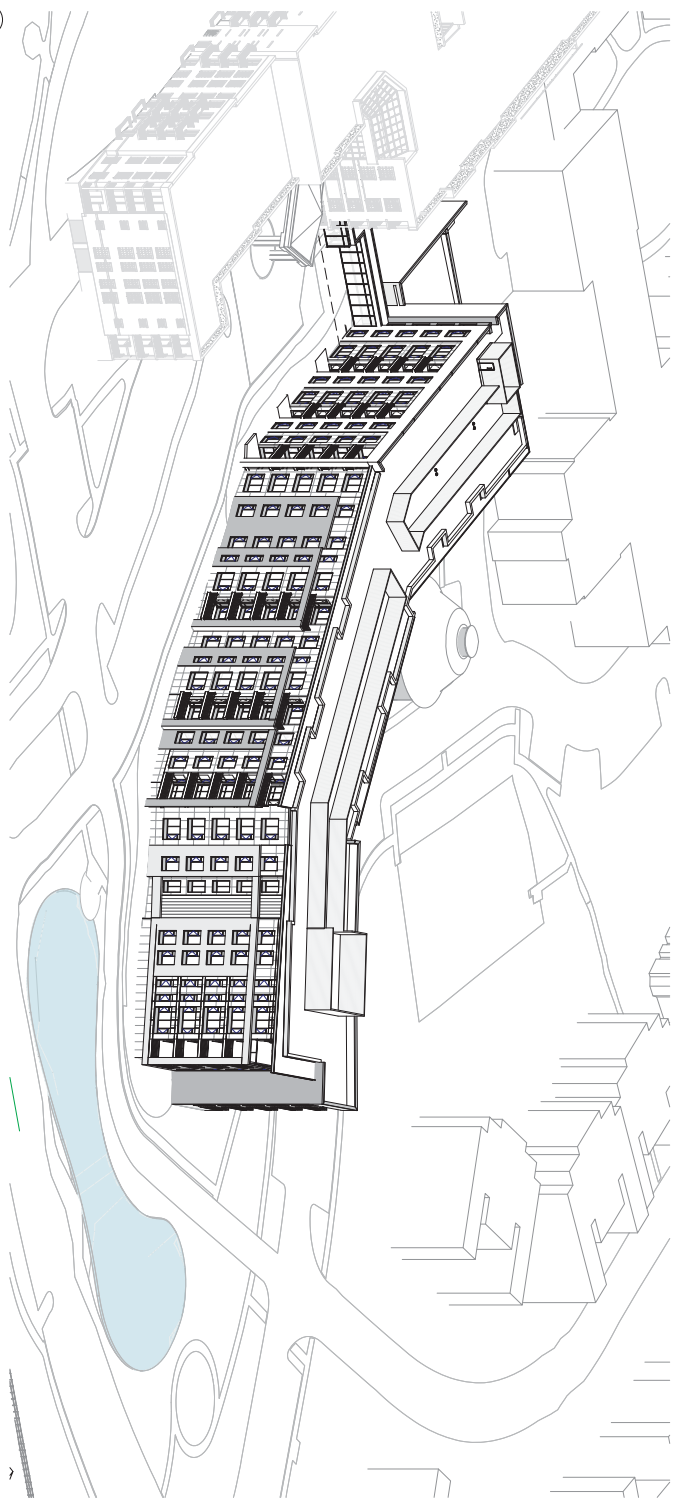
EXHIBIT F

Building Axon

2 3D - NORTH VIEW



1 3D - SOUTH VIEW



Revisions		Issue
1	Revise	07/23/2024
2	Part Commission Revision	08/01/2024

**PERKINS
+ EASTMAN**

Architects

1100 North Dearborn Street
Chicago, IL 60610
P: 312.329.1000
F: 312.329.1001

Owner
The Moorings of Arlington Heights
8410 Oakton
Arlington Heights, IL 60005
847.637.0000

City / State
Erikson Engineering Associates
635 West 25th Street
Chicago, IL 60608
635.385.0239

Landmark
The Lakota Group
3120 West 25th Street
Chicago, IL 60608
312.875.4444

Neighborhood / Building
Moorings of Arlington Heights
8410 Oakton
Arlington Heights, IL 60005
847.637.0000

Building Type
Residential
8410 Oakton
Arlington Heights, IL 60005
847.637.0000

PROJECT TITLE
Presbyterian Homes -
The Moorings

OWNER
841 E Central Rd
Arlington Heights, IL 60005

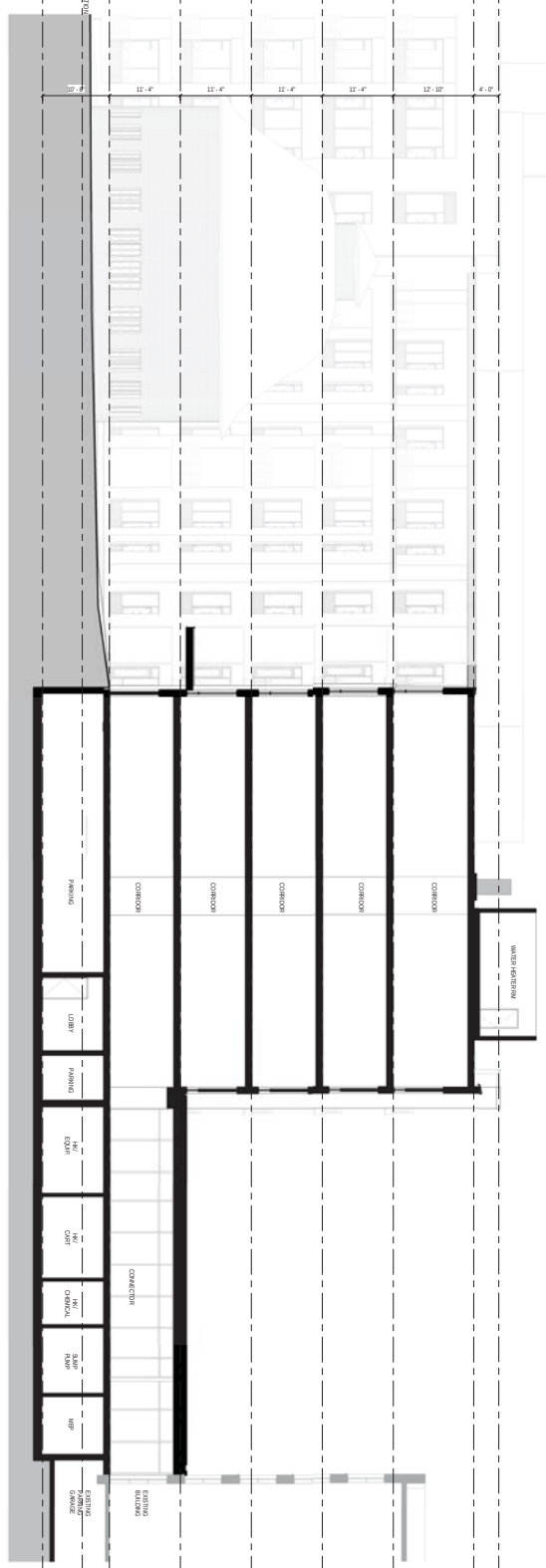
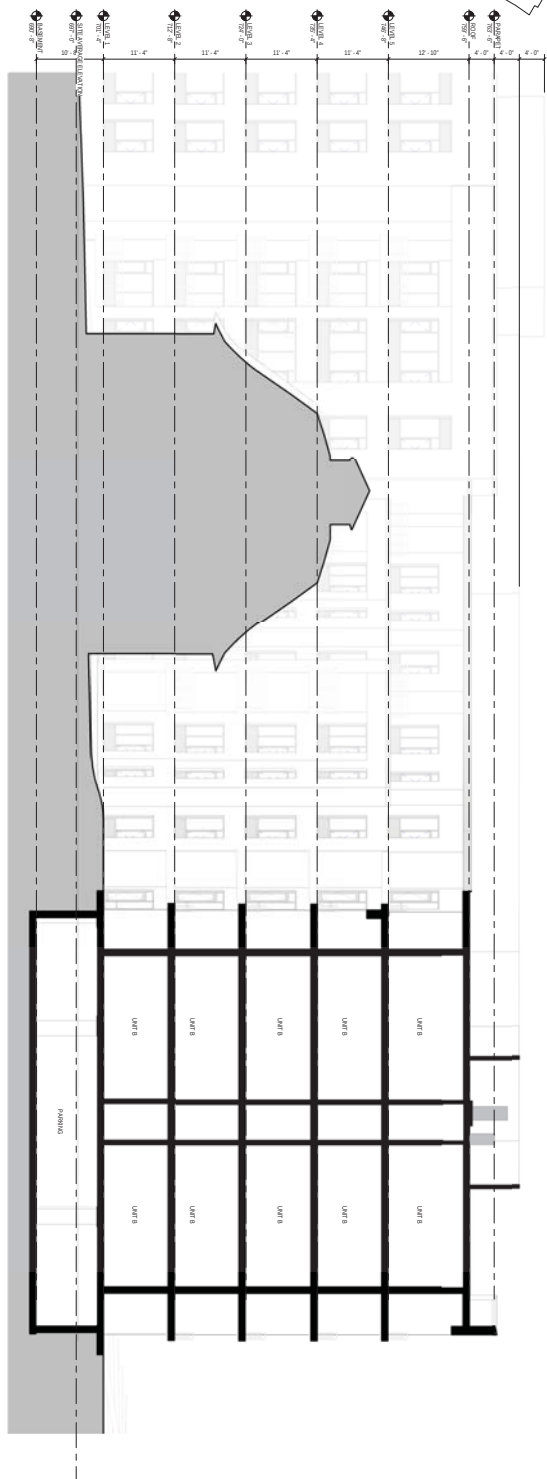
PROJECT No. 102120
OWNER TITLE
BUILDING AXON

A-700

ISSUED FOR PLAN COMMISSION
RESUBMISSION
08.01.2024

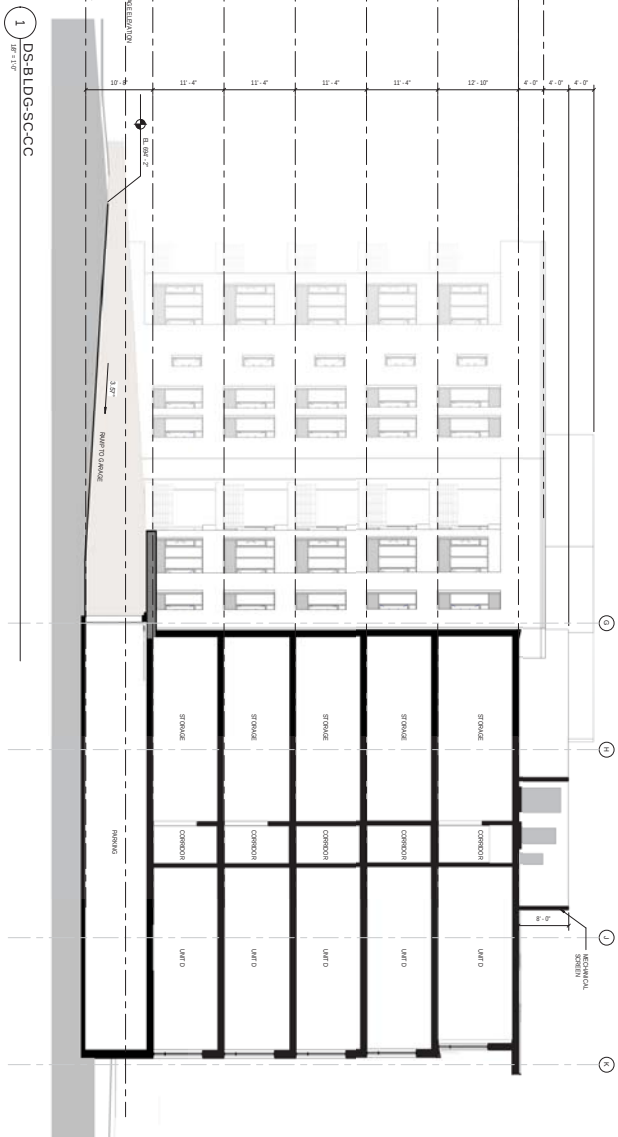
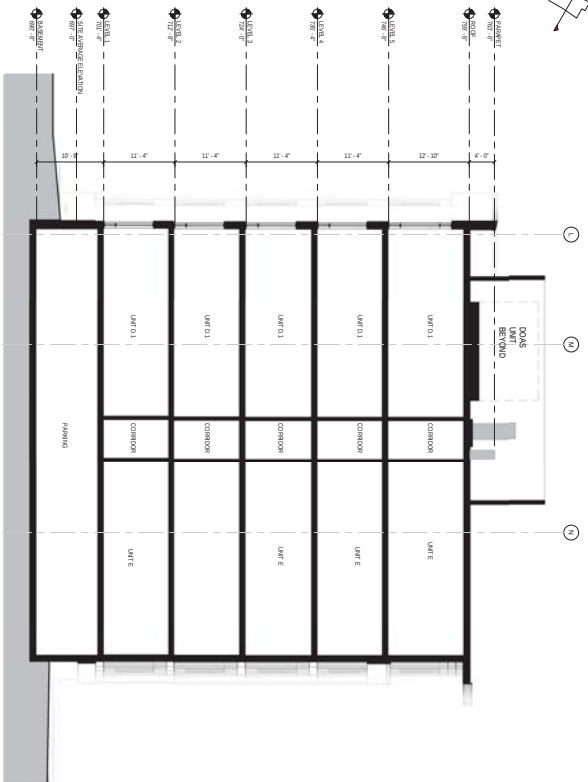
EXHIBIT G

Building Sections

[illegible]

This architectural floor plan shows a building layout with a central shaded area. The plan includes a grid of rooms, each labeled 'UPT 8'. A large, irregularly shaped shaded area is located in the center of the building. To the right of this shaded area is a parking lot, indicated by the word 'PARKING' and several rectangular spaces. The plan also shows various corridors, doorways, and structural elements like walls and columns. Dimensions are provided for several sections of the plan, such as '12'-0" and '12'-6" for vertical sections, and '12'-0" and '12'-6" for horizontal sections. The overall layout suggests a multi-story building with a central core or atrium area.

[illegible]

[illegible]

209 South Laramie St., Ste 100
Champaign, IL 61820
T. +1.312.755.1200
F. +1.312.755.1155

Owner:
The Moorings of Arlington Heights

611 E. Central Rd., Arlington Heights, IL 60005
847-979-3970

Eriksson Engineering Associates
145 Commerce Drive, Suite A, Graystone, IL 60030
630-286-6259

Landscape:
The Lakota Group

0190-8508/07/0000-0000\$05.00/0
© 2007 Blackwell Publishing Ltd, *Journal of Internal Medicine* 262: 312–317
DOI: 10.1111/j.1365-2796.2007.01908.x

Salas-Corrien
815 S Wabash, Chicago, IL 60605
312-870-6142

Eliedricat
Salas O'Brien

675 N. Dearborn, Chicago, IL 60610
312-870-5142

PROJECT TITLE

Presbyterian Homes -

The Moonings

811 E Central Rd

Arlington Heights, IL 60005

PROJECT No: 102120

DRAWING TITLE:

BUILDING SECTION

SCALE: As indicated

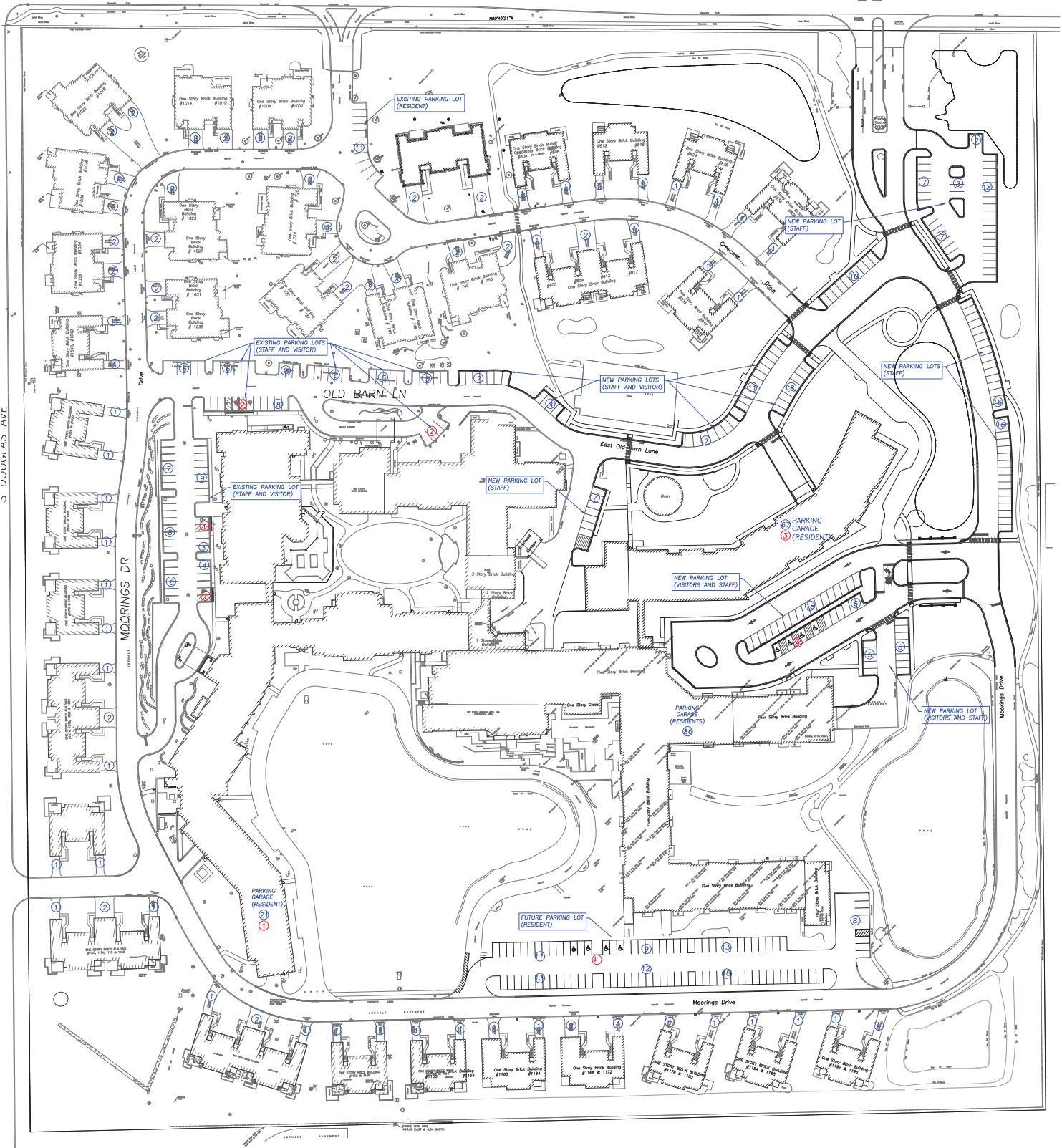
A-302

ISSUED FOR PLAN COMMISSION
RESUBMISSION

07.03.2024

EXHIBIT H

Campus Parking Exhibit



PARKING COUNT

	REGULAR	ADA
VILLAS (GARAGE ONLY)	99	0
INDEPENDENT LIVING (EXISTING GARAGE)	86	0
INDEPENDENT LIVING (PROPOSED GARAGE)	67	3
ASSISTED LIVING (EXISTING GARAGE)	21	1
EXISTING LOTS	87	6
PROPOSED LOTS	160	4
Future Lots	84	4
TOTAL	604	18

LEGEND

- ⓧ STANDARD PARKING STALL
- ⓧ ACCESSIBLE PARKING STALL



Scale: 1" = 40'

Sheet Title:
**CAMPUS
PARKING
EXHIBIT**

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CONSENT OF ERIKSSON ENGINEERING ASSOCIATES, LTD.

Design By: **CMF** Date: **08/01/24**

Checked By: **MR** Project No.: **0000.00**

Sheet No:

EXHIBIT

**THE MOORINGS OF
ARLINGTON HEIGHTS
PRESBYTERIAN HOMES**
811 E. Central Road
Arlington Heights, Illinois

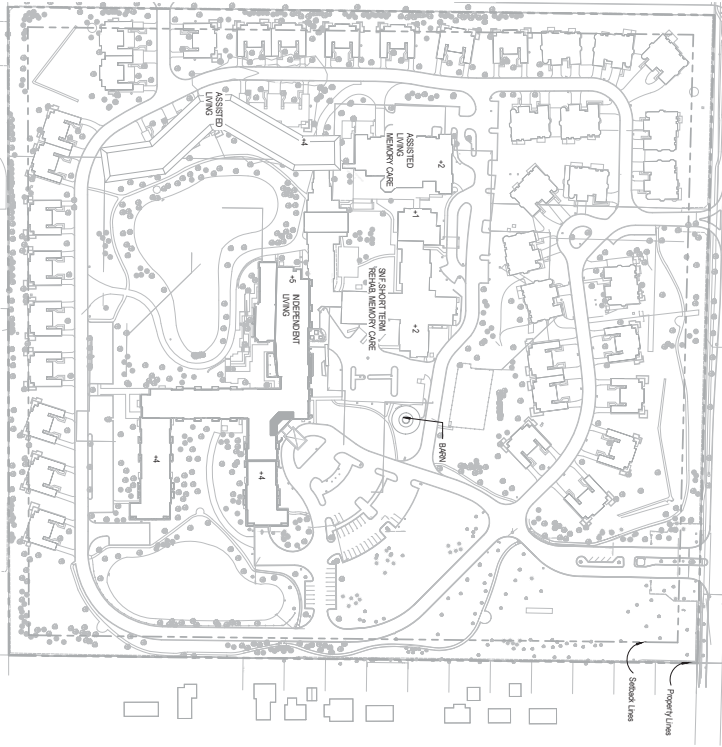


**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**
145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 233-4804
FAX (847) 233-4804
EMAIL INFO@EEA-LTD.COM

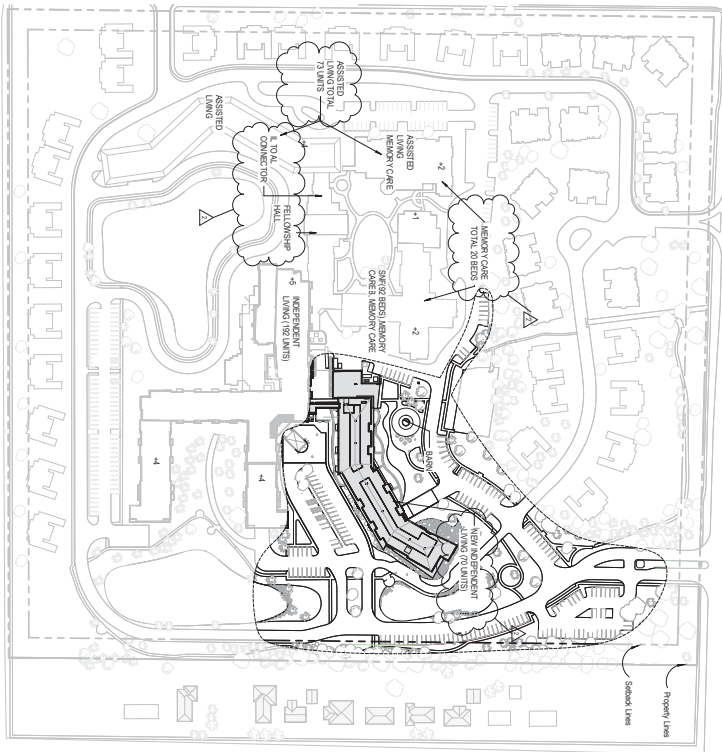
EXHIBIT I

Architectural Site Plan

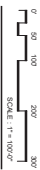
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EXISTING SITE PLAN
1"=100'



2
ARCHITECTURAL SITE PLAN
1"=100'



Revision	Date
1	07/23/2024
2	08/01/2024
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PERKINS
EASTMAN

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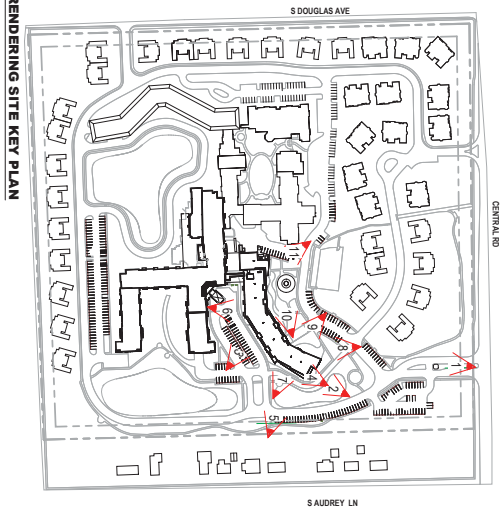
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EXHIBIT J

Color Renderings



RENDERING SITE KEY PLAN



1 - AERIAL VIEW



2 - EAST VIEW

NO.	DESCRIPTION	DATE
1	PERKINS EASTMAN	07.29.2024
2	PERKINS EASTMAN	08.01.2024
3	PERKINS EASTMAN	08.01.2024
4	PERKINS EASTMAN	08.01.2024
5	PERKINS EASTMAN	08.01.2024
6	PERKINS EASTMAN	08.01.2024
7	PERKINS EASTMAN	08.01.2024
8	PERKINS EASTMAN	08.01.2024
9	PERKINS EASTMAN	08.01.2024
10	PERKINS EASTMAN	08.01.2024

**PERKINS
EASTMAN**

Architect

1100 North Dearborn Street, Suite 200, Chicago, IL 60611

Phone: 312.329.1100

Fax: 312.329.1101

Web: www.perkinseastman.com

Chicago, IL 60611

PERKINS EASTMAN

Architect

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Fax: 312.329.1101

Web: www.perkinseastman.com

Chicago, IL 60611

PERKINS EASTMAN

A-701

ISSUED FOR PLAN COMMISSION

RESUBMISSION

08.01.2024



8. NORTH EAST VIEW



10. NORTH WEST VIEW

No.	Description	Date
1	Pain Commission Recommendation	07/03/2017
2	Pain Commission Revision	08/01/2017

Page 112 of 112

**PERKINS—
EASTMAN**
The Company
2010 South Lakeside St., Suite 400
Channahon, IL 60004
T + 312 755 1300
F + 312 755 1155

Owner:
The Moorings of Arlington Heights
811 E. Central Rd., Arlington Heights, IL 60005
847.870.2070

Carl Sjö:
Elkisson Engineering Associates
145 Commerce Drive, Suite A, Graydon, L 60030
630-296-8259

Landings:ape:
The Lakota Group
One East Wacker Dr., Suite 2700, Chicago, IL 60601
312-467-5445 x 202

Mechanical & Plumbing:
Salas O'Brien
815 S Wabash, Chicago, IL 60605
312/870-5142

Medical
Salas O'Brien
815 S Wabash, Chicago, IL 60605
312-370-5142

PROJECT TITLE

Presbyterian Homes

...

of the Central
Arlington Heights, IL 60005

DRAWING TITLE:
COLOR:

REFERENCES

A 703

ISSUED FOR PLAN COMMISSION
RESUBMISSION

Revisions		Issue
1	Revision	07.03.24
2	Plan Commission Revision	08.01.2024



1.1. NORTH WEST VIEW

**PERKINS
+ EASTMAN**
ARCHITECTS
1000 N. LAKE SHORE
CHICAGO, ILLINOIS 60611
P: 312.329.1000
F: 312.329.1001

Owner:
The Moorings of Arlington Heights
8400 W. 127th St.
Arlington Heights, IL 60005

Chief Architect:
Eriksson Engineering Associates
635 2625239 Oak Brook, IL 60059

Architect:
The Lakota Group
318 W. Madison St.
Chicago, IL 60601

Interior Architect:
The Lakota Group
318 W. Madison St.
Chicago, IL 60601

General Contractor:
The Lakota Group
318 W. Madison St.
Chicago, IL 60601

Structural Engineer:
The Lakota Group
318 W. Madison St.
Chicago, IL 60601

MEP Engineer:
The Lakota Group
318 W. Madison St.
Chicago, IL 60601

PROJECT TITLE:
Presbyterian Homes -
The Moorings

PROJECT No.: 102120

OWNER:
811 E. Central Rd.
Arlington Heights, IL 60005

**COLOR
RENDERINGS**

A-704

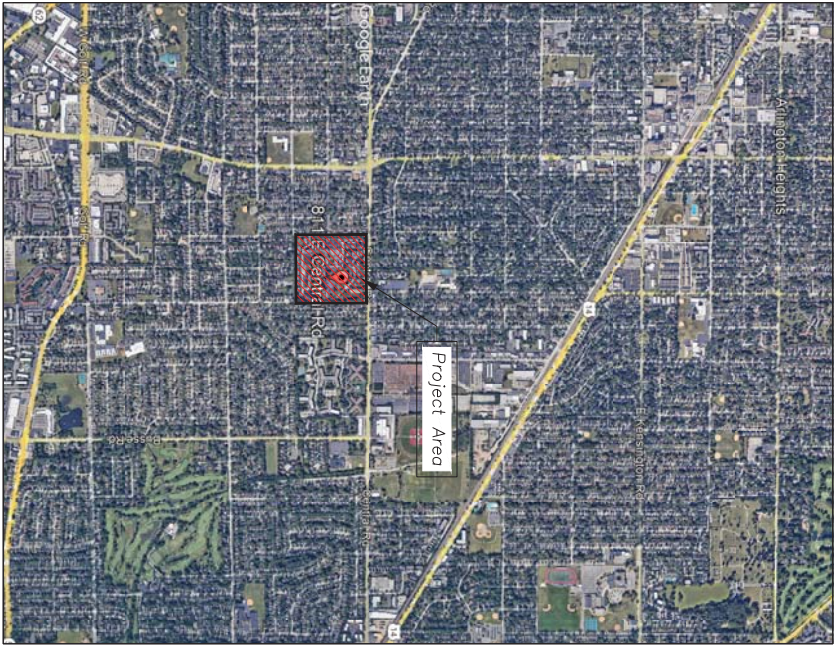
**ISSUED FOR PLAN COMMISSION
SUBMISSION**
08.01.2024

EXHIBIT K

Preliminary Engineering Plans

PRELIMINARY ENGINEERING PLANS FOR:

THE MOORINGS OF ARLINGTON HEIGHTS
NEW INDEPENDENT LIVING BUILDING
811 E CENTRAL RD ARLINGTON HEIGHTS, IL 60005



- INDEX OF SHEETS
- C-000 CIVIL ENGINEERING COVER SHEET
 - C-001 GENERAL NOTES - OVERALL
 - C-002 SITE DEMOLITION PLAN - OVERALL
 - C-003 SITE DEMOLITION PLAN - OVERALL
 - C-004 SITE DEMOLITION PLAN - OVERALL
 - C-005 SITE DEMOLITION PLAN - OVERALL
 - C-006 SITE DEMOLITION PLAN - OVERALL
 - C-007 SITE DEMOLITION PLAN - OVERALL
 - C-008 SITE DEMOLITION PLAN - OVERALL
 - C-009 SITE DEMOLITION PLAN - OVERALL
 - C-010 SITE DEMOLITION PLAN - OVERALL
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 - C-049 SITE DEMOLITION PLAN - OVERALL
 - C-050 SITE DEMOLITION PLAN - OVERALL
 - C-051 SITE DEMOLITION PLAN - OVERALL
 - C-052 SITE DEMOLITION PLAN - OVERALL

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, being a duly licensed Professional Engineer in the State of Illinois, do hereby certify that I am the author of the above and true and correct copy of the same as the same appears on file in my office.

To the best of our knowledge and belief, these plans and Specifications comply with the provisions of the Illinois Engineering Law, including the provisions relating to the preparation of plans and specifications, with the aid of the Professional Engineer.

Signature: _____
Date: _____

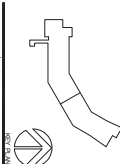
JULIE.

Notes: The exact location of all utilities shall be verified by the utility company before construction.

SURVEY PROVIDED BY:

PROJECT BENCHMARKS

NO.	DESCRIPTION	DATE
1	Plan Construction of 2nd Floor	08/21/2024
2	Plan Construction Notes	08/21/2024
3		
4		
5		
6		
7		
8		
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10		



PERKINS
+ SHAWMAN

1100 North Dearborn Street
Chicago, Illinois 60610
Tel: 312.329.1000
Fax: 312.329.1001

Owner: The Moorings of Arlington Heights
811 E Central Rd
Arlington Heights, IL 60005

City: Chicago, IL 60605

Contract No: 24007

Project No: 24007

Drawn: Julie

Checked: Julie

Reviewed: Julie

Approved: Julie

Project Title: Presbyterian Homes - The Moorings

811 E Central Rd
Arlington Heights, IL 60005

PROJECT NO: 24007

CIVIL
ENGINEERING
COVER SHEET

SCALE: C-000

ISSUED FOR SCHEMATIC DESIGN

08/21/2024

GENERAL NOTES

- [illegible]

DEMOLITION NOTES

- [illegible]

UTILITY NOTES

1. Consider the *Journal of the American Chemical Society* and the *Journal of Polymer Science*. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
2. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
3. Consider the *Journal of the American Chemical Society* and the *Journal of Polymer Science*. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
4. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
5. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
6. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
7. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
8. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
9. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?
10. Do you think the American Chemical Society is a good organization to represent the polymer community? Why or why not?

SOIL EROSION &
SEDIMENTATION CONTROL
NOTES

1. **Contracting, Insurance, and Material Costs**—The contractor shall obtain and submit to the Engineer for review and approval all contracts for insurance and material costs.
2. **Construction Methods**—The contractor shall submit to the Engineer for review and approval all construction methods, including but not limited to, the use of heavy machinery, excavation, and foundation work.
3. **Submittals**—The contractor shall submit to the Engineer for review and approval all submittals, including but not limited to, material samples, shop drawings, and test results.
4. **Site Preparation and General Construction**—The contractor shall be responsible for all site preparation and general construction work, including but not limited to, clearing, grading, and foundation work.
5. **Foundation and Structural Elements**—The contractor shall be responsible for all foundation and structural elements, including but not limited to, footings, walls, and columns.
6. **Interior and Exterior Finishes**—The contractor shall be responsible for all interior and exterior finishes, including but not limited to, masonry, concrete, and painting.
7. **Site Stabilization**—The contractor shall be responsible for all site stabilization work, including but not limited to, erosion control, slope stabilization, and regrading.
8. **Final Inspection and Closeout**—The contractor shall be responsible for all final inspection and closeout work, including but not limited to, final inspection, punch list, and as-built drawings.

MWRDGC GENERAL NOTES

- [illegible]

MWRDGC SESC NOTES

- [illegible]

PERKINS —

The Foodary
209 South Lincoln St., Suite 400
Chicago, IL 60604
T. +1 312 755 1200
F. +1 312 755 1175

Owner:	CM/J/SEA:
The Moorings of Arlington Heights 81 E. Central Ave., Arlington Heights, IL 60005 847-939-3970	Enkison Engineering Associates 1000 North Dearborn Ave., Suite A, Gaylord, IL 60030 815-936-5259
Landscaper:	
The Lakota Group One Lakeside Dr., Suite 2700, Chicago, IL 60601 312-467-2448 x202	
Structural:	
Meyer, Rorion & Johnson 111 Lakeside Dr., Suite 3270, Chicago, IL 60602	

Meribaud A. Finishing
Sals O'Brien
815 S.Wabash, Chicago, IL 60605
312-430-5142

Etherton
Sals O'Brien
815 S.Wabash, Chicago, IL 60605
312-430-5142

Elevator Consultant:
Jenkins & Huntington
5 Clinton Road, Wm. CT 06091
603-354-4415

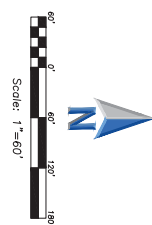
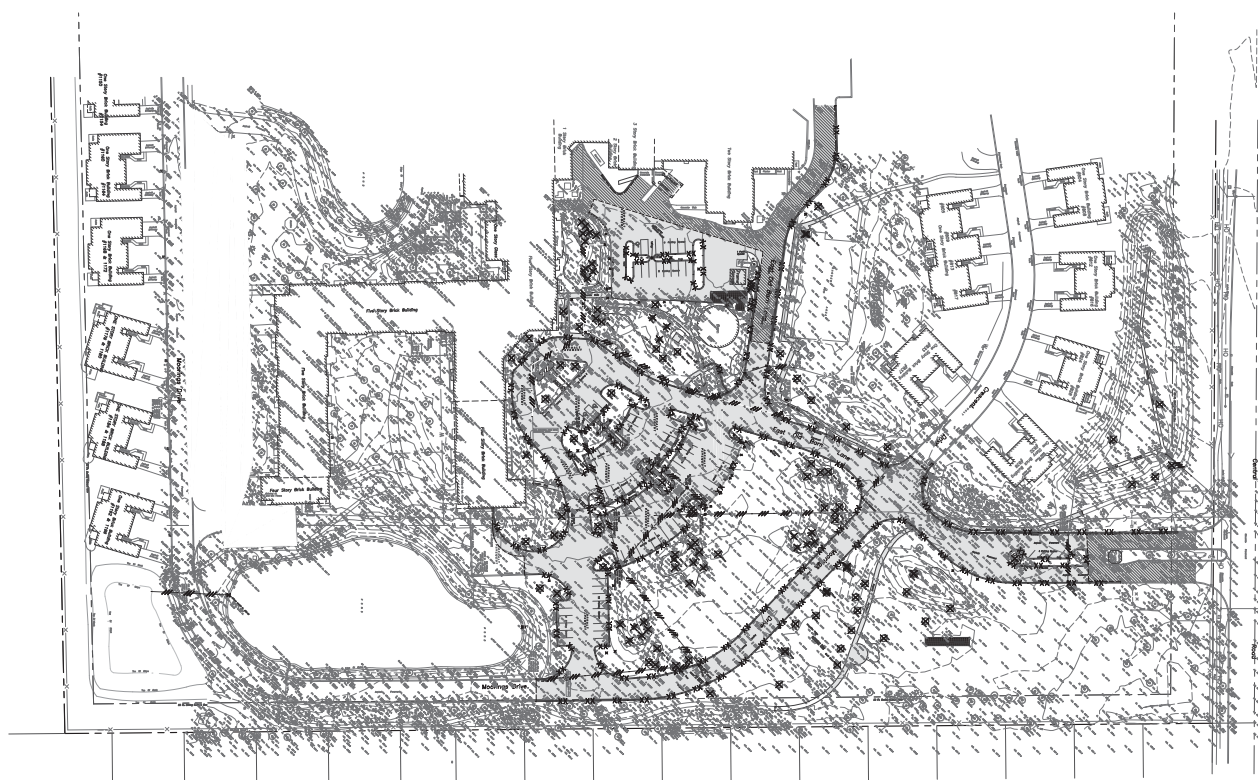
Elevator Consultant:
Elevator Associates
1011, 46th St., Suite 200, Chicago, IL 60630
312-225-0907

PROJECT TITLE
Presbyterian Homes
The Moorings
811 E Central Rd
Arlington Heights, IL 60005
PROJECT NO: 102130
DRAWING TITLE:

GENERAL NOTES

SCALE:

0-001
ISSUED FOR SCHEMATIC DESIGN
06.21.2024

[illegible]

Page 117 of 489

LEGEND

- [illegible]

DEMOLITION LEGEND

- Utility Line Removal
- Ruminous Pavement & (Full Depth)
- Ruminous Pavement (2" Min)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- Cure & Outer Removal
- Structure Removal
- Tree Removal

PROOF OF TITLE

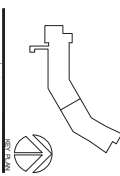
Presbyterian Homes - The Moorings

**SITE DEMOLITION
PLAN - OVERALL**

C-100

ISSUED FOR SCHEMATIC DESIGN

PERKINS—
EASTMAN
The Foodery



EXPIRATION DATE: 11/06/2025

CHART:
The Movings of Arlington Heights

811 E Central Rd., Arlington Heights, IL 60005
847-978-3970

CIWA / S&P:
Eriksson Engineering Associates
145 Commerce Drive, Suite A, Gaylesville, IL 61730
815.298.6320

Landings open:

The Lakota Group
One East Wacker Dr., Suite 2700, Chicago, IL 60601
312-467-5445 x202

Structural:
Meyer, R. Bergman, Johnson
4 N. LaSalle St., Suite 3250, Chicago, IL 60602

1. V. V. Kozlovskiy, *Usp. fiz. nauk*, **102**, 133 (1967).

Salas O'Brien
815 S Wabash, Chicago, IL 60605
312-870-5142

Electrolit:
Salas O'Brien

815 S Wabash, Chicago, IL 60605
312/870-5142

Elevator Consultant:
Jenkins & Huntington
6 Chimney Road, Avon, CT 06001
800.375.4456

Envelope Consultant:

Wiss, Jarney, Elstner Associates
10 S. LaSalle St., Suite 2600, Chicago IL 60603
312-325-0907

PROJECT TITLE
Presbyterian Home

The Moorings

811 E Central Rd
Arlington Heights, IL 60005

PROJECT No:102120

UNWRAPPING THE...

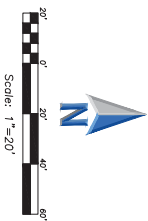
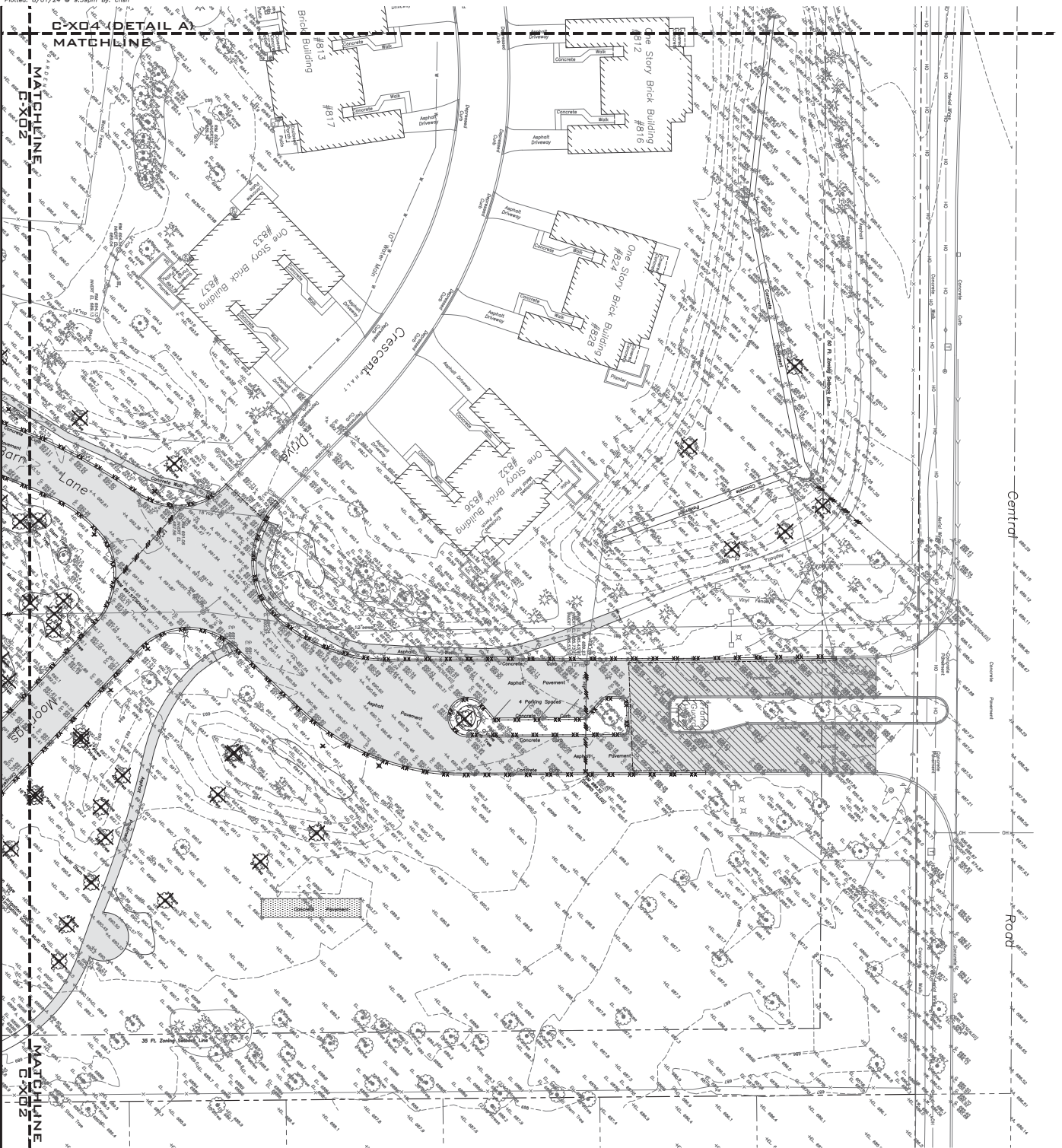
SITE DEMOLITION
PLAN - OVERALL

SCALE

C-100

ISSUED FOR SCHEMATIC DESIGN

06.21.2024



LOCATION KEY MAP



LEGEND

SYMBOL	DESCRIPTION
	Existing Building Footprint
	Proposed Building Footprint
	Existing Parking Space
	Proposed Parking Space
	Existing Landscape Feature
	Proposed Landscape Feature
	Existing Road
	Proposed Road
	Existing Utility Line
	Proposed Utility Line
	Existing Tree
	Proposed Tree
	Existing Fence Line
	Proposed Fence Line
	Existing Wall
	Proposed Wall
	Existing Gate
	Proposed Gate
	Existing Driveway
	Proposed Driveway
	Existing Sidewalk
	Proposed Sidewalk
	Existing Curb
	Proposed Curb
	Existing Ditch
	Proposed Ditch
	Existing Easement
	Proposed Easement
	Existing Right-of-Way Line
	Proposed Right-of-Way Line
	Existing Survey Point
	Proposed Survey Point
	Existing Benchmark
	Proposed Benchmark
	Existing Monument
	Proposed Monument
	Existing Fence Post
	Proposed Fence Post
	Existing Gate Post
	Proposed Gate Post
	Existing Wall Post
	Proposed Wall Post
	Existing Gate Post
	Proposed Gate Post
	Existing Wall Post
	Proposed Wall Post

DEMOLITION LEGEND

	Existing Building Footprint to be Demolished
	Proposed Building Footprint to be Demolished
	Existing Parking Space to be Demolished
	Proposed Parking Space to be Demolished
	Existing Landscape Feature to be Demolished
	Proposed Landscape Feature to be Demolished
	Existing Road to be Demolished
	Proposed Road to be Demolished
	Existing Utility Line to be Demolished
	Proposed Utility Line to be Demolished
	Existing Tree to be Demolished
	Proposed Tree to be Demolished
	Existing Fence Line to be Demolished
	Proposed Fence Line to be Demolished
	Existing Wall to be Demolished
	Proposed Wall to be Demolished
	Existing Gate to be Demolished
	Proposed Gate to be Demolished
	Existing Driveway to be Demolished
	Proposed Driveway to be Demolished
	Existing Sidewalk to be Demolished
	Proposed Sidewalk to be Demolished
	Existing Curb to be Demolished
	Proposed Curb to be Demolished
	Existing Ditch to be Demolished
	Proposed Ditch to be Demolished
	Existing Easement to be Demolished
	Proposed Easement to be Demolished
	Existing Right-of-Way Line to be Demolished
	Proposed Right-of-Way Line to be Demolished
	Existing Survey Point to be Demolished
	Proposed Survey Point to be Demolished
	Existing Benchmark to be Demolished
	Proposed Benchmark to be Demolished
	Existing Monument to be Demolished
	Proposed Monument to be Demolished
	Existing Fence Post to be Demolished
	Proposed Fence Post to be Demolished
	Existing Gate Post to be Demolished
	Proposed Gate Post to be Demolished
	Existing Wall Post to be Demolished
	Proposed Wall Post to be Demolished

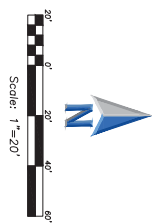
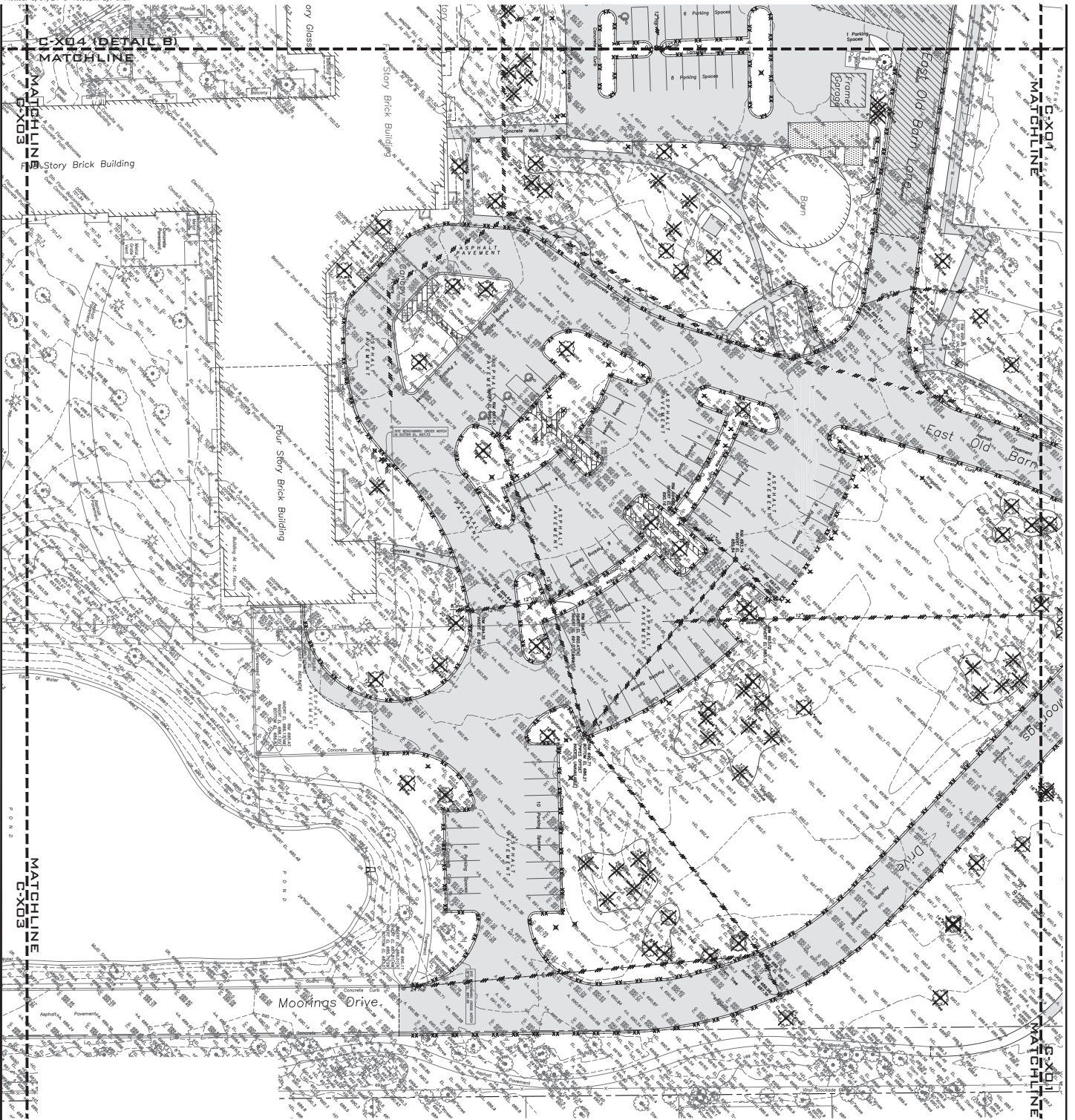
PROJECT TITLE
**Presbyterian Homes -
 The Moorings**

SITE DEMOLITION
 PLAN

C-101

ISSUED FOR SCHEMATIC DESIGN
 08/21/2024

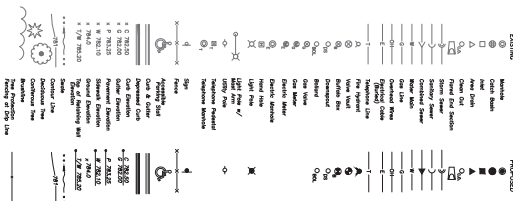
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2	Final Construction Review	08/21/2024



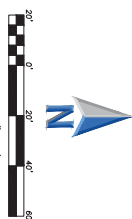
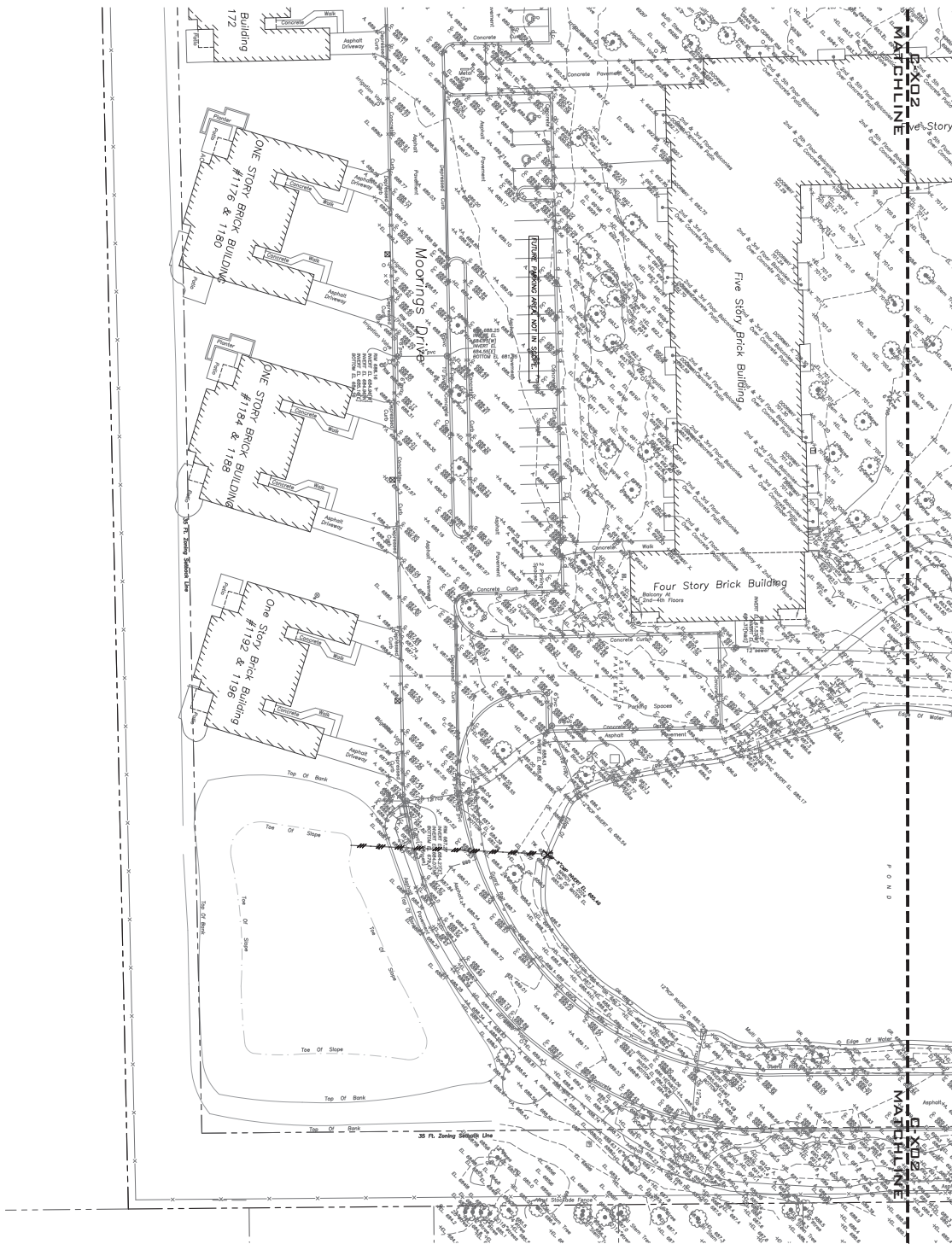
LOCATION KEY MAP



LEGEND



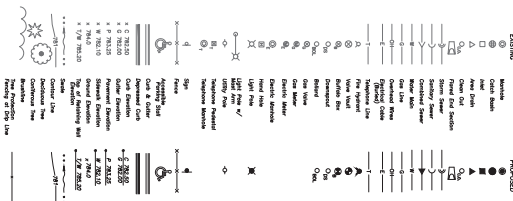
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1	Plan Complete	07/23/2024
2	Plan Complete Revised	08/01/2024



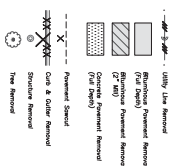
LOCATION KEY MAP



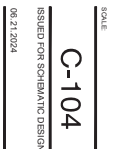
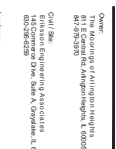
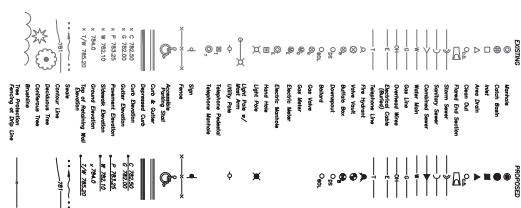
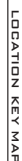
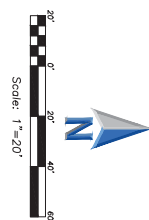
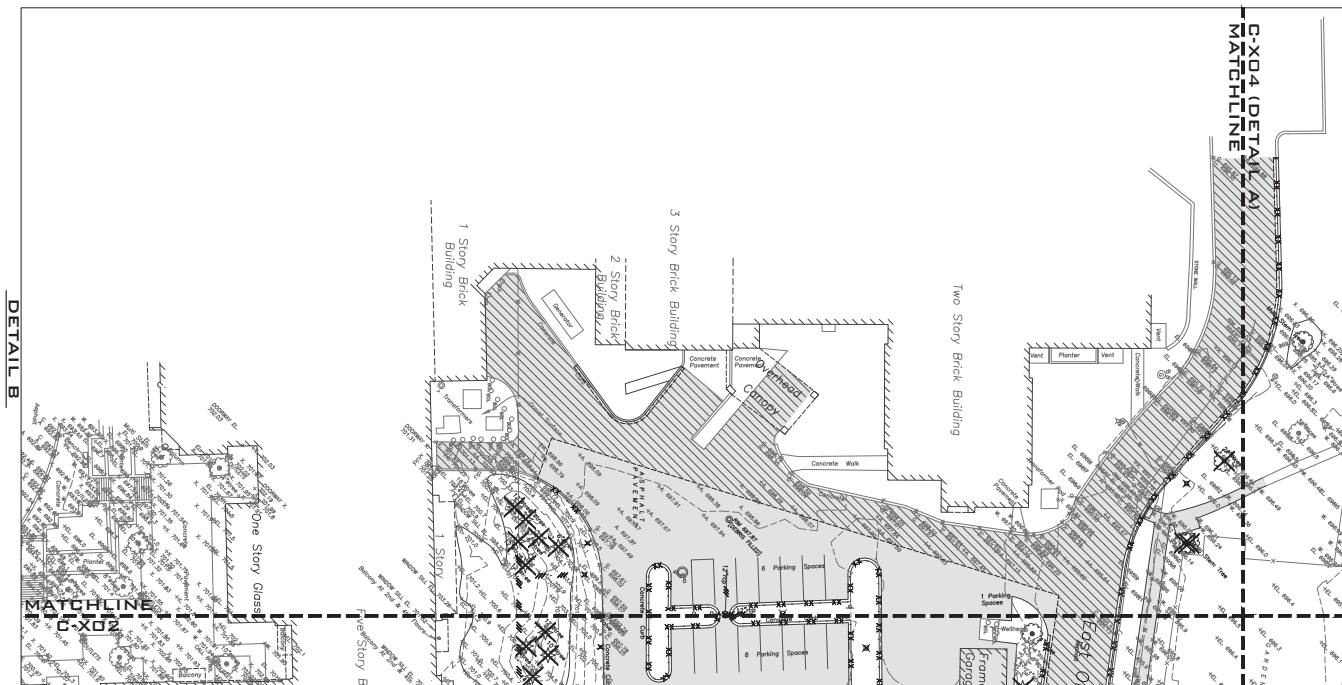
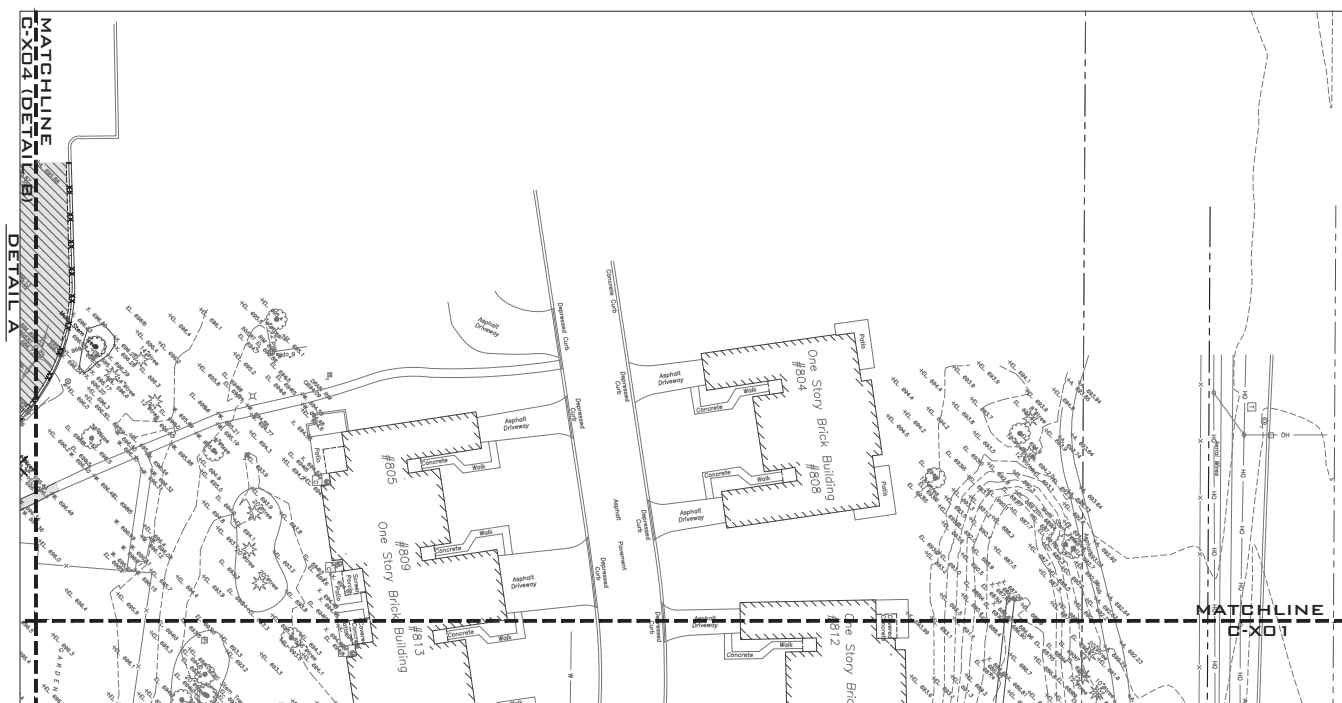
LEGEND

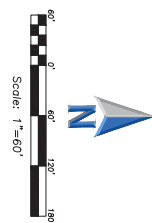
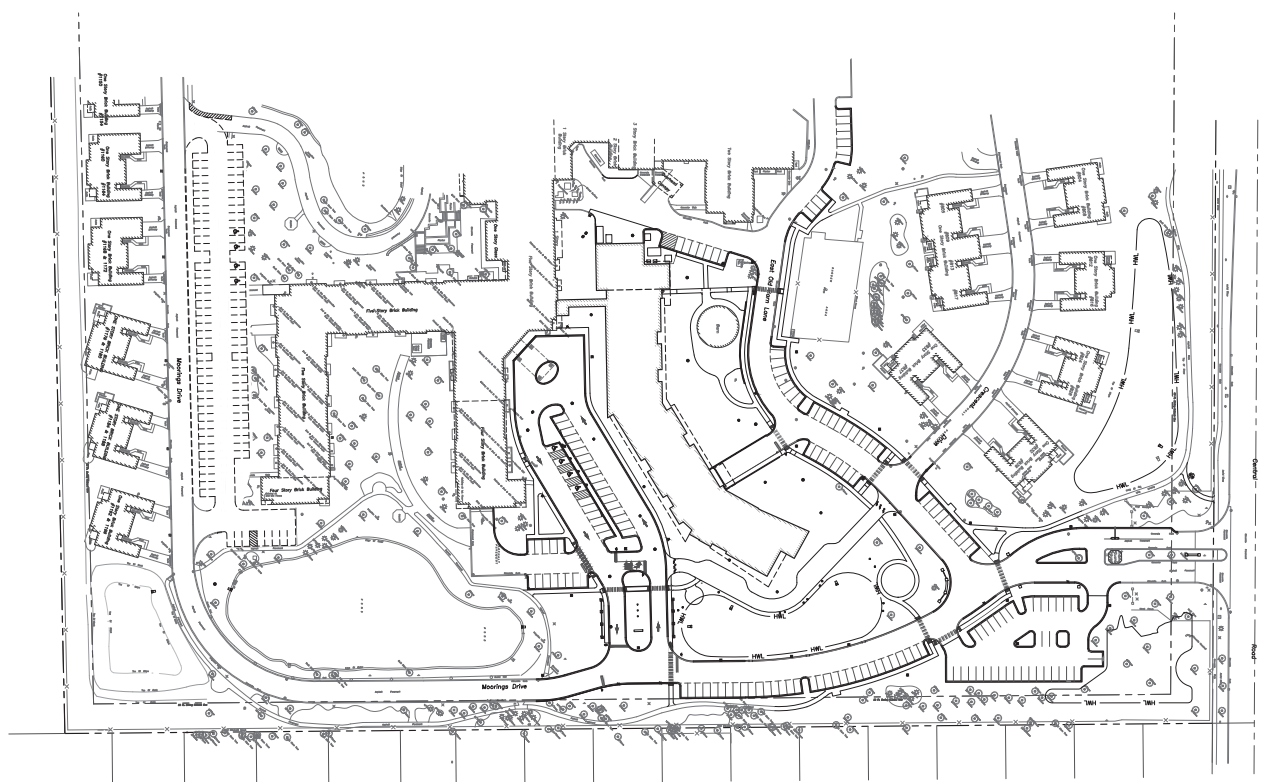


DEMOLITION LEGEND



NO.	DESCRIPTION	DATE
1	Final Construction	07.23.2024
2	Final Construction Review	08.02.2024



[illegible]

Page 122 of 489

FORMS	PROPOSED
                                                                                             	                                      

PERKINS—
EASTMAN
The Foodery

200 South Larkin St., Suite 600
Chicago, IL 60606
T. +1 312 765 1200
F. +1 312 765 1155

Cover:
The Mornings of Arlington Heights
as a Controlled Student Worker

61 E. Central Ave., Suite 200
847-979-3970

CALL / 800:
Eriksson Engineering Associ
145 Commerce Drive, Suite A, Gra
630-298-6259

Landscape:
The Lakota Group

One East Wacker Dr., Suite 2700,
312-467-5445 x202

Structural:
Meyer Bergman Johnson
1 N LaSalle St, Suite 3250, Chicago
Ill 60601-2017

012-902-0107

Mechanical & Plumbing:

Salas C Britten
815 S Wabash, Chicago, IL 60605
312-870-5142

Electrofit:
Salas O'Brien
815.8 Wilbush, Chicago, IL 60605

312-870-6142
 Illustration Courtesy: iStock

NEWTON CONSULTANT
Jenkins & Huntington
5 Climax Road, Avon, CT 06001
603-325-4415

Envelope Consultant
Miss. Jarney, Elstner Assoc.

10 S LaSalle St., Suite 2000, Chicago
312-325-0907

PROJECT TITLE:

Presbyterian + The Morinos

THE MORNING

811 E Central Rd

Arlington Heights, IL 60005

PROJECT No:102120

DRAWING TITLE:

SITE GEOME

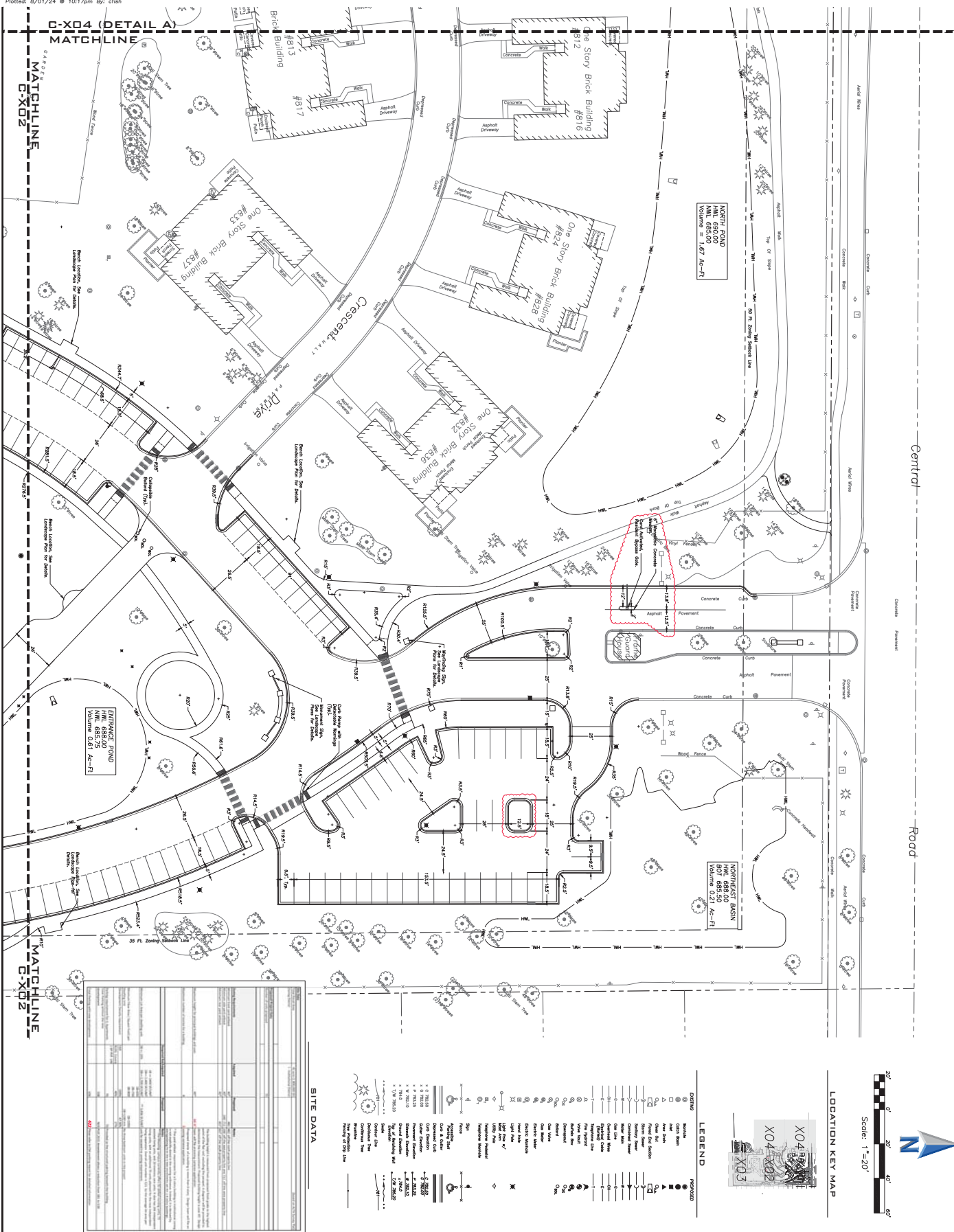
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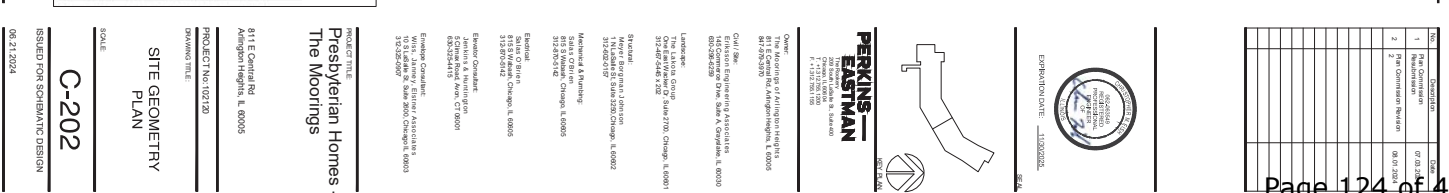
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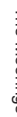
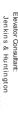
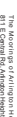
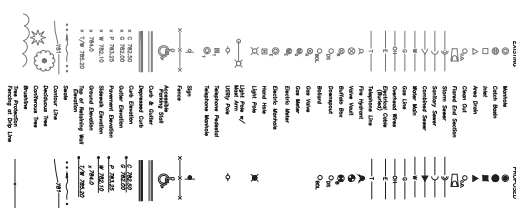
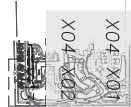
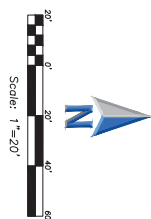
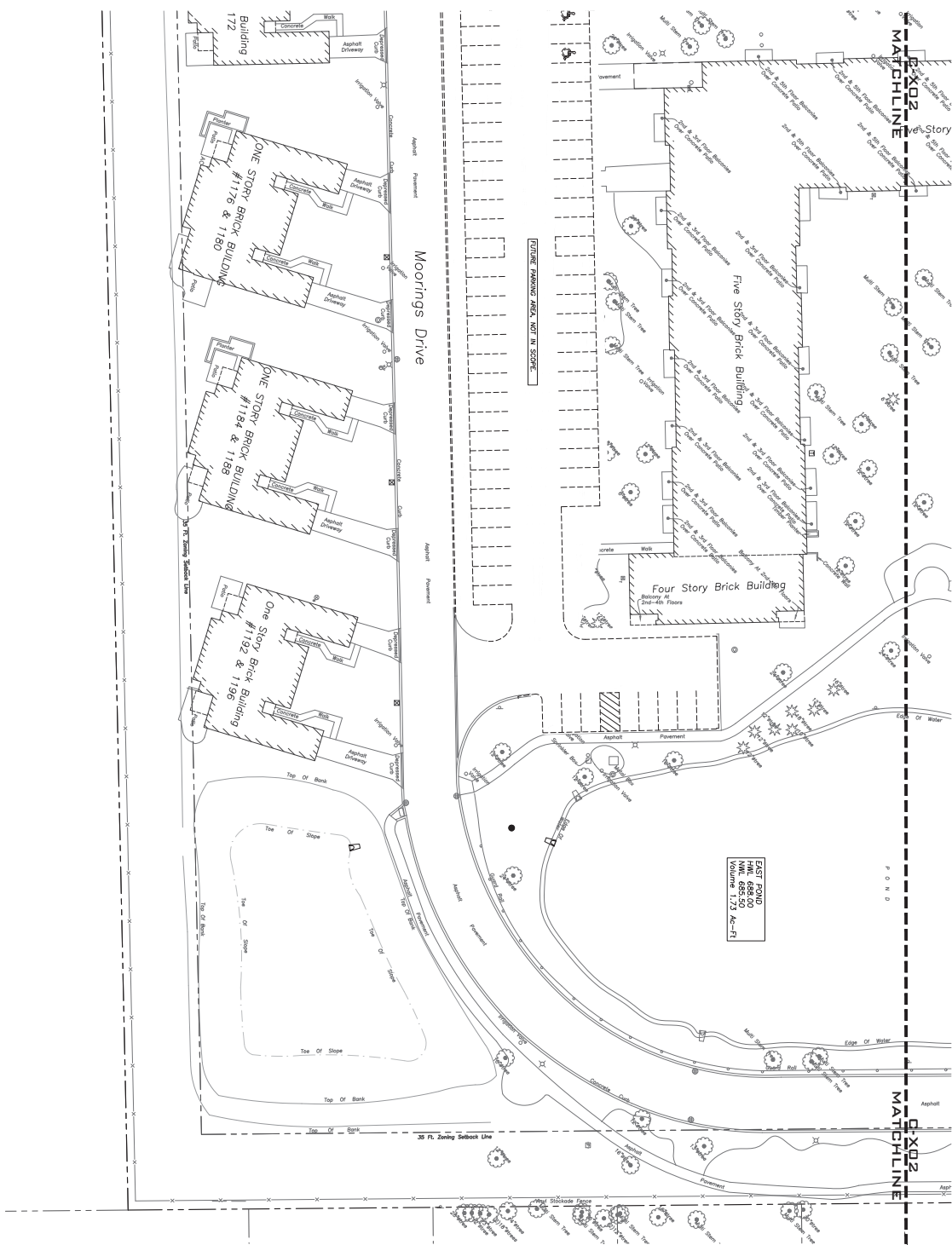
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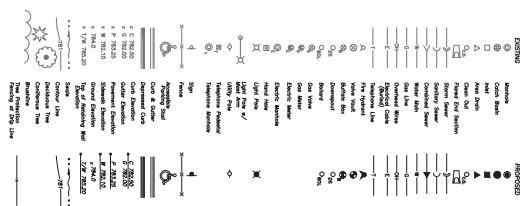
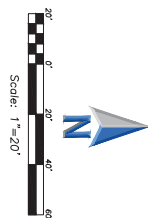
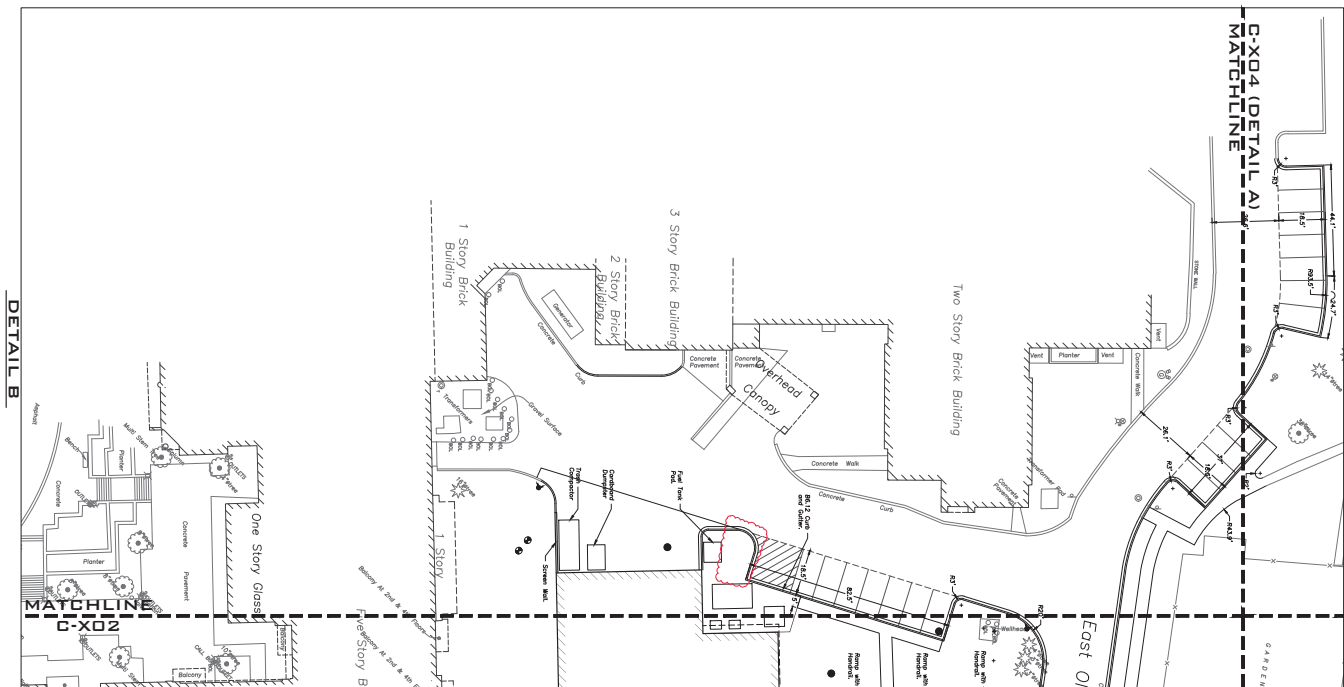
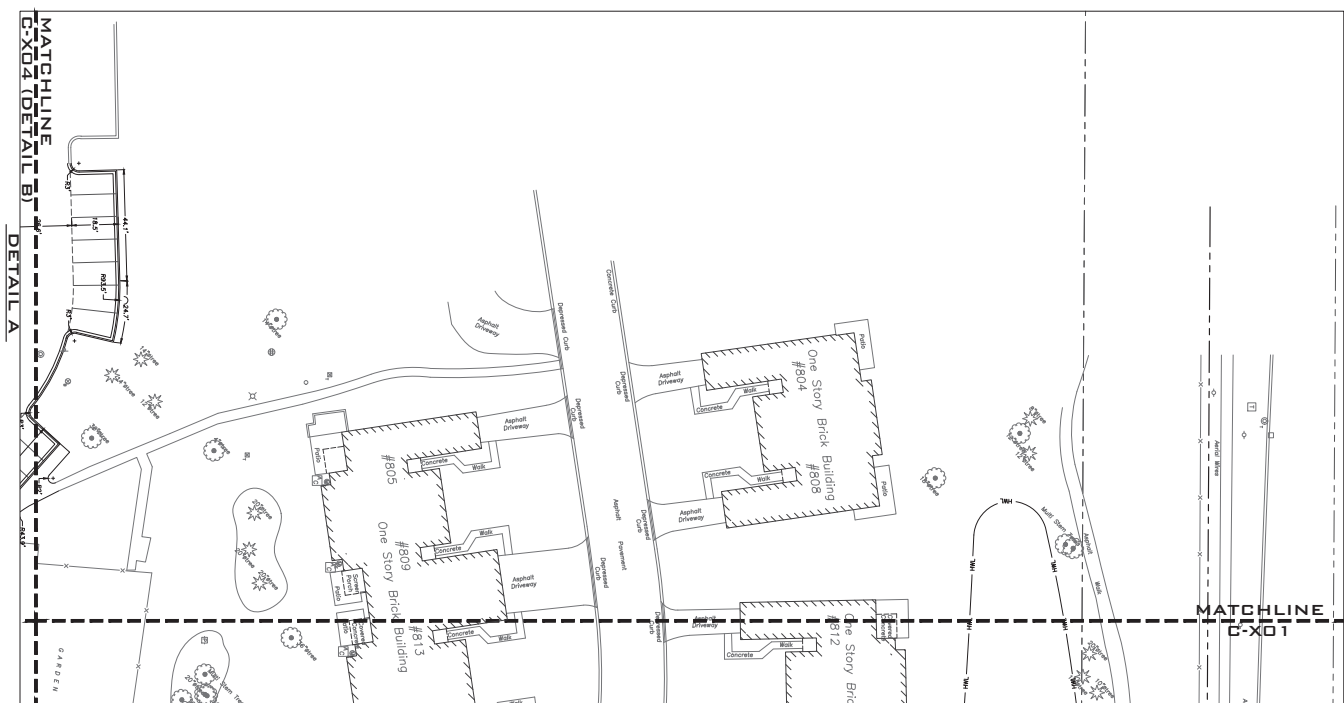
ISSUED FOR SCHEMATIC

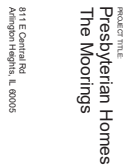
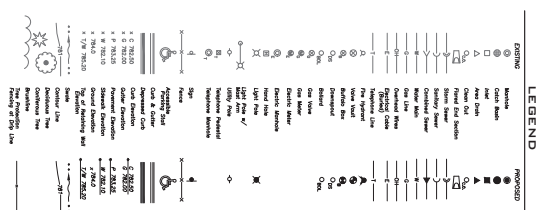
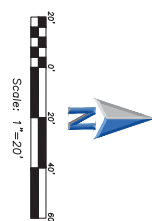
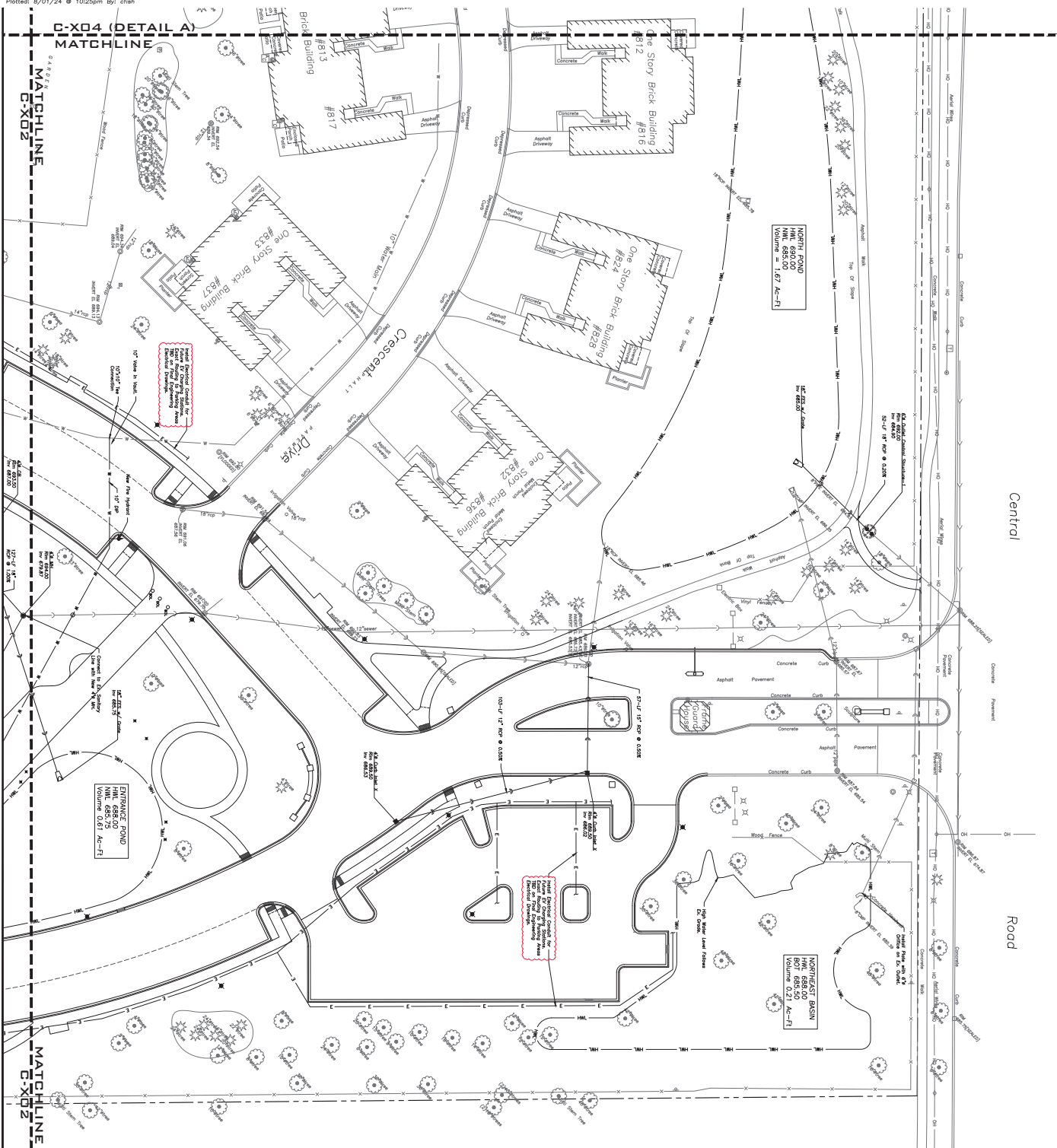
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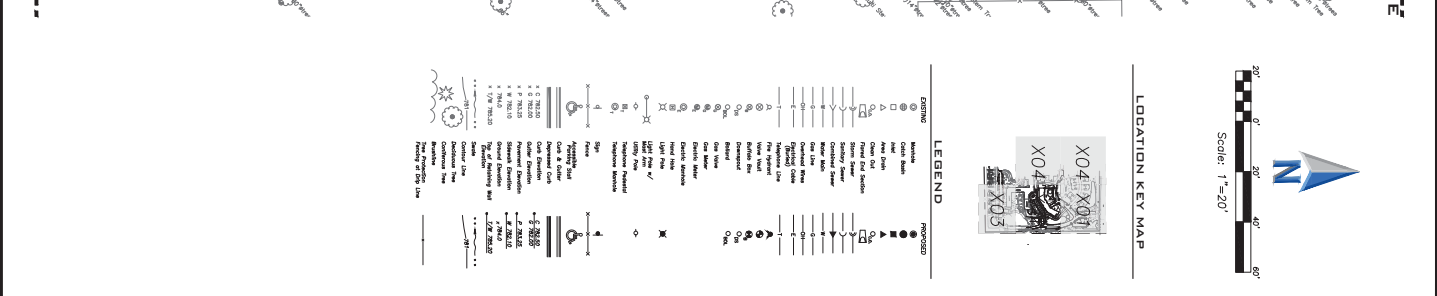
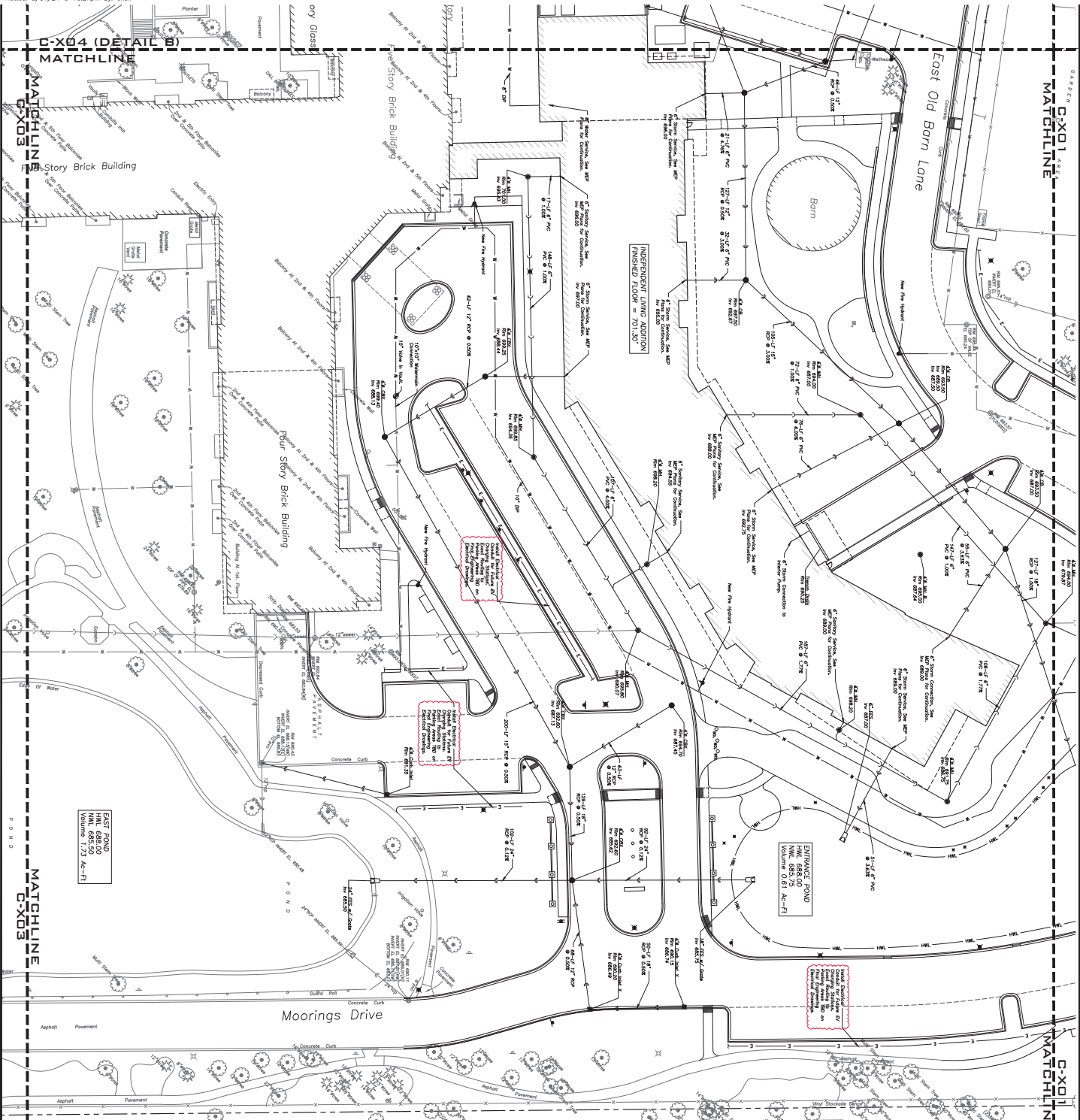
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PROJECT TITLE
Presbyterian Homes -
The Moorings

PROJECT NO.
811 E Central Rd
Arlington Heights, IL 60005

PROJECT NO.
102720

DRAWING TITLE
SITE UTILITY PLAN

SCALE
C-302

ISSUED FOR SCHEDULED DESIGN
06/21/2024

PERKINS EASTMAN
ARCHITECTS

PROJECT MANAGER
JENNIFER L. HARRIS, AIA, LEED AP
j.harris@perkinseastman.com

DESIGNER
CHRISTOPHER J. HARRIS, AIA, LEED AP
c.harris@perkinseastman.com

DATE
06/21/2024

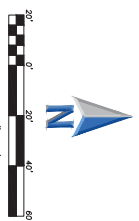
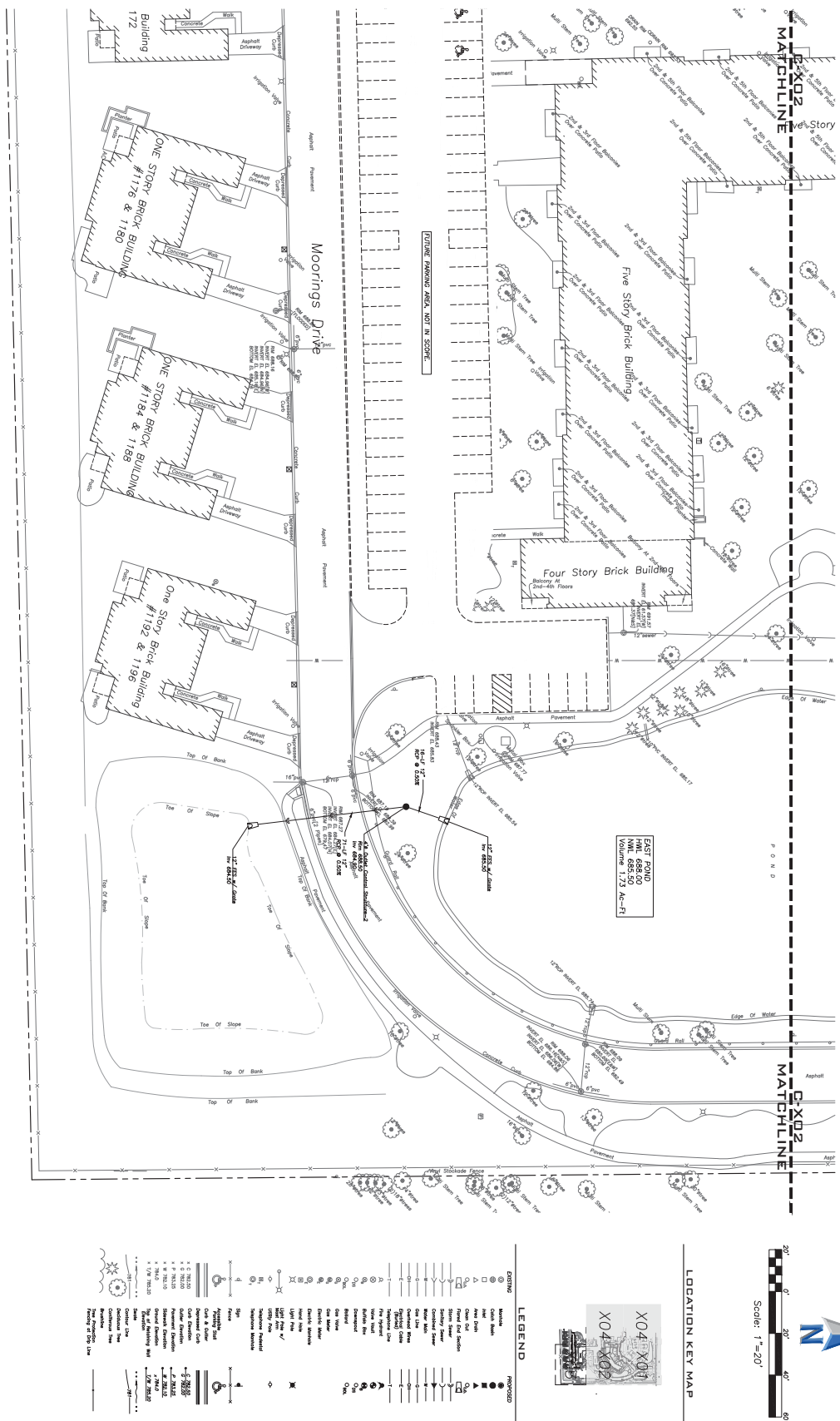
CLIENT
Presbyterian Homes - The Moorings

PROJECT ADDRESS
811 E Central Rd
Arlington Heights, IL 60005

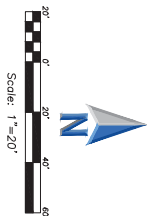
PROJECT NO.
102720

DRAWING NO.
C-302

DATE
06/21/2024

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2	Per Owner Review	08.23.2024

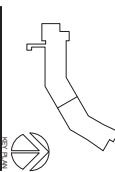


LOCATION KEY MAP



LEGEND

EXISTING	PROPOSED
Asphalt Driveway	Asphalt Driveway
Concrete Driveway	Concrete Driveway
Gravel Driveway	Gravel Driveway
Grass	Grass
Shrub	Shrub
Tree	Tree
Water	Water
Utility Line	Utility Line
Proposed Building	Proposed Building
Proposed Driveway	Proposed Driveway
Proposed Parking	Proposed Parking
Proposed Landscape	Proposed Landscape
Proposed Fencing	Proposed Fencing
Proposed Signage	Proposed Signage
Proposed Stormwater Management	Proposed Stormwater Management
Proposed Accessory Building	Proposed Accessory Building
Proposed Deck/Patio	Proposed Deck/Patio
Proposed Pool	Proposed Pool
Proposed Tennis Court	Proposed Tennis Court
Proposed Basketball Court	Proposed Basketball Court
Proposed Soccer Field	Proposed Soccer Field
Proposed Golf Course	Proposed Golf Course
Proposed Equestrian Facility	Proposed Equestrian Facility
Proposed Amusement Park	Proposed Amusement Park
Proposed Casino	Proposed Casino
Proposed Hotel	Proposed Hotel
Proposed Restaurant	Proposed Restaurant
Proposed Retail Store	Proposed Retail Store
Proposed Office Building	Proposed Office Building
Proposed Warehouse	Proposed Warehouse
Proposed Industrial Building	Proposed Industrial Building
Proposed Power Plant	Proposed Power Plant
Proposed Water Treatment Plant	Proposed Water Treatment Plant
Proposed Sewer Treatment Plant	Proposed Sewer Treatment Plant
Proposed Landfill	Proposed Landfill
Proposed Quarry	Proposed Quarry
Proposed Mine	Proposed Mine
Proposed Oil Refinery	Proposed Oil Refinery
Proposed Chemical Plant	Proposed Chemical Plant
Proposed Pharmaceutical Plant	Proposed Pharmaceutical Plant
Proposed Food Processing Plant	Proposed Food Processing Plant
Proposed Textile Mill	Proposed Textile Mill
Proposed Paper Mill	Proposed Paper Mill
Proposed Lumber Mill	Proposed Lumber Mill
Proposed Glass Plant	Proposed Glass Plant
Proposed Ceramic Plant	Proposed Ceramic Plant
Proposed Brick Plant	Proposed Brick Plant
Proposed Steel Mill	Proposed Steel Mill
Proposed Aluminum Plant	Proposed Aluminum Plant
Proposed Zinc Plant	Proposed Zinc Plant
Proposed Lead Plant	Proposed Lead Plant
Proposed Copper Plant	Proposed Copper Plant
Proposed Nickel Plant	Proposed Nickel Plant
Proposed Cobalt Plant	Proposed Cobalt Plant
Proposed Manganese Plant	Proposed Manganese Plant
Proposed Potash Plant	Proposed Potash Plant
Proposed Soda Ash Plant	Proposed Soda Ash Plant
Proposed Fertilizer Plant	Proposed Fertilizer Plant
Proposed Pesticide Plant	Proposed Pesticide Plant
Proposed Herbicide Plant	Proposed Herbicide Plant
Proposed Fungicide Plant	Proposed Fungicide Plant
Proposed Insecticide Plant	Proposed Insecticide Plant
Proposed Rodenticide Plant	Proposed Rodenticide Plant
Proposed Antifungal Plant	Proposed Antifungal Plant
Proposed Antiparasitic Plant	Proposed Antiparasitic Plant
Proposed Anticancer Plant	Proposed Anticancer Plant
Proposed Antibiotic Plant	Proposed Antibiotic Plant
Proposed Antiviral Plant	Proposed Antiviral Plant
Proposed Antifolate Plant	Proposed Antifolate Plant
Proposed Antimetabolite Plant	Proposed Antimetabolite Plant
Proposed Anticoagulant Plant	Proposed Anticoagulant Plant
Proposed Antithrombotic Plant	Proposed Antithrombotic Plant
Proposed Antidiabetic Plant	Proposed Antidiabetic Plant
Proposed Antihypertensive Plant	Proposed Antihypertensive Plant
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Proposed Anticoagulant Plant	Proposed Anticoagulant Plant
Proposed Antithrombotic Plant	Proposed Antithrombotic Plant
Proposed Antidiabetic Plant	Proposed Antidiabetic Plant
Proposed Antihypertensive Plant	Proposed Antihypertensive Plant
Proposed Anticholesterol Plant	Proposed Anticholesterol Plant



PERKINS EASTMAN

1111 North Dearborn Street, Suite 1000
 Chicago, IL 60610
 Tel: 312.329.1000
 Fax: 312.329.1001
 Email: info@perkins-eastman.com

Chicago, IL 60610

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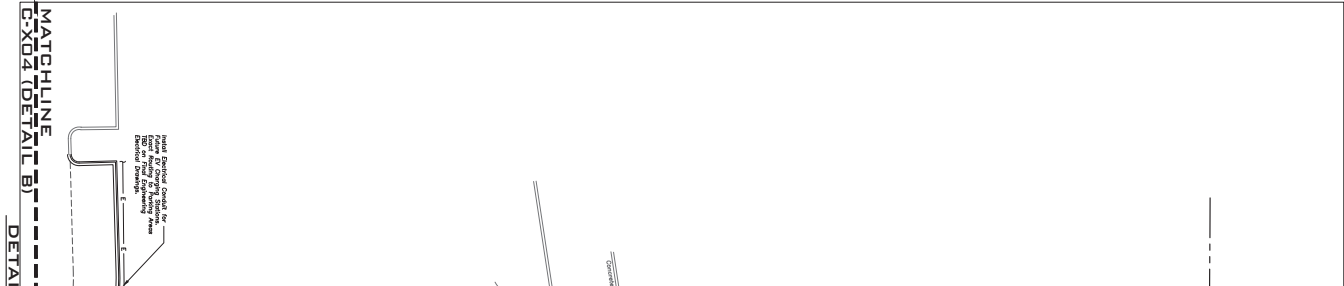
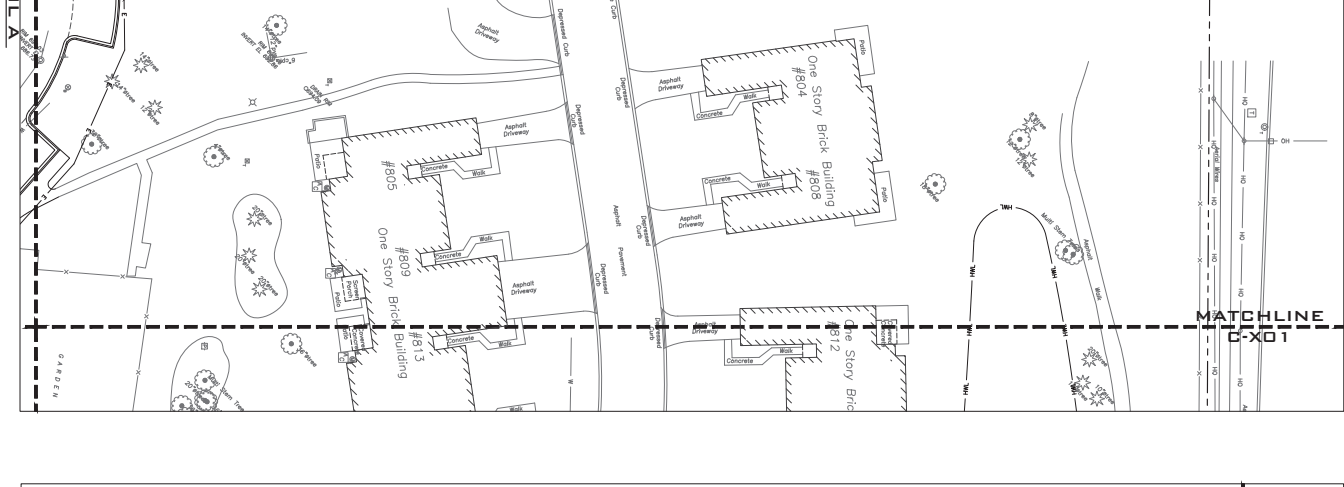
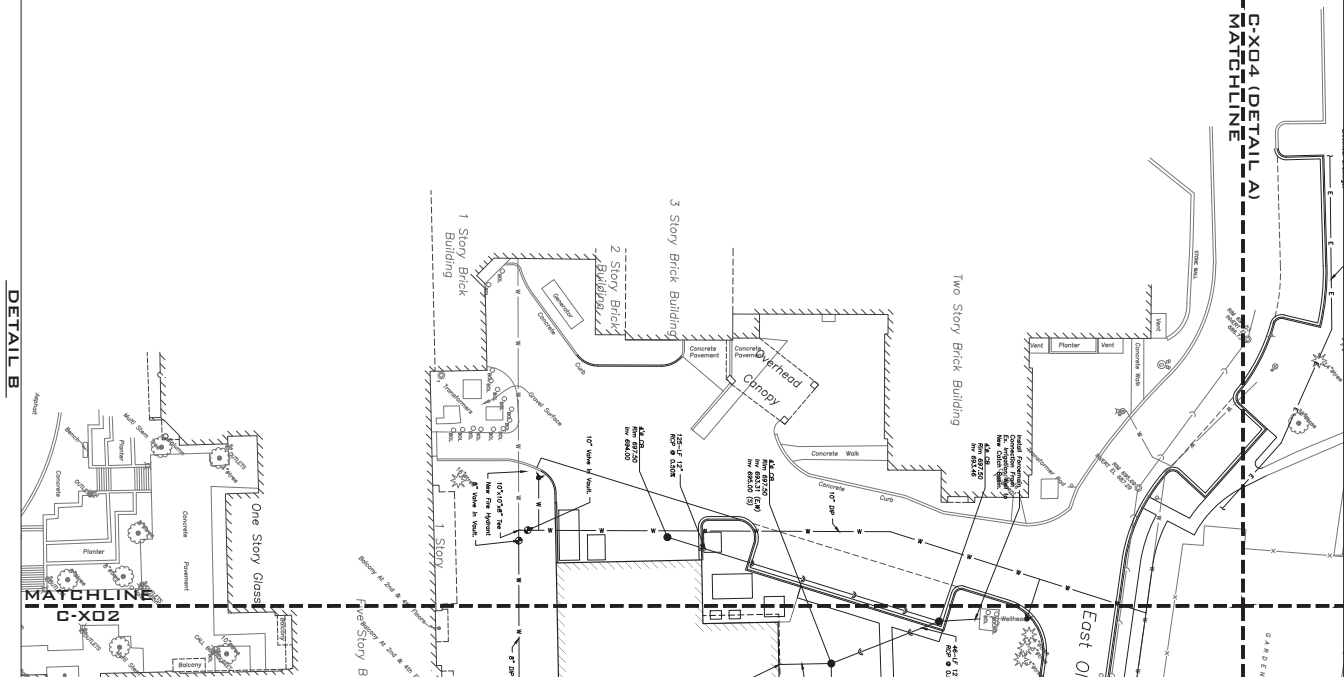
Chicago, IL 60610

Chicago, IL 60610

Chicago, IL 60610

MATCHLINE C-X02

DETAIL B



MATCHLINE C-X04 (DETAIL B)
 DETAIL A

PROJECT TITLE Presbyterian Homes - The Moorings

811 E Central Rd
 Arlington Heights, IL 60005

PROJECT NO: 102-170

DRAWING TITLE:

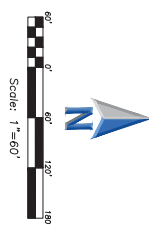
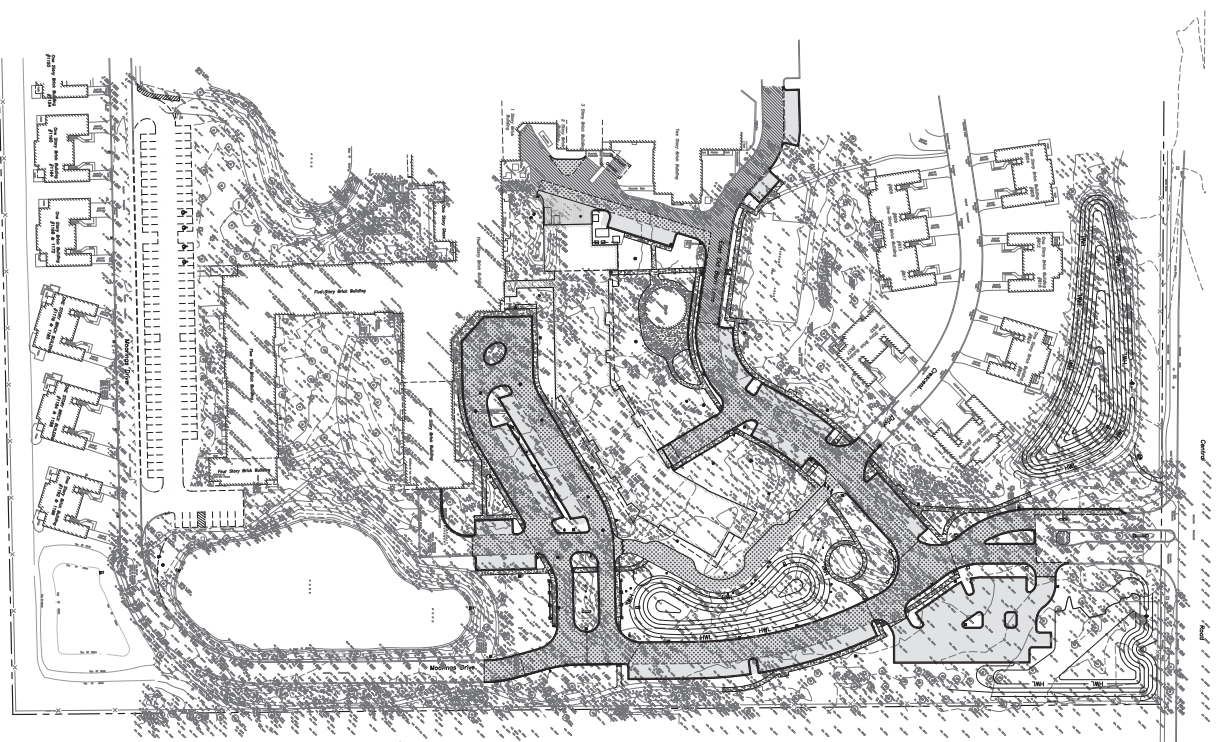
SITE UTILITY PLAN

SCALE:

C-304

ISSUED FOR SCHABATZ DESIGN

08.21.2024



No.	Description	Date
1	Plan Commission Resolution	07.03.2024
2	Plan Commission Resolution	08.07.2024

Page 132 of 132

Page 132 of 489

LEGEND

- [illegible]

PAVING & SURFACE
LENDING

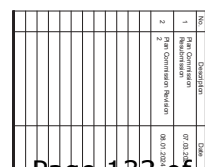
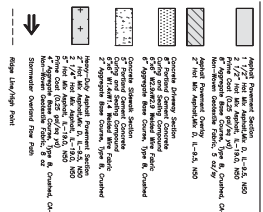
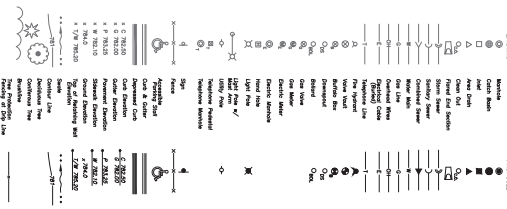
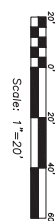
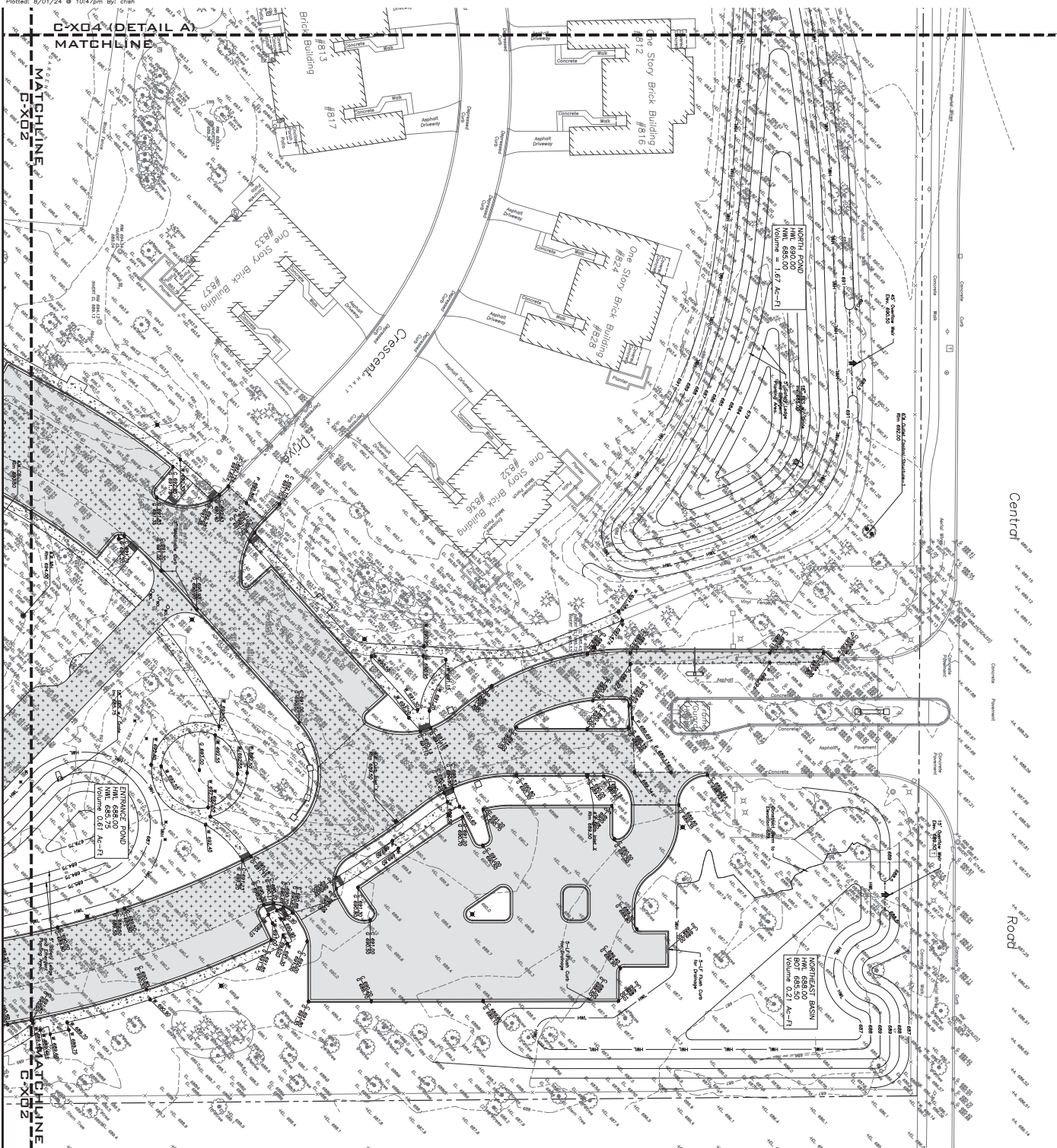
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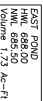
Presbyterian Homes
The Moorings

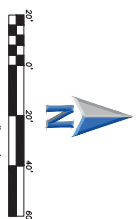
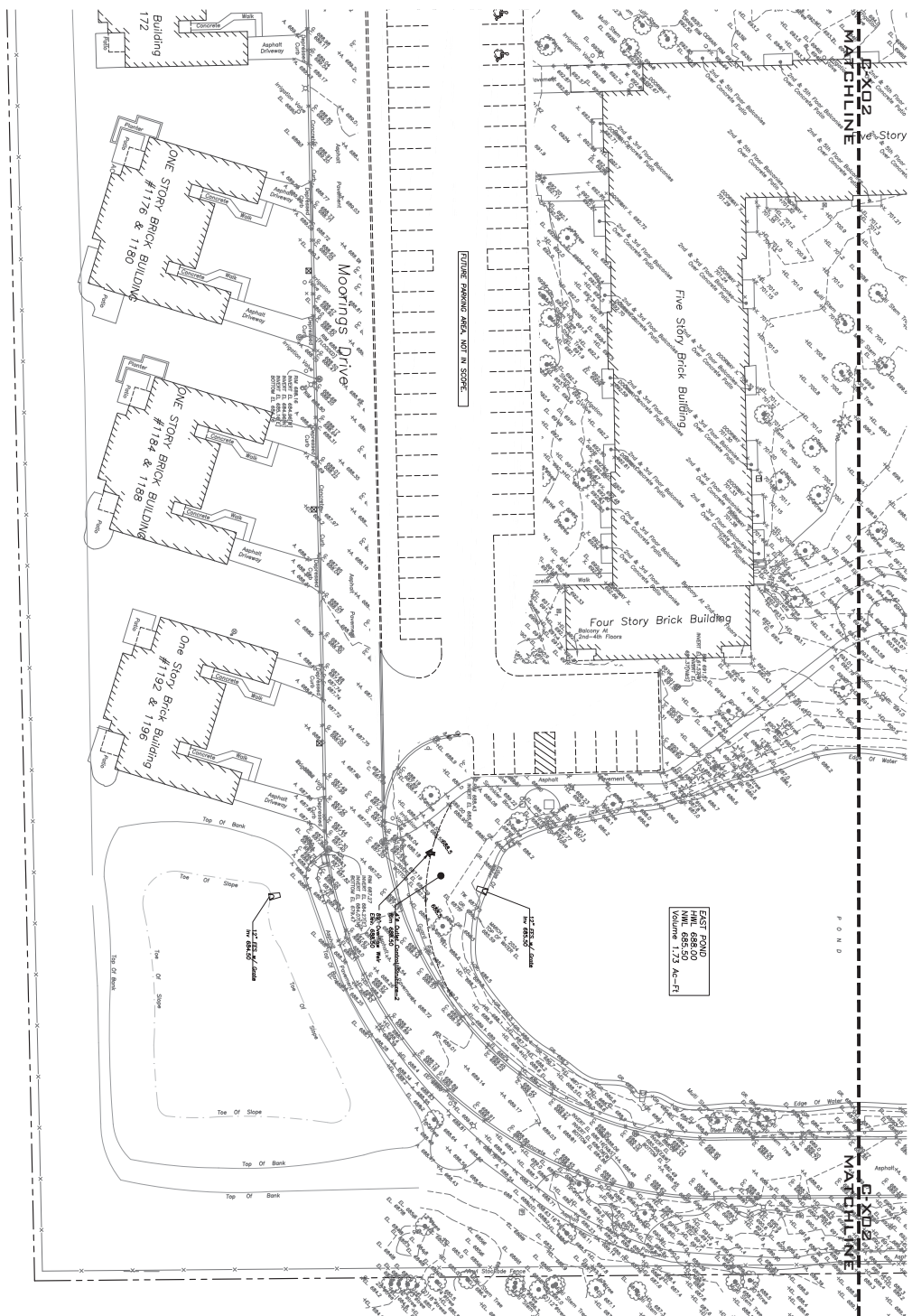
GRADING AND
PAVING PLAN -
OVERALL

C-400

06.21.2022



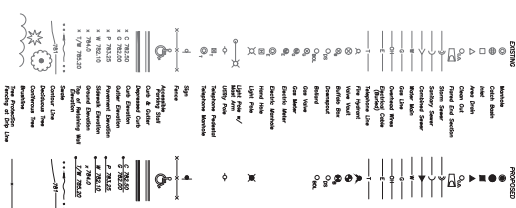
[illegible][illegible]Page 134 of 489



LOCATION KEY MAP

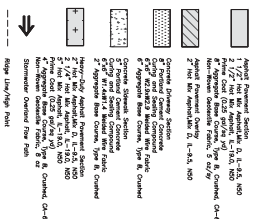


LEGEND



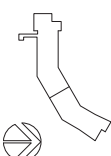
PAVING & SURFACE

LEGEND



No	Description	Date
1	Pan Comissara Pawomawan	07.03.2024
2	Pan Comissara Pawomawan	08.03.2024

Page 135 of 169



EXPIRATION DATE: 11/01/2022

PERKINS—
EASTMAN
The Forestry

200 South LaSalle St., Suite 400
Chicago, IL 60604
T. +1 312 765 1200
F. +1 312 765 1155

Owner _____

The Moorings of Arlington Heights
811 E Central Rd., Arlington Heights
847-278-3970

Callaghan

Eriksson Engineering Associ-
145 Commerce Drive, Suite A, Gran-
620.208.6399

2010-2011

Landscaper:
The Lakota Group
One Eliot Wacker Dr., Suite 2700, e

312-467-5445 x 202

Structural:
Meyer Bergman Johnson
1 N. La Salle St Suite 3200 Chicago

312-602-0167

Mechanical & Plumbing:
Salas O'Brien

615 S. Wabasha, Chicago, IL 60605
312-670-6142

Electoral:
Salas O'Brien

815 S. Wabash, Chicago, IL 60605
312/870-6142

Elevator Consultant:
Yoshioji & Associates

5 Clinton Road, Avon, CT 06001
603-325-1415

Envelope Consultant:

Miss. Janney, Elmsier Assoc.
10 S. LaSalle St., Suite 2000, Chicago
312-325-0907

PROJECT TITLE:

Presbyterian H

The Moorings

811 E Central Rd

Arlington Heights, IL 60005

PROJECT No:102120

DRAWING TITLE:

GRADING A

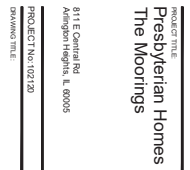
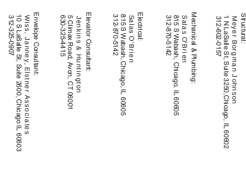
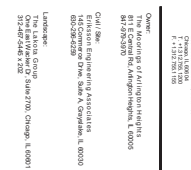
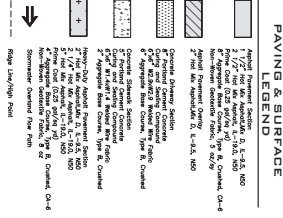
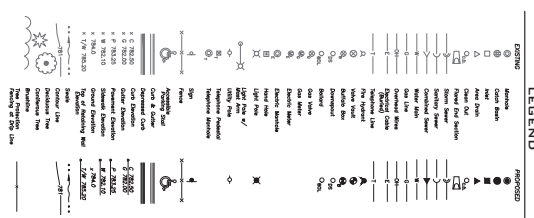
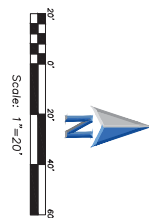
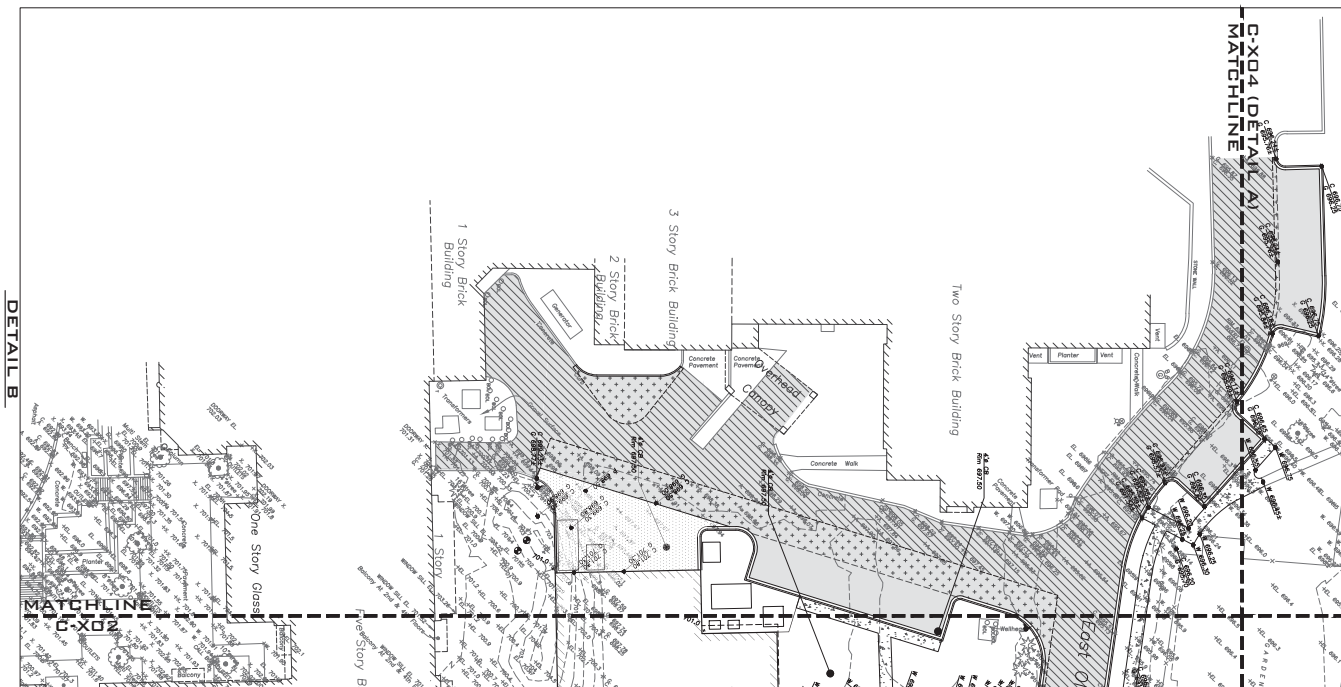
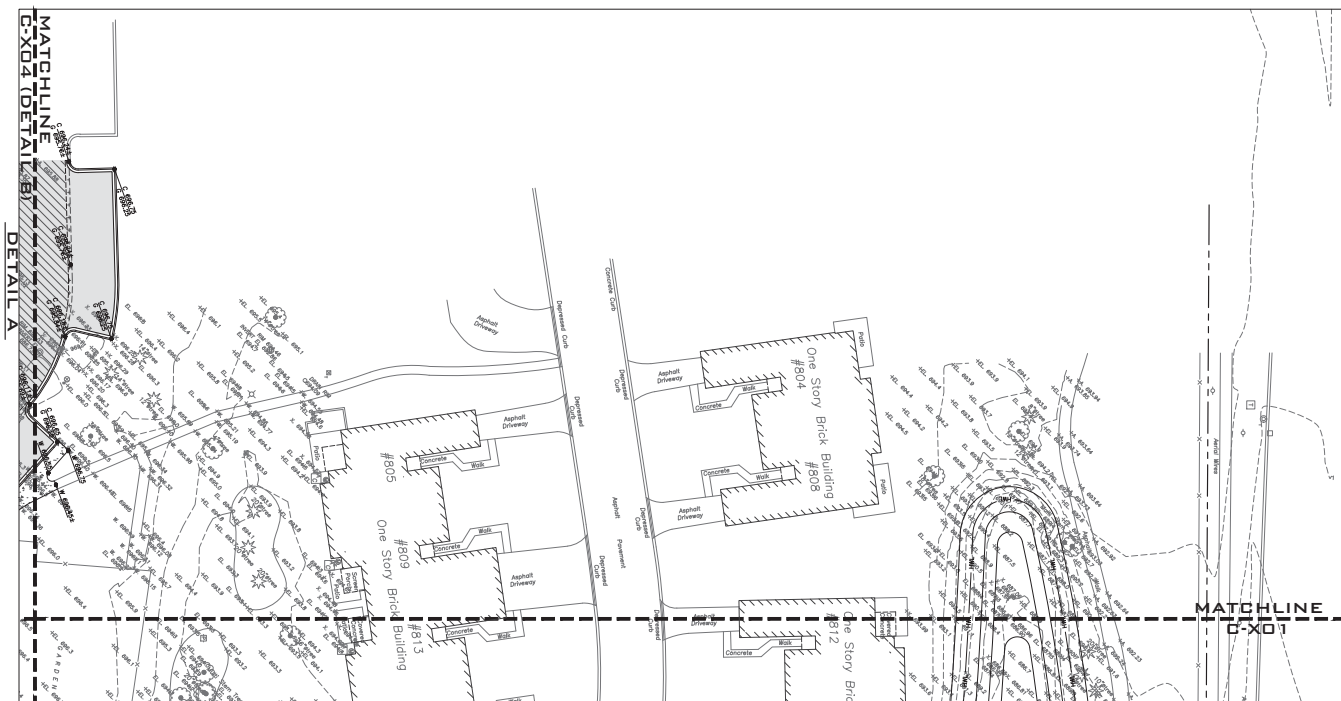
PAVING PL

SCALE

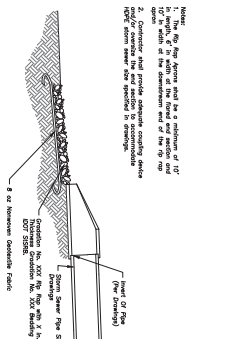
C-403

ISSUED FOR SCHEMATIC DESIGN

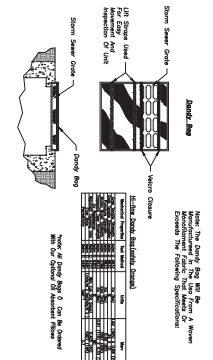
06.21.2024





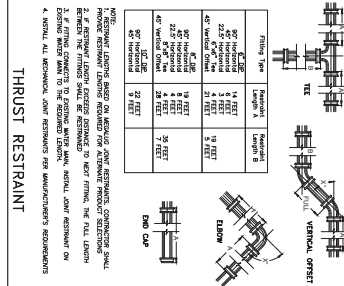


RIP RAP AT FLARED END SECTION



DANDY BAG INLET SEDIMENT CONTROL DEVICE

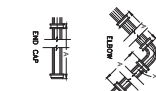
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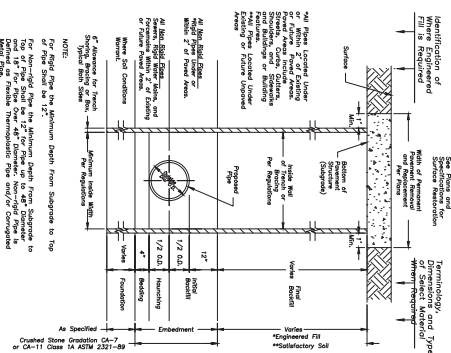
THRUST RESTRAINT

1. ALL THRUST RESTRAINTS SHALL BE INSTALLED TO THE OUTSIDE OF THE PIPE.
2. IF RESTRAINT LATCHES EXIST, DISTANCE TO NEXT FITTING, THE FULL LATCH DISTANCE SHALL BE MAINTAINED.
3. IF FITTING CONNECTS TO THE EXISTING MAIN, INSTALL LATCH RESTRAINT ON EXISTING MAIN.
4. INSTALL ALL RESTRAINTS, LATCH RESTRAINTS FOR MANUFACTURER'S REQUIREMENTS.

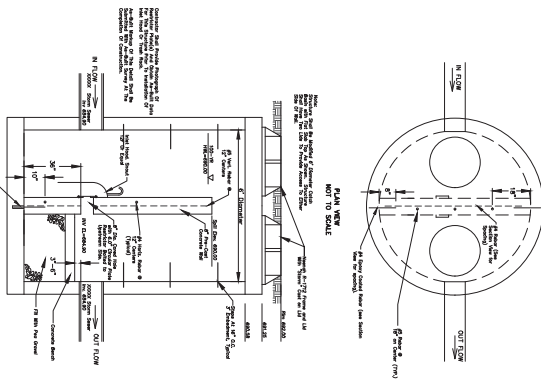
Fitting Type	Minimum	Maximum
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING
1/2" C-20	1/2" FITTING	1/2" FITTING



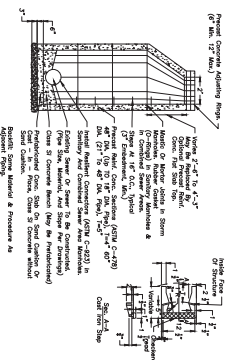
STANDARD SEWER AND WATER TRENCH SECTION



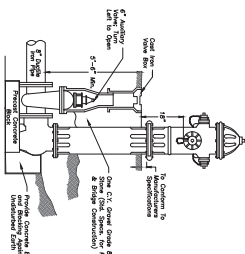
RESTRICTOR STRUCTURE



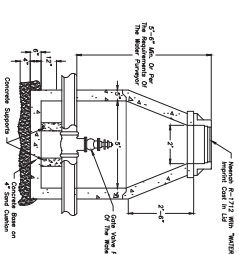
MANHOLE - 48" - 60" DIA.



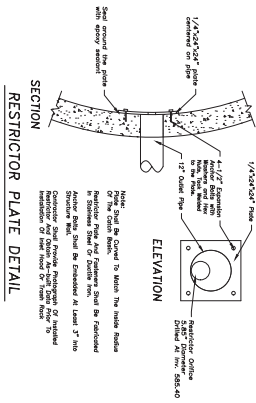
HYDRANT INSTALLATION



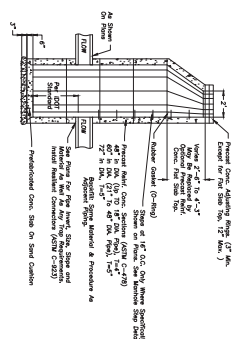
WATER VALVE VAULT



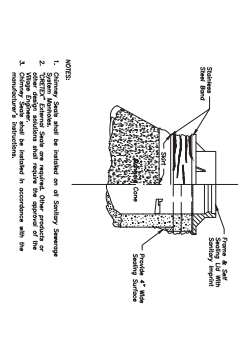
SECTION 2 RESTRICTOR PLATE DETAIL



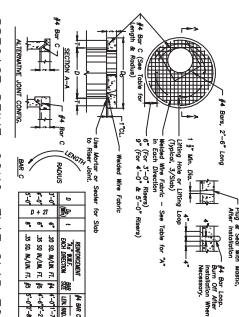
CATCH BASIN



SANITARY MANHOLE CHIMNEY SEAL



PRECAST REIN. CONC. FLAT SLAB TOP



NO.	DESCRIPTION	DATE
1	Final Construction	07-23-2024
2	Final Construction	08-23-2024

PROJECT TITLE
 Presbyterian Homes -
 The Moorings

811 E Central Rd
 Arlington Heights, IL 60005

PROJECT NO. 102-120

DRAWING TITLE

SITE WORK DETAILS

SCALE

C-602

ISSUED FOR SUBMITTAL DESIGN

08/21/2024

PERKINS EASTMAN

1111 N. Dearborn Street, Suite 200
 Chicago, IL 60610
 Tel: 312.329.1100
 Fax: 312.329.1101

PROJECT NO. 102-120

DRAWING TITLE

SCALE

CLIENT
 Presbyterian Homes - The Moorings

DESIGNER
 Perkins Eastman

DATE
 08/21/2024

PROJECT NO. 102-120

DRAWING TITLE

SCALE

REVISIONS

NO.	DESCRIPTION	DATE
1	Final Construction	07-23-2024
2	Final Construction	08-23-2024

811 E Central Rd
 Arlington Heights, IL 60005

PROJECT NO. 102-120

DRAWING TITLE

SCALE

PROJECT TITLE
 Presbyterian Homes -
 The Moorings

811 E Central Rd
 Arlington Heights, IL 60005

PROJECT NO. 102-120

DRAWING TITLE

SITE WORK DETAILS

SCALE

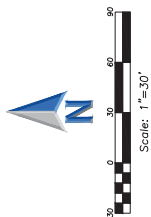
C-602

ISSUED FOR SUBMITTAL DESIGN

08/21/2024

EXHIBIT L

Fire & Life Safety Exhibit Plan

[illegible]

EXPIRATION DATE: 11/03/2025



PERKINS—EASTMAN
The Bookery
209 South LaSalle St., Suite 400
Chicago, IL 60604
T. +1 312 765 1200
F. +1 312 765 1155

Owner:
The Moorings of Arlington Heights
811 E Central Rd, Arlington Heights, IL 60005
847-470-3070

Civil/Steel:
Eriksson Engineering Associates
145 Commerce Drive, Suite A, Graylake, IL 60030
815.466.0000, ext. 2000

Landscape:
The Lakota Group
One East Wacker Dr., Suite 2700, Chicago, IL 60601

Structural:
Meyer Borgman Johnson
1311 5th St. Suite 300 Chicago, IL 60605

Mechanical & Plumbing:
Salas O'Brien

Electrical:
Salas O'Brien

312-870-5142

Envelope Consultant:
630-925-4415

10 S. LaSalle St., Suite 2000, Chicago IL 60603
312-325-0907

PROJECT TITLE
Presbyterian Homes -
The Moorings

311 E Central Rd
Arlington Heights, IL 60005

PROJECT No: 102120

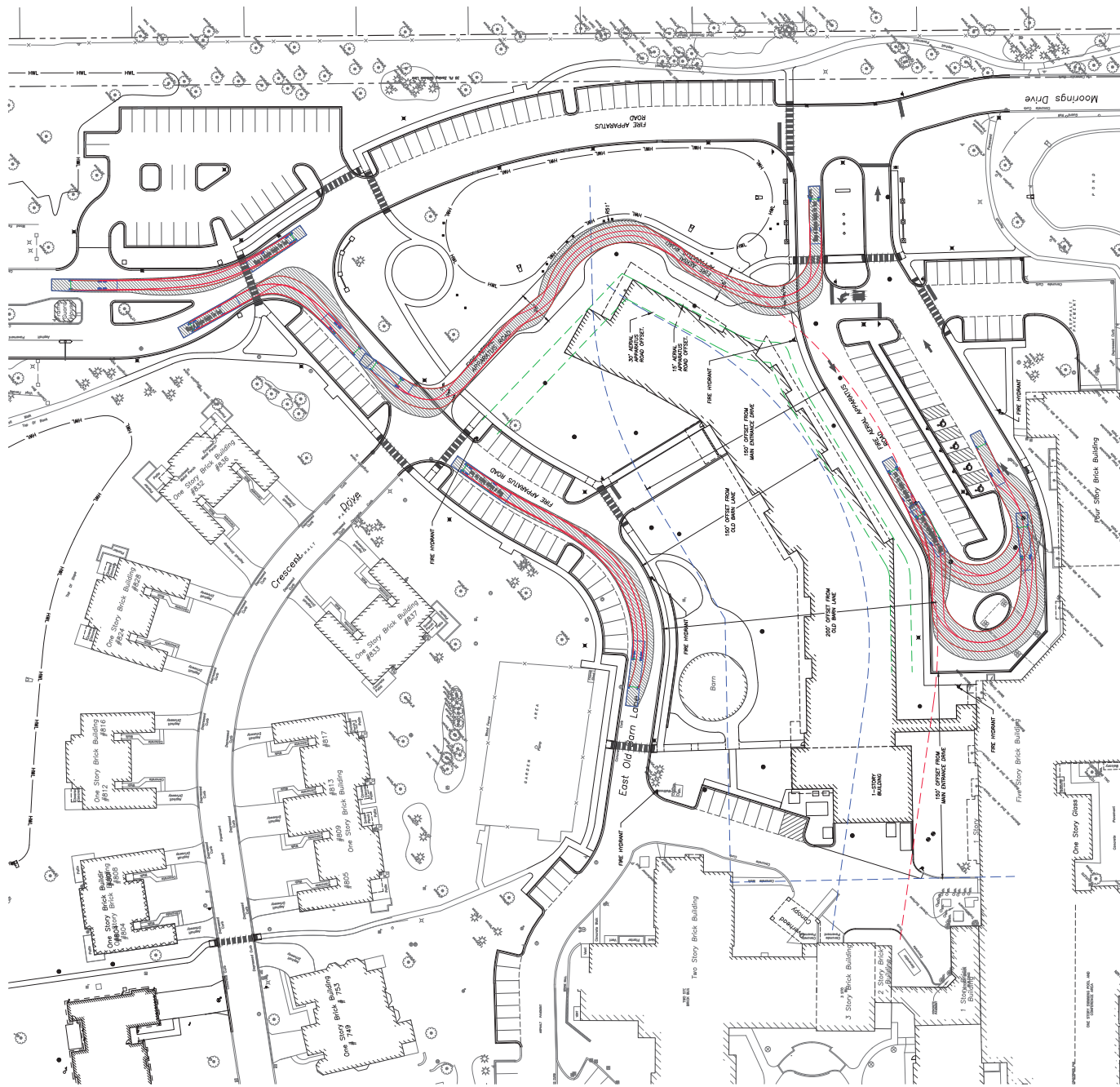
FIRE & LIFE

SCALE:

CEX

ISSUED FOR PLAN COMMISSION
RESUBMITTAL

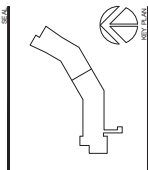
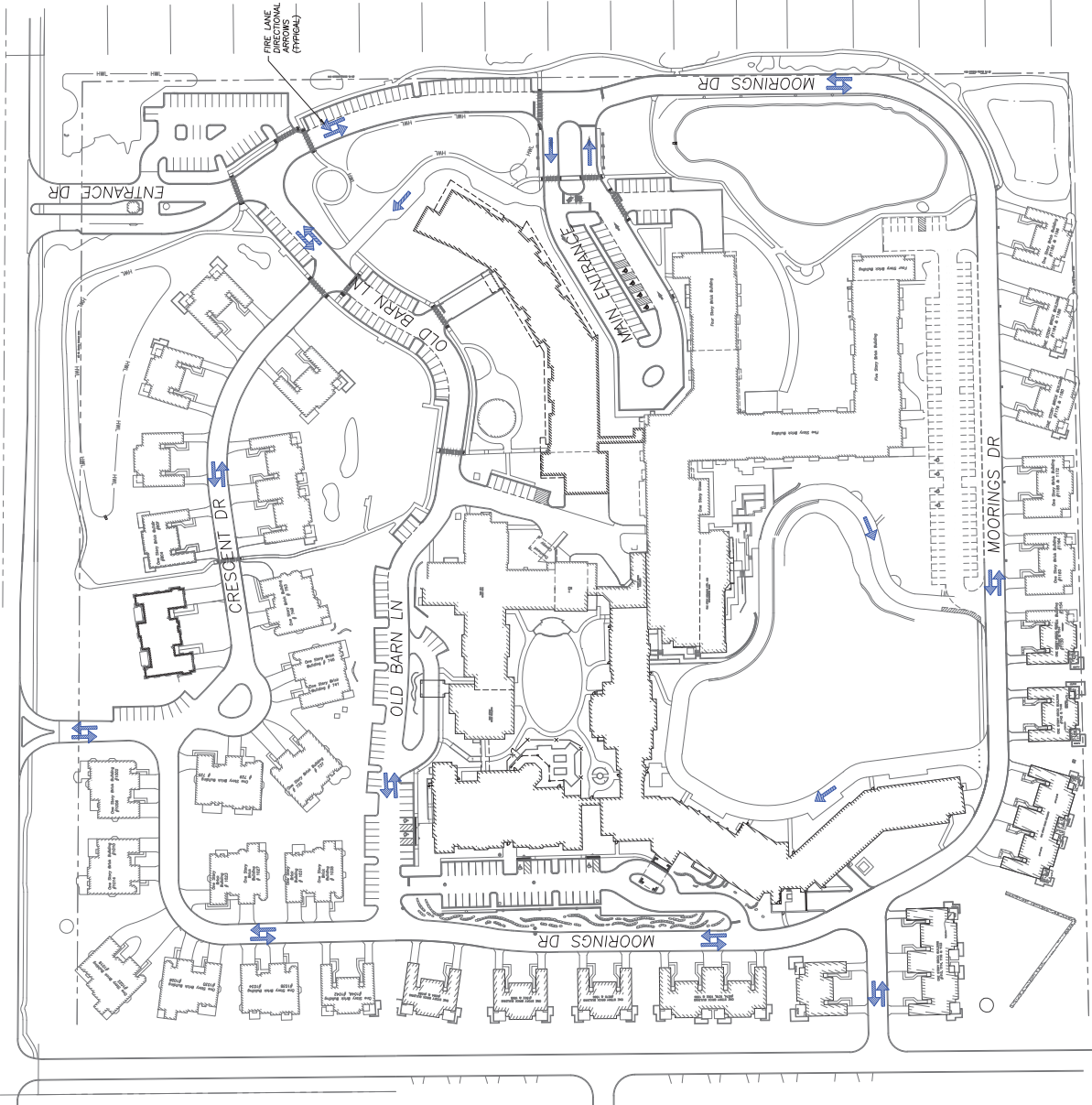
8.01.2024



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EXHIBIT M

Fire Lane Campus Exhibit Plan



EXPIRATION DATE: 12/31/2024

No.	Description	Date
1	Initial Design	07/03/2024
2	Final Construction Review	08/07/2024

PERKINS + EASTMAN
ARCHITECTS
100 N. LaSalle St., Suite 2000
Chicago, IL 60602
P: 312.329.1100

OWNER
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

CONSULTANT
CFLM
2100 E. Lake Street, Suite 200
Chicago, IL 60601

LANDSCAPE
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

STRUCTURAL
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

Mechanical & Plumbing
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

Electrical
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

Elevator Consultant
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

Envelope Consultant
The Moorings of Arlington Heights
811 E Central Rd.
Arlington Heights, IL 60005

PROJECT TITLE
Presbyterian Homes -
The Moorings

811 E Central Rd.
Arlington Heights, IL 60005

PROJECT No. 102120
DRAWING TITLE

FIRE LANE
CAMPUS EXHIBIT

SCALE

CEX

ISSUED FOR PLAN COMMISSION
RESUBMITTAL
08.01.2024

EXHIBIT N

Floor Plans

811 E Central Rd
Arlington Heights, IL 60005

Envelope Consultant:
Miss, Janney, Elstner
Associates
10 S LaSalle St, Suite 2600, Chicago, IL
60603 312-325-0907

DRAWING SCHEDULE

G0000	GENERAL
G0001	COLOR SHEET INDEX
G0100	COLOR SHEET
C0100	COLOR
C0101	COLOR COORDINATE SHEET
C0102	COLOR NOTES
C0200	SITE DEMOLITION PLAN
C0201	SITE DEMOLITION PLAN WEST
C0300	SITE GEOMETRY PLAN
C0301	SITE GEOMETRY PLAN
C0302	SITE GEOMETRY PLAN
C0303	SITE GEOMETRY PLAN
C0304	SITE GEOMETRY PLAN
C0305	SITE UTILITY PLAN
C0306	SITE UTILITY PLAN
C0307	SITE UTILITY PLAN
C0400	GROUND AND PLUMB PLAN
C0401	GROUND AND PLUMB PLAN
C0402	GROUND AND PLUMB PLAN
C0403	GROUND AND PLUMB PLAN
C0404	GROUND AND PLUMB PLAN
C0500	SEWER DETAILS
C0501	SEWER DETAILS
C0502	SEWER DETAILS
L0000	LANDSCAPE
L0001	TREE SWEY AND PRESERVATION PLAN
L0002	TREE SWEY
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L1535	PLANT



1 LOCATION MAP



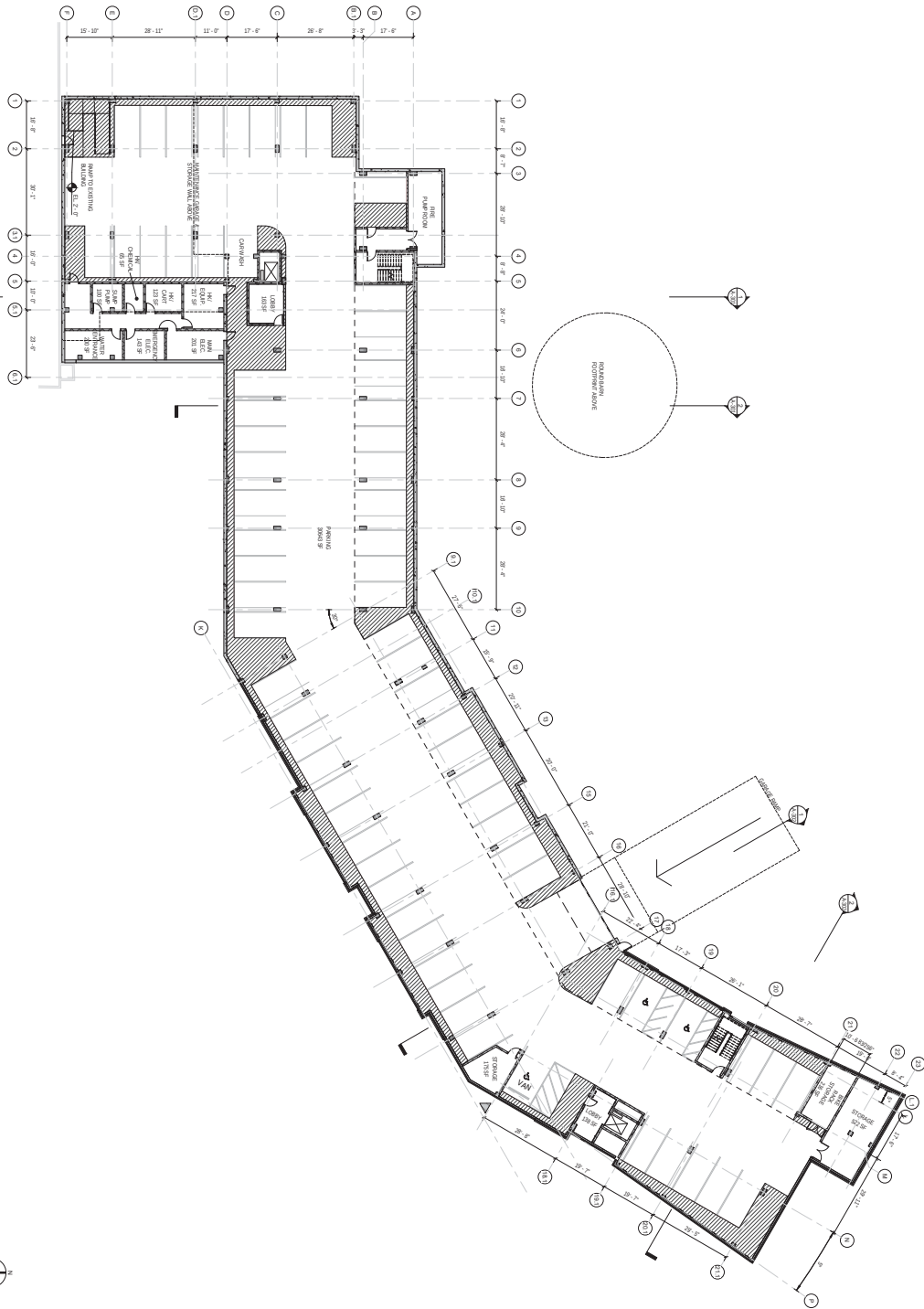
**PERKINS —
EASTMAN**
115 Fifth Avenue
New York, NY 10003
T. +1 212 353 7200
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ISSUED FOR PLAN COMMISSION RESUBMISSION

PROJECT No. 102120
07.03.2024

PERKINS EASTMAN	Owner: The University of Arkansas State System 1000 North College Avenue, Fayetteville, AR 72701 701.221.1000 701.221.1000		Owner's Representative: Eastman Engineering Associates, Inc. 603.296.9259 603.296.9259	CM At Risk: Eastman Engineering Associates, Inc. 603.296.9259 603.296.9259	Architect: The Lawless Group 315.879.6449 x202 315.879.6449 x202	Architect's Representative: Eastman Engineering Associates, Inc. 603.296.9259 603.296.9259	Contractor: 811 E Central Rd Ardenmore, Central AR 72005	Product Title: Presbyterian Home The Moonings	Product No: 102710	Code Title: CODE DATA SH	Customer Title: G-1011	Used For: PLAN COMMAND	Revision: 03/2024
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1 OVERALL BASEMENT FLOOR PLAN



BASEMENT GARAGE PARKING COUNT			
PARKING SPACE TYPE	SUITS	NO.	COUNT
STANDARD PARKING SPACE	9' x 18' 6"	67	67
STANDARD PARKING SPACE	9' x 18' 6"	1	1
TOTAL PARKING COUNTS TO			

NO.	DESCRIPTION	DATE
1	Revised	07/23/2024
2		
3		
4		
5		
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7		
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10		



PERKINS EASTMAN
ARCHITECTS
1111 W. Madison Ave.
Chicago, IL 60601
P: 312.329.1000
F: 312.329.1001

Owner:
The Moorings of Arlington Heights
8410 W. 130th St.
Arlington Heights, IL 60005

Chief Architect:
Erikson Engineering Associates
635 S. 26th St.
Chicago, IL 60608

Architect:
The Lakota Group
3100 W. 130th St.
Chicago, IL 60642

Architect of Record:
The Lakota Group
3100 W. 130th St.
Chicago, IL 60642

Structural Engineer:
The Lakota Group
3100 W. 130th St.
Chicago, IL 60642

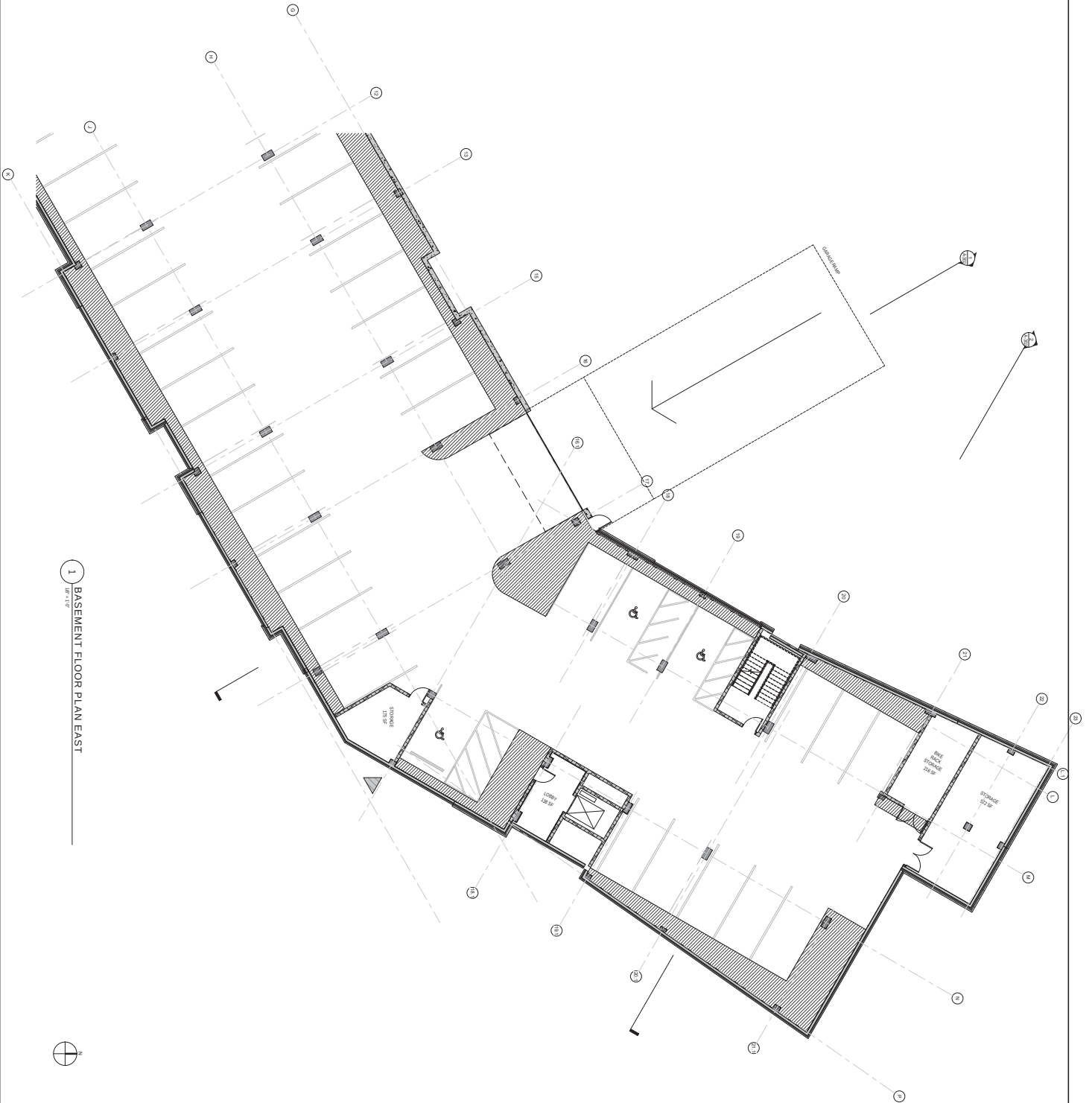
Electrical Engineer:
The Lakota Group
3100 W. 130th St.
Chicago, IL 60642

PROJECT TITLE:
Presbyterian Homes -
The Moorings

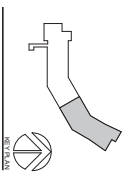
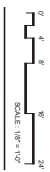
PROJECT NO.:
102120

OWNER:
811 E. Central Rd.
Arlington Heights, IL 60005

**OVERALL BASEMENT
FLOOR PLAN**



NO.	DESCRIPTION	DATE
1	Revised	07/03/2024
2	Revised	07/03/2024
3	Revised	07/03/2024
4	Revised	07/03/2024
5	Revised	07/03/2024
6	Revised	07/03/2024
7	Revised	07/03/2024
8	Revised	07/03/2024
9	Revised	07/03/2024
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13	Revised	07/03/2024
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15	Revised	07/03/2024
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17	Revised	07/03/2024
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19	Revised	07/03/2024
20	Revised	07/03/2024
21	Revised	07/03/2024
22	Revised	07/03/2024
23	Revised	07/03/2024
24	Revised	07/03/2024



**PERKINS
+ EASTMAN**

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Fire Protection Engineer
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Transportation Engineer
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Environmental Engineer
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Acoustic Engineer
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Energy Engineer
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Health and Safety Engineer
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Construction Manager
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General Contractor
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Architectural Researcher
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Architectural Liaison
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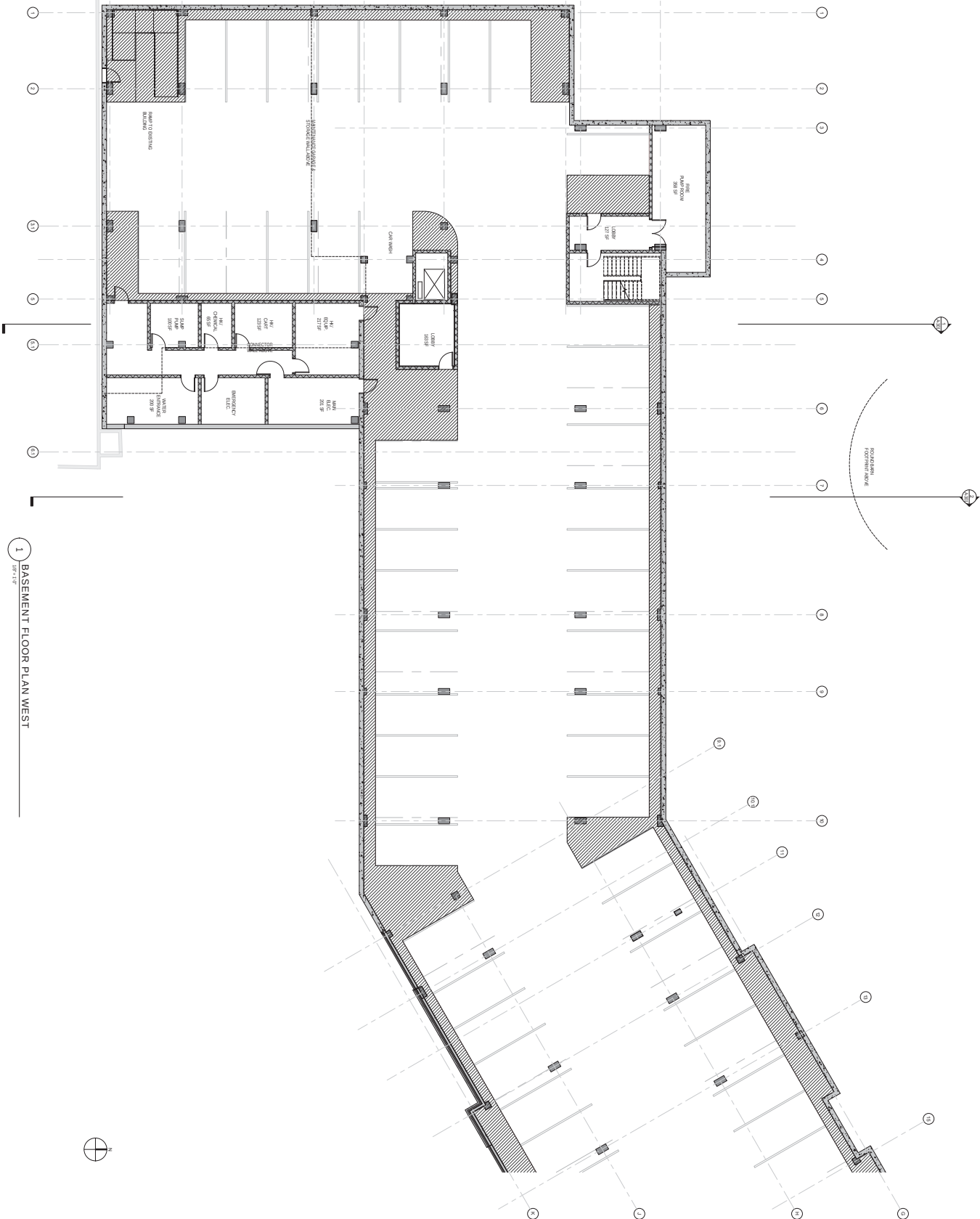
Architectural Assistant
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Architectural Intern
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F: 312.329.1001

A-100A

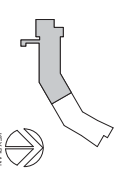
ISSUED FOR PLAN COMMISSION
RESUBMISSION
07/03/2024

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



1 BASEMENT FLOOR PLAN WEST
1/8"=1'-0"

NO.	DESCRIPTION	DATE
1	Revised drawing	07/03/2024
2		
3		
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**PERKINS
EASTMAN**
200 N. LAKE ST.
CHICAGO, IL 60601
P: 312.527.1000
F: 312.527.1001

Owner:
The Moorings of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60005
P: 847.939.0000
F: 847.939.0001

CHS / RFP:
Eastman Consulting Associates
8410 Oakton
Oak Brook, IL 60452
P: 630.582.8239
F: 630.582.8239

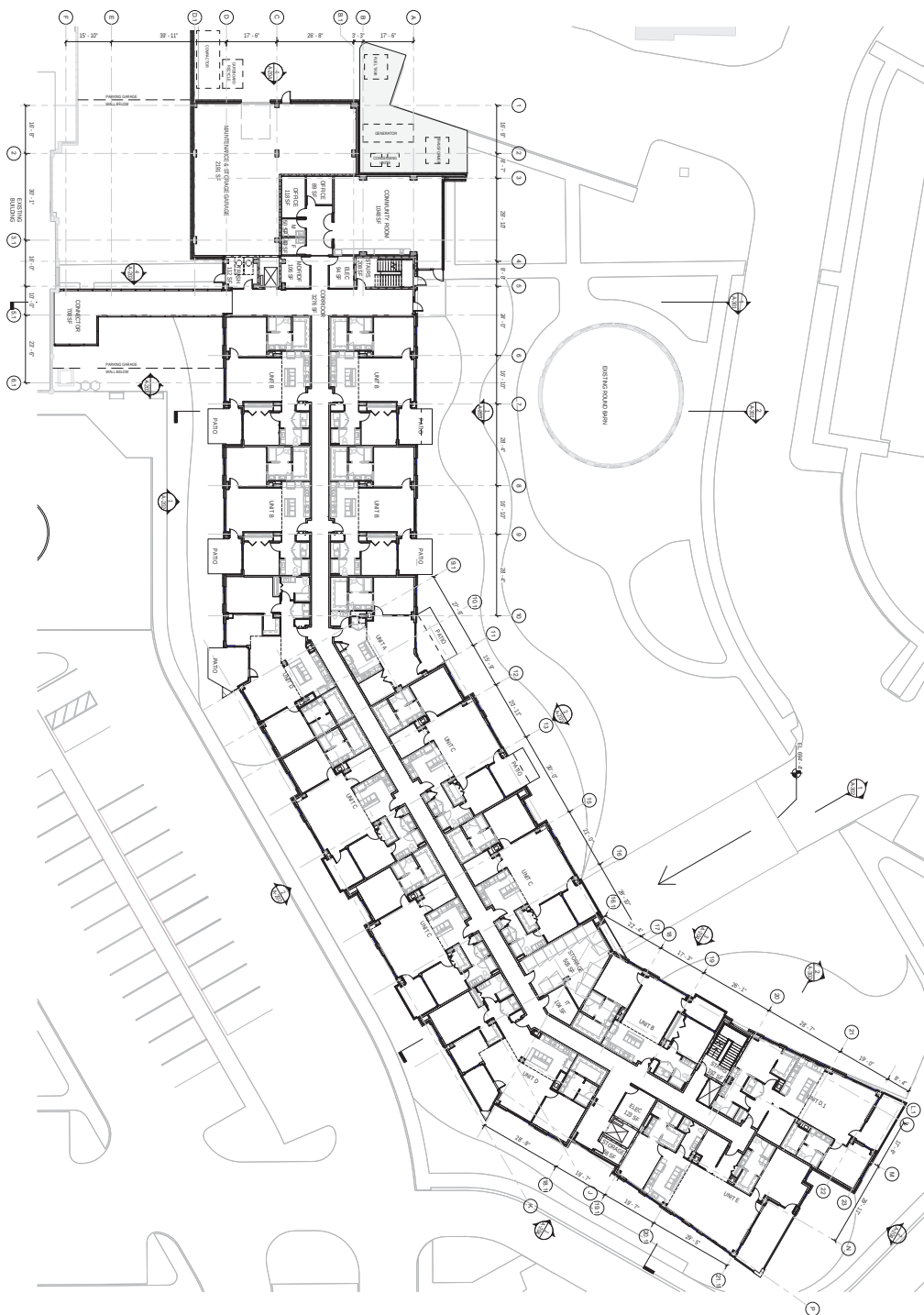
Architect:
The Labadie Group
3110 W. Lake Street, Suite 100
Arlington Heights, IL 60005
P: 847.939.0000
F: 847.939.0001

Interior Design:
The Labadie Group
3110 W. Lake Street, Suite 100
Arlington Heights, IL 60005
P: 847.939.0000
F: 847.939.0001

PROJECT TITLE:
Presbyterian Homes -
The Moorings

**811 E. Central Rd.
Arlington Heights, IL 60005**
PROJECT No. 102120
DATE/NO. TITLE:
**BASEMENT FLOOR
PLAN WEST**

SCALE: 1/8"=1'-0"
A-100B
ISSUED FOR PLAN COMMISSION
RESUBMISSION
07/03/2024



1 OVERALL FIRST FLOOR PLAN
1/16" = 1'-0"

UNIT TYPES		
UNIT	COUNT	TYPES
UNIT A	5	1 BED + 15.64 M ² WDN
UNIT B	26	0 BED + 26.01 M ² WDN
UNIT C	1603	0 BED + 26.01 M ² WDN
UNIT D	20	0 BED + 16.03 M ² WDN
UNIT E	1603	0 BED + 26.01 M ² WDN
UNIT F	5	0 BED + 26.01 M ² WDN
UNIT G	1793	2 BED + 26.01 M ² WDN
TOTAL NO. OF UNITS	70	

[illegible]



1 LEVEL 1 FLOOR PLAN EAST

PROJECT TITLE
Presbyterian Homes -
The Moorings

811 E Central Rd
Aurora Heights, IL 60005

DRAWING TITLE
PROJECT No. 102120
FIRST FLOOR PLAN
EAST

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

A-101A

ISSUED FOR PLAN COMMISSION
RESUBMISSION
07.03.2024

OWNER
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

ARCHITECT
PERKINS
EASTMAN
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

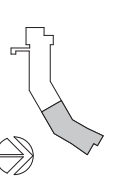
ENGINEER
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

LANDSCAPE
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

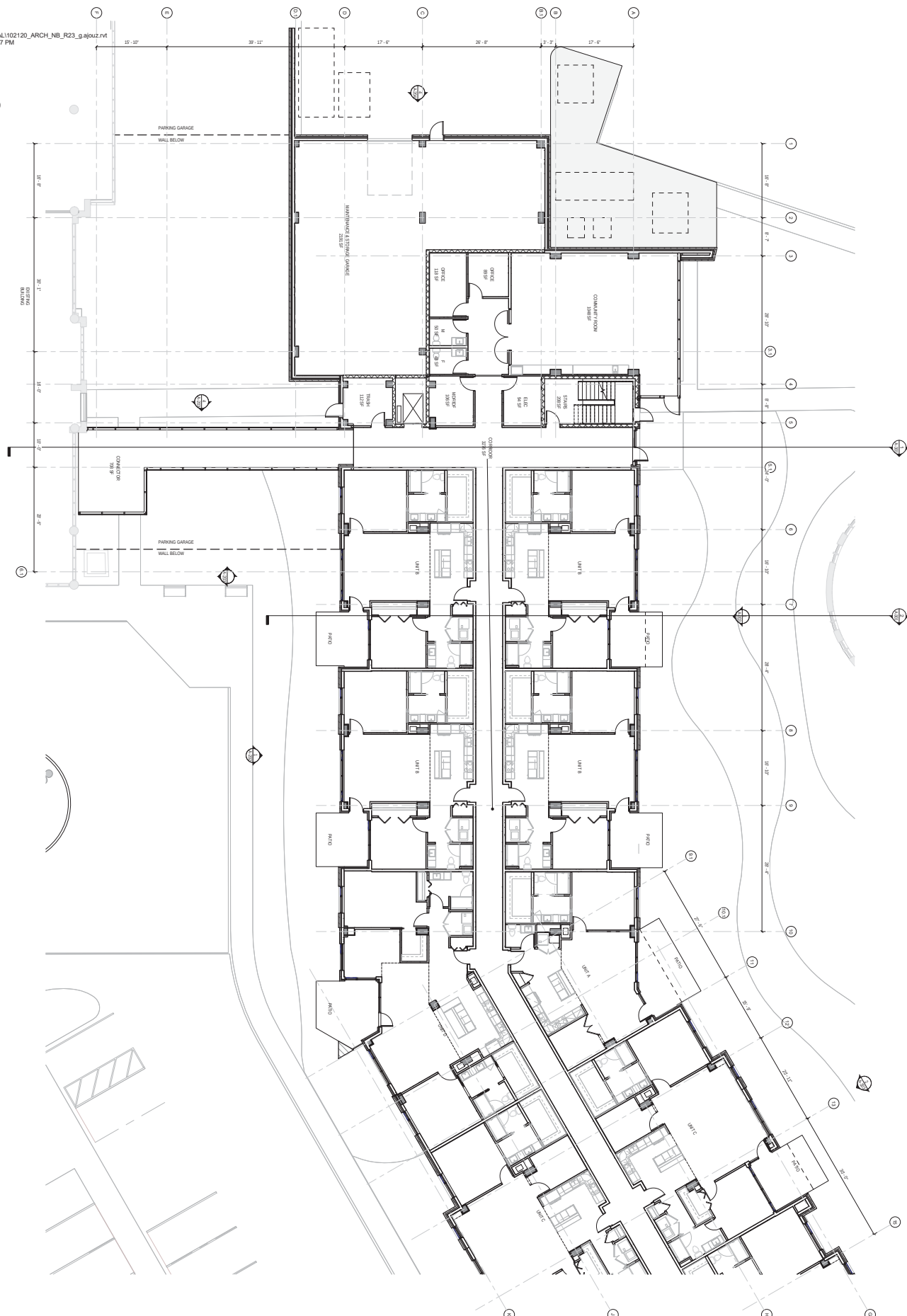
MECHANICAL & ELECTRICAL
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

STRUCTURAL
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

INTERIOR DESIGN
The Moorings of Arlington Heights
1000 N. Central Ave.
Aurora Heights, IL 60005
P: 708.328.1000

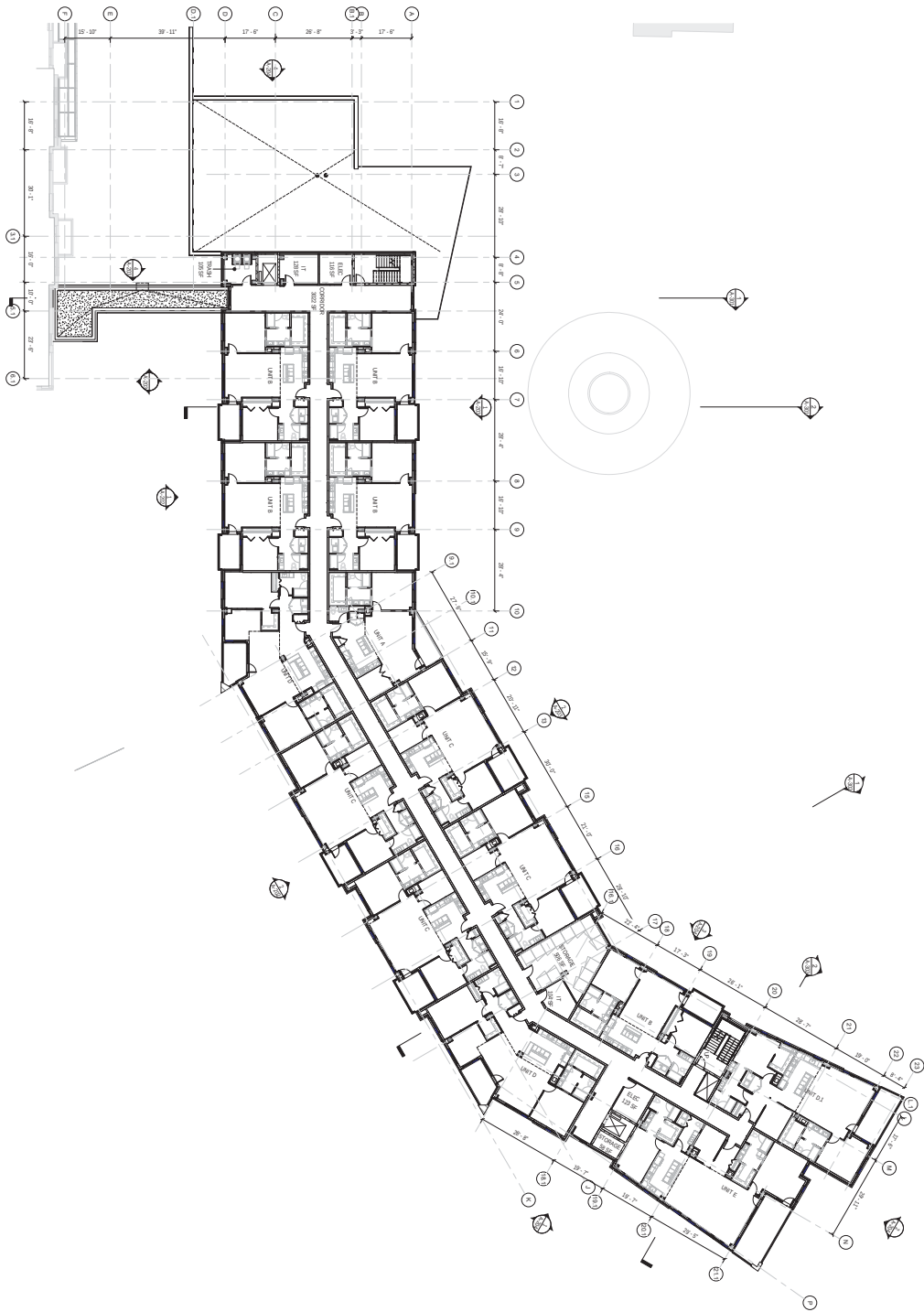


NO.	DESCRIPTION	DATE
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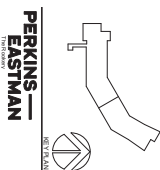
PROJECT TITLE	Presbyterian Homes The Moonings
341 E. CHURCH RD Arlington Heights, IL 60005	
PROJECT No. 102720	
DRAWING TITLE	FIRST FLOOR PLAN WEST
SCALE	1/8" = 1'-0"
A-101B	
ISSUED FOR PLAN COMMISSION	
REVISION/ISSUE	
07/03/2024	

1 OVERALL LEVEL 2 TO 4 FLOOR PLAN



UNIT TYPES	
UNIT	COUNT
UNIT A	5
UNIT B	20
UNIT C	20
UNIT D	5
UNIT E	5
TOTAL NO. OF UNITS	70

NO.	DESCRIPTION	QTY	UNIT
1	RESIDENTIAL UNIT	70	



Owner:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Architect:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Engineer:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Landmark:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

General Contractor:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Designer:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Finish:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Furnishings:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Lighting:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Landscaping:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Security:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Signage:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Storage:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Trenching:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Walling:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Windows:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Doors:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Stairs:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Elevators:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Corridors:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Lobby:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Entrance:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Exit:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

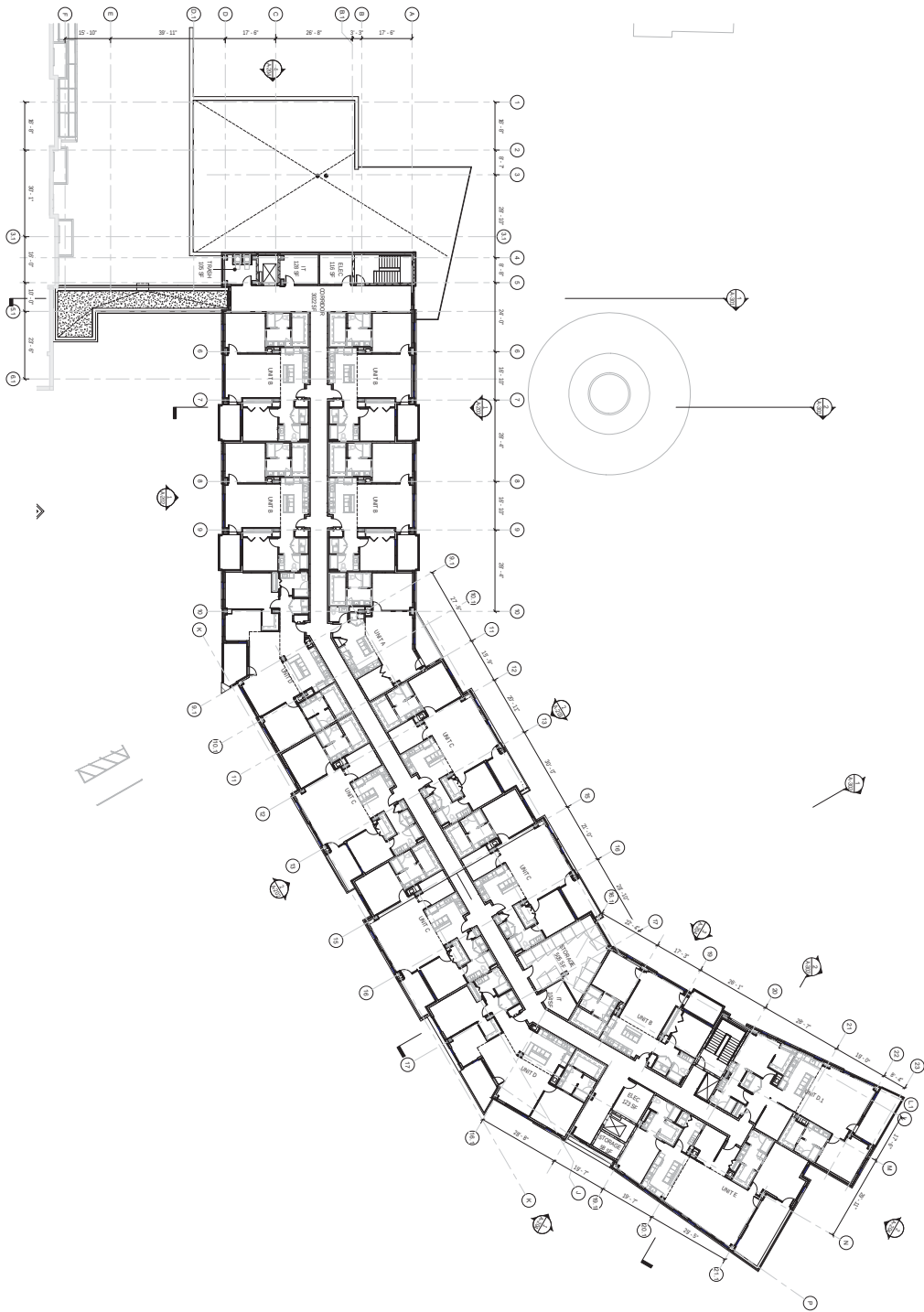
Interior Staircase:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Elevator Lobby:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Elevator Shaft:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

Interior Elevator Landing:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 100
Arlington Heights, IL 60015
P: 708.399.1000

1 OVERALL LEVEL 5 FLOOR PLAN



UNIT TYPES		UNIT COUNT		UNIT AREA		UNIT TYPE	
UNIT A	5	5	1000 SF	1 BED / 1.5 BATH W/DB	1000 SF	1 BED / 1.5 BATH W/DB	1000 SF
UNIT B	20	20	1000 SF	2 BED / 2 BATH	1000 SF	2 BED / 2 BATH	1000 SF
UNIT C	20	20	1000 SF	2 BED / 2 BATH W/DB	1000 SF	2 BED / 2 BATH W/DB	1000 SF
UNIT D	20	20	1000 SF	2 BED / 2 BATH W/DB	1000 SF	2 BED / 2 BATH W/DB	1000 SF
UNIT E	5	5	1000 SF	2 BED / 2 BATH W/DB	1000 SF	2 BED / 2 BATH W/DB	1000 SF
UNIT F	5	5	1000 SF	2 BED / 2 BATH W/DB	1000 SF	2 BED / 2 BATH W/DB	1000 SF
TOTAL NO. OF UNITS		70					

NO.	DESCRIPTION	QTY	UNIT
1	RESIDENTIAL UNIT	70	
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3	RESIDENTIAL UNIT	70	
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70	RESIDENTIAL UNIT	70	



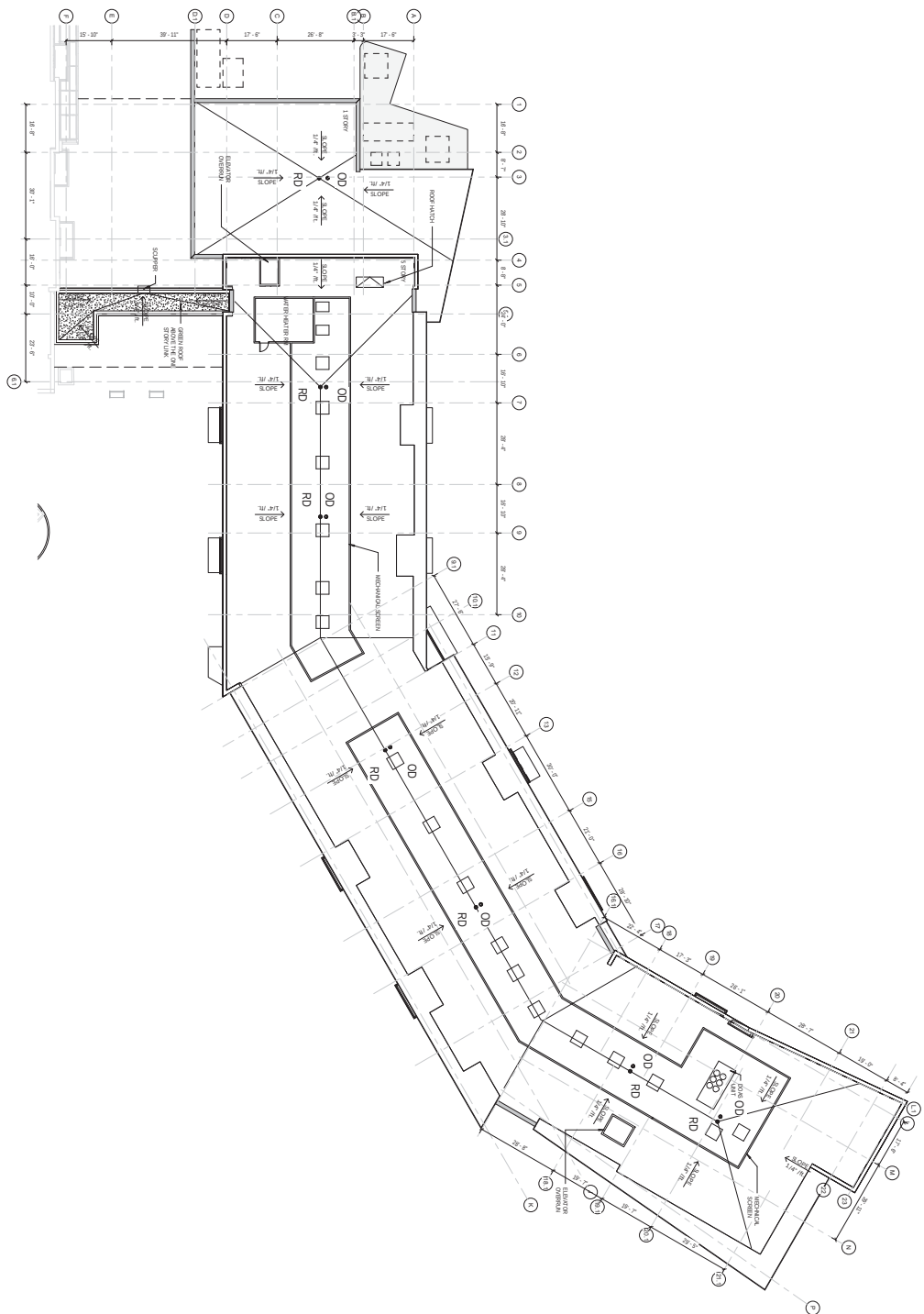
PERKINS
EASTMAN

Project:
The Moorings of Arlington Heights
1111 W. Lake Street, Suite 1000
Arlington Heights, IL 60005
Phone: 847.399.1000
Fax: 847.399.1001
Email: info@perkins-eastman.com
Website: www.perkins-eastman.com
Chicago Office:
1111 W. Lake Street, Suite 1000
Arlington Heights, IL 60005
Phone: 847.399.1000
Fax: 847.399.1001
Email: info@perkins-eastman.com
Website: www.perkins-eastman.com
New York Office:
1111 W. Lake Street, Suite 1000
Arlington Heights, IL 60005
Phone: 847.399.1000
Fax: 847.399.1001
Email: info@perkins-eastman.com
Website: www.perkins-eastman.com

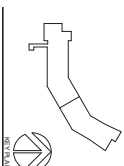
PROJECT TITLE:
Presbyterian Homes -
The Moorings

PROJECT NO.: 102120
OVERALL FIFTH
FLOOR PLAN

A-105
ISSUED FOR PLAN COMMISSION
RESUBMISSION
07.03.2024



1 OVERALL ROOF PLAN
 $\Delta\theta^* = 1.0^\circ$

**PERKINS —
EASTMAN**

The Registry
209 South LaSalle St., Suite 400
Chicago, IL 60604
T: +1.312.766.1200
F: +1.312.766.1155

Owner:

The Moorings of Arlington Heights
811 E. Central Rd., Arlington Heights, IL
847-979-3970

Carl / Ste:
Eriksson Engineering Associates
145 Commerce Drive, Suite A, Graydon
630-286-0259

Landscape:
The Lakota Group

One East Wacker Dr., Suite 2700, Chicago, IL 60601-3000
312-467-6145 x 202

Mechanical & Plumbing:
Sales Office
815 Wabash, Chicago, IL 60605
312.670.5149

Medical

SALAS O'Brien
855 S Wabash, Chicago, IL 60605
312-870-5142

PROJECT TITLE: Presbyterian H-

The Moorings

811 E Central Rd
Arlington Heights, IL 60005

PROJECT No: 102120

ROOF PLAN

SCALE 116 = 1:0

A-10

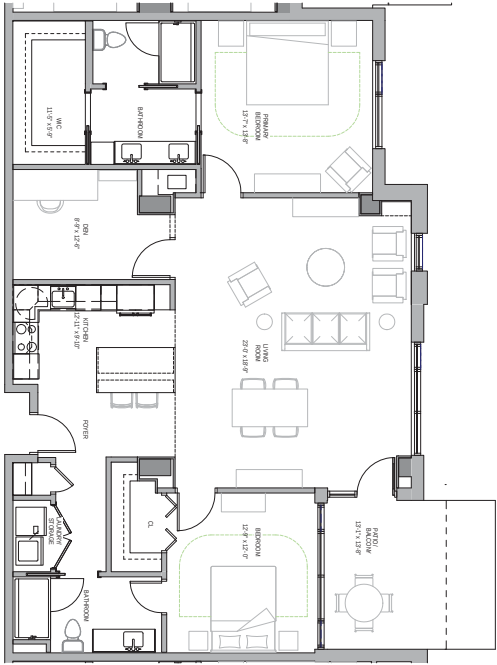
ISSUED FOR PLAN COMMITTEE
RESUBMISSION

07.03.2024

EXHIBIT O

Unit Plans

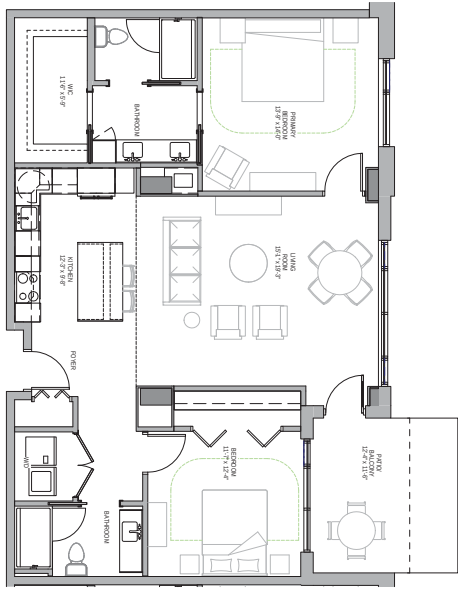
3 UNIT C
10' x 11'0"



1 UNIT A
10' x 11'0"



2 UNIT B
10' x 11'0"



4 UNIT D
10' x 11'0"



NO.	DESCRIPTION	DATE
1	Revised drawing	07/03/2024



Owner:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 1000
Arlington Heights, IL 60015
P: 847.399.1000
F: 847.399.1001

Architect:
The Housing of Arlington Heights
1111 W. Lake Street, Suite 1000
Arlington Heights, IL 60015
P: 847.399.1000
F: 847.399.1001

Engineer:
Erikson Engineering Associates
635 S. Wacker Drive, Suite 1000
Chicago, IL 60605
P: 312.467.4600
F: 312.467.4601

Interior Designer:
The Lakota Group
3100 N. Lincoln Avenue, Suite 1000
Chicago, IL 60641
P: 773.467.4600
F: 773.467.4601

Manufacturer of Furnishings:
The Lakota Group
3100 N. Lincoln Avenue, Suite 1000
Chicago, IL 60641
P: 773.467.4600
F: 773.467.4601

General Contractor:
The Lakota Group
3100 N. Lincoln Avenue, Suite 1000
Chicago, IL 60641
P: 773.467.4600
F: 773.467.4601

PROJECT TITLE
Presbyterian Homes -
The Moorings

PROJECT NO.
102120

DRAWING TITLE
ENLARGED UNIT
PLANS

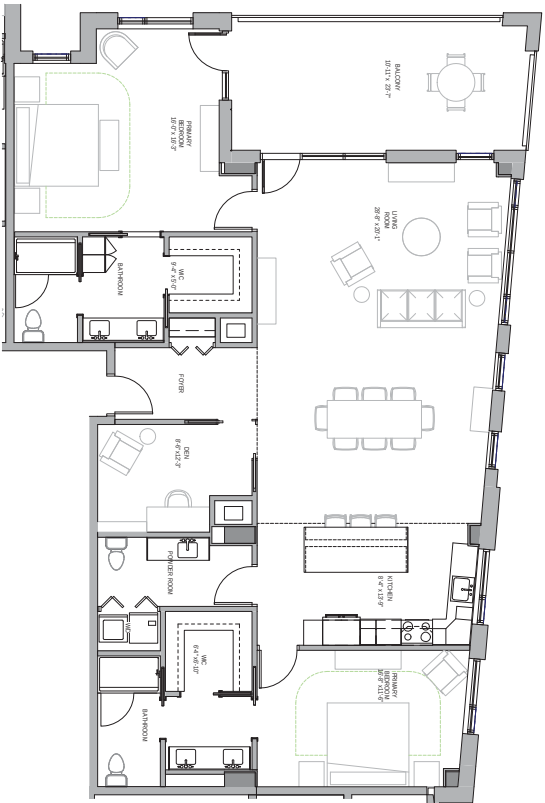
A-401

ISSUED FOR PLAN COMMISSION
RESUBMISSION
07/03/2024

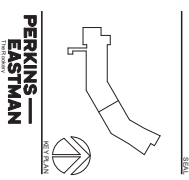
[illegible]

UNIT D.1

1 $10^6 = 1 \cdot 10^6$



UNITÉ 2
187 = 1.07



209 South Lafayette St., Suite 400
Chicago, IL 60604
T. +1.312.766.1200
F. +1.312.766.1155

Owner:
The Moorings of Arlington Heights
811 E. Central Rd., Arlington Heights, IL 60005
847-979-3970

Carl / Sbr:
Elkisson Engineering Associates
145 Commerce Drive, Suite A, Graystone, L 60030
630-286-8259

Landscaper:
The Lakota Group
One East Wacker Dr., Suite 2700, Chicago, IL 60601
312-667-5445 x 202

Mechanical & Plumbing:
Sala &'Brien
815 S Wabash, Chicago, IL 60605
312-870-6142

Electrolit
Sales O'Brien
875 S Wabash, Chicago, IL 60605
312-370-5142

PROJECT TITLE: Presbyterian Homes -

The Moorings

811 E Central Rd
Arlington Heights, IL 60005

PROJECT No: 102120

DRAWING TITLE:

ENLARGED UNIT

PLANS

SCALE: 14 = 1-0*

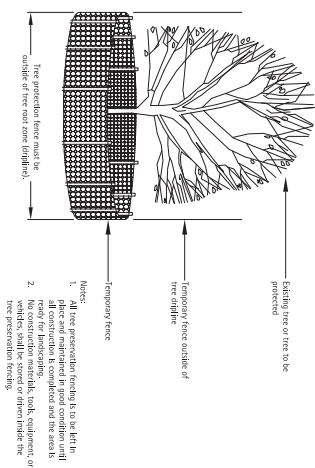
A-102

ISSUED FOR PLAN COMMISSION
RESUBMISSION

07.03.2024

EXHIBIT P

Tree Survey and Preservation Plan



	Existing Tree to Remain
	Existing Tree to be Removed

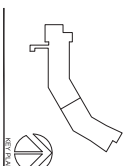
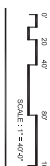
Proposed Site Plan Alterations to Building Footprint

Assumed Limit of Work

Tree Preservation and Removals Notes

- [illegible]

No.	Description	Date
1	Plan Completion Reevaluation	07.03.2004
2	Plan Completion Revision	06.07.2004



**PERKINS
EASTMAN**

Received October 10, 1987; accepted February 16, 1988.

Overlaid:
Geobutofan Monomer

919 CANINE CANY, SUITE TWO, CHICAGO,
847-679-1970

Eriksson Engineering Associates
145 Commerce Drive, Suite A, Grosse Pointe
6310-206-8250

Landscape:
The Lakota Ground

312-467-6445 x 202

Salus O'Brien
616 S. Wabash, Chicago, IL 60605
312-870-6142

Electrical:
Sales Overdue

312-870-5142

DOO LFOY YIVJ

Presbyterian H-

New IL Buildin

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Arlington Heights, IL 60005

PROJECT No: 102120

TREE SURVEY

PLAN

SCALE: _____

00-7

ISSUED FOR PLAN COMMITTEE
RESUBMISSION

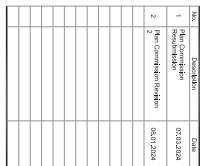
08.01.2024

1. The tree inventory below includes all trees on the Mooring's Property, however, all trees are not part of this project scope. Please note project scope limits on the Tree Survey and Preservation Plan, Sheet L1A.
2. Preserved trees shall have tree protection. Trees noted as no action are outside of the project limits.

[illegible]

EXHIBIT Q

Landscape Plan



Assumed limit of work

Tree or Shrub Planted in May 2024
See Landscape Screening Exhibit,
Sheet L-102, for more information

1. All plant material shall be top-quality grade, free of defects, and meet accepted horticultural standards established by the american nurseryman's association (aan) and as deemed appropriate by landscape architect. landscape architect shall have the right to reject any, and all, plant material

- [illegible]

1. Prior to mulching tree and shrub planting areas, apply time-release fertilizer by broadcasting over entire planting areas. Rate is to manufacturer's

1. Prior to mulching new and/or planting areas, apply three-times fertilizer by broadcasting over entire planting area. Direct to manufacturer's seed and 3-8% liquid fertilizer to be used at less than 10% soluble phosphorus and 10% soluble nitrogen.
2. All planting slots receive a slow-release fertilizer with a ratio of 10:10:10.
3. All trees and shrub beds shall receive a minimum of 3" thick shredded hardwood mulch top-dressed.
4. All perennials and groundcover beds shall be top-dressed with two inches (2") minimum of mushroom compost.
5. See specifications for additional information regarding fertilizer and mulching.

1. All plants shall be thoroughly watered in at time of planting and watered and maintained throughout construction until final acceptance by owner. Contractor shall water all plants immediately after planting. Flood plants twice during the first twenty-four (24) hours after planting. Landscape contractor shall generally all trees, shrubs, perennials, and ornamental grasses under this contract will be healthy and in flourishing condition of active growth one year from date of final acceptance. See specifications for additional information regarding maintenance and warranties.

PROJECT No: 102120

DRAWING TITLE:
LANDSCAPE
PLAN

L-101



Legend

- | | |
|---|---------------------------|
|  | Existing Tree to Preserve |
|  | Proposed Shade Tree |
|  | Proposed Landscape Trees |
|  | Proposed Landscape Trees |
|  | Proposed Landscape Tree |
|  | Proposed Landscape Tree |
|  | Parking Lot |
|  | Steel Deck |
|  | Steel Deck |
|  | Proposed Line of Work |
|  | Tree to be Preserved |



**PERKINS —
EASTMAN**
The Bookery
200 South Village Dr. • Suite 400
Bryn Mawr, PA 19001
(610) 526-1100

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Over:
Pradyotkumar Hemraj

8379 Shalom Blvd, Suite 100, Shalom
847-476-3070

Erkisson Engineering Associates
745 Commerce Drive, Suite A, Grayson
636-299-6159

The Lubella Group

One East Wacker Dr., Suite 2700, Chicago, IL 60601-4447 • 202-212-8187 • Fax 202-212-8187 • 202-212-8187 • 202-212-8187

Sherrill & Hering:
Sas O'Brien
411 S. Wabash, Chicago, IL 60605
312.467.1111

Technical

Sales Office
811 S. Wacker Drive, Chicago, IL 60605
312-467-0162

PROJECT TITLE: _____

Presbyterian H
New 11 Building

NEW LEARNING

811 E Central Rd
Baltimore, MD 21202

2019年12月31日

PROJECT NO:102120

LANDSCAPE
SCREENING

EXHIBIT

Notes

L-10

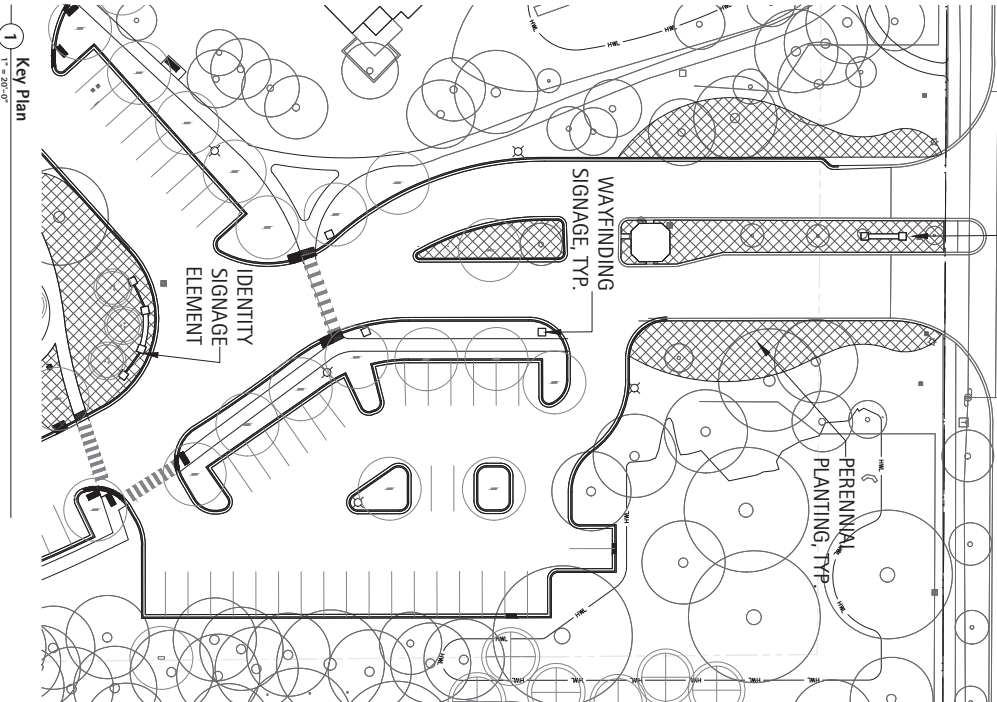
ISSUED FOR PLAN COMMISSION
RESUBMISSION

06.10.2024

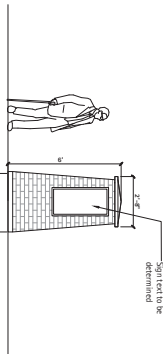
EXHIBIT R

Signage Plan

ENTRY MONUMENT SIGNAGE



Elevation



Illustrative Rendering



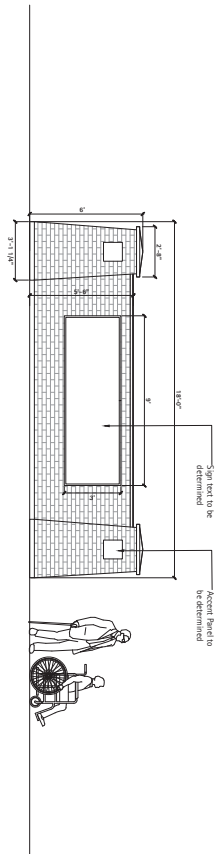
2 Wayfinding Signage

Scale: 3/8" = 1'-0"

Illustrative Rendering



Elevation

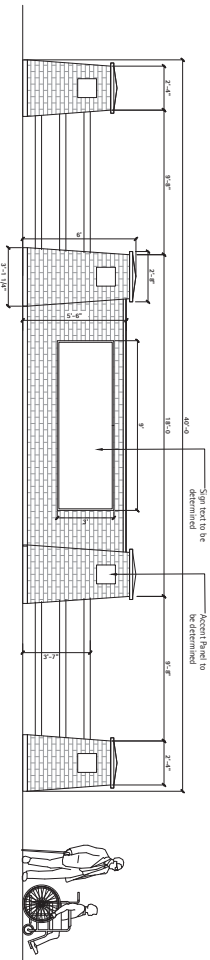


3 Entry Monument Signage

Scale: 3/8" = 1'-0"



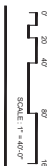
Elevation



4 Identity Signage Element

Scale: 3/8" = 1'-0"

No.	Description	Date
1	Final Construction Presentation	07.28.2024
2	Final Construction Revision	08.01.2024



PERKINS + EASTMAN

ARCHITECTS

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Masonry & Finishing: S&B OF ILLINOIS
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General: S&B OF ILLINOIS
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312.870.0142

Presbyterian Homes - New IL Building

811 E. CENTRAL RD
AURORA HEIGHTS, IL 60005
PROJECT NO. 102120
DRAWING TITLE
SIGNAGE ELEMENTS

L-201

ISSUED FOR PLAN COMMISSION
08.01.2024

EXHIBIT S

Photometric Site Plan

EXHIBIT T

Design Option 1



Option 1
Presbyterian Homes - The Moorings

EXHIBIT U

Preliminary Stormwater Report

The Moorings of Arlington Heights Independent Living Addition Preliminary Stormwater Management Report

811 E Central Rd

In Accordance with Metropolitan Water Reclamation District of Greater Chicago Stormwater Management Ordinance and Village of Arlington Heights Stormwater Management Ordinance.

May 24th, 2024

Revised August 1, 2024

Prepared by:

Chris Fish, PE

Eriksson Engineering Associates, Ltd.



145 Commerce Drive, Ste A, Grayslake, IL 60030
847.223.8404

www.eea-ltd.com

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 - d. Record Calculations (MWRD Permit 87-787)
- Appendix 2 –Calculations
 - a. Site Information and Calculation Summary
 - b. TP-40 Modified Rational Method Calculation
 - c. Bulletin 75 Modified Rational Method Calculation
 - d. Nomograph Bulletin-75
 - e. Volume Provided
 - f. Restrictor Calculations

THE MOORINGS OF ARLINGTON HEIGHTS

INDEPENDENT LIVING ADDITION

STORMWATER MANAGEMENT NARRATIVE

EXISTING CONDITION

The Moorings Campus is a 41 acre retirement community that consists of Villa Cottages, Independent Living Apartments, Assisted Living Apartments, Skilled Care Units, and Memory Care Units. The campus was first constructed in 1987 with the last major renovations/additions occurring in 2016.

Stormwater management is provided for the campus in seven separate basins, as shown in the Existing Campus Drainage Exhibit in Appendix 1. Zones A, C, D, and E are tributary to a 72" Mount Prospect Sewer at the southeast corner of the site. Zones B and F are tributary to a 21" Arlington Heights sewer in Central Rd.

PROPOSED CONDITION

The project will include a new 70-unit independent living expansion between the existing round barn and main entrance. Associated site improvements will include revised/new parking areas, utility connections, re-routed campus utility infrastructure, walking paths, stormwater management infrastructure, and re-alignments of Moorings Dr and Old Barn Ln. Area disturbance will be approximately 6 acres.

The expansion and site improvements will affect four existing stormwater management areas, A (West Lake), E (East Lake), B (North Basin), and F (Northeast Basin). The future parking lot addition will affect a separate tributary area, area D (Southeast Basin). Updated Rate and Volume control storage shall be provided for all disturbed areas. Calculation methodology shall be to calculate the required detention for undisturbed or maintenance areas using the modified rational method with TP-40 rainfall data. Required detention for disturbed areas shall be calculated using the modified rational method with bulletin 75 rainfall data. Total required detention shall be calculated by adding the undisturbed required volume and the most conservative disturbed area calculation for each tributary area. The allowable release rate shall be based on the Village of Arlington Heights more conservative 0.18 cfs/acre allowance.

A summary of each area disturbance can be found below, also see area summaries and the Tributary Area Exhibit found in this report.

Tributary Area A (West Lake):

West Lake is the largest tributary area at the Moorings. The outlet connects to a 48" sewer at the south end of the property and ultimately goes to a 72" Mount Prospect storm sewer. Disturbance is limited to a small parking area off of Old Barn Lane, totaling 0.02 acres of new impervious area. The West Lake tributary was last designed in 2015 using bulletin 70 rainfall data. Undisturbed areas were therefore calculated using the modified rational method with bulletin 70 rainfall data. The newly disturbed area was analyzed using the modified rational method with bulletin 75 rainfall data.

New Impervious Area = 0.02 acres

Detention Required for disturbed area = 0.009 ac-ft

Undisturbed Detention Volume Required = 4.624 ac-ft

Total Required Detention Volume = 4.633 ac-ft
Existing Detention Volume Provided = 4.650 ac-ft

Tributary Area E (East Lake):

East Lake is the primary tributary for the project disturbance, totaling 2.39 acres of new impervious area. The East Lake tributary was last designed in 1987 using TP-40 rainfall data. Undisturbed areas are therefore calculated using the modified rational method with TP-40 data. The newly disturbed area was analyzed using the modified rational method with bulletin 75 rainfall data. To accommodate the newly required detention volume a new wet basin will be constructed that is connected to East lake with an equalizer pipe. We will call the newly created basin, which is part of tributary area E, Entrance Basin. The outlet from East Lake is tributary to the Southeast Basin and ultimately to the 72" Mount Prospect storm sewer.

New Impervious Area = 2.39 acres
Detention Required for disturbed area = 1.348 ac-ft
Undisturbed Detention Volume Required = 0.962 ac-ft
Total Required Detention Volume = 2.310 ac-ft
Detention Volume Provided = 2.340 ac-ft

Tributary Area D (Southeast Basin):

The southeast basin is an existing dry basin with no proposed disturbance to the tributary area. The owner is proposing a future parking lot that would create approximately 0.19 acres of new impervious area. This will be analyzed in the future in greater detail. Conceptual calculations are provided in this report utilizing TP-40 rainfall for undisturbed areas and Bulletin 75 for new impervious areas. The southeast basin is tributary to the 72" Mount Prospect storm sewer.

New Impervious Area = 0.19 acres
Detention Required for disturbed area = 0.080 ac-ft
Undisturbed Detention Volume Required = 0.498 ac-ft
Total Required Detention Volume = 0.578 ac-ft
Existing Detention Volume Provided = 1.170 ac-ft

Tributary Area C (Southwest Basin):

The southwest basin was last re-designed in 2015 and is tributary to a 48" storm sewer at the south end of the property, ultimately tributary to the 72" Mount Prospect storm sewer. There is currently no proposed or future planned disturbance of this tributary area.

New Impervious Area = 0.00 acres
Detention Required for disturbed area = 0.000 ac-ft
Undisturbed Detention Volume Required = 1.021 ac-ft
Total Required Detention Volume = 1.021 ac-ft
Detention Volume Provided = 1.110 ac-ft

Tributary Area F (Northeast Basin):

The northeast basin was designed in 1987 and is believed to be tributary to a 21" combined sewer located in Central Rd. There is 0.35 acres of new impervious area proposed for this basin. The east and north sides of the existing basin shall be revised to re-create the berms necessary to provide the required freeboard. There are several mature trees located within the basin with the goal being to save as many as possible. Undisturbed area calculations were done using TP-40 data while new impervious areas were calculated with Bulletin 75 data.

New Impervious Area = 0.35 acres

Detention Required for disturbed area = 0.150 ac-ft

Undisturbed Detention Volume Required = 0.056 ac-ft

Total Required Detention Volume = 0.206 ac-ft

Detention Volume Provided = 0.300 ac-ft

Tributary Area B (North Basin):

The north basin was last designed in 1987 and is believed to be tributary to a 21" combined sewer located in Central Rd. Due to the geometry of the proposed site developments this tributary will shrink by approximately 1 acre. The proposed disturbance for this tributary is 0.94 acres. Improvements to this basin will include converting to a wet basin, which will increase storage volume and allow for emergent plantings along the edges. Undisturbed areas were modeled using TP-40 data while new areas were modeled using Bulletin 75 data.

New Impervious Area = 0.94 acres

Detention Required for disturbed area = 0.516 ac-ft

Undisturbed Detention Volume Required = 0.831 ac-ft

Total Required Detention Volume = 1.347 ac-ft

Detention Volume Provided = 1.670 ac-ft

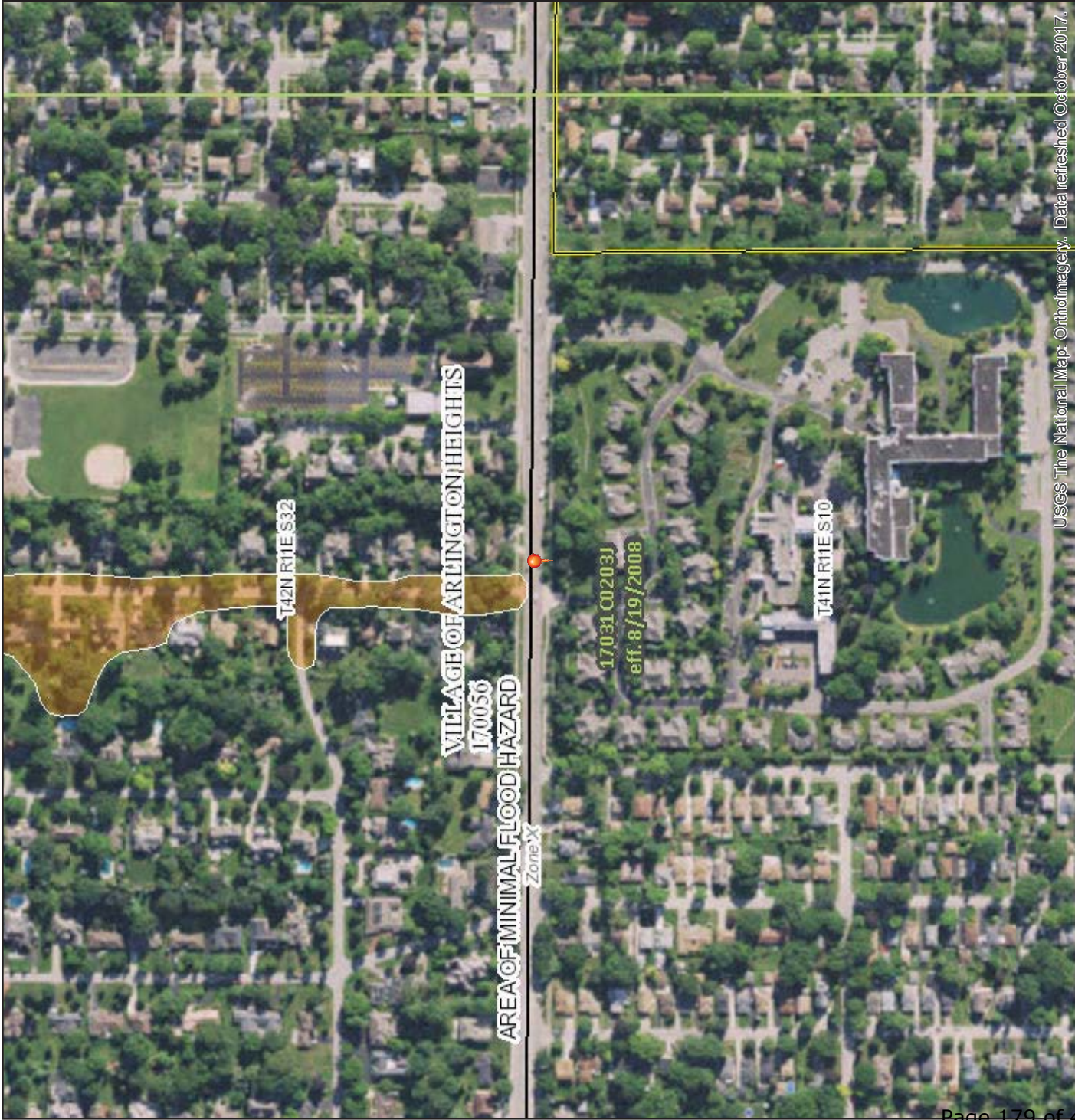
APPENDIX 1

Maps

National Flood Hazard Layer FIRMette



42°4'12.53"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS



0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile **Zone X**



OTHER AREAS OF FLOOD HAZARD



OTHER AREAS



GENERAL STRUCTURES

OTHER FEATURES

MAP PANELS

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

MAP PANELS

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

MAP PANELS

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

MAP PANELS



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **10/8/2018 at 10:31:06 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

87°58'4.34"W

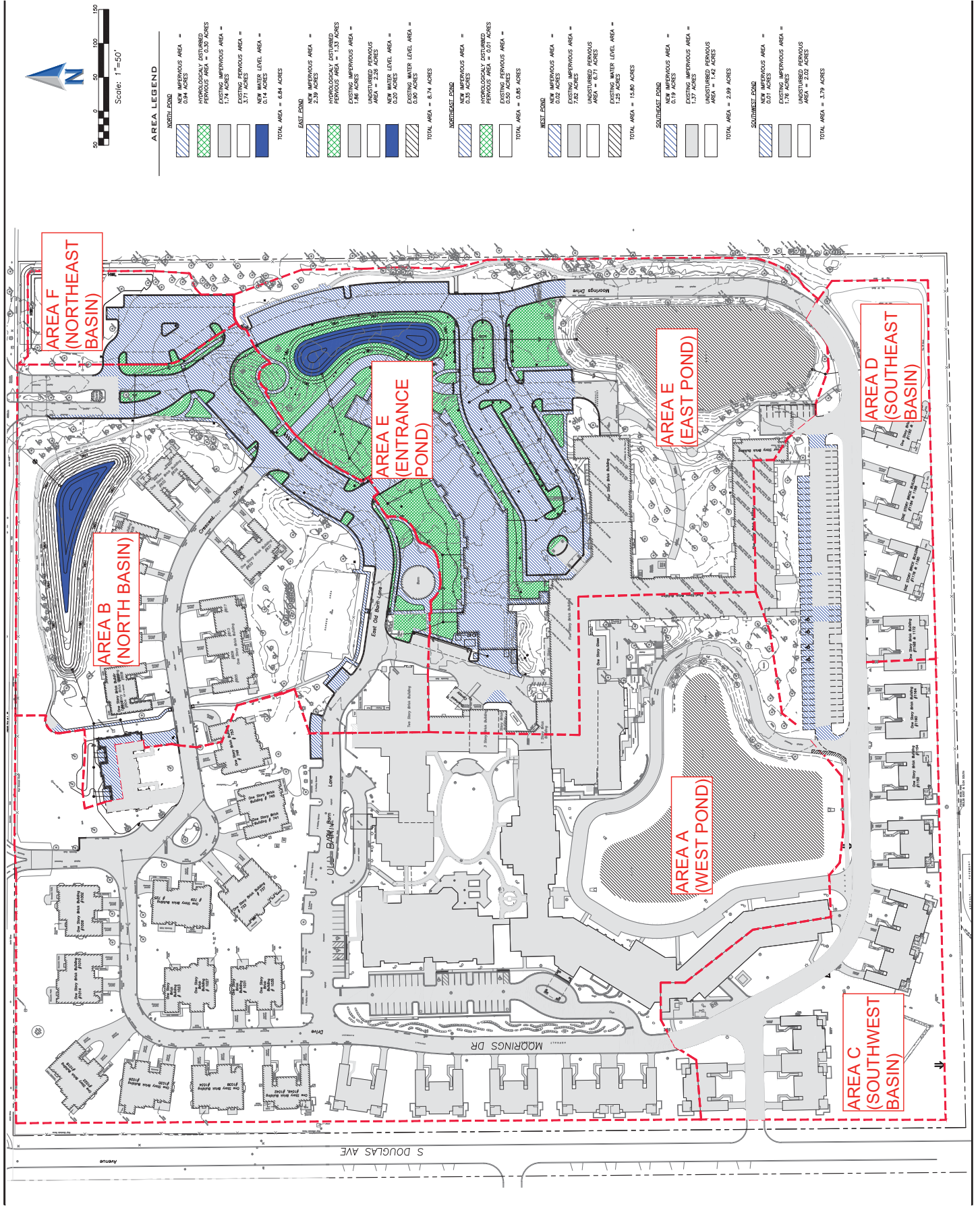
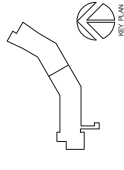
Uses The National Map: Orthoimagery. Data refreshed October 2017.

42°3'45.82"N



Custom Soil Resource Report Soil Map



[illegible]

**PERKINS—
EASTMAN**
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OWNER:
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Structural:
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Mechanical & Plumbing:

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312-870-5142

Elevator Consultant:
Jenkins & Huntington
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603-325-4415

Envelope Consultant:

PROJECT TITLE:
Brochytarian Homes

The Moorings

PROJECT No: 102120
DRAWING TITLE:

SCALE

DEX-100

ISSUED FOR SCHEMATIC DESIGN

06.21.2024

DETENTION RELEASE RATE SUMMARY

1. TOTAL SITE AREA = 42.1 ACRES

$$T_c = 45 \text{ MIN.} \quad I_3 = 1.91 \text{ IN/HR}, \quad C = 0.15$$

$$\text{ALLOWABLE SITE RELEASE RATE} = (42.1)(1.91)(0.15) = 12.06 \text{ CFS}$$

2. AREA TRIBUTARY TO DETENTION BASINS

$$= 8.0 + 2.10 + 6.26 + 4.17 + 14.86 + 4.02 = 39.41 \text{ AC.}$$

3. UNRETAINED AREA = $42.10 - 39.41 = 2.69 \text{ AC.}$

Note:

IMPERVIOUS AREA = 0.48 AC

Existing Impervious

PERVIOUS AREA = 2.21 AC

area is approximately

2.8 ACs. for

$$C = \frac{(0.48 \times 0.95) + (2.21 \times 0.2)}{2.69} = 0.33$$

which dev. is not

required. (developed prior

to 1972). Therefore $T_c = 45 \text{ MIN.}$ $I_{100} = 3.45 \text{ IN/HR}$

credit could be given

for unrestricted release $Q_{\text{unret.}} = (2.69)(3.45)(0.33) = 3.06 \text{ CFS}$
in equal area.4. ALLOWABLE DETENTION BASIN RELEASE = $12.06 - 3.06 = 9.00 \text{ CFS}$

$$\text{allowable release } 39.41 \times 1.91 \times 0.15 = 11.29 \text{ CFS.}$$

ACTUAL BASIN RELEASE RATES

NORTH	2.23 CFS ✓
NORTHEAST	0.60 CFS ✓
EAST & SOUTHWEST	2.25 CFS ✓
WEST & SOUTHWEST	3.89 CFS ✓

TOTAL BASIN RELEASE 8.97 CFS ✓ 2×11.29

etc.

NORTH DETENTION POND

87-787

VOLUME TO ELEV. 689.5

EL.	685.5	0	2664	318
1.33	686	5328	1906	8496
1.66	687	11664	9588	14724
2.9	688	17784		18864
3.92	689	19944		10360
3.97	689.5	21096		

Invert
684.81

50013 = 1.15 AC-ft

TOTAL = 55,108 CF
= 1.27 AF

ALLOWABLE REL. RATE = 2.29 CFS
H = 689.5 (NWL) - 685.47 (TOP OF 8" PIPE) = 4.08
ASSUME 8" PIPE

$$Q = (0.349) \left[\frac{4.08}{2(32.2)} + \frac{2.87(0.013)^2(100)}{(0.67)^2} \right]^{1/2} = 2.23$$

OK
2.26

∴ USE 8" PIPE

NORTH DETENTION BASIN

87-787

Attachment 1

A	B	C	D	E
Duration Time (Hrs.) (Min.)	Intensity for 100-Yr. Storm (In. / Hr.)	Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	Stored Rate (Col. C-Line 11) (cfs)	Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac. - Ft.)
0.17 10	7.60	40.74	38.45	0.53
0.33 20	5.50	29.48	27.19	0.76
0.50 30	4.40	23.58	21.29	0.89
0.67 40	3.70	19.83	17.54	0.97
0.83 50	3.20	17.15	14.86	1.03
1.0 60	2.80	15.01	12.72	1.06
1.5 90	2.10	11.26	8.97	1.12
2.0 120	1.70	9.11	6.82	1.14
3.0 180	1.20	6.43	4.14	1.04
4.0 240	1.00	5.36	3.07	1.02

COMPOSITE 'C'

IMPERVIOUS AREA = 3.1 ACRES

PERVIOUS AREA = 4.9 ACRES

TOT. 8.0 ACRES

$$C = \frac{(3.1 \times 0.95) + (4.9 \times 0.5)}{8.0} = 0.67$$

87-787

NORTHEAST DETENTION BASIN

VOLUME TO ELEV 688.0

ELEV.	686.5	0	1494	996
	687	5977	7318	
1.47	688	8659		

TOTAL 8812 CF 8314
 = 0.20 AF 119 AC FT.

ALLOWABLE RELEASE RATE = 0.60 CFS

$$H = 688 \text{ (NWL)} - 686.82 \text{ (TOP OF 6" PIPE)} = 1.18$$

ASSUME 6" PIPE

$$Q = (0.196) \left[\frac{1.18}{\frac{1+0.1}{2(32.2)} + \frac{2.87(0.013)^2(90)}{(0.5)^{4/3}}} \right]^{1/2} = 0.60 \text{ CFS } \checkmark \text{ OK}$$

∴ USE 6" PIPE

Attachment 1

87-787

A		B	C 1.05	D 0.60	E
Duration Time (Hrs.) (Min.)		Intensity for 100-Yr. Storm (In./Hr.)	Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	Stored Rate (Col. C-Line 11) (cfs)	Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac.-Ft.)
0.17	10	7.60	7.98	7.38	0.10
0.33	20	5.50	5.78	5.18	0.14
0.50	30	4.40	4.62	4.12	0.17
0.67	40	3.70	3.89	3.29	0.18
0.83	50	3.20	3.36	2.76	0.19
1.0	60	2.80	2.94	2.34	0.20
1.5	90	2.10	2.21	1.61	0.20 ←
2.0	120	1.70	1.79	1.19	0.20
3.0	180	1.20	1.26	0.66	0.17
4.0	240	1.00	1.05	0.45	0.15

IMP. AREA = 0 AC.

PERV. AREA = 2.10 AC.

C = 0.50

87-787

EAST LAKE

VOLUME TO ELEV. 689

686	34,452 SF	39618(3) = 2.73 AF
689	44,784 SF	

TOTAL ALLOWABLE RELEASE TO 48" STORM
SEWER AS PER VILLAGE = 6.90 CFS

TOTAL TRIBUTARY AREA = 6.26 + 4.17 + 14.86 + 4.02
= 29.31 ACRES

ALLOWABLE RELEASE RATE (EAST LAKE =

$$= \frac{6.26}{29.31} \times 6.9 = 1.47 \text{ CFS}$$

$$Q = A \left[\frac{K_e + K_o}{2g} + \frac{2.87 n^2 L}{D^{4/3}} \right]^{1/2}$$

$$Q = 1.47 \text{ CFS}$$

$$A = \text{RELEASE PIPE CROSS SECTION (8')} = 0.349 \text{ SF}$$

$$H = \text{HEAD} = 689 - 688 = 1.0' \quad (\text{DIFF IN HWL}) \checkmark$$

$$L = \text{LENGTH OF PIPE} = 83'$$

$$K_e = 1$$

$$K_o = 0.1$$

$$G = 32.2$$

$$n = 0.013$$

$$D = \text{PIPE DIAMETER} = 0.67'$$

$$Q = (0.349) \left[\frac{1 + 0.1}{2(32.2)} + \frac{2.87 (0.013)^2 (83)}{(0.67)^{4/3}} \right]^{1/2} = 1.19 \text{ CFS} \checkmark$$

USE 8" PIPE

7 of 19

THE MOORINGS EAST LAKE

Attachment 1

87-787

A Duration Time (Hrs.) (Min.)		B Intensity for 100-Yr. Storm (In./Hr.)	C 4.38 Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	D 1.47 Stored Rate (Col. C-Line 11) (cfs)	E Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac.-Ft.)
0.17	10	7.60	33.30	31.83	0.44
0.33	20	5.50	24.10	22.63	0.63
0.50	30	4.40	19.28	17.81	0.74
0.67	40	3.70	16.21	14.74	0.82
0.83	50	3.20	14.02	12.55	0.87
1.0	60	2.80	12.27	10.80	0.90
1.5	90	2.10	9.20	7.73 ^{8.01}	0.96
2.0	120	1.70	7.45	5.98 ^{6.26}	1.00 ←
3.0	180	1.20	5.26	3.79 ^{4.27}	0.95
4.0	240	1.00	4.38	2.91 ^{3.19}	0.97

COMPOSITE "C"

IMP. AREA	2.84 AC
PER. AREA	3.42 AC
	<u>6.26 AC</u>

$$C = \frac{(2.84)(0.95) + (3.42)(0.5)}{6.26} = 0.70$$

87-787

SOUTHEAST DETENTION BASIN

VOLUME TO ELEV. 688

682	0	600
683	3600	5994
684	8388	19368
685	10980	24840
688	13860	

$$\text{TOTAL PROVIDED} = 50,802 \text{ CF} \\ = 1.17 \text{ AF}$$

$$\text{ALLOWABLE RELEASE RATE} = \frac{4.17}{29.31} \times 6.90 = 0.98 \text{ CFS}$$

$$\text{TOTAL RELEASE RATE} = 0.98 + 1.47 \text{ (EAST LAKE)} = 2.45 \text{ CFS}$$

ASSUME 6" RELEASE PIPE

$$H = 688 \text{ (HWL)} - 679.30 \text{ (TOP OF 6 PIPE)} = 8.70'$$

$$D = 0.5' \quad A = 0.196 \text{ SF}$$

$$Q = (0.196) \left[\frac{8.70}{\frac{1+0.1}{2(32.2)} + \frac{2.87(0.013)^2(40)}{(0.50)^{4/3}}} \right]^{1/2} = 2.25 \text{ CFS} < 2.45$$

∴ USE 6" RELEASE PIPE

87-782

Attachment 1

A		B	C 2.63	D 0.98	E
Duration Time (Hrs.) (Min.)		Intensity for 100-Yr. Storm (In./Hr.)	Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	Stored Rate (Col. C-Line 11) (cfs)	Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac.-Ft.)
0.17	10	7.60	19.99	19.01	0.26
0.33	20	5.50	14.47	13.49	0.37
0.50	30	4.40	11.57	10.59	0.44
0.67	40	3.70	9.73	8.75	0.49
0.83	50	3.20	8.42	7.44	0.51
1.0	60	2.80	7.36	6.38	0.53
1.5	90	2.10	5.52	4.54	0.57
2.0	120	1.70	4.47	3.49	0.58 ←
3.0	180	1.20	3.16	2.18	0.55
4.0	240	1.00	2.63	1.65	0.55

COMPOSITE "C"

$$\begin{aligned}
 \text{IMP. AREA} &= 1.21 \text{ AC} \\
 \text{PER. AREA} &= \frac{2.96 \text{ AC}}{4.17} \\
 &= 0.71 \text{ AC}
 \end{aligned}$$

$$C = \frac{(1.21 \times 0.95) + (2.96 \times 0.5)}{4.17} = 0.63$$

87-787

WEST LAKE

VOL. TO ELEV. 690

686	46296 SF	54,900(4) = 5.04 AF
690	63504 SF	

ALLOWABLE REL. RATE = $\frac{14.86}{29.31} \times 6.90 = 3.50$ CFS

H = 690 MWL - 686.07 (TOP OF 10" PIPE) = 3.93

ASSUME 10" PIPE

$$Q = \left[\frac{1 + 0.1}{2(37.2)} + \frac{2.87(0.013)^2 150}{(0.83)^{4/3}} \right]^{1/2} \cdot 3.93 = 0.545 = 3.25 \text{ CFS} \checkmark$$

OK

$\therefore$ USE 10" PIPE

WEST LAKE

87-787

Attachment 1

A		B	C	D	E
Duration Time (Hrs.) (Min.)		Intensity for 100-Yr. Storm (In./Hr.)	Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	Stored Rate (Col. C-Line 11) (cfs)	Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac.-Ft.)
0.17	10	7.60	73.42	69.92	0.97
0.33	20	5.50	53.13	49.63	1.37
0.50	30	4.40	42.50	39.00	1.62
0.67	40	3.70	35.74	32.24	1.79
0.83	50	3.20	30.91	27.41	1.90
1.0	60	2.80	27.05	23.55	1.96
1.5	90	2.10	20.29	16.79	2.10
2.0	120	1.70	16.42	12.92	2.15
3.0	180	1.20	11.59	8.09	2.02
4.0	240	1.00	9.66	6.16	2.05

COMPOSITE 'C'

$$\begin{aligned}
 \text{IMP. AREA} &= 5.0 \text{ AC} \\
 \text{PERV. AREA} &= 9.86 \text{ AC} \\
 \text{TOT} &= 14.86 \text{ AC.}
 \end{aligned}$$

$$C = \frac{(5.0 \times 0.95) + (9.86 \times 0.50)}{14.86} = 0.65$$

87-787

SOUTHWEST DETENTION POND

VOLUME TO ELEV. 688.0

684.65	0	235
685	2160	7182
686	12,204	13,302
687.5	15,516	20,790

$$\text{TOTAL} = 36,235 \text{ CF} = 0.65 \text{ AF} \checkmark$$

$$\text{ALLOWABLE RELEASE RATE} = \frac{4.02}{29.31} \times 6.90 = 0.95 \text{ CFS}$$

$$\text{TOTAL REL. RATE} = 0.95 + 3.50 \text{ (FROM WEST LAKE)} = 4.45 \text{ CFS}$$

ASSUME 8" PIPE

$$H = 688 \text{ (H.W.L.)} - 682.58 \text{ (TOP OF 8" PIPE)} = 5.42'$$

$$Q = 0.349 \left[\frac{5.42'}{\frac{1+0.1}{2(32.2)} + \frac{2.97(0.013)^2(32)}{(0.67)^{4/3}}} \right]^{1/2} = 3.89 \text{ CFS} \checkmark \quad \text{JK}$$

USE 8" PIPE

SOUTHWEST BASIN

87-787

Attachment 1

A		B	C 2.65	D 0.95	E
Duration Time (Hrs.) (Min.)		Intensity for 100-Yr. Storm (In./Hr.)	Inflow Rate (Line 1 x Line 14 x Col. B) (cfs)	Stored Rate (Col. C-Line 11) (cfs)	Reservoir Size (Col. A(Hrs.) x Col. D + 12) (Ac.-Ft.)
0.17	10	7.60	20.14	19.19	0.27
0.33	20	5.50	14.58	13.63	0.38
0.50	30	4.40	11.66	10.71	0.45
0.67	40	3.70	9.81	8.86	0.49
0.83	50	3.20	8.48	7.53	0.52
1.0	60	2.80	7.42	6.47 ^{1.93}	0.54 ^{.62}
1.5	90	2.10	5.57	4.62 ^{3.47}	0.57 ^{0.65}
2.0	120	1.70	4.51	3.56 ^{2.54}	0.59 ^{0.64}
3.0	180	1.20	3.18	2.23	0.56
4.0	240	1.00	2.65	1.70	0.57

COMPOSITE "C"

IMP. AREA 1.39 AC
 PER. AREA 2.63 AC
 4.02 AC

$$C = \frac{(1.39 \times 0.95) + (2.63 \times 0.50)}{4.02} = 0.66$$

APPENDIX 2.1

CALCULATIONS

EAST LAKE
TRIBUTARY E

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024
Revised 7/3/2024

AREA E - EAST LAKE TRIBUTARY

Total Detained Area =		8.74	acres	0.00785		sq mi	Village	MWRD		
EXISTING AREA	Development Area =	5.02	acres	$C_{\text{impervious}}$	=	0.95	0.90	$CN_{\text{impervious}}$	=	98
	Impervious Area =	1.86	acres	C_{water}	=	1.00	1.00	CN_{water}	=	100
	Water Area =	0.90	acres	C_{pervious}	=	0.50	0.45	CN_{pervious}	=	80
	Pervious Area =	2.26	acres	C	=	0.76	0.71	CN	=	90.2
	% Imp = 37.1%									
				0.00581		sq mi	Village	MWRD		
DISTURBED AREA	Development Area =	3.72	acres	$C_{\text{impervious}}$	=	0.95	0.90	$CN_{\text{impervious}}$	=	98
	Impervious Area =	2.39	acres	C_{water}	=	1.00	1.00	CN_{water}	=	100
	Water Area =	0.20	acres	C_{pervious}	=	0.50	0.45	CN_{pervious}	=	80
	Pervious Area =	1.33	acres	C	=	0.84	0.79	CN	=	96.9
	% Imp = 64.2%									

	Existing	Disturbed	Total	
Allowable Release Rate =	0.18	0.18		cfs/acre
	0.904	0.670	1.574	cfs

MAXIMUM RESTRICTOR DIAMETER =		5.86	in
ACTUAL RESTRICTOR DIAMETER =		5.85	in
ALLOWABLE RELEASE RATE =		1.574	cfs
ACTUAL RELEASE RATE =		1.543	cfs
VOLUME CONTROL IMPERVIOUS AREA =		104006	SF
VOLUME CONTROL REQUIREMENT =		8667	CF
VOLUME CONTROL PROVIDED =		-	CF
		Existing	Disturbed
DETENTION VOLUME REQUIRED =		0.962	1.348
TOTAL DETENTION VOLUME REQUIRED =		2.310	acre-ft
TOTAL DETENTION PROVIDED =		2.340	acre-ft
Restrictor Invert=		685.50	
Basin High Water Elevation=		688.00	
Basin Spill Elevation=		688.50	+/-

MODIFIED RATIONAL METHOD: TP-40 RAINFALL DATA

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: East Basin - Undisturbed Detention Requirement

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

5.020

acres

2. Runoff Coefficient

0.760

3. Actual Release Rate

0.904

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.962

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
10 min	7.60	29.00	28.09	0.387
20 min	5.50	20.98	20.08	0.553
30 min	4.40	16.79	15.88	0.656
40 min	3.70	14.12	13.21	0.728
50 min	3.20	12.21	11.30	0.779
1 hr	2.80	10.68	9.78	0.808
1.5 hr	2.10	8.01	7.11	0.881
2 hr	1.70	6.49	5.58	0.923
3 hr	1.20	4.58	3.67	0.911
4 hr	1.00	3.82	2.91	0.962
5 hr	0.84	3.20	2.30	0.951
6 hr	0.73	2.79	1.88	0.933
7 hr	0.65	2.48	1.58	0.912
8 hr	0.58	2.21	1.31	0.865
9 hr	0.53	2.02	1.12	0.832
10 hr	0.49	1.87	0.97	0.798
11 hr	0.46	1.75	0.85	0.774
12 hr	0.43	1.64	0.74	0.730
13 hr	0.40	1.53	0.62	0.668
14 hr	0.38	1.45	0.55	0.631
15 hr	0.36	1.37	0.47	0.582
16 hr	0.34	1.30	0.39	0.520
17 hr	0.33	1.26	0.36	0.499
18 hr	0.31	1.18	0.28	0.415
19 hr	0.30	1.14	0.24	0.378
20 hr	0.29	1.11	0.20	0.335
21 hr	0.28	1.07	0.16	0.285
22 hr	0.27	1.03	0.13	0.229
23 hr	0.26	0.99	0.09	0.167
24 hr	0.25	0.95	0.05	0.099

←

MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: Moorings of Arlington Heights PERMIT NUMBER: _____

LOCATION: East Basin - Disturbed Area Detention (VAH) DATE: 7/2/2024

DEVELOPMENT INFORMATION

1. Detained Area	3.720	acres
2. Composite Runoff Coefficient	0.840	
3. Actual Release Rate	0.670	cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume	1.348	ac-ft
------------------------------	-------	-------

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	38.62	37.95	0.261
10 min	10.80	33.75	33.08	0.456
15 min	9.28	29.00	28.33	0.585
20 min	8.04	25.12	24.45	0.674
30 min	6.34	19.81	19.14	0.791
40 min	5.28	16.50	15.83	0.872
50 min	4.55	14.22	13.55	0.933
1 hr	4.03	12.59	11.92	0.985
1.5 hr	3.03	9.47	8.80	1.091
2 hr	2.49	7.78	7.11	1.175
3 hr	1.83	5.72	5.05	1.252
4 hr	1.48	4.62	3.95	1.307
5 hr	1.25	3.91	3.24	1.337
6 hr	1.07	3.34	2.67	1.326
7 hr	0.96	3.00	2.33	1.348
8 hr	0.86	2.69	2.02	1.334
9 hr	0.79	2.47	1.80	1.338
10 hr	0.72	2.25	1.58	1.306
11 hr	0.67	2.09	1.42	1.294
12 hr	0.62	1.94	1.27	1.261
18 hr	0.45	1.40	0.73	1.084
24 hr	0.36	1.12	0.45	0.884

←

RESTRICTOR SIZING CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

AREA E - EAST LAKE TRIBUTARY

VILLAGE / MWRD RESTRICTOR

$$\begin{aligned}\text{High Water Elevation} &= 688.50 \\ C_D &= 0.61 \quad (\text{constant}) \\ G &= 32.20 \quad \text{ft/sec}^2 \\ \text{Inv. restrictor} &= 685.40 \\ Q_{\text{allowable}} &= 1.574 \quad \text{cfs}\end{aligned}$$

$$\begin{aligned}\Delta h &= h_{\text{we}} - \text{Inv.} - 1/2 \text{ Dia.} \\ &= 2.86 \quad \text{ft.}\end{aligned}$$

$$\begin{aligned}Q &= C_D A (2gh)^{1/2} \\ A_{\text{restrictor}} &= (Q_{\text{allowable}}) / (C_D (2gh)^{1/2}) \\ A_{\text{restrictor}} &= 27.39 \quad \text{in}^2 \\ D_{\text{restrictor}} &= 5.906 \quad \text{in}\end{aligned}$$

$$\Rightarrow \text{Restrictor diameter} = 5.850 \text{ inches}$$

Calculate release rate based on restrictor diameter:

$$\begin{aligned}D_{\text{restrictor}} &= 5.850 \text{ in.} \\ A_{\text{restrictor}} &= 26.86 \text{ in}^2 \\ \Delta h &= 2.86\end{aligned}$$

$$Q = C_D A (2gh)^{1/2}$$

$$Q_{\text{release}} = 1.543 \text{ c.f.s.}$$

DETENTION VOLUME PROVIDED

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER:

LOCATION: Existing East Basin

DATE: 5/23/2024

AREA UNITS (CHOOSE WITH DROP-DOWN)

Units:

ft²

POND / VAULT / SURFACE DETENTION VOLUME

Elevation (ft)	Area (ft ²)	Average Area (ft ²)	Increment Volume (ac-ft)	Cumulative Volume (ac-ft)
685.50	0.00			0.00
		21064.50	0.73	
687.00	42129.00			0.73
		43764.50	1.00	
688.00	45400.00			1.73

STORM SEWER DETENTION VOLUME

Diameter (in)	Length (ft)	Volume (ac-ft)

TOTAL DETENTION VOLUME

Pond / Vault / Surface Detention Volume (ac-ft)

1.73

Storm Sewer Detention Volume (ac-ft)

0.00

Total Detention Volume (ac-ft)

1.73

DETENTION VOLUME PROVIDED

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER:

LOCATION: New East Basin

DATE: 5/23/2024

AREA UNITS (CHOOSE WITH DROP-DOWN)

Units:

ft²

POND / VAULT / SURFACE DETENTION VOLUME

Elevation (ft)	Area (ft ²)	Average Area (ft ²)	Increment Volume (ac-ft)	Cumulative Volume (ac-ft)
685.75	8728.00			0.00
		10404.50	0.30	
687.00	12081.00			0.30
		13510.50	0.31	
688.00	14940.00			0.61

STORM SEWER DETENTION VOLUME

Diameter (in)	Length (ft)	Volume (ac-ft)

TOTAL DETENTION VOLUME

Pond / Vault / Surface Detention Volume (ac-ft)

0.61

Storm Sewer Detention Volume (ac-ft)

0.00

Total Detention Volume (ac-ft)

0.61

OVERFLOW SPILLWAY CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

07/02/24

100-Year Rainfall Event

Peak Runoff Equation: $Q = C \cdot i \cdot A$ (The Rational Formula)

Total Upstream Tributary Area =	8.74	acres
Upstream Tributary Impervious Area =	5.35	acres
Composite Runoff Coefficient =	0.78	
Time of Concentration, T_c =	0.50	
100-year Rainfall Depth (Bulletin 70) =	3.17	inches
100-year Rainfall Intensity =	6.34	inches/hour

100-Year Peak Runoff Rate = 42.97 CFS

Grassed Weir West Section

Weir Equation: $Q = 3.03 L H^{(3/2)}$ (Sharp Crested Weir)

Where: L (length) =	19.00 ft.	Weir Crest Elev. = 689.00
H (head) =	0.25 ft.	Weir Elev. = 688.50

Proposed Peak Overflow Capacity = 7.20 CFS

Grassed Weir Center Section

Weir Equation: $Q = 3.03 L H^{(3/2)}$ (Sharp Crested Weir)

Where: L (length) =	25.00 ft.	Weir Crest Elev. = 689.00
H (head) =	0.50 ft.	Weir Elev. = 688.50

Proposed Peak Overflow Capacity = 26.78 CFS

Grassed Weir East Section

Weir Equation: $Q = 3.03 L H^{(3/2)}$ (Sharp Crested Weir)

Where: L (length) =	45.00 ft.	Weir Crest Elev. = 689.00
H (head) =	0.25 ft.	Weir Elev. = 688.50

Proposed Peak Overflow Capacity = 17.04 CFS

Proposed Peak Overflow Capacity = 51.02 CFS

NORTH BASIN
TRIBUTARY B

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

Revised 5/23/2024
7/2/2024

AREA B - NORTH BASIN TRIBUTARY

Total Detained Area = 6.84 acres

EXISTING CONDITIONS	Development Area =	5.46 acres	0.00853 sq mi	Village	MWRD		
	Impervious Area =	1.74 acres	$C_{\text{impervious}} =$	0.95	0.90	$CN_{\text{impervious}} =$	98
	Gravel Area =	- acres	$C_{\text{gravel}} =$	0.95	0.75	$CN_{\text{gravel}} =$	98
	Pervious Area =	3.71 acres	$C_{\text{pervious}} =$	0.50	0.45	$CN_{\text{pervious}} =$	80
			$C =$	0.64	0.59	$CN =$	85.8
						$\% \text{ Imp} =$	32.0%

DISTURBED AREA	Development Area =	1.38 acres	0.00216 sq mi	Village	MWRD		
	Impervious Area =	0.94 acres	$C_{\text{impervious}} =$	0.95	0.90	$CN_{\text{impervious}} =$	98
	Water Area =	0.14 acres	$C_{\text{water}} =$	1.00	1.00	$CN_{\text{gravel}} =$	100
	Pervious Area =	0.30 acres	$C_{\text{pervious}} =$	0.50	0.45	$CN_{\text{pervious}} =$	80
			$C =$	0.86	0.81	$CN =$	94.3
						$\% \text{ Imp} =$	67.8%

	Existing	Proposed	Total	
Allowable Release Rate =	0.18	0.18		cfs/acre
	0.982	0.248	1.231	cfs

MAXIMUM RESTRICTOR DIAMETER = 4.56 in

ACTUAL RESTRICTOR DIAMETER = 4.55 in

ALLOWABLE RELEASE RATE = 1.231 cfs

ACTUAL RELEASE RATE = 1.224 cfs

VOLUME CONTROL IMPERVIOUS AREA = 40743 SF

VOLUME CONTROL REQUIREMENT = 3395 CF

VOLUME CONTROL PROVIDED = - CF

	Existing	Proposed	
DETENTION VOLUME REQUIRED =	0.831	0.516	acre-ft
TOTAL DETENTION VOLUME REQUIRED =		1.347	acre-ft
TOTAL DETENTION PROVIDED =		1.670	acre-ft

Restrictor Invert=	684.90
Basin High Water Elevation=	690.00
Basin Spill Elevation=	690.50 +/-

MODIFIED RATIONAL METHOD: TP-40 RAINFALL DATA

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: North Basin - Undisturbed Detention Requirement

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

5.460

acres

2. Runoff Coefficient

0.640

3. Actual Release Rate

0.982

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.831

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
10 min	7.60	26.56	25.58	0.352
20 min	5.50	19.22	18.24	0.502
30 min	4.40	15.38	14.39	0.595
40 min	3.70	12.93	11.95	0.658
50 min	3.20	11.18	10.20	0.702
1 hr	2.80	9.78	8.80	0.727
1.5 hr	2.10	7.34	6.36	0.788
2 hr	1.70	5.94	4.96	0.820
3 hr	1.20	4.19	3.21	0.796
4 hr	1.00	3.49	2.51	0.831
5 hr	0.84	2.94	1.95	0.807
6 hr	0.73	2.55	1.57	0.778
7 hr	0.65	2.27	1.29	0.746
8 hr	0.58	2.03	1.04	0.691
9 hr	0.53	1.85	0.87	0.647
10 hr	0.49	1.71	0.73	0.604
11 hr	0.46	1.61	0.63	0.569
12 hr	0.43	1.50	0.52	0.516
13 hr	0.40	1.40	0.42	0.447
14 hr	0.38	1.33	0.35	0.400
15 hr	0.36	1.26	0.28	0.342
16 hr	0.34	1.19	0.21	0.273
17 hr	0.33	1.15	0.17	0.240
18 hr	0.31	1.08	0.10	0.151
19 hr	0.30	1.05	0.07	0.104
20 hr	0.29	1.01	0.03	0.052
21 hr	0.28	0.98	0.00	-0.006
22 hr	0.27	0.94	-0.04	-0.070
23 hr	0.26	0.91	-0.07	-0.140
24 hr	0.25	0.87	-0.11	-0.215

←

MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: The Moorings of Arlington Heights PERMIT NUMBER: _____

LOCATION: East Basin - Disturbed Area Detention (VAH) DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area	1.380	acres
2. Composite Runoff Coefficient	0.860	
3. Actual Release Rate	0.248	cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume	0.516	ac-ft
------------------------------	-------	-------

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	14.67	14.42	0.099
10 min	10.80	12.82	12.57	0.173
15 min	9.28	11.01	10.77	0.222
20 min	8.04	9.54	9.29	0.256
30 min	6.34	7.52	7.28	0.301
40 min	5.28	6.27	6.02	0.332
50 min	4.55	5.40	5.15	0.355
1 hr	4.03	4.78	4.53	0.375
1.5 hr	3.03	3.60	3.35	0.415
2 hr	2.49	2.96	2.71	0.447
3 hr	1.83	2.17	1.92	0.477
4 hr	1.48	1.76	1.51	0.499
5 hr	1.25	1.48	1.24	0.511
6 hr	1.07	1.27	1.02	0.507
7 hr	0.96	1.14	0.89	0.516
8 hr	0.86	1.02	0.77	0.511
9 hr	0.79	0.94	0.69	0.513
10 hr	0.72	0.85	0.61	0.501
11 hr	0.67	0.80	0.55	0.497
12 hr	0.62	0.74	0.49	0.485
18 hr	0.45	0.53	0.28	0.421
24 hr	0.36	0.42	0.18	0.349

←

RESTRICTOR SIZING CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

AREA B - NORTH BASIN TRIBUTARY

VILLAGE / MWRD RESTRICTOR

$$\begin{aligned}\text{High Water Elevation} &= 690.00 \\ C_D &= 0.61 \quad (\text{constant}) \\ G &= 32.20 \quad \text{ft/sec}^2 \\ \text{Inv. restrictor} &= 684.90 \\ Q_{\text{allowable}} &= 1.231 \quad \text{cfs}\end{aligned}$$

$$\begin{aligned}\Delta h &= h_{\text{we}} - \text{Inv.} - 1/2 \text{ Dia.} \\ &= 4.91 \quad \text{ft.}\end{aligned}$$

$$\begin{aligned}Q &= C_D A (2gh)^{1/2} \\ A_{\text{restrictor}} &= (Q_{\text{allowable}}) / (C_D (2gh)^{1/2}) \\ A_{\text{restrictor}} &= 16.34 \quad \text{in}^2 \\ D_{\text{restrictor}} &= 4.561 \quad \text{in}\end{aligned}$$

=> Restrictor diameter = 4.550 inches

Calculate release rate based on restrictor diameter:

$$\begin{aligned}D_{\text{restrictor}} &= 4.550 \quad \text{in.} \\ A_{\text{restrictor}} &= 16.25 \quad \text{in}^2 \\ \Delta h &= 4.91\end{aligned}$$

$$Q = C_D A (2gh)^{1/2}$$

Q_{release} = 1.224 c.f.s.

DETENTION VOLUME PROVIDED

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER:

LOCATION: North Basin

DATE: 5/23/2024

AREA UNITS (CHOOSE WITH DROP-DOWN)

Units:

ft²

POND / VAULT / SURFACE DETENTION VOLUME

Elevation (ft)	Area (ft ²)	Average Area (ft ²)	Increment Volume (ac-ft)	Cumulative Volume (ac-ft)
685.00	6023.00			0.00
		7551.50	0.17	
686.00	9080.00			0.17
		10818.00	0.25	
687.00	12556.00			0.42
		14386.00	0.33	
688.00	16216.00			0.75
		18124.50	0.42	
689.00	20033.00			1.17
		22020.00	0.51	
690.00	24007.00			1.67

STORM SEWER DETENTION VOLUME

Diameter (in)	Length (ft)	Volume (ac-ft)

TOTAL DETENTION VOLUME

Pond / Vault / Surface Detention Volume (ac-ft)

1.67

Storm Sewer Detention Volume (ac-ft)

0.00

Total Detention Volume (ac-ft)

1.67

OVERFLOW SPILLWAY CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

07/02/24

100-Year Rainfall Event

Peak Runoff Equation: $Q = C \cdot i \cdot A$ (The Rational Formula)

Total Upstream Tributary Area =	6.84	acres
Upstream Tributary Impervious Area =	2.82	acres
Composite Runoff Coefficient =	0.69	
Time of Concentration, T_c =	0.25	
100-year Rainfall Depth (Bulletin 75) =	2.32	inches
100-year Rainfall Intensity =	9.28	inches/hour

100-Year Peak Runoff Rate = 43.52 CFS

Grassed Overflow

Weir Equation: $Q = 3.03 L H^{(3/2)}$ (Sharp Crested Weir)

Where: L (length) =	45.00 ft.	Weir Crest Elev. =	659.35
H (head) =	0.50 ft.	Weir Elev. =	658.95

Proposed Peak Overflow Capacity = 48.21 CFS
--

NORTHEAST BASIN
TRIBUTARY F

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

AREA F - NORTHEAST BASIN TRIBUTARY

EXISTING CONDITIONS	Total Detained Area =	0.85 acres	0.00077 sq mi	Village	MWRD		
	Development Area =	0.50 acres	$C_{\text{impervious}} =$	0.95	0.90	$CN_{\text{impervious}} =$	98
	Impervious Area =	- acres	$C_{\text{gravel}} =$	0.95	0.75	$CN_{\text{gravel}} =$	98
	Gravel Area =	- acres	$C_{\text{pervious}} =$	0.50	0.45	$CN_{\text{pervious}} =$	80
	Pervious Area =	0.50 acres	$C =$	0.50	0.45	$CN =$	80.0
						$\% \text{ Imp} =$	0.0%
PROPOSED CONDITIONS			0.00056 sq mi	Village	MWRD		
	Development Area =	0.36 acres	$C_{\text{impervious}} =$	0.95	0.90	$CN_{\text{impervious}} =$	98
	Impervious Area =	0.35 acres	$C_{\text{gravel}} =$	0.95	0.75	$CN_{\text{gravel}} =$	98
	Gravel Area =	- acres	$C_{\text{pervious}} =$	0.50	0.45	$CN_{\text{pervious}} =$	80
	Pervious Area =	0.01 acres	$C =$	0.94	0.89	$CN =$	97.4
						$\% \text{ Imp} =$	96.9%

	Existing	Proposed	Total
Allowable Release Rate =	0.18	0.18	cfs/acre
	0.089	0.065	0.154 cfs

MAXIMUM RESTRICTOR DIAMETER =	1.923	in
ACTUAL RESTRICTOR DIAMETER =	1.900	in
ALLOWABLE RELEASE RATE =	0.154	cfs
ACTUAL RELEASE RATE =	0.150	cfs
VOLUME CONTROL IMPERVIOUS AREA =	15149	SF
VOLUME CONTROL REQUIREMENT =	1262	CF
VOLUME CONTROL PROVIDED =	-	CF
	Existing	Proposed
DETENTION VOLUME REQUIRED =	0.056	0.150 acre-ft
TOTAL DETENTION VOLUME REQUIRED =	0.206	acre-ft
TOTAL DETENTION PROVIDED =	0.300	acre-ft
Restrictor Invert=	685.50	
Basin High Water Elevation=	688.00	
Basin Spill Elevation=	688.50	+/-

MODIFIED RATIONAL METHOD: TP-40 RAINFALL DATA

PROJECT: The Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: Northeast Basin - Undisturbed Area Detention

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

0.900

acres

2. Runoff Coefficient

0.450

3. Actual Release Rate

0.257

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.074

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
10 min	7.60	3.08	2.82	0.039
20 min	5.50	2.23	1.97	0.054
30 min	4.40	1.78	1.53	0.063
40 min	3.70	1.50	1.24	0.068
50 min	3.20	1.30	1.04	0.072
1 hr	2.80	1.13	0.88	0.072
1.5 hr	2.10	0.85	0.59	0.074
2 hr	1.70	0.69	0.43	0.071
3 hr	1.20	0.49	0.23	0.057
4 hr	1.00	0.41	0.15	0.049
5 hr	0.84	0.34	0.08	0.034
6 hr	0.73	0.30	0.04	0.019
7 hr	0.65	0.26	0.01	0.004
8 hr	0.58	0.23	-0.02	-0.015
9 hr	0.53	0.21	-0.04	-0.032
10 hr	0.49	0.20	-0.06	-0.048
11 hr	0.46	0.19	-0.07	-0.064
12 hr	0.43	0.17	-0.08	-0.082
13 hr	0.40	0.16	-0.10	-0.102
14 hr	0.38	0.15	-0.10	-0.119
15 hr	0.36	0.15	-0.11	-0.138
16 hr	0.34	0.14	-0.12	-0.158
17 hr	0.33	0.13	-0.12	-0.173
18 hr	0.31	0.13	-0.13	-0.196
19 hr	0.30	0.12	-0.14	-0.213
20 hr	0.29	0.12	-0.14	-0.231
21 hr	0.28	0.11	-0.14	-0.249
22 hr	0.27	0.11	-0.15	-0.268
23 hr	0.26	0.11	-0.15	-0.288
24 hr	0.25	0.10	-0.16	-0.309

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MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: The Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: Northeast Basin - Disturbed Area Detention (VAH)

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

0.360

acres

2. Composite Runoff Coefficient

0.940

3. Actual Release Rate

0.065

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.150

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	4.18	4.12	0.028
10 min	10.80	3.65	3.59	0.049
15 min	9.28	3.14	3.08	0.064
20 min	8.04	2.72	2.66	0.073
30 min	6.34	2.15	2.08	0.086
40 min	5.28	1.79	1.72	0.095
50 min	4.55	1.54	1.47	0.102
1 hr	4.03	1.36	1.30	0.107
1.5 hr	3.03	1.03	0.96	0.119
2 hr	2.49	0.84	0.78	0.129
3 hr	1.83	0.62	0.55	0.137
4 hr	1.48	0.50	0.44	0.144
5 hr	1.25	0.42	0.36	0.148
6 hr	1.07	0.36	0.30	0.147
7 hr	0.96	0.32	0.26	0.150
8 hr	0.86	0.29	0.23	0.149
9 hr	0.79	0.27	0.20	0.150
10 hr	0.72	0.24	0.18	0.148
11 hr	0.67	0.23	0.16	0.147
12 hr	0.62	0.21	0.15	0.144
18 hr	0.45	0.15	0.09	0.129
24 hr	0.36	0.12	0.06	0.111

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RESTRICTOR SIZING CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

AREA F - NORTHEAST BASIN TRIBUTARY

VILLAGE / MWRD RESTRICTOR

$$\begin{aligned}\text{High Water Elevation} &= 688.00 \\ C_D &= 0.61 \quad (\text{constant}) \\ G &= 32.20 \quad \text{ft/sec}^2 \\ \text{Inv. restrictor} &= 685.50 \\ Q_{\text{allowable}} &= 0.154 \quad \text{cfs}\end{aligned}$$

$$\begin{aligned}\Delta h &= h_{\text{we}} - \text{Inv.} - 1/2 \text{ Dia.} \\ &= 2.42 \quad \text{ft.}\end{aligned}$$

$$\begin{aligned}Q &= C_D A (2gh)^{1/2} \\ A_{\text{restrictor}} &= (Q_{\text{allowable}}) / (C_D (2gh)^{1/2}) \\ A_{\text{restrictor}} &= 2.91 \quad \text{in}^2 \\ D_{\text{restrictor}} &= 1.923 \quad \text{in}\end{aligned}$$

$$\Rightarrow \text{Restrictor diameter} = 1.900 \text{ inches}$$

Calculate release rate based on restrictor diameter:

$$\begin{aligned}D_{\text{restrictor}} &= 1.900 \text{ in.} \\ A_{\text{restrictor}} &= 2.83 \text{ in}^2 \\ \Delta h &= 2.42\end{aligned}$$

$$Q = C_D A (2gh)^{1/2}$$

$$Q_{\text{release}} = 0.150 \text{ c.f.s.}$$

DETENTION VOLUME PROVIDED

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: North Basin

DATE: _____

AREA UNITS (CHOOSE WITH DROP-DOWN)

Units:

ft²

POND / VAULT / SURFACE DETENTION VOLUME

Elevation (ft)	Area (ft ²)	Average Area (ft ²)	Increment Volume (ac-ft)	Cumulative Volume (ac-ft)
685.50	0.00			0.00
		2469.00	0.09	
687.00	4938.00			0.09
		9215.00	0.21	
688.00	13492.00			0.30

STORM SEWER DETENTION VOLUME

Diameter (in)	Length (ft)	Volume (ac-ft)

TOTAL DETENTION VOLUME

Pond / Vault / Surface Detention Volume (ac-ft)

0.30

Storm Sewer Detention Volume (ac-ft)

0.00

Total Detention Volume (ac-ft)

0.30

OVERFLOW SPILLWAY CALCULATIONS

The Moorings of Arlington Heights
Independent Living Addition
CMF

07/02/24

100-Year Rainfall Event

Peak Runoff Equation: $Q = C \cdot i \cdot A$ (The Rational Formula)

Total Upstream Tributary Area =	0.85	acres
Upstream Tributary Impervious Area =	0.35	acres
Composite Runoff Coefficient =	0.68	
Time of Concentration, T_c =	0.17	
100-year Rainfall Depth (Bulletin 75) =	1.80	inches
100-year Rainfall Intensity =	10.80	inches/hour

100-Year Peak Runoff Rate = 6.30 CFS

Grassed Overflow

Weir Equation: $Q = 3.03 L H^{(3/2)}$ (Sharp Crested Weir)

Where: L (length) =	15.00 ft.	Weir Crest Elev. =	689.00
H (head) =	0.50 ft.	Weir Elev. =	688.50

Proposed Peak Overflow Capacity = 16.07 CFS

WEST BASIN
TRIBUTARY A

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

7/2/2024

WEST LAKE TRIBUTARY

EXISTING AREA	Total Detained Area =	15.80 acres	0.02466 sq mi	Village	MWRD		
	Total Ex. Area =	15.78 acres	C _{impervious} =	0.95	0.90	CN _{impervious} =	98
	Impervious Area =	7.82 acres	C _{water} =	1.00	1.00	CN _{water} =	100
	Water Area =	1.25 acres	C _{pervious} =	0.50	0.45	CN _{pervious} =	80
	Pervious Area =	6.71 acres	C =	0.76	0.72	CN =	90.5
						% Imp =	49.6%
DISTURBED AREA			0.00002 sq mi	Village	MWRD		
	Development Area =	0.02 acres	C _{impervious} =	0.95	0.90	CN _{impervious} =	98
	Impervious Area =	0.02 acres	C _{water} =	1.00	1.00	CN _{water} =	100
	Water Area =	- acres	C _{pervious} =	0.50	0.45	CN _{pervious} =	80
	Pervious Area =	- acres	C =	0.95	0.90	CN =	98.0
						% Imp =	100.0%

	Existing	Disturbed	Total
Allowable Release Rate =	0.18	0.18	cfs/acre
	2.841	0.003	2.844 cfs

MAXIMUM RESTRICTOR DIAMETER =	-	in
ACTUAL RESTRICTOR DIAMETER =	-	in
ALLOWABLE RELEASE RATE =	2.844	cfs
ACTUAL RELEASE RATE =	-	cfs
VOLUME CONTROL IMPERVIOUS AREA =	-	SF
VOLUME CONTROL REQUIREMENT =	-	CF
VOLUME CONTROL PROVIDED =	-	CF
DETENTION VOLUME REQUIRED =	Existing 4.624	Disturbed 0.009 acre-ft
TOTAL DETENTION VOLUME REQUIRED =	4.633	acre-ft
TOTAL DETENTION PROVIDED =	4.650	acre-ft
Restrictor Invert=	685.50	
Basin High Water Elevation=	688.25	
Basin Spill Elevation=	688.75	+/-

MODIFIED RATIONAL METHOD: BULLETIN 70 RAINFALL DATA

PROJECT: Moorings of Arlington Heights PERMIT NUMBER: _____

LOCATION: West Basin - Disturbed Area Detention (VAH) DATE: _____

DEVELOPMENT INFORMATION

- | | | |
|---------------------------------|--------|-------|
| 1. Detained Area | 15.780 | acres |
| 2. Composite Runoff Coefficient | 0.760 | |
| 3. Actual Release Rate | 2.841 | cfs |

REQUIRED DETENTION VOLUME

- | | | |
|------------------------------|-------|-------|
| 4. Required Detention Volume | 4.624 | ac-ft |
|------------------------------|-------|-------|

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	10.92	130.96	128.12	0.882
10 min	10.02	120.17	117.33	1.616
15 min	8.20	98.34	95.50	1.973
20 min	7.30	87.55	84.71	2.334
30 min	5.60	67.16	64.32	2.658
40 min	4.58	54.93	52.09	2.870
50 min	3.97	47.61	44.77	3.083
1 hr	3.56	42.69	39.85	3.294
1.5 hr	2.68	32.14	29.30	3.632
2 hr	2.24	26.86	24.02	3.971
3 hr	1.62	19.43	16.59	4.113
4 hr	1.40	16.79	13.95	4.611
5 hr	1.17	14.03	11.19	4.624 ←
6 hr	0.95	11.39	8.55	4.241
7 hr	0.83	9.95	7.11	4.115
8 hr	0.75	8.99	6.15	4.068
9 hr	0.68	8.16	5.31	3.953
10 hr	0.63	7.56	4.71	3.896
11 hr	0.59	7.08	4.23	3.850
12 hr	0.55	6.60	3.76	3.724
18 hr	0.39	4.68	1.84	2.732
24 hr	0.32	3.84	1.00	1.977

MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: East Basin - Disturbed Area Detention (VAH)

DATE: 7/2/2024

DEVELOPMENT INFORMATION

1. Detained Area

0.020

acres

2. Composite Runoff Coefficient

0.950

3. Actual Release Rate

0.003

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.009

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	0.23	0.23	0.002
10 min	10.80	0.21	0.20	0.003
15 min	9.28	0.18	0.17	0.004
20 min	8.04	0.15	0.15	0.004
30 min	6.34	0.12	0.12	0.005
40 min	5.28	0.10	0.10	0.005
50 min	4.55	0.09	0.08	0.006
1 hr	4.03	0.08	0.07	0.006
1.5 hr	3.03	0.06	0.05	0.007
2 hr	2.49	0.05	0.04	0.007
3 hr	1.83	0.03	0.03	0.008
4 hr	1.48	0.03	0.03	0.008
5 hr	1.25	0.02	0.02	0.009
6 hr	1.07	0.02	0.02	0.009
7 hr	0.96	0.02	0.02	0.009
8 hr	0.86	0.02	0.01	0.009
9 hr	0.79	0.02	0.01	0.009
10 hr	0.72	0.01	0.01	0.009
11 hr	0.67	0.01	0.01	0.009
12 hr	0.62	0.01	0.01	0.009
18 hr	0.45	0.01	0.01	0.008
24 hr	0.36	0.01	0.00	0.008

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SOUTHWEST BASIN
TRIBUTARY C

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

SOUTH WEST BASIN TRIBUTARY

EXISTING AREA	Total Detained Area =	3.79 acres	0.00591 sq mi	Village	MWRD		
	Total Ex. Area =	3.78 acres	C _{impervious} =	0.95	0.90	CN _{impervious} =	98
	Impervious Area =	1.76 acres	C _{water} =	1.00	1.00	CN _{water} =	100
	Water Area =	- acres	C _{pervious} =	0.50	0.45	CN _{pervious} =	80
	Pervious Area =	2.02 acres	C =	0.71	0.66	CN =	88.4
						% Imp =	46.5%
DISTURBED AREA			0.00002 sq mi	Village	MWRD		
	Development Area =	0.01 acres	C _{impervious} =	0.95	0.90	CN _{impervious} =	98
	Impervious Area =	0.01 acres	C _{water} =	1.00	1.00	CN _{water} =	100
	Water Area =	- acres	C _{pervious} =	0.50	0.45	CN _{pervious} =	80
	Pervious Area =	- acres	C =	0.95	0.90	CN =	98.0
						% Imp =	100.0%

	Existing	Disturbed	Total
Allowable Release Rate =	0.18	0.18	cfs/acre
	0.680	0.003	0.683 cfs

MAXIMUM RESTRICTOR DIAMETER =	-	in
ACTUAL RESTRICTOR DIAMETER =	-	in
ALLOWABLE RELEASE RATE =	0.683	cfs
ACTUAL RELEASE RATE =	0.683	cfs
VOLUME CONTROL IMPERVIOUS AREA =	-	SF
VOLUME CONTROL REQUIREMENT =	-	CF
VOLUME CONTROL PROVIDED =	-	CF
DETENTION VOLUME REQUIRED =	Existing 1.017	Disturbed 0.004 acre-ft
TOTAL DETENTION VOLUME REQUIRED =	1.021	acre-ft
TOTAL DETENTION PROVIDED =	1.110	acre-ft
Restrictor Invert=	683.65	
Basin High Water Elevation=	688.25	
Basin Spill Elevation=	688.50	+/-

MODIFIED RATIONAL METHOD: BULLETIN 70 RAINFALL DATA

PROJECT: Moorings of Arlington Heights PERMIT NUMBER: _____

LOCATION: Southwest Basin - Disturbed Area Detention (VAH) DATE: _____

DEVELOPMENT INFORMATION

1. Detained Area	3.780	acres
2. Composite Runoff Coefficient	0.710	
3. Actual Release Rate	0.680	cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume	1.017	ac-ft
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CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	10.92	29.31	28.63	0.197
10 min	10.02	26.89	26.21	0.361
15 min	8.20	22.01	21.33	0.441
20 min	7.30	19.59	18.91	0.521
30 min	5.60	15.03	14.35	0.593
40 min	4.58	12.29	11.61	0.640
50 min	3.97	10.65	9.97	0.687
1 hr	3.56	9.55	8.87	0.733
1.5 hr	2.68	7.19	6.51	0.807
2 hr	2.24	6.01	5.33	0.881
3 hr	1.62	4.35	3.67	0.909
4 hr	1.40	3.76	3.08	1.017
5 hr	1.17	3.14	2.46	1.017
6 hr	0.95	2.55	1.87	0.927
7 hr	0.83	2.23	1.55	0.895
8 hr	0.75	2.01	1.33	0.881
9 hr	0.68	1.82	1.14	0.852
10 hr	0.63	1.69	1.01	0.835
11 hr	0.59	1.58	0.90	0.821
12 hr	0.55	1.48	0.80	0.790
18 hr	0.39	1.05	0.37	0.545
24 hr	0.32	0.86	0.18	0.355

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MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: Southwest Basin - Disturbed Area Detention (VAH)

DATE: 7/2/2024

DEVELOPMENT INFORMATION

1. Detained Area

0.010

acres

2. Composite Runoff Coefficient

0.950

3. Actual Release Rate

0.003

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.004

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	0.12	0.11	0.001
10 min	10.80	0.10	0.10	0.001
15 min	9.28	0.09	0.09	0.002
20 min	8.04	0.08	0.07	0.002
30 min	6.34	0.06	0.06	0.002
40 min	5.28	0.05	0.05	0.003
50 min	4.55	0.04	0.04	0.003
1 hr	4.03	0.04	0.04	0.003
1.5 hr	3.03	0.03	0.03	0.003
2 hr	2.49	0.02	0.02	0.003
3 hr	1.83	0.02	0.01	0.004
4 hr	1.48	0.01	0.01	0.004
5 hr	1.25	0.01	0.01	0.004
6 hr	1.07	0.01	0.01	0.004
7 hr	0.96	0.01	0.01	0.004
8 hr	0.86	0.01	0.01	0.003
9 hr	0.79	0.01	0.00	0.003
10 hr	0.72	0.01	0.00	0.003
11 hr	0.67	0.01	0.00	0.003
12 hr	0.62	0.01	0.00	0.003
18 hr	0.45	0.00	0.00	0.002
24 hr	0.36	0.00	0.00	0.001

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SOUTHEAST BASIN
TRIBUTARY D

SITE INFORMATION & CALCULATION SUMMARY

The Moorings of Arlington Heights
Independent Living Addition
CMF

5/23/2024

Southeast Basin Tributary

EXISTING AREA	Total Detained Area =	2.99 acres	0.00437 sq mi	Village	MWRD		
	Development Area =	2.79 acres				C _{impervious} =	0.95
	Impervious Area =	1.37 acres				C _{water} =	1.00
	Water Area =	- acres				C _{pervious} =	0.50
	Pervious Area =	1.42 acres				C =	0.72
							0.67
						CN _{impervious} =	98
						CN _{water} =	100
						CN _{pervious} =	80
						CN =	88.9
						% Imp =	49.2%
DISTURBED AREA	Development Area =	0.19 acres	0.00030 sq mi	Village	MWRD		
	Impervious Area =	0.19 acres				C _{impervious} =	0.95
	Water Area =	- acres				C _{water} =	1.00
	Pervious Area =	- acres				C _{pervious} =	0.50
						C =	0.95
							0.90
						CN _{impervious} =	98
						CN _{water} =	100
						CN _{pervious} =	80
						CN =	98.0
						% Imp =	100.0%

Allowable Release Rate =	Existing	Disturbed	Total	cfs/acre
	0.18	0.18	0.503	
	0.503	0.035	0.538	cfs

MAXIMUM RESTRICTOR DIAMETER =		0.00	in
ACTUAL RESTRICTOR DIAMETER =		0.00	in
ALLOWABLE RELEASE RATE =		0.538	cfs
ACTUAL RELEASE RATE =		0.538	cfs
VOLUME CONTROL IMPERVIOUS AREA =		0	SF
VOLUME CONTROL REQUIREMENT =		0	CF
VOLUME CONTROL PROVIDED =		-	CF
DETENTION VOLUME REQUIRED =		Existing	Disturbed
		0.498	0.080
TOTAL DETENTION VOLUME REQUIRED =		0.578	acre-ft
TOTAL DETENTION PROVIDED =		1.170	acre-ft
Restrictor Invert=		682.00	
Basin High Water Elevation=		688.00	
Basin Spill Elevation=		688.50	+/-

MODIFIED RATIONAL METHOD: TP-40 RAINFALL DATA

PROJECT: The Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: Southeast Basin - Undisturbed Detention

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

2.790

acres

2. Runoff Coefficient

0.720

3. Actual Release Rate

0.503

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.498

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
10 min	7.60	15.27	14.76	0.203
20 min	5.50	11.05	10.55	0.291
30 min	4.40	8.84	8.34	0.344
40 min	3.70	7.43	6.93	0.382
50 min	3.20	6.43	5.93	0.408
1 hr	2.80	5.62	5.12	0.423
1.5 hr	2.10	4.22	3.72	0.461
2 hr	1.70	3.41	2.91	0.481
3 hr	1.20	2.41	1.91	0.473
4 hr	1.00	2.01	1.51	0.498
5 hr	0.84	1.69	1.18	0.489
6 hr	0.73	1.47	0.96	0.478
7 hr	0.65	1.31	0.80	0.464
8 hr	0.58	1.17	0.66	0.438
9 hr	0.53	1.06	0.56	0.418
10 hr	0.49	0.98	0.48	0.398
11 hr	0.46	0.92	0.42	0.383
12 hr	0.43	0.86	0.36	0.358
13 hr	0.40	0.80	0.30	0.323
14 hr	0.38	0.76	0.26	0.301
15 hr	0.36	0.72	0.22	0.273
16 hr	0.34	0.68	0.18	0.238
17 hr	0.33	0.66	0.16	0.225
18 hr	0.31	0.62	0.12	0.178
19 hr	0.30	0.60	0.10	0.156
20 hr	0.29	0.58	0.08	0.131
21 hr	0.28	0.56	0.06	0.103
22 hr	0.27	0.54	0.04	0.072
23 hr	0.26	0.52	0.02	0.037
24 hr	0.25	0.50	0.00	-0.002

←

MODIFIED RATIONAL METHOD: BULLETIN 75 RAINFALL DATA

PROJECT: The Moorings of Arlington Heights

PERMIT NUMBER: _____

LOCATION: Northeast Basin - Disturbed Area Detention (VAH)

DATE: 5/23/2024

DEVELOPMENT INFORMATION

1. Detained Area

0.190

acres

2. Composite Runoff Coefficient

0.950

3. Actual Release Rate

0.035

cfs

REQUIRED DETENTION VOLUME

4. Required Detention Volume

0.080

ac-ft

CALCULATION TABLE

Storm Duration	Rainfall Intensity (in/hr)	Inflow Rate (cfs)	Stored Rate (cfs)	Required Storage (ac-ft)
5 min	12.36	2.23	2.20	0.015
10 min	10.80	1.95	1.91	0.026
15 min	9.28	1.68	1.64	0.034
20 min	8.04	1.45	1.42	0.039
30 min	6.34	1.14	1.11	0.046
40 min	5.28	0.95	0.92	0.051
50 min	4.55	0.82	0.79	0.054
1 hr	4.03	0.73	0.69	0.057
1.5 hr	3.03	0.55	0.51	0.063
2 hr	2.49	0.45	0.41	0.069
3 hr	1.83	0.33	0.30	0.073
4 hr	1.48	0.27	0.23	0.077
5 hr	1.25	0.23	0.19	0.079
6 hr	1.07	0.19	0.16	0.078
7 hr	0.96	0.17	0.14	0.080
8 hr	0.86	0.16	0.12	0.079
9 hr	0.79	0.14	0.11	0.080
10 hr	0.72	0.13	0.09	0.078
11 hr	0.67	0.12	0.09	0.078
12 hr	0.62	0.11	0.08	0.077
18 hr	0.45	0.08	0.05	0.068
24 hr	0.36	0.06	0.03	0.058

←

EXHIBIT V

Unconditional Agreement and Consent

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

WHEREAS, Presbyterian Homes, an Illinois not-for-profit corporation (“**Owner**”), is the record title owner of that certain real property situated within the Village’s Industrial District (“**I District**”) and located at the address commonly known as 811 E. Central Road, Arlington Heights, Illinois (“**Property**”); and

WHEREAS, on December 16, 1985, the Village President and Board of Trustees adopted Ordinance No. 85-154, approving the development of the Property as a planned unit development for a continuing care senior living facility; and

WHEREAS, Ordinance No. 85-154 was subsequently amended by the Village President and Board of Trustees pursuant to Ordinance Nos. 88-057, 89-043, 91-108, 92-051, 93-051, 02-077, 06-069, and 15-046 (collectively, Ordinance No. 85-154 and its amendments are the “**The Moorings PUD**”); and

WHEREAS, the Owner desires to develop a new five-story independent living facility containing 70 units and 70 underground parking spaces on the Property (collectively, the “**Proposed Independent Living Facility**”); and

WHEREAS, pursuant to Section 9 of the Zoning Code, the Owner has filed an application for approval of: (i) an amendment to The Moorings PUD; (ii) a variation from Section 10.4 to reduce the number of required off-street parking spaces from 636 to 621; (iii) a variation from Section 5.1-8.5 of the Zoning Code to allow a 67.5-foot tall, five-story building in the I District; and (iv) a variation from Section 6.10 of the Zoning Code to allow two 6.5-foot tall elevator overruns in the I District (collectively, the “**Requested Relief**”); and

WHEREAS, Ordinance No. 2024-____, adopted by the President and Board of Trustees on _____, 2024 (“**Ordinance**”), amended The Moorings PUD to permit the Requested Relief; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, within 30 days after the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance; and

NOW, THEREFORE, the Owner hereby agrees and covenants as follows:

1. The Owner hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the Requested Relief for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

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

Dated: _____, 2024

ATTEST:

PRESBYTERIAN HOMES

By: _____

By: _____

Its: _____

Its: _____



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: Resolution Approving Class 6B Incentive for Sweet Briar Partners, LLC. at 616 E. Brook Drive

Department: Planning & Community Development

Item Description:

BACKGROUND

Shanley Pump & Equipment is a growing enterprise looking to expand within Arlington Heights. The parent company, Sweet Briar Partners, LLC, is requesting Village approval for a Cook County Class 6b Property Tax Classification relative to 616 E. Brook Drive, consisting of one parcel of property. The property has not been completely vacant for more than one year. Due to this fact, the applicant is requesting "Special Circumstances" from Cook County.

Shanley Pump is a manufacturer and distributor of pumps and other similar equipment that has been located in Arlington Heights since 1992. The company currently owns the property at 2525 S. Clearbrook Drive, and is looking to purchase 616 E. Brook Drive, which is across the street from their current site. Shanley Pump would continue to operate within both properties, with plans to relocate five full-time staff from another location, and adding two or three more full-time employees in the next few years. Employees would work between both buildings.

In order for the business to expand their operation within Arlington Heights and invest in 616 E. Brook Drive, a Class 6b property tax abatement is being requested. The Village's guidelines for Class 6b applicants are based upon employing at least 25 workers, showing financial benefit to the Village, and providing 10% of their property tax savings over the first five years of the incentive towards the Zero Interest Loan program fund.

If approved, the company would employ approximately 40 on-site workers, between their two buildings, in Year One. As the business would be employing over 25 workers at the commencement of the incentive period, they will meet the Village's minimum employment requirement. The applicant also anticipates having a positive financial impact on the Village. Over the 12-year life of the incentive, the applicant estimates that the property will generate over \$340,000 more in property taxes with the Class 6b designation than if it were to be vacant for the same time period. The applicant has signed an agreement to provide the Village with 10% of their property tax savings over the first five years of the incentive period, in order to help fund the Zero Interest Loan program or other economic development programs as needed.

The Class 6b incentive would allow for re-occupancy of a 27,750 square foot facility,

reducing industrial vacancy while allowing a long-time Arlington Heights business to continue to grow within the Village and create additional employment opportunities. A detailed summary of the request by Sweet Briar Partners, LLC for a Cook County Class 6b incentive is attached.

RECOMMENDATION

It is recommended that the Village Board of Trustees approve a Resolution supporting the application for a Class 6b tax incentive for Sweet Briar Partners, LLC for the property located at 616 E. Brook Drive. This approval is subject to compliance with all Village codes and regulations.

ATTACHMENTS:

1. Class 6b Resolution - 616 E Brook Dr
2. Application Review Summary - 616 E Brook Dr

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION SUPPORTING AND CONSENTING TO APPROVAL OF
CLASS 6B CLASSIFICATION FOR THE PROPERTY
LOCATED AT 616 EAST BROOK DRIVE

WHEREAS, Sweet Briar Partners, LLC (***“Applicant”***) is the owner of the property commonly known as 616 East Brook Drive in the Village (***“Property”***); and

WHEREAS, the Property is currently improved with an approximately 27,750-square-foot building (***“Building”***); and

WHEREAS, the Applicant desires to operate a pump warehousing facility on the Property; and

WHEREAS, pursuant to the Cook County Real Property Assessment Classification Ordinance (***“County Classification Ordinance”***) a property may be classified as Class 6b, which permits the temporary reduction of property taxes in order to promote the rehabilitation and reuse of certain properties located in Cook County if either (i) it is used primarily for industrial purposes; (ii) it is “abandoned property,” as that term is defined in Section 74-62 of the County Classification Ordinance; or (iii) the municipality and the Cook County Board of Commissioners determine that “special circumstances” justify finding that the property is deemed abandoned; and

WHEREAS, the Applicant intends to file with the Office of the Assessor of Cook County an application for Class 6b classification of the Property; and

WHEREAS, pursuant to Section 74-63(7)(a) of the County Classification Ordinance, the Property may not be classified as Class 6b except upon approval by the Village President and Board of Trustees of an ordinance or resolution supporting and consenting to such classification; and

WHEREAS, the Village President and Board of Trustees have determined that: (i) the incentive provided by Class 6b classification is necessary for development to occur on the Property; (ii) the renovation and re-occupancy of the Property will generate significant new revenues in the form of additional state and federal income tax and local real estate and other taxes; and (iii) special circumstances justify finding that the Property is deemed abandoned; and

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

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

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

SECTION 2. DETERMINATION OF ELIGIBILITY AND APPROPRIATENESS. The Village President and Board of Trustees hereby find and determine that: (a) special circumstances justify finding that the Property is deemed abandoned, making it eligible for the Class 6b classification under the County Classification Ordinance; and (b) Class 6b classification of the Property is necessary for development to occur on the Property.

SECTION 3. SUPPORT AND CONSENT TO CLASS 6B CLASSIFICATION. Pursuant to the County Classification Ordinance, the President and Board of Trustees hereby approve, consent to, and support the classification of the Property as Class 6b property, subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to applicable law, the support and consent set forth in Section 3 of this Resolution is hereby expressly subject to, and contingent upon execution by the Applicant of the Restrictive Covenant, in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney, providing that:

- A. Employee Count. The Applicant must employ at least 25 individuals during the period for which the Property is classified as Class 6b.
- B. Economic Impact. The Applicant must provide the Village with evidence that the property tax revenues to be realized from the Property following its real property capital improvement investment, and with the Class 6b reduction, will exceed the property tax revenues to be realized from the Property if it were vacant or abandoned. The Applicant must also provide the Village with evidence showing a positive economic impact of its employees.
- C. Zero Interest Loan Program. The Applicant must rebate ten percent of its savings from the Class 6b property tax reduction to the Village, over the first five years of the reduction, to be deposited by the Village into its Zero Interest Loan fund.

SECTION 5. DELIVERY. The Village Clerk is hereby directed to transmit an executed and sealed copy of this Resolution to the Applicant. The Applicant is responsible for filing such copy with the Office of the Assessor.

SECTION 6. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS 16th day of September, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A
RESTRICTIVE COVENANT

THIS INSTRUMENT PREPARED BY,
AND AFTER RECORDING RETURN TO:

Hart M. Passman
Elrod Friedman LLP
325 North LaSalle
Street Suite 450
Chicago, Illinois
60654

For Recorder's Use Only

Restrictive Covenant

(616 East Brook Drive, Arlington Heights, Illinois)

THIS RESTRICTIVE COVENANT ("**Restrictive Covenant**") is made this ____ day of _____, 2024, by **SWEET BRIAR PARTNERS, LLC**. ("**Owner**"), the owner of record title to the parcel of real estate commonly known as 616 East Brook Drive, Arlington Heights, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Restrictive Covenant ("**Property**").

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and will be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this Restrictive Covenant, which covenants are for the purpose of protecting the value and desirability of the Property and other properties in the Village of Arlington Heights ("**Village**").

SECTION 1. BACKGROUND.

A. The Property is currently improved with an approximately 27,750-square-foot building ("**Building**"); and

B. Pursuant to the Cook County Real Property Assessment Classification Ordinance ("**County Classification Ordinance**") a property may be classified as Class 6b, which permits the temporary reduction of property taxes in order to promote the rehabilitation and reuse of certain properties located in Cook County if either (i) it is used primarily for industrial purposes; (ii) it is "abandoned property," as that term is defined in Section 74-62 of the County Classification Ordinance; or (iii) the municipality and the Cook County Board of Commissioners determine that "special circumstances" justify finding that the property is deemed abandoned.

C. The Owner intends to invest over \$400,000 to rehabilitate the Property in order to operate a warehousing facility on the Property.

D. The Owner intends to file an application for a Class 6b property tax classification ("**Class 6b Classification**") with the Office of the Assessor of Cook County under the County Classification Ordinance ("**Application**"). If approved, the Class 6b Classification will reduce the property tax assessment for qualifying industrial buildings during a 12-year period ("**Class 6b Schedule**").

E. Cook County's Class 6b Classification approval process allows for the consideration by the Village of a resolution supporting and consenting to the Application.

F. On _____, 2024, the Village President and Board of Trustees adopted Resolution No. _____, supporting and consenting to the Owner's Application, subject to certain conditions ("**Consent Resolution**").

G. Pursuant to Section 4 of the Consent Resolution, the support and consent of the Village to the Application is conditioned in part upon the execution and recordation by the Owner of this Restrictive Covenant against the Property.

H. In consideration of the Village's support and consent to the Application, and as required by Section 4 of the Consent Resolution, the Owner desires to restrict the use of the Property in the manner, and to the extent, expressly set forth in this Restrictive Covenant.

SECTION 7. ~~SECTION 2.~~ COVENANT TO COMPLY WITH VILLAGE CONDITIONS OF CONSENT AND APPROVAL.

Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or other applicable law, the Owner hereby covenants and agrees to satisfy and comply with each of the following conditions, restrictions and provisions:

A. Prior to submitting an "Incentive Appeal Form - Real Estate Assessed Valuation Appeal" for the Class 6b Classification to the Cook County Assessor's Office, the Owner must deliver to the Village Manager written evidence demonstrating (1) that the Owner has a minimum of \$400,000 in real property capital improvements planned, underway or completed on the Property; (2) that the property tax revenues to be realized from the Property following that investment, and with the Class 6b reduction, will exceed the property tax revenues to be realized from the Property if it were vacant or abandoned; and (3) the positive economic impact expected in the Village as a result of the hiring and payment of employees of the facility to be operated on the Property.

B. During the term of this Restrictive Covenant, the Property must be used primarily to operate a manufacturing, warehouse, and distribution facility on the Property.

C. The Property must be developed, operated, and maintained at all times in compliance with the applicable codes and ordinances of the Village.

D. The Owner must employ at least 25 individuals during the period for which the Property is classified as 6b.

E. The Owner must, in each of the first five years for which the Property is classified as Class 6b, remit to the Village an amount equal to 10% of the property tax savings realized by the Class 6b classification of the Property ("**Remittance Payment**"), in accordance with the following:

1. Beginning in the first full calendar year after the Property is classified as Class 6b, the Village will submit an invoice to the Owner for the annual Remittance Payment after issuance by Cook County of the second property tax bill for the calendar year.

2. The Owner must pay the Remittance Payment within 30 days after receipt of the invoice.

3. If, after payment of an annual Remittance Payment, the Owner subsequently and successfully appeals its property tax assessment, the Village will either refund the Applicant the corresponding amount of the received Remittance Payment, or will reduce the next year's invoice by the corresponding amount.

4. The Village will deposit all received Remittance Payments into its Zero Interest Loan program account.

SECTION 8. SECTION 3. NO RENEWAL OBLIGATION.

The Owner acknowledges and agrees that the Village will have no obligation to support or consent to the extension or renewal of the Class 6b Classification beyond the original Class 6b Schedule.

SECTION 9. SECTION 4. VILLAGE'S REMEDIES.

The Owner recognizes and agrees that the Village has a valid interest in ensuring that the restrictions, covenants, and agreements in this Restrictive Covenant are properly performed. Upon receiving notice from the Village of the Owner's noncompliance with any of the conditions set forth in Section 2 above, the Owner will have 30 days to remedy the noncompliance to the satisfaction of the Village, as determined in the sole discretion of the Village Manager. If the Owner fails to remedy the noncompliance within the 30 days, the Village's Board of Trustees will have the right, but not the obligation, as the Village's sole remedy, to adopt a resolution withdrawing its consent to the Class 6b Classification for the Property and to direct the Village Manager to deliver a copy of the resolution to the Office of the Cook County Assessor. In the event the Board of Trustees adopts the resolution, the Owner (a) must, and does hereby, consent to the Cook County Assessor removing the Class 6b Classification for the Property, and (b) must notify the Cook County Assessor's Office, and take other actions as the Village Attorney deems necessary and appropriate to cause the Cook County Assessor to remove the Class 6b Classification.

SECTION 10. SECTION 5. OWNER'S RIGHT TO PURSUE PROPERTY TAX RELIEF.

Nothing herein prevents the Owner from seeking property tax relief in the event the Property is rendered partially or fully unusable due to casualty.

SECTION 11. SECTION 6.NATURE AND SURVIVAL OF OBLIGATIONS.

The restrictions imposed by this Restrictive Covenant are restrictions running with the land and are binding upon and inure to the benefit of the Owner and its respective heirs, successors, assigns, agents, licensees, lessees, invitees, and representatives, including, without limitation, all subsequent owners and tenants of the Property, or any portion thereof, and all persons claiming under them to the extent provided in this Restrictive Covenant. If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

SECTION 12. SECTION 7.TERM.

This Restrictive Covenant will be effective from its Effective Date through and until such time as the Property is no longer subject to the Class 6b Classification.

SECTION 13. SECTION 8.GENERAL PROVISIONS

A. Notices. All notices required to be served by this Restrictive Covenant must be served in writing and will be deemed to be served when delivered personally or three business days following deposit, by certified or registered mail, return receipt requested, in the United States mail, postage prepaid, at the common address for the Property.

B. Recordation. The Restrictive Covenant is to be recorded in the Office of the Cook Country Recorder, and all leases, contracts, and deeds of conveyance relating to the Property, or any thereof, are subject to the provisions of this Restrictive Covenant.

C. Non-Waiver. The Village is under no obligation to exercise any of the rights granted to it in this Restrictive Covenant except as it determines to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights is not to be deemed or construed as a waiver thereof, nor will such failure void or affect the Village's right to enforce such rights or any other rights.

D. Amendments and Modifications. This Restrictive Covenant may not be amended, modified, released or annulled except upon the express, prior written approval of the Village, and only by an instrument signed by all owners of the Property or any portion thereof at that time.

E. No Third Party Beneficiaries. No claim as a third-party beneficiary under this Restrictive Covenant by any person may be made, or will be valid, against the Village or the Owner.

F. Severability. If any provision of this Restrictive covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant will not be affected, impaired, or invalidated thereby, but are to remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant will not affect the enforceability of that provision in any other situation.

G. Authorization. Each of the persons signing this Restrictive Covenant hereby warrant and represent that he or she had the full and complete right, power, and authority to execute this Restrictive Covenant on behalf of the Owner and to agree to the terms, provisions, and conditions set forth in this Restrictive Covenant.

[SIGNATURES OIN FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner has executed this Restrictive Covenant as of the date first above written.

SWEET BRIAR PARTNERS, LLC

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on _____, 2024, by _____, the _____ of _____, a(n) _____, which individual is known to me to be the identical person who signed the foregoing instrument as such _____ of the _____ for and in behalf of said _____, in his/her capacity as the _____ of said corporation, and that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act of the _____, in his/her capacity as the _____ of said corporation, for the uses and purposes herein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A

LOT 16 IN CLEARBROOK INDUSTRIAL PARK SUBDIVISION IN SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON AUGUST 23, 1967 AS LR2343062, IN COOK COUNTY, ILLINOIS

Address: 616 East Brook Drive, Arlington Heights, Illinois 60005

PIN: 08-15-310-002-0000

THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

This review regards determination of support for a Cook County tax abatement for the property identified as 616 E. Brook Drive. The outline for the review is as follows:

- I. Item by item review as per Village Procedures and Application Form
- II. Synopsis of application
- III. Correlation of application to Comprehensive Plan
- IV. Correlation of application to zoning
- V. State of economy of industry making application
- VI. Site visit summary
- VII. Site specifics of property requesting abatement
- VIII. Relationship of property tax abatement goals to application
- IX. Relationship of Village guidelines to application
- X. Finance Department review
- XI. Adherence to Zero Interest Loan program / economic program requirements
- XII. Department of Planning and Community Development recommendation

This particular approach is being utilized so as to provide ease to Village Administration and Trustees with the review of the application submitted. It is hoped that this method will encourage a realistic understanding of the application and relationship of such to the community and local economy.

I. Review Item by Item of Application

- A) INTRODUCTION: Applicant asserts that computations are to the best of its knowledge based on current value.
- B) PROPERTY DESCRIPTION: Submitted in application packet as Exhibit A.
- C) IDENTIFICATION OF PERSONS HAVING INTEREST IN THE PROPERTY: Submitted in application packet as Exhibit D.
- D) PROPERTY USE: Submitted in application packet as Exhibit E. Also summarized in cover letter.
- E) TRAFFIC: Upon occupancy, approximately 22 automobiles are projected to enter/exit the facility on a daily basis, and likely no more than two trucks per day. Algonquin Road, via Arlington Heights Road, is the main route of egress and ingress. Combined, the existing and proposed sites offer 65 parking spaces. Following anticipated employment growth over the incentive period,

the user would require a 29 spaces per Code. Therefore, the use meets Zoning Code parking requirements.

- F) EVIDENCE OF NEW CONSTRUCTION: Ownership plans to conduct over \$400,000 worth of improvements to the site. This involves roof replacement, build-out of office space, rehab of existing warehouse space, installation of energy-efficient windows and LED lighting, and improvements to warehouse flooring. Submitted as Exhibit M and N.
- G) EMPLOYMENT OPPORTUNITIES: The business will employ 38 workers in Year One of operation between their existing and planned adjacent site. Over the next five years, the owner expects the business to add an additional 2-3 full-time staff. The applicant will meet the minimum number of employees (25) per the application's requirements. Submitted as Exhibit K.
- H) FINANCIAL INFORMATION: Submitted as Exhibit L.
- I) FISCAL EFFECT: Submitted as Exhibit M and N. With abatement, property is anticipated to generate \$907,959 in property taxes over the 12-year life of incentive. This is \$340,281 more than if the property were to receive vacancy relief during the same period. Employees are anticipated to contribute approximately \$85,000 in annual spending to the local economy.
- J) OTHER INDUCEMENTS: The company helps reinvest in its community and region by offering discounts to educational and training facilities. Submitted as Exhibit O.
- K) JUSTIFICATION: Sale of property is contingent upon Class 6b approval. Rejection could result in company relocating to an adjacent County. Submitted as Exhibit P.
- L) OTHER DATA: Complete. Provided legal description, aerials, and plat of survey for 616 E. Brook Drive. Submitted as Exhibits B, C, and O.

II. Synopsis of Application

The applicant wishes to obtain a Cook County Class 6b Property Tax Classification. The Class 6b program is designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, rehabilitation of existing industrial structures, and reutilization of abandoned properties. The goal of the incentive is to attract new industry, stimulate expansion and retention of existing industry, and increase employment opportunities.

This is the first request for a Class 6b designation at 616 E. Brook Drive. The buyer would operate within the entirety of the building's 27,750 square feet. Approval of the abatement would allow for the company to invest in this property via roof replacement, build-out of office space, rehab of existing warehouse space, installation of energy-efficient windows and LED lighting, and improvements to warehouse flooring. Additionally, the incentive would help retain an Arlington Heights business and continue their growth in terms of production and employment. The purchase is contingent upon approval for the incentive.

Under the incentive provided by the Class 6b designation, qualifying industrial real estate would be eligible for the Class 6b level of assessment from the date that new construction or substantial rehabilitation is completed and initially assessed or, in the case of abandoned property, from the date of substantial re-occupancy. Properties receiving a Class 6b designation will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

Currently the industrial/flex availability rate in Arlington Heights is 13.8%, primarily due to 500,000 square feet of new spec industrial availability at Dundee and IL-53. With re-occupancy of 616 E. Brook Drive, the availability rate would drop to 13.3% (source: CoStar – August 2024).

Eligibility Requirements

Real estate is eligible for Class 6b status under the following conditions:

1. The real estate is used primarily for "industrial purposes".
2. There is either: (a) new construction, (b) substantial rehabilitation, or (c) substantial re-occupancy of "abandoned" property.
3. An Eligibility Application and supporting documents have been timely filed with the Office of the Assessor according to deadlines as set forth in the "What Must Be Filed" and "Time for Filing" sections.
4. The municipality in which such real estate is located must, by lawful resolution or ordinance, expressly state that it supports and consents to the filing of a Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.

The applicant wishes to obtain a Cook County Class 6b Property Tax classification. Liston & Tsantilis, Property Tax Attorneys, filed the original Class 6b application on behalf of the applicant.

III. Correlation of Application to Comprehensive Plan

The General Comprehensive Plan indicates that this property should be research and development, manufacturing, and warehousing.

- Warehousing, Lab Space, and Distribution 91%
- Offices 9%

This takes into account approximately 25,350 square feet of manufacturing, warehousing, and research & development space, as well as an estimated 2,400 square feet of office space.

IV. Correlation of Application to Zoning

The Village of Arlington Heights Zoning Map designates the relevant parcel as an **M-2 Limited Heavy Manufacturing District**. Within this district warehousing, wholesale, and distribution are permitted, as well as light manufacturing/processing and some heavy manufacturing uses.

The proposed uses of the planned businesses within subject site fall under the Zoning Code Permitted Use Table as *Wholesale and Warehouse Facility* and *Manufacturing/Processing of Fabricated Metal Products*, both of which are permitted outright in the M-2 zoning district.

Employees of Shanley Pump will work between the two buildings under the company's ownership. The sites currently provide a cumulative 65 parking spaces. Based upon anticipated employment and use of building spaces, the sites would have a surplus of 36 parking spaces. The following chart details the proposed parking scenario at 616 E. Brook Dr. and 2525 S. Clearbrook Dr., taking into consideration planned employment growth:

Use/Business	Code Use	Square Feet	Parking Standard	Employees	Vehicles	Parking Req.
Office – 2525 S. Clearbrook	Professional Office	3,860	1 space/300 SF	23	N/A	13
Office – 616 E. Brook	Professional Office	2,400	1 space/300 SF	6	N/A	8
Manufacturing – 2525 S. Clearbrook	Manufacturing & Production	11,500	0.5 spaces/employee; 1 space/comm vehicle	10	2	7
Warehousing – 616 E. Brook	Warehousing & Distribution	25,530	0.5 spaces/employee; 1 space/comm vehicle	2	0	1
		43,110			SPACES REQUIRED	29
					SPACES AVAILABLE	65
					SURPLUS/(DEFICIT)	36

Incorporating projected growth, there is adequate parking available to accommodate, per Code, the company's employees and vehicles.

V. State of Economy of Industry Making Application

Shanley Pump is a manufacturer and distributor of pumps and other similar equipment that has been located in Arlington Heights since 1992. The company currently owns the property at 2525 S. Clearbrook Drive, and is looking to purchase 616 E. Brook Drive. Shanley Pump's parent company, Sweet Briar Partners, LLC would continue to own and utilize both properties, with plans to relocate five full-time staff from their Schaumburg location, as well as adding two or three more full-time employees in the next few years. Employees would work between both buildings.

Purchase of the 27,750 square foot facility on Brook Drive would nearly triple the company's physical footprint in Arlington Heights, and would allow the company to continue to grow and expand within the Village. The Village guidelines suggest that the applicant have a minimum employment threshold of 25 employees. Shanley Pump currently employs 33 workers, and the addition of this property would grow that number to approximately 40. Therefore, this meets the minimum threshold for number of employees.

The company expects to have a positive financial impact on the community as well. Over the 12-year life of the incentive, the applicant estimates that the property will generate over \$340,000 more in property taxes with the Class 6b designation than if it were to be vacant for the same time period. The applicant also projects an additional annual economic impact of \$82,000, based upon spending by employees and visitors on food, gas, and goods.

The intent of the Class 6b program is to facilitate industrial occupancy as quickly as possible. Bringing in new workers garners residual spending, which is something that a vacant building would not provide. Even with the abatement, the applicant expects the property to generate \$907,959 in total property tax revenue from 2025-2036.

VI. Site Visit Summary

Planning and Community Development Department staff met with representatives of Shanley Pump at their current site (2525 S. Clearbrook Avenue) as well as the proposed site at 616 E. Brook Drive on September 5, 2024. The applicant identified and verified improvements needed, per their application, which would be enabled by a Class 6b designation.

VII. Site Specifics of Property Requesting Abatement

The building at 616 E. Brook Drive is approximately 27,750 square feet. The owner is applying for a Class 6b property tax abatement that would allow for the tenant to purchase the property and complete a minimum \$400,000 in improvements. The site specifics are provided below:

- A. The buyer is an existing Arlington Heights business that would like to expand its size, production, and employment base within the Village.
- B. The purchase of the property is contingent upon receiving the abatement and, according to the buyer, would not be economically feasible without the incentive.
- C. The planned expansion would include sustainable features such installation of energy-efficient windows and LED lighting, which will help limit usage of utilities.
- D. The owner would be paying an estimated \$6.06 per square foot in property taxes without a Class 6b designation. A similar property in DuPage County would pay an estimated \$2.52 per square foot.

By definition, "The purpose of the M-2 district is to provide adequate space in appropriate locations for manufacturing and other activities. This district should be accessible to major railroads and arterial streets designated on the Village Official Map or Village Comprehensive Plan Map. Residential and retail uses are prohibited. Performance Standards protect residential areas by restricting objectionable manufacturing activities such as noise, vibration, smoke, dust, odors, heat, glare, fire hazards, and other objectionable influences."

As a manufacturer/distributor of commercial-grade pumps, this business meet M-2 zoning requirements. Further, they comply with the mission of the Class 6b designation which is that businesses and facilities meet "industrial purposes" and that there is substantial rehabilitation as well as substantial re-occupancy of "abandoned" property.

VIII. Relationship of Property Tax Abatement Goals to Application

The intent of the County Assessor's property tax incentive program is to encourage new industrial and commercial development, and reinvestment, within the County. Reacting to slowed development in the commercial and industrial sectors, the Assessor recognized that

property tax rates in Cook County were higher than those of neighboring counties, which were seeing gains in the previously mentioned sectors.

The Class 6b Property Tax Abatement program demonstrates an ongoing desire by Cook County officials to maintain their commercial and industrial competitiveness with the rest of the Chicago metro region.

In this instance, the abatement would allow for a growing Arlington Heights company to purchase and invest in a second facility within the Village, occupying the entirety of a 27,750 square foot industrial building. The economic impact would be shown in employment growth, an increase in local consumer spending, and an increase in property value of the site. As the property will likely not have been 100% vacant for the 24 months preceding occupancy by the new tenant, "special circumstances" are being requested through the County.

IX. Relationship of Village Guidelines to Application

The Class 6b incentive renewal provides a 10% assessment level for the first 10 years, 15% in the 11th year and 20% in the 12th year. This constitutes a substantial reduction in the level of assessment and results in significant tax savings. In the absence of this incentive, industrial real estate would normally be assessed at 25% of its market value.

This provision requires that the applicant be a manufacturing or warehousing operation and may include high technology land uses. This incentive is available throughout Cook County, but requires municipal approval prior to County officials granting the abatement. Further, localities may adopt guidelines of their own. These specifications may place restrictions such as minimum number of employees, residency, or square feet of operation.

The Village of Arlington Heights initiated its own guidelines in May 1990, and have revised them multiple times since. The current guidelines require:

1. The application fee shall have been paid.
2. The application form shall have been completed with attachments.
3. The business must be a manufacturing, industrial, research, warehousing, or fabricating firm for an excess of 51% of the structure's floor space or an excess of 51% of the employees.
4. The business must employ at least 25 individuals during the period when the taxes are abated.
5. The application must show a five-year financial benefit to the Village and no negative effect on any similar Village firm.
6. The property owner agrees to rebate 10% of their property tax savings, via the incentive, to the Village for a five-year period in order to support the Zero Interest Loan fund.
7. The property owner will install or implement environmentally-friendly sustainable features to the building or property.

Guideline #3 is met by this application as 91% of the floor space is dedicated to warehousing and R&D. Guideline #4 is met as the company would retain 33 workers, with plans to add another seven in the next few years. Guideline #5 is met by the retention of a growing business within the community, investment in an industrial facility that will increase its market value, and residual spending at local businesses by the employees. Guideline #6 is met as the applicant has agreed to rebate the Village as required. Guideline #7 is met as the buyer is planning to install LED lighting and energy-efficiency graded windows.

X. Finance Department Review

The Finance Department has reviewed the application and has no objections.

XI. Adherence to Zero Interest Loan Program Requirements

In order to receive approval from the Village of Arlington Heights for the Class 6b tax abatement, the applicant must formally execute an agreement with the Village. This agreement is a commitment to rebate 10% of the applicant's savings from the property tax abatement, to the Village, over the first five years of the incentive. The savings will be placed in the Zero Interest Loan fund, to be distributed to new or expanding businesses within Arlington Heights that have applied and been approved for such a loan, or used for other approved economic development activities. The applicant has signed the formal agreement and is willing to rebate the Village 10% of their property tax abatement savings in order to help the Village further enhance its business community.

XII. Department of Planning and Community Development Recommendation

The intent of the Class 6b tax abatement program is to allow participating communities in Cook County to provide an incentive to office research, manufacturing, and warehousing firms to locate and/or expand within the County. This program allows for either a renewal of the adjusted property tax, or an allowance of new tax abatements by reducing the tax rate for a twelve-year period provided that a fiscal benefit continues to return to the host community.

This request for a tax abatement is recommended for approval. The program is designed to facilitate the ongoing, long-term use of the property located at 616 E. Brook Drive. It is imperative that the community continues to demonstrate that it is ready to aggressively assist business development provided that it does not negatively impact the Village's quality of life. The abatement would further benefit the community by retaining 33 workers, and bringing in seven or more jobs over the next five years.

The abatement would benefit the community through continuous occupancy of both the 27,750 square foot building under contract, as well as Shanley Pump's existing 15,360 square foot facility. The abatement would also allow for over \$400,000 in improvements to the facility, which include energy efficiency upgrades to lighting and windows. As demonstrated in the application, the Village will see a much greater return on property taxes with the Class 6b than if the building was to become and remain vacant over the same period of time.

As is always the case with Class 6b property tax abatement requests, the applicant finds Cook County commercial property taxes to be burdensome. Based upon 2023 tax year (payable 2024) figures, an illustrative comparison of Cook County and DuPage County taxes is as follows:

For use as an example:

	<u>DUPAGE</u>	<u>COOK (No 6B)</u>	<u>COOK (With 6B)</u>
Market Value	\$2,600,000	\$2,600,000	\$2,600,000
Assessment Level	x .33	x .25	x .10
Assessed Valuation	\$ 858,000	\$ 650,000	\$ 260,000
Equalization Factor	x 1.0000	x 3.0163	x 3.0163
Equalized Value	\$ 858,000	\$1,960,595	\$ 784,238
Tax Rate (per \$100)	x 8.1559%	x 8.576%	x 8.576%
Taxes	\$ 69,978	\$ 168,141	\$ 67,256

DuPage County taxes for a similar building are nearly \$100,000 lower than Cook County taxes. In other terms, DuPage County property taxes are 58% lower than Cook County non-residential property taxes in this example. With the Cook County 6b abatement, property taxes become exponentially more competitive (around 4% lower than DuPage) in this instance.

As with the granting of Class 6b tax abatements in general, the net result of encouraging Class 6b tax abatement approvals will provide for a more aggressive atmosphere for economic development in Arlington Heights than other communities in the six-county region. Shanley Pump has been in Arlington Heights for over 30 years and wishes to invest further in the community. The company plans to employ up to 40 workers in the next five years and conduct approximately \$400,000 in improvements to help modernize this building, add sustainability features, and overall improve the property. Support of this incentive request will help this company thrive in the long-term and also continue to reinvest in an aging building constructed over 50 years ago. This investment will allow the building to serve a growing Arlington Heights enterprise, both now and in the future.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution - License Agreement Red Crown Holding LLC
Department: Police

Item Description:

In pursuit of public safety, the Village of Arlington Heights Police Department monitors traffic on public streets through a network of traffic monitoring cameras. Certain locations require cameras to be mounted on privately owned real property to ensure optimal operation on adjacent public streets. The Village desires to enter into a License Agreement with Red Crown Holding, LLC. for the purposes of entering, installing and maintaining such camera(s) at the location described in the license agreement.

Recommendation

Staff recommends the Village Board approve the associated Agreement and authorize the Village Manager to enter into an agreement with Red Crown Holding, LLC.

ATTACHMENTS:

1. RESOLUTION - License Agreement Graham Enterprises
2. License Agreement - Red Crown Holding LLC - Village of Arlington Heights

**A RESOLUTION ACCEPTING A
LICENSE AGREEMENT WITH RED CROWN HOLDING, LLC**

WHEREAS, the Village of Arlington Heights desires to install and maintain a traffic safety camera at 2250 South Arlington Heights Road, Arlington Heights, IL 60005 (***“Property”***), to monitor traffic on adjacent public streets in pursuit of improved public safety in Cook County; and

WHEREAS, the Village of Arlington Heights (***“Licensee”***) and Red Crown Holding, LLC. (***“Company”***) desires to enter into an agreement to allow the Village, or its agent, to enter the Property for installation and maintenance of the traffic safety camera on the terms and provisions set forth in the License Agreement; and

WHEREAS, the Village President and Board of Trustee have determined that approving the agreement will service and be in the best interest of the Village;

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

SECTION ONE: RECITALS. The facts and statement contained in the preamble to this Resolution are found to be true and correct and are thereby adopted as part of this Resolution.

SECTION TWO: APPROVALS The President and Board of Trustees hereby approve the License Agreement in substantially the form attached to this Resolution as Exhibit A.

SECTION THREE: EXECUTION OF AGREEMENT. The Village Manager is hereby authorized and directed to enter into the License Agreement with Red Crown Holding, LLC.

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

AYES:

NAYS:

PASSED AND APPROVED this 16th day of September 2024.

Village President

ATTEST:

Village Clerk

LICENSE AGREEMENT
(Village of Arlington Heights, IL)

THIS LICENSE AGREEMENT (this “**Agreement**”) is made as of _____, 2024 (“**Effective Date**”) by and between **RED CROWN HOLDING, LLC**, an Illinois limited liability company (“**Company**”), and the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois municipal corporation (“**Licensee**”).

Recitals

A. Company owns that certain parcel of real property located at 2250 South Arlington Heights Road, Arlington Heights, IL 60005 (the “**Property**”).

B. Licensee desires to have Flock Safety (“**Flock**”) install and maintain a traffic safety camera (the “**Traffic Camera**”) at the Property to monitor traffic on adjacent public streets.

C. Company is willing to allow Flock as agent of Licensee to enter the Property for installation and maintenance of the Traffic Camera at the Property on the terms and provisions set forth below.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Company agree as follows:

1. **Recitals and Access Agreement.** The Recitals set forth above are hereby incorporated into this Agreement.

2. **Grant and Duration of License.** Subject to the terms hereof, Company hereby grants to Licensee a revocable, non-exclusive license (the “**License**”) to (a) enter (or have Flock enter) the Property upon reasonable prior notice to Company and (b) install the Traffic Camera on the southwest portion of the property along Algonquin Road (42.04468743652473,-87.98390476400579) (the “**Installation**”), and periodic maintenance of the Traffic Camera including the removal and replacement of the Traffic Camera (the “**Maintenance**”), and for no other use or purpose. The License shall commence on the Effective Date and continue until termination at any time by Licensee, or until termination by Company, provided that the Company gives Licensee sixty (60) days written notice of termination of this Agreement (the “**License Period**”). Upon the termination of the License Period or this Agreement, Licensee shall promptly remove the Traffic Camera and repair any damage related to the Traffic Camera and its removal.

3. **Expenses and Installation and Maintenance.** Licensee shall be solely responsible for, and shall promptly pay when due and payable, all fees, costs and expenses associated with Licensee’s rights and obligations under this Agreement, including, without limitation, all approvals, certificates, permits, reports, plans and specifications in connection with the Installation and the Maintenance. In no event shall Company have any responsibility for any fees, costs, or performance of the Installation or the Maintenance in connection with Licensee’s exercise of its rights and obligations under this Agreement. Licensee shall perform or cause the Installation and the Maintenance to comply with all applicable ordinances, orders, rules and regulations of any

governmental authority having jurisdiction, whether now or hereafter in effect and to be performed in a lien free and good workmanlike manner. Except as expressly stated in this Section, Licensee shall not make any installations, alterations or modifications in, to or on the Property. Licensee shall not (and shall ensure that Flock does not) injure, deface or otherwise harm the Property; nor commit any nuisance; nor make, allow or suffer any waste.

4. **Access Agreement Terms.** Company and Licensee agree that Licensee may access the Property, only for the purpose of the Installation and the Maintenance, by providing notice to Company two (2) business days in advance of performance of the Installation or the Maintenance. At no time during the License Period may Licensee use the Traffic Camera to record footage of the Property.

5. **Indemnification.** Licensee waives all liability of Company for any and all risks, harms, damages, claims, lawsuits, or allegations arising from the rights exercised under this Agreement or related in any way to the Traffic Camera. Licensee agrees to indemnify, defend and hold Company harmless for any and all harms to persons, personal property and the Property in connection to or arising from the rights exercised under this Agreement or any actions by Licensee and its employees, agents and contractors, including, without limitation, Flock.

6. **Insurance.** Licensee shall, at its own cost and expense, maintain and keep in force at all times during the License Period and provide evidence of commercial general liability insurance from a carrier and in amounts reasonably acceptable to Company and that name Company as an additional insured. Notwithstanding anything to the contrary set forth in this Agreement, Licensee hereby releases the Company and its respective partners, officers, employees, and property manager from any and all liability or responsibility to Licensee or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

7. **Assignment.** Except as necessary for the exercise by Flock of the rights conferred by this Agreement, Licensee shall not assign, pledge or otherwise transfer its rights or obligations under this Agreement in whole or in part, whether voluntarily, involuntarily or by operation of law.

8. **No Estate Conveyed.** This Agreement does not and shall not be deemed to (a) constitute a lease or a conveyance of personal or real property by Company to Licensee or (b) confer upon Licensee any right, title, estate or interest in the Property. This Agreement grants to Licensee only a personal privilege revocable by Company on the terms set forth herein.

9. **Authority.** Licensee and Company represent and warrant to one another that the respective individuals executing this Agreement has the requisite authority to legally bind Licensee and Company, respectively, to this Agreement and all of the terms hereof.

10. **Exculpation of Company.** Neither Company, nor any partner, officer, director, member, or employee of Company, shall have any personal liability whatsoever with respect to this Agreement and the License granted herein.

11. **Severability.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions contained herein shall continue in full force and effect, and if the invalid or unenforceable provision could become valid and enforceable by limiting such invalid or unenforceable provision, then such provision shall be deemed to be written, construed and enforced as so limited

12. **Notice.** Any notices pursuant to this Agreement shall be given to the parties at the addresses set forth below their signatures.

13. **Counterparts; Captions Not Binding.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15. **E-Mail Signature.** Signatures to this Agreement transmitted by e-mail in PDF format shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement nor shall be deemed a default under the Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own e-mailed signature and shall accept the e-mailed signature of the other party to this Agreement. Delivery of the executed original of this Agreement or any e-mail signature page thereof may be given on behalf of a party by the attorney for such party.

16. **Interpretation.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. Whenever the words “include” or “including” are used in this Agreement, they shall be construed as incorporating, also, “but not limited to” or “without limitation” unless such words already immediately follow. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole unless otherwise specified.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE
PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

COMPANY:

RED CROWN HOLDING, LLC

By: _____

Name: John C. Graham

Title: Manager

750 Bunker Court, Suite 100

Vernon Hills, IL 60061

Attention: John C. Graham

LICENSEE:

VILLAGE OF ARLINGTON HEIGHTS

By: _____

Name: _____

Title: _____

33 South Arlington Heights Road

Arlington Heights, IL 60005

Attention:



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution - Spray Patching Equipment Purchase for Public Works

Department: Public Works & Engineering

Item Description:

The approved 2024 Capital Improvement Plan allocates \$215,000 to add a pothole spray patching truck to the Village's fleet. For approximately seven years, the Village has utilized a contractual pothole spray patch truck to supplement in-house maintenance of asphalt and concrete roadways. The results of the contractual spray patching program and the long-lasting nature of the patches on Village roadways have proven positive. Due to this maintenance method's efficacy, Public Works included in the budget integration of a spray patching truck to improve the department's routine maintenance activities.

During the summer of 2024, Public Works staff reviewed and evaluated several types of stand-alone spray patching trucks, roll-off units that can be attached to a snowplow truck, as well as tow-behind units. As a result of these demonstrations, staff has determined that the best option for the Village is the tow-behind spray patch trailer. This selection is a departure from the originally planned single-purpose truck for spray patching. After carefully reviewing the tow-behind unit, staff feels that the tow-behind spray patcher will improve the efficiency and effectiveness of the department's roadway repair efforts.

Staff proposes purchasing a 2023 Cimline Durapatcher tow-behind trailer with spray injection pothole patcher for a total cost of \$89,978.50. Staff leveraged competitive pricing through the Sourcewell Joint Purchasing Contract, which is a joint purchasing cooperative similar to Northwest Municipal Conference (NWMC). Alta Equipment Company of Orland Park, Illinois, holds the Sourcewell contract for Cimline spray patcher trailers.

Funding for this purchase is available in the Capital Equipment Replacement Budget, Account No. 401-7101-550150 EQ9401.

RECOMMENDATION

Staff recommends awarding Alta Equipment Company of Orland Park,

Illinois, the purchase of one 2023 Crimeline Durapatcher tow-behind trailer with spray injection pothole patcher for \$89,978.50, as authorized in the attached resolution.

ATTACHMENTS:

1. RESOLUTION - Spray Patcher - Equipment Purchase and contract

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF A CONTRACT
FOR THE SPRAY PATCHER – EQUIPMENT PURCHASE
TO ALTA EQUIPMENT COMPANY OF ORLAND PARK, ILLINOIS

WHEREAS, the Village sought bids for the award of a contract for Spray Patcher – Equipment Purchase (“*Contract*”); and

WHEREAS, Alta Equipment Company, of Orland Park, Illinois (“*Contractor*”), was the lowest responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; and

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

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

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

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

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

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

AYES:

NAYS:

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

Village President

ATTEST:

Village Clerk

EXHIBIT A
CONTRACT

Village of Arlington Heights

Ray Salisbury
222 N. Ridge Avenue
Arlington Heights, IL 60005

August 26, 2024



ARLINGTON HEIGHTS
ILLINOIS

Alta Equipment is quoting to you for your favorable review a 2023 Cimline Durapatcher P2 trailer-based spray injection pothole patcher with the 12-volt nozzle heater option that was demonstrated to the Village of Arlington Heights. This unit is quoted through Cimline's Sourcewell Contract #080521-CME with the following standard and optional features, including:

New 2023 CMPG Durapatcher P2 Trailer Mounted Patcher

Total Hours: 30.6

- 250 gallon emulsion capacity
- 2 x 1500W electric blankets for overnight heating
- 450 CFM @ 1500 rpm blower w/ Vent-Flo nozzle
- Stress free trifold boom for 18-ft working radius
- Large, external temperature gauge
- 74 hp John Deere Tier IV Final engine (No DEF)
- 18 gallon fuel capacity
- 2" x 6" x ¼" rectangular tube frame
- Dual leaf spring axles w/ electric brakes
- Gravity fed aggregate from tow vehicle to hopper
- Dual heated blankets w/ thermostat control
- White/Amber LED light bar w/ amber strobe
- 12v Vent-Flow Nozzle Heater (**Option**)
- Two Year Standard Warranty

DuraPatcher P2 Trailer Based Spray Injection Patcher	\$ 109,000.00
12 Volt Nozzle Heater	\$ 850.00

Total List Price Durapatcher P2 with Options	\$ 109,850.00
Sourcewell Contract Discount 10% Off List	\$ 10,985.00
Additional Alta Equipment Discount 10% of Net	\$ 9,886.50
Additional Demo Hours Discount	\$ 1,000.00
Special One Time Freight Charge	\$ 2,000.00

TOTAL SOURCEWELL PRICE\$ 89,978.50

In Stock – Alta Equipment Illinois - South Elgin Branch

Thank you for the opportunity to take of your equipment need and feel free to contact me any time should you have any questions.

Sincerely,

Ernie Prudhomme
Compact Account Manager
Alta Equipment Company®
Cell: 815-404-3546
Ernie.prudhomme@altg.com
www.altg.com



ALTA EQUIPMENT COMPANY
Fostering Customers for Life.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution - Vail Promenade ITEP Grant Application

Department: Planning & Community Development

Item Description:

Request

Staff and consultants have prepared an application to submit for Illinois Transportation Enhancement Program (ITEP) Funds for the Vail Promenade Downtown Pedestrian Accessibility and Streetscape Enhancement Project. The grant application includes additional potential streetscape enhancement possibilities, including the expansion of Harmony Park with a permeable paver pedestrian-friendly woonerf type concept. A resolution needs to be approved by the Village Board on September 16, 2024, in order to meet the application deadline of September 30, 2024.

Background

On July 10th, 2023, a presentation was made to the Committee-of-the-Whole regarding downtown development and entertainment district streetscape as well as pedestrian plan enhancements. The purpose of the report and presentation was to focus on amenities that the Village of Arlington Heights could implement to the urban fabric, as well as, touching upon some potential redevelopment opportunities which include the Vail Avenue/Permeable Paver/Streetscape and Pedestrian Plan.

Improvements for the Vail Promenade are anticipated to generally include creating a paver street area utilizing permeable pavers, traffic-calming features, streetscape elements including enhanced pedestrian amenities and landscaping enhancements, lighting improvements, gateway features, drainage improvements, and implementation of green infrastructure elements.

As part of the 2024 budget, funds were budgeted for phase one engineering for the Vail Avenue Promenade. The purpose of the phase one engineering is to assist with moving the Vail Promenade project forward and to improve the chances of obtaining grant funds for the project. On August 5, 2024, the Village Board authorized the Village Manager to execute a contract with V3 Engineering for phase one engineering services for the Vail Promenade project.

Funding

The ITEP grant allows for a maximum \$3 million grant award and is now on a two-year application cycle. The deadline for the current application cycle is September 30. A 20% local match is required. Therefore, if successful, the Village's local portion of this cost could be 20% instead of 100%. The savings could then be utilized towards the Village's overall 20% match. In addition, funds from the Green Aggregation program could be utilized towards the local contribution for the permeable paver component of the Village's match if successful in the grant application.

Recommendation

It is recommended that the attached resolution approving the ITEP grant application be approved.

ATTACHMENTS:

1. AH Resolution Authorizing ITEP Grant Application 4877-0788-7330

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR AN ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM GRANT FOR THE VAIL PROMENADE
DOWNTOWN PEDESTRIAN ACCESSIBILITY AND STREETScape ENHANCEMENT PROJECT

WHEREAS, the Illinois Department of Transportation issues grants through its Illinois Transportation Enhancement Program (“ITEP”) for community-based projects that enhance the transportation experience by improving the cultural, historic, aesthetic, and environmental aspects of transportation infrastructure; and

WHEREAS, ITEP grants may be used to reimburse the sponsors of eligible projects for up to 80 percent of the costs thereof; and

WHEREAS, the Village desires to apply for an ITEP grant for reimbursement of a portion of the costs to be incurred in connection with the Vail Promenade Downtown Pedestrian Accessibility and Streetscape Enhancement Project (“Project”); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to: (i) apply for an ITEP grant for the Project; and (ii) pledge to provide Village funds for the implementation of the Project, which amount includes ineligible costs and up to 20 percent of eligible costs of the estimated cost of implementation;

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

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

SECTION 2: AUTHORIZATION TO FILE ITEP GRANT APPLICATION. The President and Board of Trustees hereby authorize the Village Manager to execute an application for an ITEP grant for the implementation of the Project, and all necessary documentation related thereto.

SECTION 3: PLEDGE OF VILLAGE FUNDING. The President and Board of Trustees hereby pledge to provide Village funds for the implementation of the Project, which amounts include ineligible costs and up to 20 percent of eligible costs of the estimated cost of implementation, upon approval of an ITEP grant for the Project, subject to the Village’s discretion to decline the ITEP grant in the event Village funds are not available to pay its portion of Project costs.

SECTION 4: DELIVERY. The President and Board of Trustees hereby authorize and direct the Village Manager to deliver a copy of this Resolution to the Illinois Department of Transportation as part of the application authorized pursuant to Section 2 of this Resolution.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of September, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: Resolution for Approval - Change Order #1 - Resident Engineer and Construction Inspection Services

Department: Public Works & Engineering

Item Description:

On November 6, 2023 the Village Board awarded the 2023 DCEO - MFT Beverly/Rockwell/Ridge Rehabilitation/Reconstruction Project to RW Dunteman Company in the amount of \$2,972,000. On March 18, 2024 the contract was increased to \$3,092,912 for the water main relocation on Rockwell St under Change Order No. 1. On September 3, the contract was increased to \$3,351,912 for the additional pavement base improvements needed on Ridge Ave and Rockwell Street under Change Order No.2.

On February 5, 2024, the Village Board awarded a Construction Engineering Services contract to Doland Engineering, LLC of Palatine, IL for Resident Engineer and full construction oversight for the Beverly/Rockwell/Ridge project.

The Beverly/Rockwell/Ridge project has included many challenges due to the age of the underlying infrastructure that required additional work efforts by the Resident Engineer and inspectors. The August 23, 2024 Friday Packet to the Board included a memo describing additional construction contract work efforts and costs, including pavement base undercuts, additional pavement base course, and water main work and the request for additional Change Orders. These conflicts required more time to re-design the planned utility work at a higher-level engineer grade than planned. In addition, the work for sub-base issues required longer hour days to meet schedule requirements, which led to increased hours as well.

Staff is requesting Board approval of Change Order #1 to the current contract with Doland Engineering, LLC in the amount of \$55,000 for a new not to exceed amount of \$214,536. Construction Engineering services are 6.4% of the construction costs which is below the 10%-15% industry standard.

Funding is available in the current budget under the following accounts:

-General Fund, Professional Services 101-7101-520050:	\$42,000
-Capital Projects Fund, Road Projects 401-7101-550300 (ST9008):	<u>\$13,000</u>
Total =	\$55,000

RECOMMENDATION

It is recommended that the Village Board approve and authorize the Village Manager to execute Change Order No. 1 and Resolution for the Resident Engineer and Construction Inspections Services for the DCEO-MFT Rockwell, Beverly, Ridge Project with Doland Engineering, LLC.

ATTACHMENTS:

1. Resolution for Change Order #1

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 1 WITH
DOLAND ENGINEERING, LLC OF PALATINE, IL,
FOR RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES

WHEREAS, the Village approved a contract with Doland Engineering, LLC (“*Consultant*”) for Resident Engineer and Construction Inspection Services (“*Services*”) on February 5, 2024; and

WHEREAS, the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time of contract approval; and

WHEREAS, the Village has determined that Doland Engineering, LLC of Palatine, IL (“*Consultant*”), is the most appropriate for the provision of the Services; and

WHEREAS, the Village and Consultant desire to enter into an agreement for Change Order No. 1 for the provision of the Services by Consultant (“*Change Order No. 1*”); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Board of Trustees hereby approves the Agreement by and between the Village and Consultant, in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Consultant; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

AYES:

NAYS:

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

Village President

ATTEST:

Village Clerk

{00132828.1}
4881-7823-1409, v. 1

EXHIBIT A
AGREEMENT

VILLAGE OF ARLINGTON HEIGHTS
CHANGE ORDER

PROJECT Resident Engineer & Construction
Inspection Services

CHANGE ORDER # 01

CONTRACTOR Doland Engineering, LLC.
334 E Colfax Street, Suite C
Palatine, IL 60067

PURCHASE ORDER 20240212

DATE August 23, 2024

You are authorized to make the following change(s) in this contract:

Original Contract sum \$159,536.00

Contract sum prior to this change order \$159,536.00

Contract sum will be increased by \$55,000.00

The new contract sum \$214,536.00

The contract completion date will be changed to No Change

The reason(s) for the referenced change(s) in this contract are as follows:

*** see attached memo ***

NOTE: In accordance with state law, at least one of the three following conditions must be met if this change order exceeds \$25,000 and/or 30 days:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed,
2. The circumstances said to necessitate the change in performance were not within the contemplation of the contract as signed,
3. The circumstances said to necessitate the change are in the best interest of the Village and authorized by law.

*Not valid unless signed by the Village Manager. Signature of the contractor indicates his agreement herewith.

Consultant: By: [Signature] Date: 8/26/24

Project Engineer: By: Bruce F. Schwab Date: 08/29/2024

Department Head: By: _____ Date: _____

Finance Director: By: _____ Date: _____

Village Manager: By: _____ Date: _____

Forward to Purchasing Agent to be processed.



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: Resolution for Approval - Change Order #2 - Grant Assistance Consulting Services

Department: Public Works & Engineering

Item Description:

Since 2020, Public Works & Engineering has successfully utilized a consulting firm to assist with seeking grants and preparing grant applications to help fund Capital Improvement Projects. These efforts have been beneficial in procuring grants and have proven to be an excellent return on investment.

Services are provided on an on-call basis, with past contracts limited to \$20,000 per year. Due to the number of grants available that are applicable to current and future capital projects, Amendment #1 in the amount of \$10,000 was approved in May 2024 by the Village Board to the current contract amount of \$30,000.

An additional funding opportunity through the FEMA Hazard Mitigation Grant Program is open to applications this fall. FEMA grant applications are complex and require more effort than most other grant applications. The Scarsdale Estates Drainage project is a candidate for this program and staff recommends pursuing this opportunity to help fund construction. The project would be eligible for up to \$2.9 Million in grant funding at a 75%/25% match.

The project's estimated cost is \$3,866,000 and is expected to provide drainage improvements to approximately 111 homes, equating to \$34,829/home. Factoring in the grant funding, the Village's 25% share of \$966,500 would equate to \$8,707/home. Staff does not believe it would be prudent to pursue this project unless grant funds are received.

Staff is requesting Board approval of Amendment #2 to the current contract with Baxter & Woodman, Inc. in the amount of \$18,000 for a new, not to exceed, amount of \$48,000. Funding is available in the current budget under Storm Water Control Fund account number 426-7101-550250.

RECOMMENDATION

It is recommended that the Village Board approve and authorize the Village Manager to execute Amendment No. 2 and Resolution for the 2024 Grant Assistance Consulting Services.

ATTACHMENTS:

1. Resolution for Change Order #2

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 2
WITH BAXTER & WOODMAN, INC. OF CHICAGO, IL,
FOR GRANT ASSISTANCE CONSULTING SERVICES

WHEREAS, the Village approved a contract with Baxter & Woodman, Inc. (“*Consultant*”) for Grant Assistance Consulting Services (“*Services*”) on February 1, 2024; and

WHEREAS, the Village approved Amendment No. 1 for the provision of the Services by Consultant on May 20, 2024; and

WHEREAS, the Village and Consultant desire to enter into an agreement for Amendment No. 2 for the provision of the Services by Consultant (“*Amendment No. 2*”); and

WHEREAS, the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time of contract approval; and

WHEREAS, the Village has determined that Baxter & Woodman, Inc. of Chicago, IL (“*Consultant*”), is the most appropriate for the provision of the Services; and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Board of Trustees hereby approves the Agreement by and between the Village and Consultant, in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Consultant; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

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

Village President

ATTEST:

Village Clerk

EXHIBIT A
AGREEMENT

August 28, 2024

Mr. Michael L. Pagones, PE
Village Engineer
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

Subject: Village of Arlington Heights – 2024 Grant Funding Assistance – Amendment No. 2

Dear Mr. Pagones:

Baxter & Woodman, Inc. is pleased to submit this second Amendment to our proposal dated January 29, 2024, for additional on-call assistance with grant applications. The Scope of Services as outlined in our January 29, 2024, Proposal shall remain.

Engineering Fee

The Village shall pay the Engineer for the services performed or furnished, based upon the Engineer's standard hourly billing rates for the actual work time performed, plus reimbursement of out-of-pocket expenses including travel. The total amount of this Amendment is estimated to be an additional **\$18,000** for an amended not to exceed amount of **\$48,000**.

The Standard Terms and Conditions attached to the January 29, 2024 proposal shall apply to this Amendment. If you find this Amendment acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Matthew J. Moffit, PE, CFM
Associate Vice President

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution Approving Change Order #1 for the 2024
Pavement Rejuvenation (Reclamite) Program

Department: Public Works & Engineering

Item Description:

Since 2017, the Public Works and Engineering Department has utilized Reclamite pavement rejuvenation as part of the Department's Roadway Preventive Maintenance Program. Reclamite is an emulsion made up of specific petroleum oils and resins formulated to extend the life cycle of asphalt pavement by restoring and preserving the asphalt's binder. Staff has been satisfied with the product's performance in reducing cracks and prolonging the life of the pavement and has observed the efficacy of Reclamite in numerous areas throughout the Village.

Earlier this year, the Village of Winnetka led the pavement rejuvenation bid for the Municipal Partnering Initiative (MPI). MPI is a collaboration of more than 18 local municipalities that jointly bid out maintenance contracts to benefit from economies of scale, which includes a three-year contract for pavement rejuvenation. Bids were advertised and publicly opened by the Village of Winnetka on behalf of the MPI on February 28, 2024. Corrective Asphalt Materials, Inc. was the only qualifying bid received by the MPI with a unit price of \$1.14 per square yard.

Although the program budget has remained relatively constant, the size and cost of the program continue to rise. Increased Motor Fuel tax allotments started in 2019 led to additional roads needing attention and recent price increases have further reduced the amount of roadways that can be treated.

As the Department's capital projects come to completion for the year, Staff have had the opportunity to review the current state of the road project account and found that there will be sufficient funding available in the Street Program funding line item. As a result of these savings, Public Works and Engineering would like to utilize \$78,000 in savings realized from other projects this year to complete an additional 67,581 square yards of pavement rejuvenation to keep this important capital program on track for the year.

Funding is available in Account No. 401-7101-550300 (ST9008).

RECOMMENDATION

It is recommended that the Village Board approve Change Order #1 for the 2024 Pavement Rejuvenation (Reclamite) Program and increase the contract to Corrective Asphalt Materials, Inc. of South Roxana, Illinois, by \$78,000 to a total contract value of \$398,000 and approve the attached resolution.

ATTACHMENTS:

1. RESOLUTION Approving Change Order #1 for 2024 Pavement Rejuvenation Program with Change Order

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING CHANGE ORDER NO. 1
WITH CORRECTIVE ASPHALT MATERIALS, INC. OF SOUTH ROXANA, IL,
FOR THE 2024 PAVEMENT REJUVENATION (RECLAMITE) PROGRAM

WHEREAS, the Village approved a contract with Asphalt Materials, Inc. (“*Contractor*”) for the 2024 Pavement Rejuvenation (Reclamite) Program (“*Project*”) on March 18, 2024; and

WHEREAS, the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time of contract approval; and

WHEREAS, the Village and Contractor desire to enter into an agreement for Change Order No. 1 for the additional work efforts by Contractor (“*Change Order No. 1*”); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Board of Trustees hereby approves the Agreement by and between the Village and Contractor, in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by Contractor; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

AYES:

NAYS:

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

Village President

ATTEST:

Village Clerk

{00132828.1}

EXHIBIT A
AGREEMENT

**VILLAGE OF ARLINGTON HEIGHTS
CHANGE ORDER**

PROJECT **Pavement Rejuvenation (Reclamite) 2024 Program** CHANGE ORDER # **01**

CONTRACTOR Corrective Asphalt Materials, Inc.
300 Daniel Boone Trail
South Roxana, Illinois 62087

PURCHASE ORDER 20240413

DATE September 16, 2024

You are authorized to make the following change(s) in this contract:

Original Contract sum	<u>\$320,000.00</u>
Contract sum prior to this change order	<u>\$320,000.00</u>
Contract sum will be increased by	<u>\$78,000.00</u>
The new contract sum	<u>\$398,000.00</u>

The reason(s) for the referenced change(s) in this contract are as follows:

NOTE: In accordance with state law, at least one of the three following conditions must be met if this change order exceeds \$25,000 and/or 30 days:

1. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed,
2. ~~The circumstances said to necessitate the change in performance were not within the contemplation of the contract as signed,~~
3. ~~The circumstances said to necessitate the change are in the best interest of the Village and authorized by law.~~

*Not valid unless signed by the Village Manager. Signature of the contractor indicates his agreement herewith.

Consultant: By: _____ Date: _____

Project Engineer: By: _____ Date: _____

Department Head: By: _____ Date: _____

Finance Director: By: _____ Date: _____

Village Manager: By: _____ Date: _____

Forward to Purchasing Agent to be processed.



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution Approving Plat of Easement - Chase Bank - 585 E. Palatine Rd.

Department: Planning & Community Development

Item Description:

Village staff is requesting approval of a Plat of Easement associated with the project located at 585 E. Palatine Road. Previously, the petitioner, JPMorgan Chase Bank NA, was granted a special use permit and variation to allow for the construction of a bank with a drive-through at 585 E. Palatine Road through Village Ordinance 24-007. A condition of the approval under the ordinance was to provide a sidewalk easement to the Village (Section 5.G). The condition states "that prior to issuance by the Village of a certificate of occupancy for the Proposed Improvements, the Village must be provided with an executed and recorded public sidewalk easement for the portions of the public sidewalk that encroach on the Property, subject to review and approval by the Village."

Recommendation

The Village staff has coordinated with JPMorgan Chase Bank on the attached plat of easement for the public sidewalk and is recommending approval through the requested resolution.

ATTACHMENTS:

1. Resolution Approving Plat of Easement for JPMorgan Chase Property - 585 E Palatine Rd
2. Ord 24-007 - Signed & Recorded
3. Plat of Easement Grant

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF EASEMENT
(585 E. Palatine Road)

WHEREAS, JPMorgan Chase Bank N.A. (“*Applicant*”) is the record title owner of that certain parcel of real property located in the B-2 General Business District, commonly known as 585 E. Palatine Road, Arlington Heights, Illinois, and legally described in Exhibit A attached to and, by this reference, made a part of this Resolution (“*Property*”); and

WHEREAS, on February 5, 2024, the Village Board approved Ordinance No. 24-07, granting the Applicant a special use permit and variation, and amending Ordinance No. 84-10, for a bank and drive-through facility on the Property (“*2024 Ordinance*”); and

WHEREAS, Section 5.G of the 2024 Ordinance requires that, prior to the issuance by the Village of a certificate of occupancy for the Property, the Applicant must provide the Village an executed and recorded public sidewalk easement for the portions of the public sidewalk that encroach on the Property; and

WHEREAS, the Applicant intends to grant the Village an easement across the Property pursuant to that certain plat of easement prepared by Kimley Horn, consisting of one sheet, with a latest revision date of August 9, 2024, attached to and, by this reference, made a part of this Resolution as Exhibit A (“*Plat of Easement*”); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the Plat of Easement, subject to the terms and conditions set forth in this Resolution;

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

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

SECTION 2. APPROVAL OF PLAT OF EASEMENT. The President and Board of Trustees hereby approves the Plat of Easement for the Property.

SECTION 3. EXECUTION OF PLAT. The Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat of Easement.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
PLAT OF EASEMENT



2407208043

Doc# 2407208043 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 3/12/2024 4:08 PM

PAGE: 1 OF 29

VILLAGE OF ARLINGTON HEIGHTS

ORDINANCE NO. 2024- 07

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATION,
AND AMENDING ORDINANCE NO. 84-10, FOR A BANK AND DRIVE-THROUGH
(585 E. Palatine Rd.)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ARLINGTON HEIGHTS
THIS 5 DAY OF February, 2024.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Arlington Heights,
Cook County, Illinois this
6 day of February, 2024

Rebecca Hume
Village Clerk

AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND VARIATION,
AND AMENDING ORDINANCE NO. 84-10, FOR A BANK AND DRIVE-THROUGH
(585 E. Palatine Rd.)

WHEREAS, JPMorgan Chase Bank N.A. ("*Applicant*") is the contract purchaser of that certain property owned by GW Rand Palatine AH LLC ("*Owner*") located in the B-2 General Business District ("*B-2 District*"), commonly known as 585 E. Palatine Rd., and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance ("*Property*"); and

WHEREAS, the Property is currently improved with a vacant commercial structure and other related improvements (collectively, the "*Existing Improvements*"); and

WHEREAS, the Applicant desires to demolish the Existing Improvements and construct a 5,941 square foot Chase Bank building on the Property, which will include two drive-through lanes and 29 parking stalls (collectively, the "*Proposed Improvements*"); and

WHEREAS, in 1984, the Village Board adopted Ordinance No. 84-10, approving the rezoning of the Property into the B-2 District and requiring development of the Property to be substantially compliant with the plans submitted with the application for rezoning; and

WHEREAS, Applicant desires to eliminate Section Two of Ordinance 84-10 in its entirety, which required the Property to be substantially compliant with the plans submitted as part of the approved rezoning and which granted signage variations ("*Proposed Amendment*"); and

WHEREAS, pursuant to Section 5.5-1 of "The 2002 Comprehensive Amendment of the Zoning Ordinance of the Village of Arlington Heights," as amended ("*Zoning Code*"), the drive-through lanes portion of the Proposed Improvements may only be constructed and used on the Property upon issuance by the Village Board of Trustees of a special use permit therefor; and

WHEREAS, pursuant to Section 6.5-2 of the Zoning Code, an accessory structure may only be located in a rear yard; and

WHEREAS, the Applicant desires to construct a canopy accessory structure over a drive-through lane on the Property that would extend beyond the rear yard, in violation of Section 6.5-2 of the Zoning Code; and

WHEREAS, pursuant to Sections 8 and 12 of the Zoning Code, the Applicant, with the Owner's consent, has filed an application for approval of: (i) the Proposed Amendment to eliminate Section Two of Ordinance No. 84-10 in its entirety; (ii) a special use permit to permit the construction and operation of the two drive-through lanes portion of the Proposed Improvements on the Property; and (iii) a variation from Section 6.5-2 of the Zoning Code to allow an accessory structure outside of a rear yard on the Property (collectively, the "*Requested Relief*"); and

WHEREAS, a public hearing of the Plan Commission of the Village to consider approval of the Requested Relief was duly advertised in the *Daily Herald* on December 5, 2023, and held on December 20, 2023; and

WHEREAS, on December 20, 2023, the Plan Commission made findings and recommendations in support of the Requested Relief, with conditions; and

WHEREAS, the President and Board of Trustees have determined that the Requested Relief meets the required standards for a special use permit, a variation, and an amendment as set forth in Sections 8.2 and 12.2 of the Zoning Code; and

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

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

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

SECTION 2. GRANT OF SPECIAL USE PERMIT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, and in accordance with, and pursuant to, Section 8 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a special use permit to the Applicant to construct and operate two drive-through lanes in connection with the Proposed Improvements on the Property.

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, and in accordance with, and pursuant to, Section 12 of the Zoning Code and the home rule powers of the Village, the Village hereby grants a variation from Section 6.5-2 of the Zoning Code to permit the construction of a canopy over a drive-through lane outside of the rear yard of the Property in connection with the Proposed Improvements of the Property:

SECTION 4. GRANT OF AMENDMENT TO ORDINANCE NO. 84-10. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, and in accordance with the home rule powers of the Village, Section Two of Ordinance No. 84-10 is hereby eliminated in its entirety. The remainder of Ordinance No. 84-10 will continue in effect in accordance with, and subject to, the terms of this Ordinance and the Zoning Code.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 2, 3, and 4 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions. For all conditions set forth in this Section 5 for which the Village may conduct a review, make a modification, make an approval, or make a determination, the Village Manager, or their designee, is authorized to take that action in their sole discretion and to their satisfaction. The Applicant will bear all costs for compliance with its obligations in this Section 5 and elsewhere in this Ordinance, unless otherwise noted.

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Improvements and the Property must comply at all times with all applicable Federal, State, and Village statutes, codes, ordinances, and regulations, as the same have been or may be amended from time to time. Additionally, all Proposed Improvements work within Illinois Department of Transportation ("IDOT") rights-of-way will require permits from IDOT, as applicable.

- B. Compliance with Plans. Except for minor changes and site work approved by the Village Director of Building & Life Safety (for matters within their permitting authority) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Improvements and of the Property must be substantially compliant with the following plans (collectively, the “Plans”), and as the Plans will be modified in compliance with this Section 5:
1. The Architectural Plans, prepared by The Architects Partnership, Ltd. and consisting of three sheets, with a last revision date of November 19, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B;
 2. The Engineering Plans, prepared by Kimley-Horn and Associates, Inc. and consisting of nine sheets, with a last revision date of December 7, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit C;
 3. The Landscape and Tree Preservation Plans, prepared by Terra Engineering Ltd. and consisting of three sheets, with a last revision date of December 7, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit D; and
 4. The Photometric Plan, prepared by Facility Solutions Group, Inc. and consisting of one sheet, with a last revision date of December 1, 2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit E.
- C. Design Approval. Prior to submittal of a building permit application for the Proposed Improvements, the Applicant must modify the Plans to comply with the following portions of the Village’s Design Commission motion passed on November 28, 2023, with the requirements being mandatory and the recommendations being optional in the Applicant’s discretion, subject to Village review and approval during the building permit review process:
1. A requirement to raise the height of the stone tower on the building by approximately one foot.
 2. A recommendation to lower the height of the entrance tower by approximately one foot.
 3. A requirement to modify the exterior building lighting plan per Village direction.
 4. A recommendation to modify the water collection point on the building roof with a rain chain or other unique feature.
 5. A recommendation to include solar panels on the building in a dark color.
- D. Feature Design. Prior to Village issuance of a building permit for the Proposed Improvements, the Applicant must modify the Plans to enhance the design of the focal point feature at the southwest corner of Rand Road and Palatine Road on the Property, subject to review and approval by the Village.

- E. Landscaping. Prior to submittal of a building permit application for the Proposed Improvements, the Applicant must modify the Plans by replacing the seven compact junipers proposed to be adjacent to the dumpster enclosure near the southeast corner of the building portion of the Proposed Improvements with seven upright evergreen shrubs, subject to review and approval by the Village.
- F. Future Crosswalks. If, prior to Village issuance of a building permit for the Proposed Improvements, the design of the proposed crosswalks on the southern and western legs of the Palatine Road and Rand Road intersection are approved by the Village, the Applicant must modify the Plans to reconfigure the connection ramps between the sidewalk and the crosswalk to align with the new crosswalk locations and construct the connection ramps as depicted in the modified Plans, subject to review and approval by the Village.
- G. Sidewalk Easement. Prior to issuance by the Village of a certificate of occupancy for the Proposed Improvements, the Village must be provided with an executed and recorded public sidewalk easement for the portions of the public sidewalk that encroach on the Property, subject to review and approval by the Village.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded on title to the Property with the Cook County Clerk's Recording Division. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2, 3, and 4 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2, 3, and 4 of this Ordinance unless they first provide the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District and the applicable provisions of the Village Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such enforcement action as may be appropriate under the circumstances.

SECTION 8. AMENDMENTS. Any amendments to the approvals granted in Sections 2, 3, or 4 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 10. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law; and
 2. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit F attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.2 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

AYES: **GRASSE, LABEDZ, SCHWINGBECK, BALDINO, BERTUCCI, DUNNINGTON, SHIRLEY, TINAGLIA, HAYES**
NAYS: **NONE**

PASSED AND APPROVED THIS 5 day of February, 2024

Thomas W. Hayes
Village President

ATTEST:
Rebecca Hume
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTHWESTERLY OF THE CENTER OF RAND ROAD, ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCELS 1 AND 2, THAT PART THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

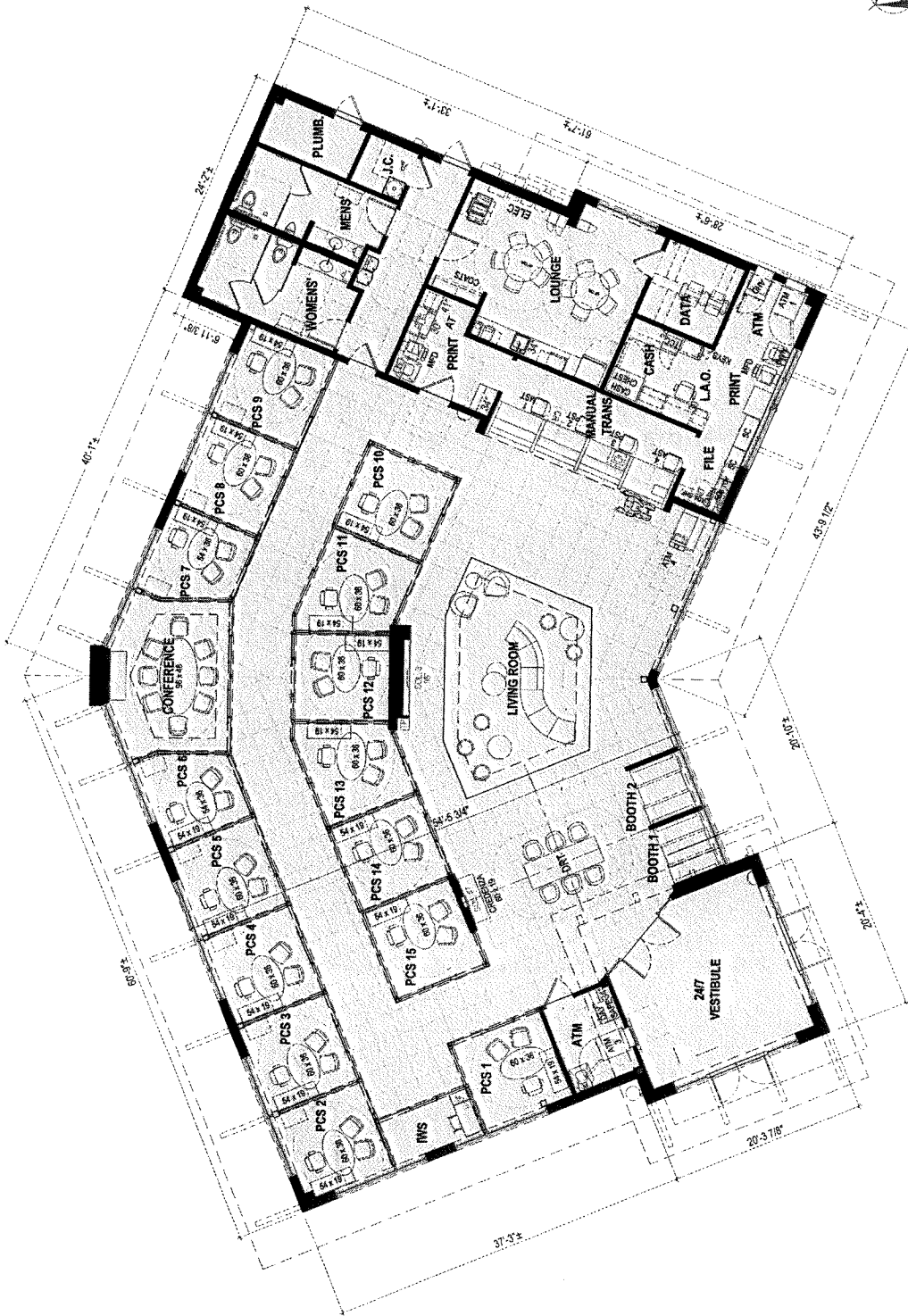
BEGINNING IN THE WEST LINE OF THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 149.2 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 (AS MEASURED ON SAID WEST LINE); THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 131.0 FEET; THENCE SOUTHEASTERLY TO THE INTERSECTION WITH A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL TO THE CENTER LINE OF RAND ROAD AT A POINT 193.59 FEET NORTHWESTERLY OF THE EAST LINE OF THE NORTHWEST 1/4 AFORESAID (AS MEASURED ON THE SOUTHWESTERLY LINE); THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF RAND ROAD TO ITS INTERSECTION WITH THE EAST LINE OF AFORESAID NORTHWEST 1/4, ALL IN COOK COUNTY, ILLINOIS.

Commonly known as: 585 E. Palatine Rd., Arlington Heights, Illinois 60004

P.I.N.: 03-20-101-002

EXHIBIT B

ARCHITECTURAL PLANS



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

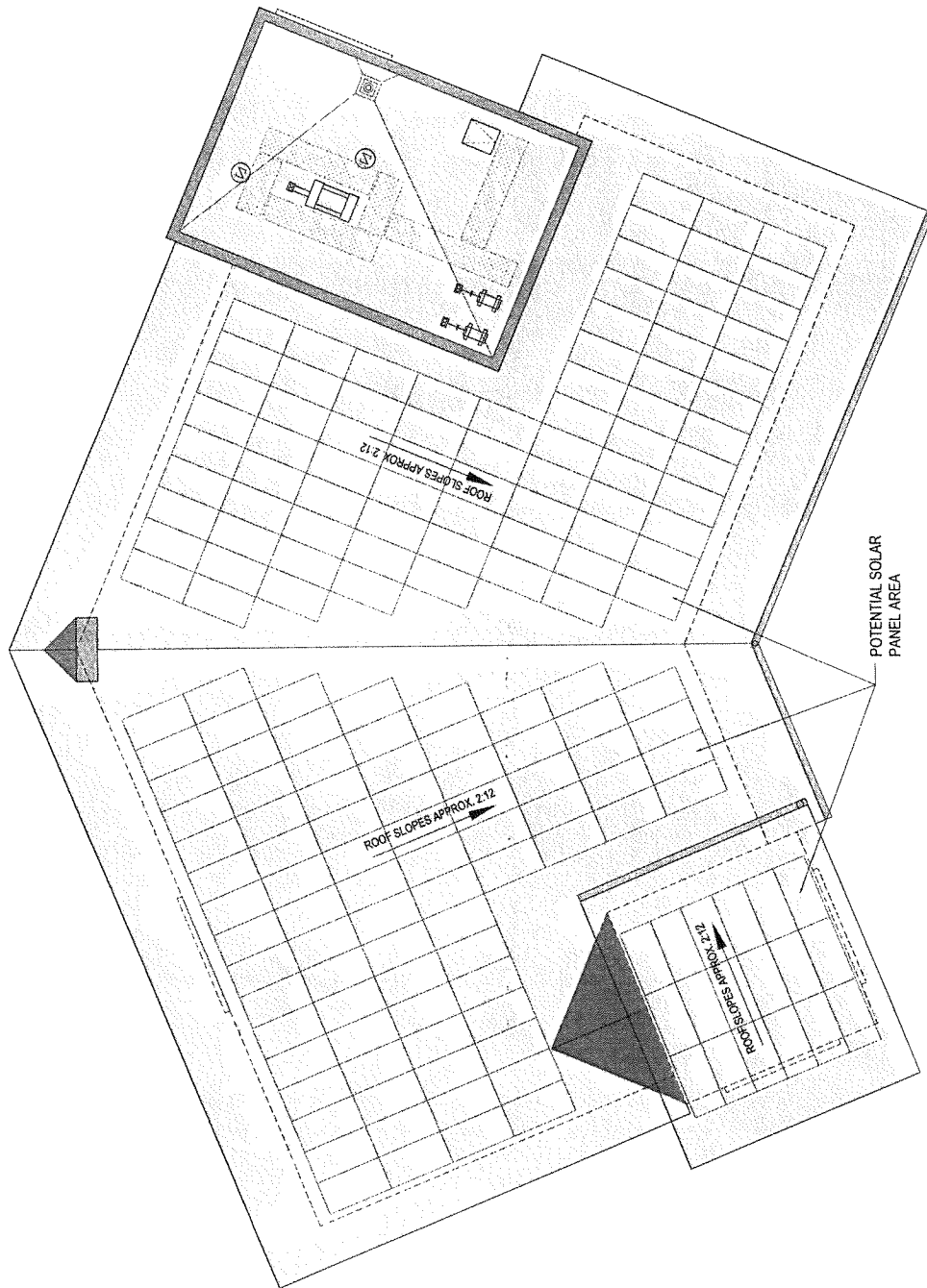
0 5 10 15 20 25 30

CHASE
PALATINE RD. AND RAND
 585 E Palatine Rd.
 Arlington Heights, IL 60004

FLOOR PLAN
 09.19.2023

Architect/Designer
 The Architects Partnership, Ltd.
 200 South Michigan Avenue
 Chicago, IL 60604
 t: 312.583.9800
 f: 312.583.9890
 TAP Project Number: 23019





SCALE: 1/8" = 1'
0 5 10 30'



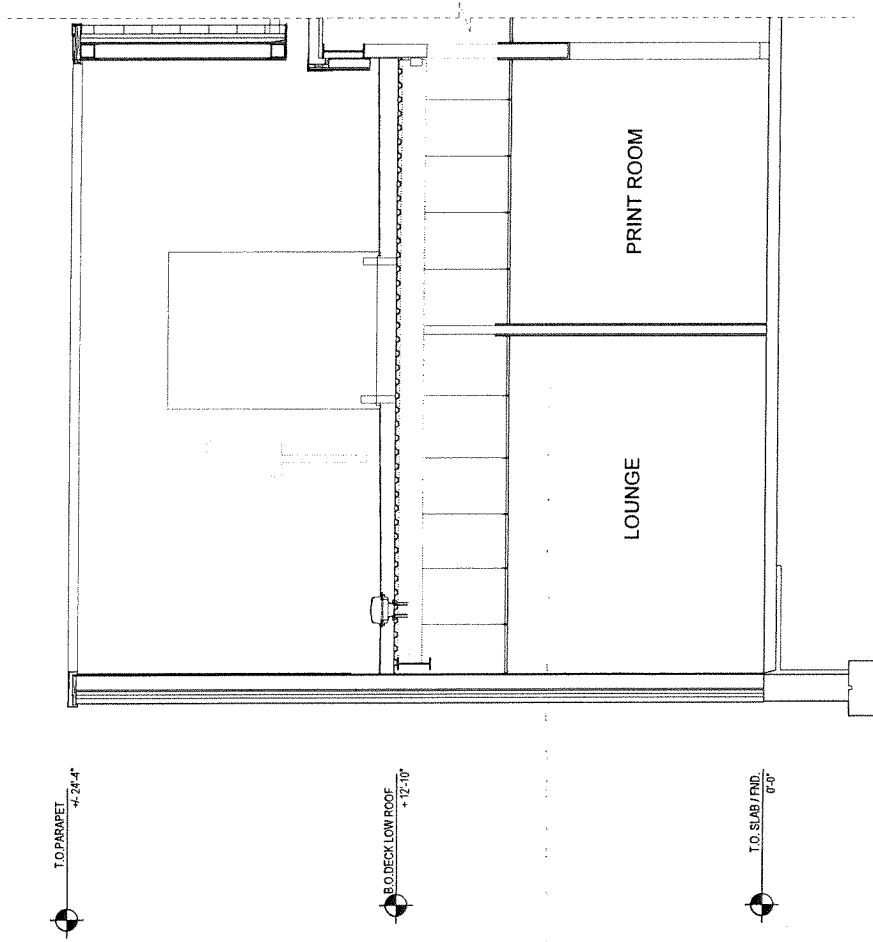
Architect/Designer
The Architects Partnership, Ltd.
200 South Michigan Avenue
Chicago, IL 60604
t: 312.583.9800
f: 312.583.9890
TAP Project Number: 23019

ROOF PLAN

09.19.2023



PALATINE RD. AND RAND
585 E Palatine Rd.
Arlington Heights, IL 60004



CHASE
 PALATINE RD. AND RAND
 585 E Palatine Rd.
 Arlington Heights, IL 60004

Architect/Designer
 The Architects Partnership, Ltd.
 200 South Michigan Avenue
 Chicago, IL 60604
 t: 312.563.9800
 f: 312.563.9890
 TAP Project Number: 23019

BUILDING SECTION
 09.19.2023

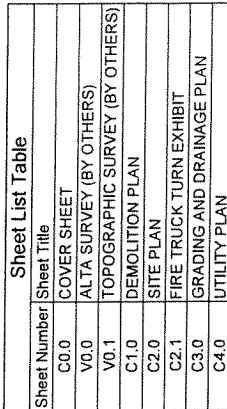
EXHIBIT C
ENGINEERING PLANS

Call Before You Dig
711
1-800-892-0123

TRAFFIC ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
2201 WINFELD RD, SUITE 600
WARRENVILLE, IL 60555
TEL: (630) 487-5550
CONTACT: RORY FANCLER

SURVEYOR
COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY
AURORA, IL 60502
TEL: (630) 820-9100
CONTACT: SCOTT KREBS, P.L.S.

SURVEYOR
THE ARCHITECT'S PARTNERSHIP, LTD.
2200 S. MICHIGAN AVE., SUITE 1020
CHICAGO, IL 60604
TEL: (312) 583-9800
CONTACT: TERRON WRIGHT



PARCEL 2:
THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
DESCENDING FROM THE ABOVE DESCRIBED PARCELS 1 AND 2, THAT PART THEREOF LYING NORTHERLY OF THE FOLLOWING

[illegible]

SITE BENCHMARKS.
 (LOCATIONS SHOWN ON SURVEY)
 SBM #1 SOUTHWEST BOLT ON FIRE HYDRANT AT
 SOUTHWEST CORNER OF INTERSECTION OF PALATINE
 ROAD AND RAND ROAD
 ELEVATION=686.02
 SBM #2 NORTHEAST BOLT ON LIGHT POLE IN ISLAND
 SOUTH OF SURVEYED BUILDING
 ELEVATION=689.32
 COOK COUNTY BENCHMARKS.
 BENCHMARK DM3905
 ELEVATION=719.502 (NAVD 88)

I, ALEXANDRA FALBO, A LICENSED PROFESSIONAL ENGINEER OF ILLINOIS, HEREBY CERTIFY THAT THIS SUBMISSION, PERTAINING ONLY TO THE "C" SERIES CIVIL SHEETS LISTED ABOVE BUT EXCLUDING DETAILS PREPARED BY OTHERS, WAS PREPARED ON BEHALF OF THE ARCHITECT'S PARTNERSHIP, LTD. BY KIMLEY-HORN AND ASSOCIATES, INC. UNDER MY PERSONAL DIRECTION. THIS TECHNICAL SUBMISSION IS INTENDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

DATED THIS 7TH DAY OF DECEMBER, A.D., 2023.

Alfred J. Miller
ILLINOIS LICENSED PROFESSIONAL ENGINEER 062-073907
MY LICENSE EXPIRES ON NOVEMBER 30TH, 2023
DESIGN FIRM REGISTRATION NUMBER: 184002012-0005



CO.D

ORIGINAL ISSUE:	06/12/23
KHA PROJECT NO.	165558032
SHEET NUMBER	

CHASE BANK
585 E. PALATINE RD
ARLINGTON HEIGHTS, IL 60004

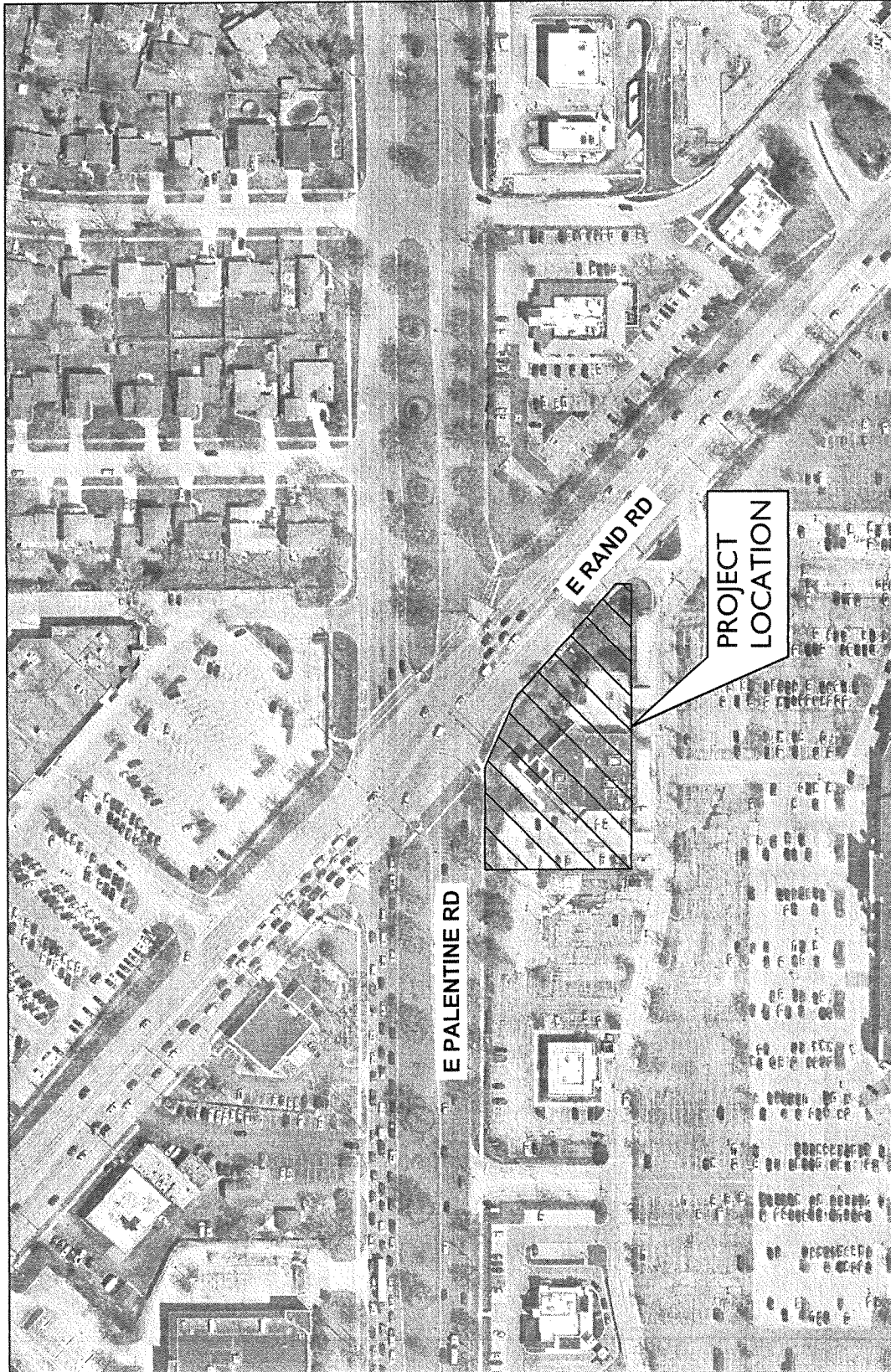
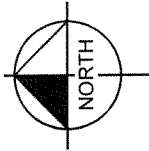
COVER SHEET

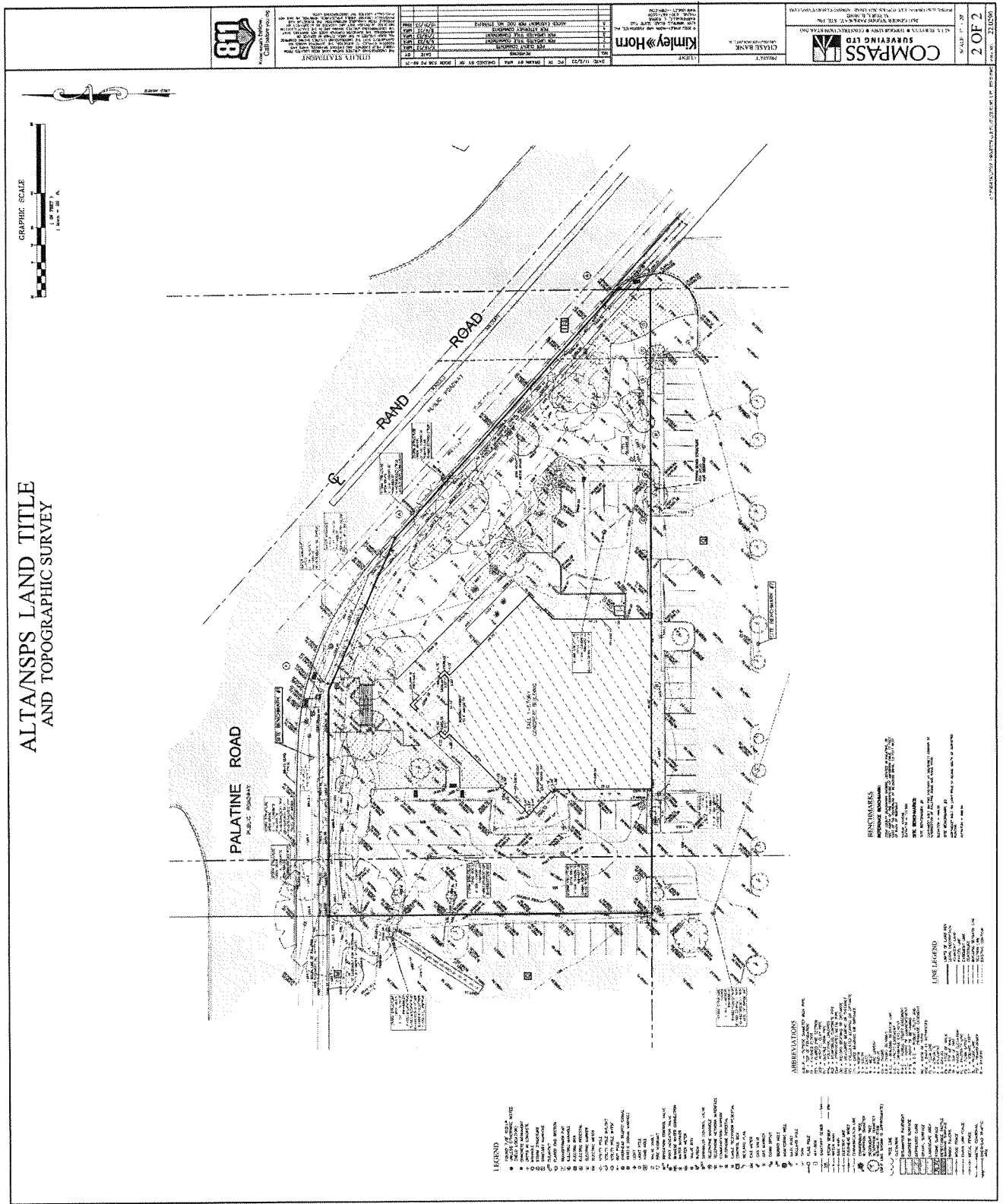


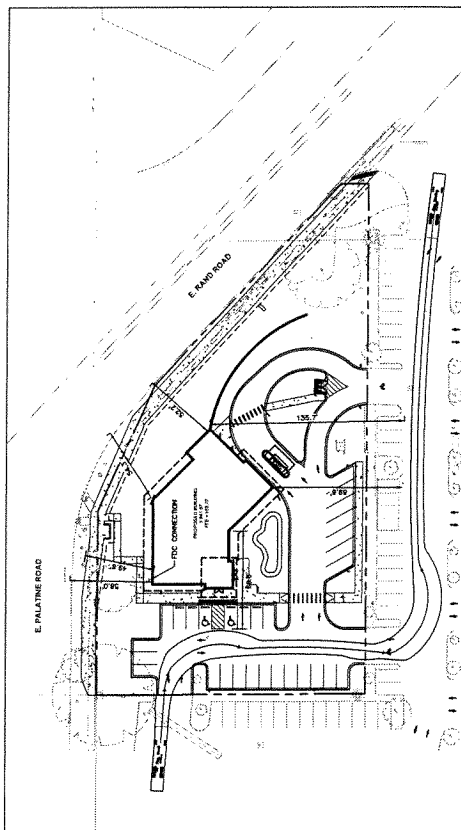
Kimley»Horn
© 2002 KIMLEY-HORN AND ASSOCIATES, INC.
1201 KIMLEY-HORN DRIVE
DALLAS, TEXAS 75242
KIMLEY-HORN & ASSOCIATES, INC.
KIMLEY-HORN & ASSOCIATES, INC.

No.	1	2			
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REVISIONS	VILLAGE COMMENTS	VILLAGE COMMENTS





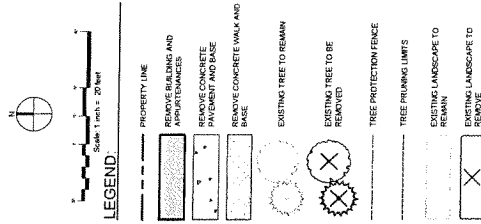


46' Fire Truck

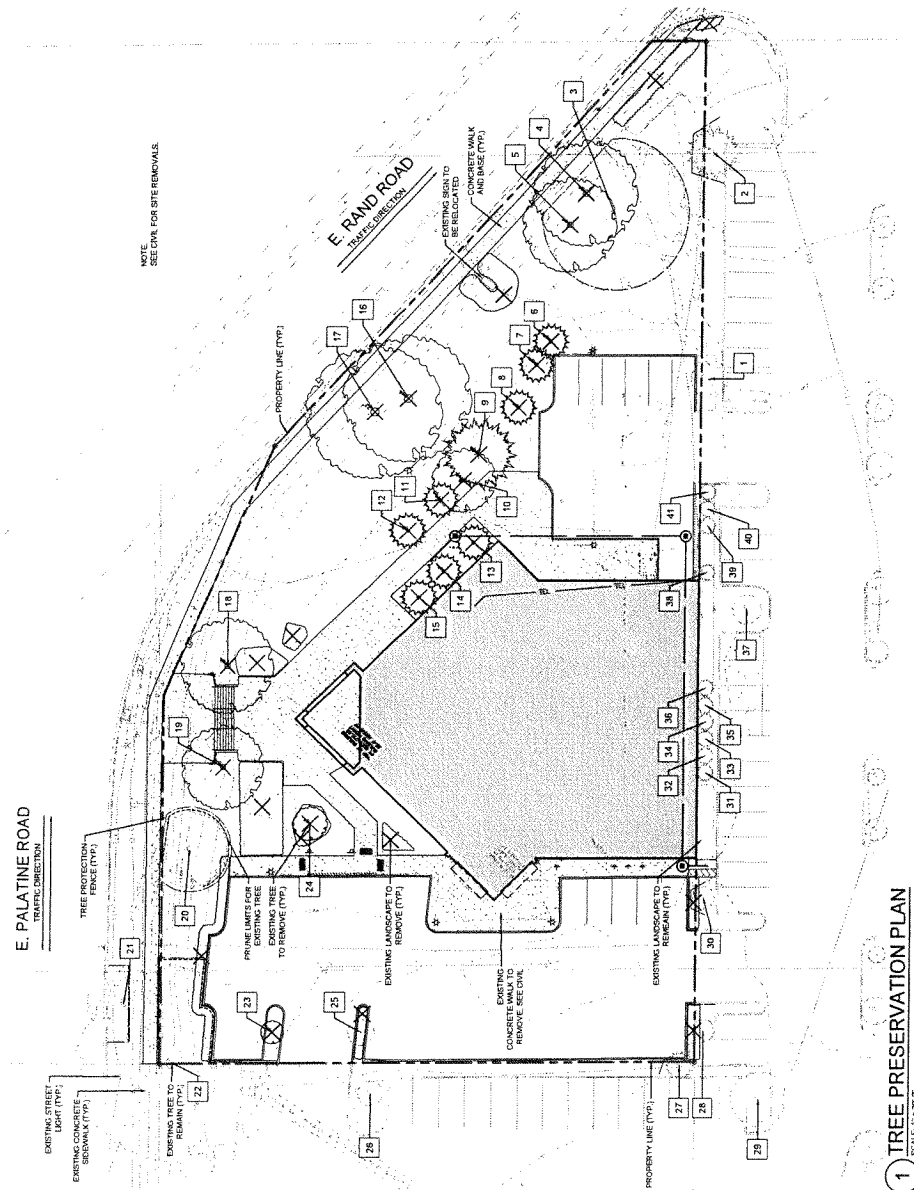
	feet
Width	: 8.73
Track	: 6.91
Time to Load	: 0
Speed	: 30

EXHIBIT D

LANDSCAPE AND TREE PRESERVATION PLANS



Tres Survey									
Chase Ranch - 2013 T. Fennell No.									
#	# of (Units)	Tree Type	Common Name	Condition	Location	Notes	Removal		
1	1	Pine 40'	Acacia Pine	Good	SW	SW	No		
2	15'	Pine 40'	Acacia Pine	Good	SW	SW	No		
3	2	Pine 10'	Pine 10'	Good	SW	SW	No		
4	1	Pine 10'	Pine 10'	Good	SW	SW	No		
5	1	Pine 10'	Pine 10'	Good	SW	SW	No		
6	13'	Pine 10'	Spine	Good	SW	SW	Yes		
7	1	Pine 10'	Spine	Good	SW	SW	Yes		
8	6	Pine 10'	Catalpa	Good	SW	SW	Yes		
9	6	Pine 10'	Catalpa	Good	SW	SW	Yes		
10	9	Pine 10'	Spine	Good	SW	SW	Yes		
11	1	Almond 10'	Catalpa	Good	SW	SW	Yes		
12	1	Almond 10'	Catalpa	Good	SW	SW	Yes		
13	12	1"	Juniperus 100'	Good	SW	SW	Yes		
14	1	Juniperus 100'	Cedar	Good	SW	SW	Yes		
15	1	Juniperus 100'	Cedar	Good	SW	SW	Yes		
16	15	3"	Juniperus 100'	Good	SW	SW	Yes		
17	1	Pine 10'	Pine 10'	Good	SW	SW	Yes		
18	15'	14"	Chlorophytum	Good	SW	SW	Yes		
19	15'	14"	Chlorophytum	Good	SW	SW	Yes		
20	15'	14"	Chlorophytum	Good	SW	SW	Yes		
21	21	1"	Chlorophytum	Good	SW	SW	Yes		
22	24"	Argemone 10'	Cactaceae	Good	SW	SW	Yes		
23	24"	Argemone 10'	Cactaceae	Good	SW	SW	Yes		
24	24"	Argemone 10'	Cactaceae	Good	SW	SW	Yes		
25	3	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
26	3	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
27	3	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
28	3	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
29	10'	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
30	10'	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
31	10'	Chlorophytum	Chlorophytum	Good	SW	SW	Yes		
32	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
33	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
34	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
35	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
36	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
37	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
38	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
39	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
40	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
41	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
42	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
43	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
44	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
45	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		
46	3"	Juniperus 100'	Cedar	Good	SW	SW	Yes		





CHASE
BANK
595 E. Palatine Rd.
Arlington Heights, IL
60004

Project Team



THE ARCHITECTS PARTNERSHIP
200 South Michigan Ave.
Suite 1020
Chicago, IL 60604
312-662-9860

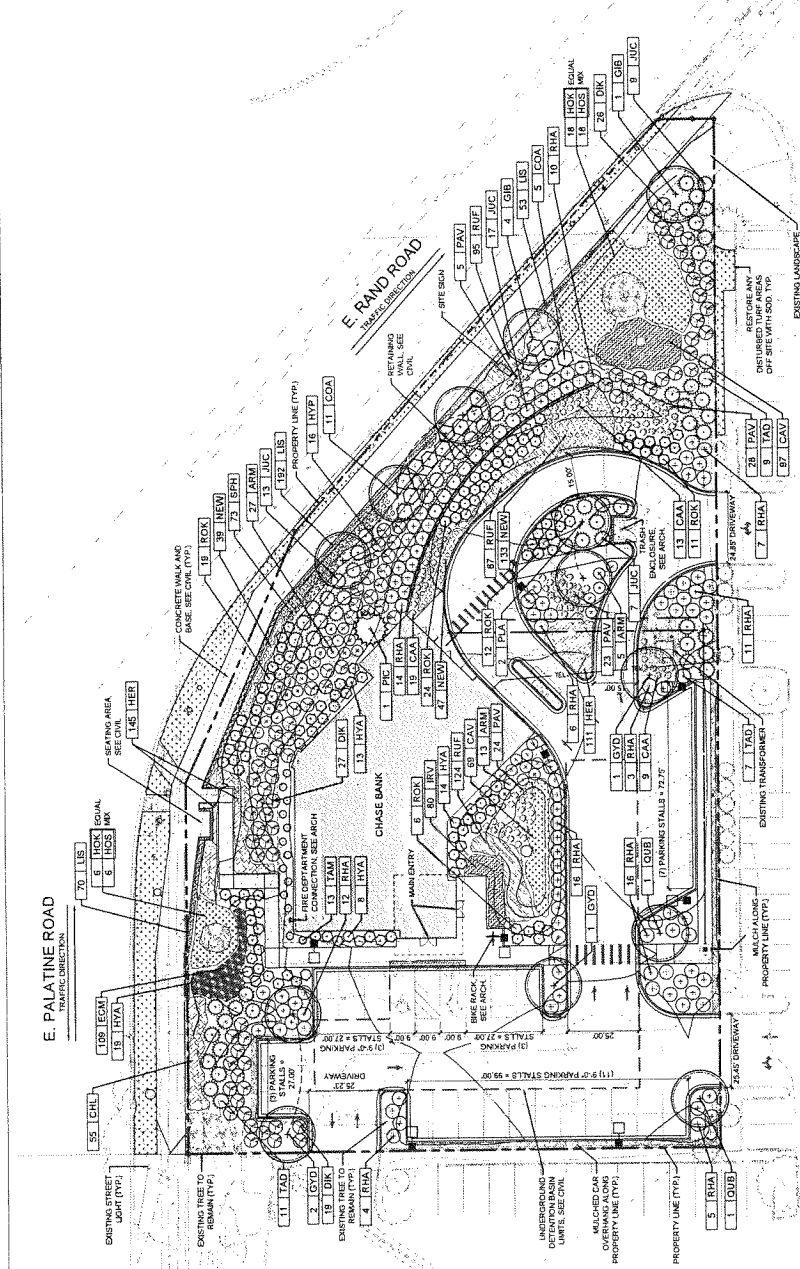
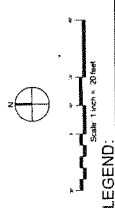
KIMLEY HORN
4201 Waukegan Ave.
Suite 600
Waukegan, IL 60055
815-487-5550

Date	Issue
5/20/2023	SUBMITTAL REVIEW
6/22/2023	SUBMITTAL REVIEW
11/02/2023	SUBMITTAL REVIEW
11/17/2023	SUBMITTAL REVIEW
1/7/2024	SUBMITTAL REVIEW



LANDSCAPE PLAN

Sheet No.
L1.0



Plant Schedule			
Code	Plant Name	Quantity	Notes
11	COA	1	Central Oak
12	RHA	1	Red Hardwood
13	JUC	1	Japanese Cedar
14	COA	1	Central Oak
15	COA	1	Central Oak
16	COA	1	Central Oak
17	COA	1	Central Oak
18	COA	1	Central Oak
19	COA	1	Central Oak
20	COA	1	Central Oak
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96	COA	1	Central Oak
97	COA	1	Central Oak
98	COA	1	Central Oak
99	COA	1	Central Oak
100	COA	1	Central Oak

Landscaping Requirements
Chase Bank, 595 E. Palatine Rd., Arlington Heights, IL 60004
B-2 General Business District

FRONT YARD
Requirement: When 50% of lot frontage directly across from a lot front on a street is in a residential district, the front yard regulations for the residential district shall apply.
Proposed: Property at frontage is on street, but not across from a residential district, no front yard required.

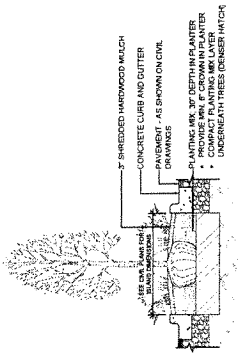
SIDE YARD
Requirement: Where side lot line coincides with a side or rear lot line of a property in a residential district, a side yard will be required equal to the minimum requirement for the adjacent property.
Proposed: Property does not coincide with a property in a residential district, no side yard required.

REAR YARD
Requirement: Where rear lot line coincides with a side or rear lot line of a property in a residential district, a 20' rear yard will be required.
Proposed: Property does not coincide with a property in a residential district, no rear yard required.

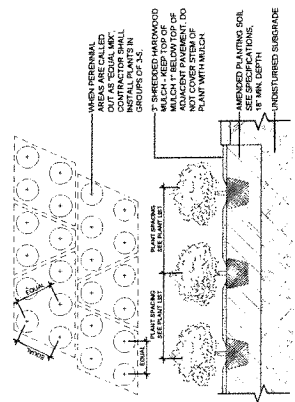
PARKING LOT INTERNAL
Requirement: (1) parking lot shall equal to one parking spot with (1) shade tree as a minimum of 4" diameter at end of every 25' parking stalls.
Proposed: 32' rear parking stalls requires 1.6 shade trees with 1" shade tree each.
Proposed: (7) proposed parking lot includes with (1) existing and (6) new shade trees.

1 LANDSCAPE PLAN
SCALE 1"=20'

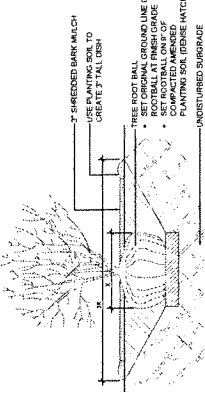
Date	Issue
10/02/03	SUBMITTA REVIEW
11/02/03	SUBMITTA REVIEW
11/10/03	SUBMITTA REVIEW
12/10/03	SUBMITTA REVIEW



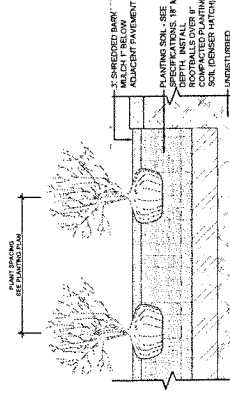
2 SHADE TREE PLANTING - PARKING LOT ISLAND
SCALE: NTS



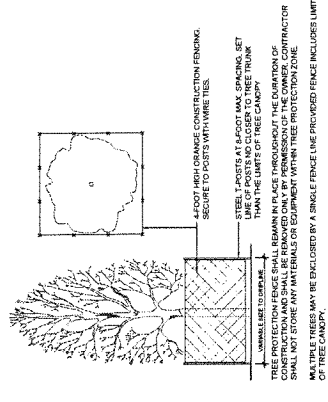
4 GROUND COVER / PERENNIAL PLANTING DETAIL
SCALE: NTS



1 SHADE/ORNAMENTAL TREE PLANTING DETAIL
SCALE: NTS



3 SHRUB PLANTING DETAIL
SCALE: NTS



5 TREE PROTECTION DETAIL
SCALE: 1/2\"/>

EXHIBIT E

PHOTOMETRIC PLAN

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, JPMorgan Chase Bank N.A. (“*Applicant*”) is the contract purchaser of that certain property located in the B-2 General Business District (“*B-2 District*”), commonly known as 585 E. Palatine Rd., and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (“*Property*”); and

WHEREAS, Ordinance No. 2024-07, adopted by the Village President and Board of Trustees on 2/5, 2024 (“*Ordinance*”), approves a special use permit, grants a variation, and approves an amendment to Ordinance No. 84-10 to permit the Applicant to construct a Chase Bank with drive-through lanes on the Property; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Applicant hereby agrees and covenants as follows:

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village’s granting of the special use permit, the variation, and the amendment to Ordinance No. 84-10 for the Property or its adoption of the Ordinance, and that the Village’s approvals do not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.
4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village’s corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village’s adoption of the Ordinance granting the special use permit, the variation, and the amendment to Ordinance No. 84-10 for the Property.

[SIGNATURES ON FOLLOWING PAGE]

Dated: February 7th, 2024

ATTEST:

By: _____

Its: _____

JPMORGAN CHASE BANK N.A.

By:


Kenneth Colliander

Its:

VP of JPMorgan Chase Bank, NA

PARCEL 1:

PARCEL 2:

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 1 AND 2, THAT PART THEREOF
LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT, _____, IS THE OWNER OF THE LAND DESCRIBED AND SHOWN HEREON AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND HEREBY ACKNOWLEDGES AND ADOPTS THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DAY OF _____, 20____.

TITLE: _____ TITLE: _____

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY
AND STATE AFORESAID, DO HEREBY CERTIFY THAT
_____(TITLE)_____

OF _____, WHO ARE 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 CORPORATION.

BY: _____
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, 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.

_____, 20____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

APPROVED BY THE VILLAGE COLLECTOR ON _____, 20____

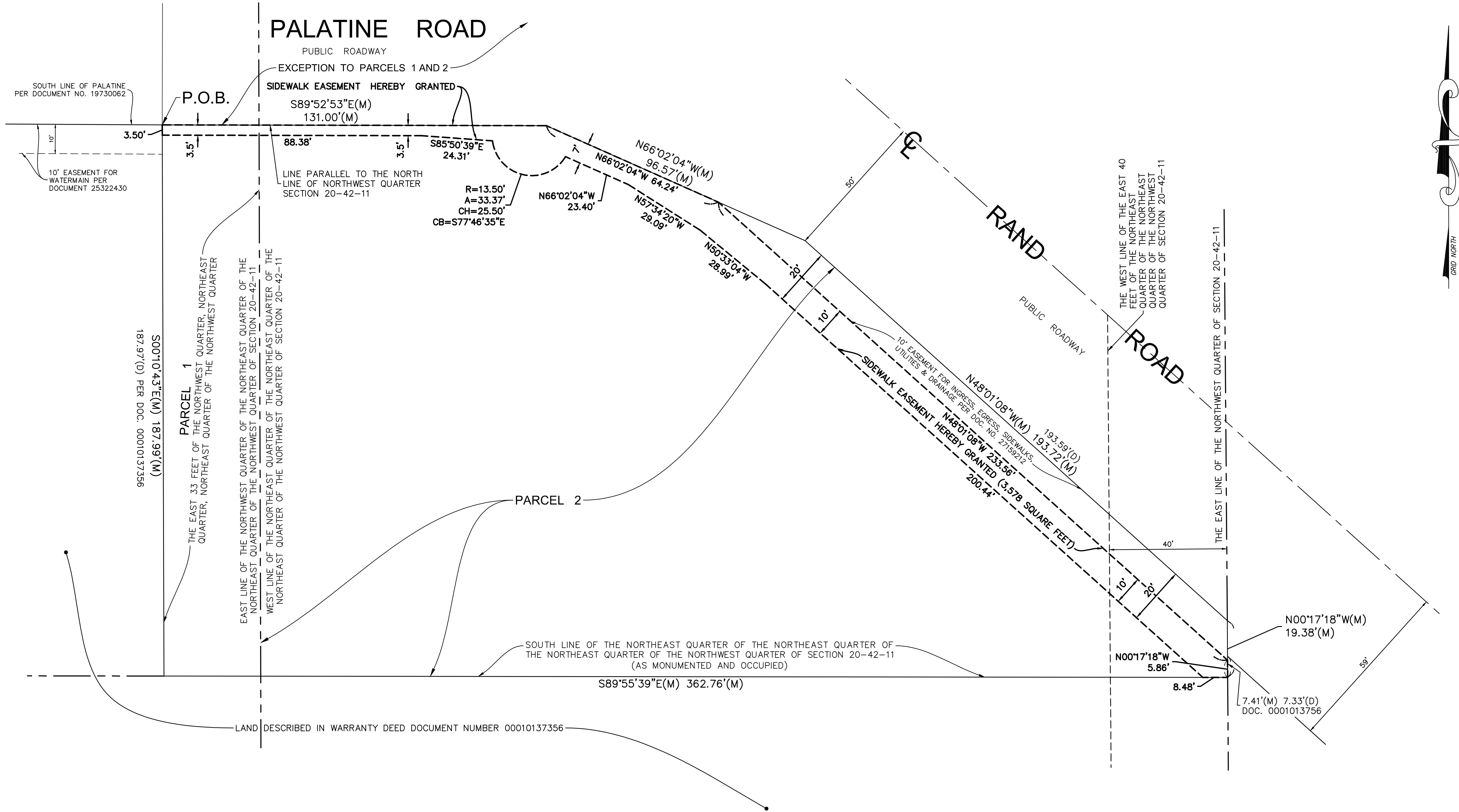
APPROVED BY THE VILLAGE ENGINEER ON _____, 20____

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
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

_____ LOT LINE
 - - - - - EXISTING EASEMENT
 ===== EASEMENT HEREBY GRANTED LINE
 - - - - - CENTERLINE
 _____ BUILDING SETBACK LINE
 - - - - - SECTION LINE

P.I.N. 03-20-101-002

(IN FEET)
1 inch = 20 ft



A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO VILLAGE OF ARLINGTON HEIGHTS, ITS HEIRS, SUCCESSORS AND ASSIGNS OVER ALL AREAS HEREON PLATTED AND DESIGNATED "SIDEWALK EASEMENT" FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, REPLACE AND MAINTAIN A PATHWAY WITH THE SUBJECT EASEMENT AREA, INCLUDING THE RIGHT OF ACCESS TO AND EGRESS FROM ANY PERSONS OR VEHICLES EQUIPPED TO COMPLETE ANY OF THE ABOVE WORK, TOGETHER WITH THE RIGHT OF TRANSFER FOR PEDESTRIAN AND NON-MOTORIZED VEHICULAR TRAFFIC ALONG THE EASEMENT. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES OR SHRUBS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE PUBLIC PATHWAYS. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT. THE RIGHT OF EGRESS OR ACCESS TO THE EASEMENT FOR PLANTING TREES, LAWN, LAWNS AND LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION
FROM EXISTING RECORDS, MAPS, PLATS AND FIELD
MEASUREMENTS.

BY: _____ DATE: _____
SCOTT C. KREBS

EXPIRES 11/30/2024

[illegible]

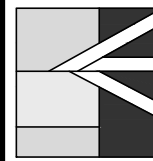
CLIENT

Kimley»»Horn

© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
4201 WINFIELD ROAD, SUITE 600
WARRENVILLE, IL 60555
WWW.KIMLEY-HORN.COM

PROJECT

CHASE BANK
ARLINGTON HEIGHTS, IL



COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

SCALE: 1" = 20'

1 OF 1

PROJ. NO.: 24.0083



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: Ordinance - Waiving the Formal Bidding Requirement and Approving an Agreement with Lexipol LLC.

Department: Police

Item Description:

The Arlington Heights Police Department maintains an extensive written directive system with over 200 individual policies and procedures, cumulatively surpassing over 1,500 pages of core operational and administrative material. The primary purpose of the written directive system is to provide guidance towards the consistent enforcement of laws and outline the correct code of conduct to be followed in the operational delivery of police services to the community.

The Police Department conducted a review of the manner the written directive system is maintained and managed. In recent years, the number of policy updates has increased exponentially. By way of example, the Safety, Accountability, Fairness and Equity Today Act (SAFE-T Act) passed in 2021 encompassed 764 pages of public safety reform significantly impacting law enforcement operations. The changes drastically affected a substantial number policies and procedures, including law enforcement training, use of force, handling of complaints, equipment requirements, record retention and pretrial release just to name a few. As such, the maintenance of the written directive system has transitioned from periodic revision to significant research-based policy overhauls. Coinciding with such legislative changes, legal review of new or updated policies has become more important than ever. Civil action against law enforcement officers and agencies/municipalities continues to increase requiring more comprehensive legal reviews to reduce potential liability. Vetted guidance through a law enforcement centric legal review provides an additional level of security, ensuring policies and procedures sufficiently insulate not only the organization, but also officers from such associated risk. Intrinsic to the written directive system, training of officers and timeliness of dissemination is an escalating priority.

The increases in both the volume and depth of legislatively mandated changes, as well as continued necessity for timely dissemination and training, prompted the research of alternative risk management solutions with regards to the management of the written directive

system. Considering the unique nature of law enforcement policies, driven by federal/state specific statutes, accreditation and law enforcement best practices, Lexipol was found to be the only resource capable of meeting the current needs of the Police Department. As part of their services, Lexipol attorneys and subject matter experts monitor new legislation, statutes and case law, both on the federal and state level, recommending timely changes that impact policy content. Similarly, emerging law enforcement research and reports are vetted which may impact public safety and government best practices. Since inception, Lexipol has grown to serving more than 10,000 agencies throughout the country (483 in Illinois, 92 in Cook County) and has a positive reputation with surrounding suburban Chicago law enforcement agencies. Albeit limited, one-time grant funding for Lexipol is available from the Intergovernmental Risk Management Agency (IRMA) in the amount of \$4,000.00, supporting transition to this vetted risk management solution.

Recommendation

It is recommended by Staff that the Village Board waive any formal bidding requirement for Lexipol, a sole source vendor, and authorize the Village Manager to enter into a two-year agreement with Lexipol, LLC. for policy management. Sufficient funding under the FY24 Budget (101-3001-521650 – Other Services) exists for a one-time implementation fee of \$39,127.50 and three-month subscription of \$6,066.00 (October 2024 through December 2024). Subsequent annual subscriptions for FY25 and FY26, in the amount of \$23,960.70, will be included in future Police Department budget requests.

ATTACHMENTS:

1. ORDINANCE Lexipol (2024)
2. Lexipol Agreement 2024
3. Lexipol Sole Source Letter

AN ORDINANCE WAIVING THE FORMAL BIDDING REQUIREMENTS OF THE VILLAGE’S PURCHASING POLICIES AND APPROVING AN AGREEMENT WITH LEXIPOL, LLC. OF FRISCO, TEXAS FOR SERVICES RELATED TO THE REVIEW AND MAINTENANCE OF LAW ENFORCEMENT POLICIES

WHEREAS, the Village Police Department ("Department") desires to employ the professional services of Lexipol, LLC. of Frisco, Texas (“Lexipol”), a public safety risk management company, to conduct a comprehensive review of Department policies, assist with updates where appropriate, and provide on-going training of implemented policies; and

WHEREAS, Lexipol’s network of subject matter experts and legal resources assist law enforcement agencies in the formal review of policy, in compliance with state and federal laws, while aligning with the Department’s national accreditation certification, Commission on Accreditation for Law Enforcement Agencies (“CALEA”); and

WHEREAS, the Village and Lexipol now desire to enter into an agreement for the purchase Lexipol’s services by the Village in accordance with the Proposal ("Agreement") and below outlined fee structure; and

FEE STRUCTURE

Initial Implementaion and pro-rated subscription (October – Decemeber 2024)	\$45,193.50
2025 Annual Maintenance Subscription	\$23,960.70
2026 Annual Maintenance Subscription	\$23,960.70

WHEREAS, Lexipol is a sole source provider, in that the combined subject matter expert policy management solution is provided on Lexipol’s platform with copyrighted content; and

WHEREAS, in order to approve the Agreement, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the purchase of the aforementioned services; and

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

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement and the contract for Police Department policy review and update, are hereby waived in accordance with the home rule powers of the Village.

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

SECTION 4: PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION 5: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner as provided by law.

AYES:

NAYS:

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

Village President

ATTEST:

Village Clerk

EXHIBIT A
Lexipol, LLC. Agreement



MASTER SERVICE AGREEMENT

Agency's Name: Village of Arlington Heights
Agency's Address: 200 E Sigwalt St
Arlington Heights, Illinois 60005

Attention: Village Manager Randall R. Recklaus

Sales Rep: Rosemarie Curran
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Village of Arlington Heights

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

LE Policy Manual Prorated
October through December

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 10/1/2024 End: 12/31/2024)	USD 7,582.50	20%	USD 1,516.50	USD 6,066.00
	Subscription Line Items Total			USD 1,516.50	USD 6,066.00
				USD 1,516.50	USD 6,066.00
LE Policy Manual Prorated October through December Discount:					USD 1,516.50
LE Policy Manual Prorated October through December TOTAL:					USD 6,066.00

Full Implementation - One Time
Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 52,170.00	25%	USD 13,042.50	USD 39,127.50
	One-Time Line Items Total			USD 13,042.50	USD 39,127.50
				USD 13,042.50	USD 39,127.50
Full Implementation - One Time Fee Discount:					USD 13,042.50
Full Implementation - One Time Fee TOTAL:					USD 39,127.50

LE Policy Manual - Jan '25

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 30,330.00	21%	USD 6,369.30	USD 23,960.70
	Subscription Line Items Total			USD 6,369.30	USD 23,960.70
				USD 6,369.30	USD 23,960.70
LE Policy Manual - Jan '25 Discount:					USD 6,369.30
LE Policy Manual - Jan '25 TOTAL:					USD 23,960.70

LE Policy Manual - Jan '26

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 30,330.00	21%	USD 6,369.30	USD 23,960.70

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
	Subscription Line Items Total			USD 6,369.30	USD 23,960.70
				USD 6,369.30	USD 23,960.70
LE Policy Manual - Jan '26 Discount:					USD 6,369.30
LE Policy Manual - Jan '26 TOTAL:					USD 23,960.70

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes
'24 Incentive Discount

Notes
Extraction based on 1100 pages

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, “Confidential Information”). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency’s disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol’s Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



January 1, 2024

To Whom It May Concern:

This letter sets forth justification for Lexipol, LLC as a sole source provider of risk management tools for public safety organizations. Lexipol offers subscription-based policy management and training services that are purchased by public safety and local government organizations directly from Lexipol.

DEPARTMENT NEED

Your agency or department requires a policy management solution that is compliant with applicable laws and regulations, implemented by qualified professionals, customized to fit your needs, and includes scenario-based daily training bulletins with tests to reinforce and demonstrate policy comprehension. The system must be readily accessible online and via mobile devices, provide real-time policy updates, and include a supplemental manual for department-specific procedural content.

LEXIPOL PRODUCT DETAILS

Lexipol's comprehensive policy management solution is the only one to provide all of the above. A Lexipol subscription provides access to substantive copyrighted content on a proprietary, web-based knowledge management system that enables issuance of department-specific policy, captures electronic signatures for compliance, and assigns training to reinforce comprehension and application. Lexipol's policy solution allows each agency or department to increase policy compliance and personnel safety while improving the services provided to the communities they serve.

By working with Lexipol, each agency and department takes advantage of our unrivaled network of subject matter experts and legal resources to implement policy management solutions. Due to the increasing complexity of evolving laws governing public safety organizations, hiring resources that carry the requisite legal expertise in this subject matter has proven cost prohibitive on a per-department basis.

JUSTIFICATION FOR SOLE SOURCE AWARD

As thousands of other agencies and departments have determined through comprehensive review and due diligence, no other platform provides a comprehensive policy management solution suite like Lexipol. Others may staff personnel who help write and review policy content but lack the necessary software platform to track ongoing personnel compliance and knowledge management. Alternatively, they may provide a platform to house content but do not offer training and updates to ensure retention of vital material. Finally, many lack tracking and reporting altogether.

Only Lexipol offers a comprehensive policy solution that meets all department requirements, making it the sole source for your needs.

If you have any questions or need assistance, please feel free to contact us. We appreciate the opportunity to serve and support you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan Roos", is written over a horizontal line.

Jan Roos
Vice President and General Counsel
compliance@lexipol.com



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Ordinance - Amending Water and Sewer Maintenance Fees
Department: Finance

Item Description:

At the September 9, 2024 Committee -of-the-Whole meeting, it was recommended that the Village Board approve a five-year water and sewer rate increase of 2.75% per year from 2025 through 2029.

RECOMMENDATION

Adoption of an Ordinance amending Chapter 21 of the Municipal Code of the Village of Arlington Heights regarding water service and sewer maintenance fees.

ATTACHMENTS:

1. Ordinance Amending Chapter 21 re Water and Sewer Rates

AN ORDINANCE AMENDING CHAPTER 21 OF
THE MUNICIPAL CODE OF THE VILLAGE OF ARLINGTON HEIGHTS
REGARDING WATER SERVICE AND SEWER MAINTENANCE FEES

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, pursuant to Sections 21-302 and 21-304 of the Municipal Code of Arlington Heights, Illinois, 1995, as amended ("*Village Code*"), the Village charges fees for water service and sewer maintenance provided by the Village; and

WHEREAS, the President and Board of Trustees desire to amend Sections 21-302 and 21-304 of the Village Code to update the Village's water service and sewer maintenance fees; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend Sections 21-302 and 21-304 of the Village Code pursuant to this Ordinance;

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

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

SECTION 2. WATER SERVICE FEES. Section 21-302, titled "Water Service Fees," of the Village Code is hereby amended to read as follows:

"Section 21-302 – Water Service Fees.

Water service from the Village water system shall be billed in two component parts.

a. All water consumed from the Village water system shall be billed at the following rate:

~~\$6.93 per thousand gallons for bills issued on or after January 1, 2020.~~

~~\$7.28 per thousand gallons for bills issued on or after January 1, 2021.~~

~~\$7.64 per thousand gallons for bills issued on or after January 1, 2022.~~

~~\$8.03 per thousand gallons for bills issued on or after January 1, 2023.~~

~~\$8.43 per thousand gallons for bills issued on or after January 1, 2024.~~

\$8.66 per thousand gallons for bills issued on or after January 1, 2025.

\$8.90 per thousand gallons for bills issued on or after January 1, 2026.

\$9.14 per thousand gallons for bills issued on or after January 1, 2027.

Additions are bold and double-underlined; deletions are struck through.

\$9.40 per thousand gallons for bills issued on or after January 1, 2028.

\$9.65 per thousand gallons for bills issued on or after January 1, 2029.”

* * *

SECTION 3. SEWER MAINTENANCE CHARGES. Section 21-304, titled “Sewer Maintenance Charges,” of the Village Code is hereby amended to read as follows:

“Section 21-304 – Sewer Maintenance Charges.

Pursuant to Sections 22-301 and 22-302 of this Code, all water bills shall also list sewer maintenance charges for both users connected to the Village water system and users not connected to the water system but connected to Village-owned sanitary and combined sewers.

For properties connected to Village sewers and users of the Village water system, the charge shall be as follows:

~~\$1.79 per thousand gallons of water consumption for bills issued on or after January 1, 2020.~~

~~\$1.88 per thousand gallons of water consumption for bills issued on or after January 1, 2021.~~

~~\$1.97 per thousand gallons of water consumption for bills issued on or after January 1, 2022.~~

~~\$2.07 per thousand gallons of water consumption for bills issued on or after January 1, 2023.~~

~~\$2.18 per thousand gallons of water consumption for bills issued on or after January 1, 2024.~~

\$2.24 per thousand gallons of water consumption for bills issued on or after January 1, 2025.

\$2.30 per thousand gallons of water consumption for bills issued on or after January 1, 2026.

\$2.36 per thousand gallons of water consumption for bills issued on or after January 1, 2027.

\$2.43 per thousand gallons of water consumption for bills issued on or after January 1, 2028.

\$2.50 per thousand gallons of water consumption for bills issued on or after January 1, 2029.”

* * *

Additions are bold and double-underlined; deletions are struck through.

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance are to remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 5. PUBLICATION. The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of _____, 2024.

Village President

ATTEST:

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/16/2024

Item: Ordinance - Providing for the Issuance of General Obligation Bonds, Series 2024

Department: Finance

Item Description:

The proceeds of the estimated \$18.755 million General Obligation Bonds, Series 2024, will be used to finance various capital projects. This bond issue replaces maturing debt, and will not increase the Village's annual debt service cost.

The Village's financial consultant, Anthony Miceli of Speer Financial, will be at the Board Meeting to report on the bond sale and to answer any questions that arise.

RECOMMENDATION:

Adoption of the Ordinance Providing for the Issuance of General Obligation Bonds, Series 2024.

ATTACHMENTS:

1. Ordinance - Providing for the Issuance of General Obligation Bonds, Series 2024

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, held in the Board Room at the Village Hall, 33 South Arlington Heights Road, Arlington Heights, Illinois, at 7:30 P.M., on the 16th day of September, 2024.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the members of the President and the Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any matter or to any extent whatsoever: _____

The President announced that a proposal had been received from _____, _____, _____, for the purchase of \$XX,XXX,XXX general obligation bonds to be issued by the Village pursuant to its home rule powers to finance road improvements including but not limited to street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The President also

summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

WHEREUPON, the Village Clerk made available to the Trustees and interested members of the public, complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of \$XX,XXX,XXX General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois, to finance road improvements including street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the “Bond Ordinance”).

Trustee _____ then moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same, and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$XX,XXX,XXX General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois, to finance road improvements including street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the Village of Arlington Heights, Cook County, Illinois (the “*Village*”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, the President and Board of Trustees of the Village (the “*Board*”) has considered the needs of the Village and has determined and does hereby determine that it is necessary, desirable and in the best interests of the Village to borrow \$XX,XXX,XXX to finance road improvements including but not limited to street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village (the “*Project*”); and

WHEREAS, it is in the best interest of the Village to issue bonds of the Village in an aggregate principal amount of \$XX,XXX,XXX to evidence said borrowing and for the purpose of paying costs of the Project:

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that pursuant to the provisions of the Illinois Municipal Code, as supplemented and amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970 (in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code) (collectively, the “Act”), the Board has been authorized by law to borrow \$XX,XXX,XXX upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village to said amount, the proceeds of said bonds to be used for the Project, that it is necessary to borrow \$XX,XXX,XXX of said authorized sum and issue bonds in evidence thereof, that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act, and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the Village the sum of \$XX,XXX,XXX for the purpose aforesaid; and that bonds of the Village (the “Bonds”) shall be issued in said amount and shall be designated “General Obligation Bonds, Series 2024.” The Bonds shall be dated October 2, 2024, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (subject to redemption prior to maturity as hereinafter provided) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	RATE OF INTEREST (%)
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on June 1, 2025. Interest on each Bond shall be paid by check or draft of UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent (the “*Bond Registrar*”), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer

whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) General. The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall

constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and

assigns (“DTC”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay

all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. Redemption. (a) *Optional Redemption.* The Bonds due on and after December 1, 2034, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in any order of maturity determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 2033, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

(b) *General.* The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption

date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF ARLINGTON HEIGHTS

GENERAL OBLIGATION BOND, SERIES 2024

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 1, 20____ Date: October 2, 2024 CUSIP: _____

Registered Owner: Cede & Co.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Arlington Heights, Cook County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing June 1, 2025, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of UMB Bank, National Association, Kansas City, Missouri, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of

interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the Village are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Arlington Heights, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Arlington Heights
Cook County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Arlington Heights
Cook County, Illinois

[SEAL]

Date of Authentication: October 2, 2024

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
UMB Bank, National Association,
Kansas City, Missouri

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois.

UMB BANK, NATIONAL ASSOCIATION
as Bond Registrar

By _____
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF ARLINGTON HEIGHTS

COOK COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2024

[6] This Bond is one of a series of bonds (the “*Bonds*”) issued by the Village to finance road improvements including but not limited to street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, and paying expenses incidental thereto, all as described in the Ordinance of the Village, adopted by the President and Board of Trustees of the Village on the 16th day of September, 2024, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970; and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and Reform Act being the “*Act*”), and with the Ordinance, which has been duly adopted by the President and Board of Trustees of the Village and approved by the President, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 1, 2034, are subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 1, 2033, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered

owner of each Bond to be redeemed at the address shown on the registration books of the Village maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Kansas City, Missouri, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the
Registered Owner as it appears upon the face of the within Bond in every particular,
without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Bonds hereby authorized shall be executed as in this
Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with
the Treasurer of the Village, and be by said Treasurer delivered to _____,
_____, _____, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price
therefor, the same being \$_____; the contract for the sale of the Bonds heretofore entered
into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being
hereby found and determined that the Bonds have been sold at such price and bear interest at
such rates that neither the true interest cost (yield) nor the net interest rate received upon such
sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase

Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the sale of the Bonds to the Purchaser.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual tax, to wit:

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE SUM OF (\$):

2024	for interest and principal up to and including December 1, 2025
2025	for interest and principal
2026	for interest and principal
2027	for interest and principal
2028	for interest and principal
2029	for interest and principal
2030	for interest and principal
2031	for interest and principal
2032	for interest and principal
2033	for interest and principal
2034	for interest and principal
2035	for interest and principal
2036	for interest and principal
2037	for interest and principal
2038	for interest and principal

Principal or interest maturing at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the Pledged Taxes when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Pledged Taxes and the Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes will be levied, extended and collected as provided herein and deposited in the Bond Fund (as hereinafter defined).

Whenever other funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Board may, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then further direct the abatement of the taxes by the amount so deposited. The Village

covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of The County of Cook, Illinois (the “*County Clerk*”), in a timely manner to effect such abatement.

Section 11. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years indicated herein ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund Account of 2024” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. Accrued interest received on the delivery of the Bonds, if any, is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received from the sale of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement Account of the Village. Alternatively, the Treasurer of the Village may allocate such proceeds to one or more related project funds of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the Village of the duty to account for the

proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively as the “*Project Fund*”.) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the “*Code*”), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President and Village Clerk, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation.

In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 14. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 15. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk of the Village are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 16. Continuing Disclosure Undertaking. The President or Treasurer of the Village is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 17. Record-Keeping Policy and Post-Issuance Compliance Matters. On the 3rd day of September, 2019, the Board adopted a record-keeping policy (the “*Policy*”) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: September 16, 2024

APPROVED: September 16, 2024

President, Village of Arlington Heights
Cook County, Illinois

Recorded in the Village Records: September 16, 2024.

Published in pamphlet form by authority of the President and Board of Trustees on
September __, 2024.

ATTEST:

Village Clerk, Village of Arlington Heights
Cook County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Arlington Heights, Cook County, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees (the “*Board*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Board held on the 16th day of September, 2024 insofar as the same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE providing for the issuance of \$XX,XXX,XXX General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois, to finance road improvements including street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 16th day of September, 2024.

Village Clerk

[SEAL]

[Attach Agenda]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois, and as such officer I do hereby certify that on the ____ day of September, 2024, there was filed in my office a properly certified copy of Ordinance No. _____ duly adopted by the President and Board of Trustees of the Village of Arlington Heights, Cook County, Illinois, on the 16th day of September, 2024, and entitled:

AN ORDINANCE providing for the issuance of \$XX,XXX,XXX General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois, to finance road improvements including street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of Cook, Illinois, this ____ day of September, 2024.

County Clerk of The County of Cook, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Arlington Heights, Cook County, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) thereof.

I do further certify that on the ____ day of September, 2024, there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of Ordinance No. _____ of the Village entitled:

AN ORDINANCE providing for the issuance of \$XX,XXX,XXX General Obligation Bonds, Series 2024, of the Village of Arlington Heights, Cook County, Illinois, to finance road improvements including street, sidewalk and paver brick rehabilitation and traffic signal program improvements in and for the Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

as adopted by the Corporate Authorities on the 16th day of September, 2024, providing for the issuance of \$_____ General Obligation Bonds, Series 2024, of the Village, and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of September, 2024.

Village Clerk



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution approving a Development Agreement between the Village of Arlington Heights and Bradford Allen Arlington Heights Development, LLC - Southeast corner of Algonquin Road and Arlington Heights Road - Arlington Gateway

Department: Planning & Community Development

Item Description:

Attached is a Development Agreement between the Village of Arlington Heights and Bradford Allen Arlington Heights Development, LLC for the redevelopment of the southeast corner of Algonquin Road and Arlington Heights Road - Arlington Gateway.

The attached memorandum provides details on the agreement.

Recommendation

It is recommended that the Village Board adopt the Resolution approving a Development Agreement between the Village of Arlington Heights and Bradford Allen Arlington Heights Development, LLC and authorize the Village Manager to execute the agreement.

ATTACHMENTS:

1. AH Resolution Approving Development Agreement for Gateway Project
2. Memo - Arlington Gateway Development Agreement 9.12.24
3. AH Gateway Development Agreement

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
FOR THE ARLINGTON GATEWAY PROJECT

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (“*TIF Act*”), the Village has undertaken a program to redevelop certain property in the Village generally known as the South Arlington Heights Road Tax Increment Financing District #7 (“*Redevelopment Project Area*”); and

WHEREAS, Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company (“*Developer*”), is the owner of those certain parcels of real property located generally at the southeast corner of Algonquin Road and Arlington Heights Road in the Village (collectively, the “*Property*”), which is within the Redevelopment Project Area; and

WHEREAS, the Property is vacant and was formerly improved with a vacant five-story office building and three vacant one-store commercial buildings; and

WHEREAS, Developer intends to develop 301 units of multi-family rental and approximately 24,972 square feet of ground floor commercial space, and related improvements, access, and common facilities and amenities on Property (“*Development*”); and

WHEREAS, the Village and Developer desire to enter into a development agreement governing each of their obligations with regard to the Development (“*Development Agreement*”); and

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

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

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

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT. The President and Board of Trustees hereby approve the Development Agreement in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF DEVELOPMENT AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Development Agreement upon receipt by the Village Clerk of at least one original copy of the Development Agreement executed by Developer; provided, however, that if

the executed copy of the Development Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of September, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

DEVELOPMENT AGREEMENT

MEMORANDUM

TO: Randy Recklaus, Village Manager

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

DATE: **September 12, 2024**

SUBJECT: **Arlington Gateway Development Agreement and Economic Incentive Agreement**

Discussions and negotiations have concluded with the Arlington Gateway development team, Village staff, attorneys, and financial consultants. These discussions have been ongoing since project commencement resulting in final drafts of a Development Agreement and Economic Incentive Agreement available for Village Board consideration. The following is a summary of the proposed Development Agreement (DA) and Economic Incentive Agreement.

Project Status

1. Demolition of the structures on the property have been completed.
2. All building permits are ready for issuance.
3. The project has been bid and a Guaranteed Maximum Price (GMP) is ready for execution by the developer.
4. Construction financing has been secured.
5. Developer and investor equity has been funded.
6. Project costs have increased from \$125M to \$130M.
7. 10% affordable units are being provided in perpetuity in accordance with the Village inclusionary housing ordinance.

Development Agreement Negotiations

The developer has secured a construction loan guaranteed by HUD through the 212 Multi-family Financing Program, which prohibits the developer from directly receiving TIF incentives. The Program also prohibits an DA from being recorded on title of the property without a HUD rider recorded upon the property. The rider provides that the DA is subordinate to all HUD requirements and agreements and also provides that if the HUD-guaranteed loan is foreclosed, the DA would be void. A HUD guaranteed loan is not just for affordable housing and is utilized for market rate developments. These HUD requirements presented concerns and risks for the Village, that staff, the Village Attorney, and our consultants felt were unreasonable. The most significant component of this was the developer's request to monetize the TIF notes early in the construction process, prior to completion of the project. Monetizing the TIF notes is a process whereby investors purchase the notes based upon future projected TIF increment at below value to account for risk and time value of money. The developer then uses these funds to reduce the amount of equity it must invest early in the project.

After weeks of effort, a solution to HUD's restrictions was agreed upon culminating in the Village's proposal for two agreements to be drafted in place of a single DA. These are outlined as follows:

Development Agreement – Bradford Allen Arlington Heights Development, LLC

The first agreement would be a DA between the Village and the Bradford Allen entity which owns the property, which holds the Village-issued land use entitlements, and which will be receiving

the HUD-guaranteed construction loan. This DA will be subject to the HUD rider. The DA will only address land development obligations and will not grant any incentives. The majority of which are already covered in the adopted Planned Unit Development and subdivision approvals for the project.

The following is a brief summary of some of the key sections of the development agreements.

- Section 4 deals with the development schedule and final completion date of July, 2026.
- Section 8 reiterates the mandatory payments of the village impact fees, and the requirement for 10% or 30 units to be affordable units in perpetuity.
- Section 9 deals with the HUD rider and an agreement that the developer shall not appeal their property taxes below the assessed value estimated to generate sufficient TIF increment to support the incentive contributions.
- Section 11 deals with performance guarantees and security. The developer will be providing a \$550,000 performance guarantee, a \$1M completion guarantee, and payment of public improvement guarantees paid at time of permit estimated to be approximately \$463,000.

Economic Incentive Agreement – Bradford Allen Properties, LLC

The second agreement would be an Economic Incentive Agreement (EIA) between the Village and a Bradford Allen upstream entity which controls the Bradford Allen development entity. The EIA would grant TIF incentives if certain conditions are met. The EIA would obligate the Bradford Allen upstream entity to have their developer entity complete the project. TIF incentives, in the form of TIF notes, would not be issued until after project completion, and after issuance of a final certificate of occupancy. This significantly reduces the reputational risk to the Village in the event the project begins and is not completed and requires Bradford Allen equity investors to keep this portion of their funds in the project longer until final occupancy.

The following is a brief summary of some of the key sections of the economic incentive agreement.

- Section 2 includes definitions pertaining to senior pledge of incremental taxes along with other key definitions.
- Section 3 deals with ownership and control of the developer by the incentive entity, and requires the incentive entity to cause the developer to satisfy all the developer obligations outlined in the development agreement. The incentive recipient further guarantees the prompt performance of the developer obligations.
- Section 4 deals with the tax increment finance incentives. Summarized as follows:
 - Senior TIF note \$12.9M issued after final occupancy.
 - IRR TIF note of \$2.9M issued 18 months after the senior TIF note. After “true up” to determine the amount is needed for the target IRR to be met.
 - Interest TIF note in the maximum principal amount of \$2M.
 - Further components of Section 4 deal with the pledged tax increment financing taxes generated from the project located in the South Arlington Heights Road TIF District.

The TIF notes would be payable solely from incremental property taxes generated by this project and parcel. The TIF notes would not be a general obligation of the Village and the TIF notes holders would not have recourse against the Village due to lack of revenue to pay back the notes. The risk of failing to achieve the desired level of increment will fall on the TIF notes holders.

TIF Funding Structure

The TIF funding structure is as follows:

Sources of Capital	Amount
<i>Debt</i>	<i>\$72,010,000</i>
<i>Equity</i>	<i>\$58,503,497</i>
Total Sources	\$130,513,497
TIF Assistance	\$15,800,000
TIF Interest Reimbursement	\$2,000,000

If all of the TIF incentive is earned and TIF increment generated it would represent 13.6% of total project costs. Typical benchmark range for this type of assistance would be between 15% and 20% subject to gap analysis. In comparison, the Memorandum of Understanding negotiated with Urban Street for International Plaza redevelopment represents 11.4% of project costs which does not include the value of the Village owned property being contributed to the development.

Due to the increased project costs the developer requested including within the project budget ongoing debt assumption for their land acquisition and carry costs of approximately \$8M. The Village rejected this from inclusion. The Village team negotiated an incentive structure representing 13.6% of the total project costs subject to not exceeding the target IRR and significant developer guarantees.

The TIF incentive, other than interest costs, is payable annually over the remaining life of the TIF District to the TIF note holders subject to the stipulations of the agreement.

Next Steps and Timing

Timing has become critical for the developer as they have negotiated a GMP with their contractor and have been holding off executing this contract. The contractor is requiring additional funds due to the timing. The developer has advised that if the agreements are not finalized and executed shortly, that it may jeopardize the project as the contractor will require a significant renegotiation and increase in the amount of the construction costs as part of the GMP.

Recommendation

It is recommended that the Village Board adopt the resolutions and authorize execution of the Development Agreement and Economic Incentive Agreement.

**THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:**

Hart M. Passman
Elrod Friedman LLP
325 N. LaSalle Street
Suite 450
Chicago, IL 60654

Above Space for County Clerk's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE VILLAGE OF ARLINGTON HEIGHTS AND

BRADFORD ALLEN ARLINGTON HEIGHTS DEVELOPMENT, LLC

***(SOUTHEAST CORNER OF ALGONQUIN ROAD AND ARLINGTON HEIGHTS ROAD –
ARLINGTON GATEWAY)***

DATED AS OF _____, 2024

**DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF ARLINGTON HEIGHTS AND
BRADFORD ALLEN ARLINGTON HEIGHTS DEVELOPMENT, LLC
(SOUTHEAST CORNER OF ALGONQUIN ROAD AND ARLINGTON HEIGHTS ROAD –
ARLINGTON GATEWAY)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2024, and is by and between the Village of Arlington Heights, an Illinois home rule municipal corporation (“**Village**”), and Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company (“**Developer**”).

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

SECTION 1. BACKGROUND.

A. The Property is approximately 3.84 acres of property located generally at the southeast corner of Algonquin Road and Arlington Heights Road in the Village.

B. On June 15, 2020, the Corporate Authorities adopted Ordinances 2020-016, 2020-017, and 2020-018 designating the TIF District, the boundaries of which include the Property.

C. The TIF Act authorizes the Village to finance redevelopment within the TIF District in accordance with the conditions and requirements set forth in the TIF Act.

D. Developer acquired the Property on June 18, 2024.

E. The Property is located within both the B-2 General Business District and the South Arlington Heights Road Overlay Zoning District of the Village.

F. As of the Effective Date, Developer has demolished all structures previously located on the Property, and the Property is vacant and was formerly improved with a vacant five-story office building and three vacant one-store commercial buildings.

G. Developer desires to undertake the Development on the Property and has filed applications with the Village for this purpose and obtained Village approvals for aspects of the Development.

H. The Development includes, without limitation, 301 units of multi-family rental and approximately 24,972 square feet of ground floor commercial space, and related Improvements, access, and common facilities and amenities.

I. The Corporate Authorities, after due and careful consideration, have concluded that authorizing the development and use of the Property for the Development pursuant to and in accordance with this Agreement would: (1) further enable the Village to control the development of the area generally and the Property specifically; (2) eliminate certain factors and characteristics found on the Property that cause, in part, the TIF District to be a blighted area; (3) produce increased tax revenues for the various taxing districts authorized to levy taxes within the TIF District; and (4) serve the best interests of the Village.

J. The Parties have agreed to execute this Agreement so as to provide that the Property will be developed and used only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Laws.

Building Code: Chapter 23 of the Village Code.

Common Areas: Those access drives, loading docks, private streets, alleys, roadways, public and private utilities, and other commonly used features portions of the Property, as depicted on the Final Plat, together with any and all improvements thereon.

Construction Staging Plan: Defined in Section 6.E.1 of this Agreement.

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

CTM Plan: Defined in Section 6.E.1 of this Agreement.

Development: The development of 301 units of multi-family rental and approximately 24,972 square feet of ground floor commercial space, and related Improvements, access, and common facilities and amenities, collectively, on the Property.

Development Approvals: Collectively, those certain ordinances, resolution, permits, and administrative approvals listed in Section 3 of this Agreement, including, without limitation, the Prior Approvals listed in Section 3.B.

Development Schedule: The Development deadlines in **Exhibit B** attached to this Agreement.

Economic Incentive Agreement: The Economic Incentive Agreement by and between the Village and Incentive Recipient approved by the Corporate Authorities on _____, 2024.

Effective Date: The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 15.A of this Agreement with respect to Developer and in Section 15.B of this Agreement with respect to the Village.

Final Completion Date: Defined in Section 4.D of this Agreement.

Final Development Plan: Collectively, those plans and specifications for the Development approved by the Corporate Authorities pursuant to the Development Approvals, in accordance with Section 3 of this Agreement and the Requirements of Law.

Final Engineering Plan: The engineering plan that receives the approval of the Village Engineer in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

Final Landscape Plan: The landscape plan that receives the approval of the Director of Planning & Community Development in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

Final Plat of Subdivision: That certain plat of subdivision for the Property, to be considered and approved by the Corporate Authorities in accordance with and pursuant to Section 3 of this Agreement.

Final Site Plan: The engineering plan that receives the approval of the Village Engineer in accordance with and pursuant to Section 3 of this Agreement and in accordance with the Requirements of Law.

Guarantee: Defined in Section 11.A of this Agreement.

HUD: Defined in Section 9.A of this Agreement.

HUD Rider: Defined in Section 9.A of this Agreement and attached hereto as **Exhibit F**.

Improvement Construction License: Defined in Section 5.E.3 of this Agreement.

Improvement Construction Schedule: The schedule for construction of improvements as specifically described in Section 5.B.3 of this Agreement.

Improvements: The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 5 of this Agreement, including, without limitation, burial of overhead utilities and the Public Improvements to be installed pursuant to the Final Development Plan, but specifically excluding the buildings to be constructed on the Property.

Incentive Recipient: Bradford Allen Properties, LLC, the sole equity owner and controlling member of Developer.

Indemnified Claims: Defined in Section 12.C of this Agreement.

Letter of Credit: The performance security required by Section 11.A, in the form attached as **Exhibit C** to this Agreement.

Licensed Premises: Defined in Section 5.E.3 of this Agreement.

Maintenance Guarantee: Defined in Section 11.D of this Agreement.

OREA: That certain Operations and Reciprocal Easement Agreement that will be recorded against the Property pursuant to Section 7 of this Agreement.

Parties: The Village and Developer, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any

legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Planned Development Ordinance: Ordinance No. 2024-16, adopted by the Corporate Authorities and as may be amended: (i) approving a planned unit development for the Property; (ii) approving the Final Development Plan for the Property; and (iii) granting certain Zoning Code variations within the approved planned development.

Prior Approvals: Those Development-related approvals by the Corporate Authorities including, without limitation, those listed in Section 3.B of this Agreement.

Property: That certain tract of land, consisting of approximately 3.84 acres, located at the addresses commonly and collectively known as 1 E. Algonquin Road, 15 E. Algonquin Road, 111 E. Algonquin Road, and 2355 S. Arlington Heights Road, in Arlington Heights, Illinois and legally described in **Exhibit A** attached to this Agreement.

Public Improvements: Those Improvements that will be dedicated to, and accepted by, the Village, including the Public Improvements identified in **Exhibit D** attached to this Agreement.

Public Improvements Standards Manual: “A Manual of Practice for the Design of Public Improvements in the Village of Arlington Heights,” as amended.

Public Sanitary Sewer Improvements: Those sanitary sewer improvements constructed by the Village to increase the capacity of existing sanitary sewer mains from 18” to 27”, for a length of approximately 2,300 to 2,600 feet, within and near the rights-of-way of Algonquin Road and Dempster Street, from Cedar Glen Drive to Busse Road.

Redevelopment Project Costs: Developer’s and Incentive Recipient’s reasonable costs of the Development which are identified in **Exhibit E** attached to this Agreement and which are “redevelopment project costs” eligible for reimbursement under the TIF Act, including Section 11-74.4-3(q) thereof.

Requirements of Law: The Village Laws, the Code, and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

Right-of-Way Improvements: Those specific Improvements to be constructed on or within the public-owned rights-of-way that are adjacent to or in the vicinity of the Property, as specifically described in Section 5.E of this Agreement.

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

Structure: Anything constructed or erected which requires location on the ground or is attached to something having location on the ground, including, without limitation, a fence or freestanding wall, television antenna towers, earth stations, or other devices receiving electronic signals, signs, billboards or other advertising media (detached or projecting), and specifically including the mixed-use building to be constructed on the Property.

Subdivision Code: Chapter 29 of the Village Code.

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

TIF Approval Ordinances: Ordinances 2020-016, 2020-017, and 2020-018 approved by the Corporate Authorities on June 15, 2020, as amended.

TIF District: South Arlington Heights Road Tax Increment Financing District # 7, established by the Village pursuant to the TIF Approval Ordinances.

TIF Incentive: Defined in Section 2.A of the Economic Incentive Agreement.

Transferee Assumption Agreement: Defined in Section 13.C of this Agreement.

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

- a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 16.A.3 of this Agreement;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. epidemic or pandemic, preventing performance of work or supply chain disruption;
- d. hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, supply chain disruption, or other similar Act of God;
- e. governmental condemnation or taking other than by the Village; or
- f. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

Vertical Construction: The construction of any portion of a Structure within the Development above grade level.

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

Village Laws: The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

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

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

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

3. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. Compliance and Conflict with Other Requirements. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. Description of Development. Developer submitted applications to the Village for approval of the Development. Developer's requests included: (i) rezoning the Property into the B-2 General Business District, (ii) approval of a planned unit development to allow a multi-family residential development, with first floor commercial uses, on the Property, (iii) variations from both the Zoning Code, to permit the construction and operation of the Development, and to the Village Code sign regulations, to permit the placement of additional temporary Development-related signage on the Property, and (iv) preliminary and final approval of a plat of subdivision for the Property. The Village processed the applications in accordance with the Requirements of Law and the Corporate Authorities approved the applications through the Prior Approvals, with conditions and modifications.

B. Prior Approvals. Prior to the approval and execution of this Agreement, the Corporate Authorities adopted the following resolutions and ordinances:

1. Ordinance No. 2024-15, rezoning the Property into the B-2 General Business District;
2. Ordinance No. 2024-16, the Planned Development Ordinance;
3. Ordinance No. 2024-26, granting variations from the sign regulations in the Village Code;

4. Resolution No. R2024-10, approving a preliminary plat of subdivision for the Property; and

5. Resolution No. R2024-24, approving a final plat of subdivision for the Property.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

A. Compliance with this Agreement. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village Laws or any other rights Developer may have, during the term of this Agreement, the Property may only be developed pursuant to, and in accordance with, the terms and provisions of this Agreement and its exhibits, including, without limitation, the following development conditions. Development of the Property in a manner deviating from these conditions will be deemed a violation of this Agreement and Developer's obligations hereunder, and an Event of Default pursuant to Section 15.A of this Agreement.

B. Development. The Development must consist of the following required elements, all of which were promised by Developer and served as an enticement to the Village to enter into this Agreement and adopt the Development Approvals:

1. A single building consisting of 301 rental units, with 271 units rented at market rates, 30 units rented at affordable rates (as required by Section 4.C.4 of the Planned Development Ordinance and as set forth in Section 8.B of this Agreement), approximately 24,972 square feet of ground floor commercial space, and related on-site improvements, access, common facilities, and amenities.

2. The Improvements, as described and depicted in Section 5 and **Exhibit D**.

C. General Development Restrictions. The development, construction, operation and maintenance of the Development on the Property must, except for minor alterations due to final engineering and site work approved by the Director of Building & Life Safety, Village Engineer, or the Director of Planning & Community Development, as appropriate, comply, and be in accordance, with the following:

1. This Agreement;
2. The Development Approvals;
3. The Final Plat of Subdivision;
4. The Final Development Plan, and all individual plans and documents of which it is comprised;
5. The Zoning Code;
6. The Building Code;
7. The Subdivision Code;
8. The Public Improvements Standards Manual;

9. The OREA; and
10. The Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 10 of this Section 4.C, the interpretative provisions of Section 2.B.4 will prevail.

D. Development Schedule. The Development must comply with the Development Schedule deadlines in **Exhibit B** along with other deadlines and time limitations in this Agreement and the Requirements of Law, subject to Uncontrollable Circumstances. Construction of the Development must commence on or before October 1, 2024, Developer must obtain a temporary certificate of occupancy for all components of the Development on or before April 28, 2026, and Developer must obtain a final certificate of occupancy for all components of the Development on or before July 23, 2026, the “**Final Completion Date**.” The Development Schedule deadlines may be extended for good cause as determined by the Village Manager in their sole discretion.

SECTION 5. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. **Description of Improvements.** The Improvements are depicted and described on the Final Engineering Plan, the other components of the Final Development Plan, and in **Exhibit D**, and include, without limitation, the following:

- a. Access driveways, traffic signals, and parking lots;
- b. Stormwater sewer mains, service lines, and facilities;
- c. Sanitary sewer mains and service lines;
- d. Water mains and service lines;
- e. The Right-of-Way Improvements, as described in Section 5.E of this Agreement;
- f. The landscaping and streetscaping as depicted in the Final Landscape Plan, as required in Section 4.G of the Planned Development Ordinance, and as described in Section 5.C of this Agreement; and
- g. The traffic, street, and utility infrastructure improvements required in Section 4.E of the Planned Development Ordinance.

2. **General Standards.** All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals, and will be subject to the reasonable written satisfaction of the Village Engineer in accordance with the Village Laws and the Public Improvements Standards Manual. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and in compliance with the Improvement Construction Schedule, any phasing plan provided pursuant to this Agreement, as well as all permits issued by the Village for construction of the Improvements.

All materials used for construction of the Improvements must be new and of first-rate quality. All Improvements must be constructed and installed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized firms or licensed and accredited professionals in performing services of a similar nature. Any work required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed in accordance with the Requirements of Law.

3. Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Development that will affect existing utilities or roadways, Developer must meet with the Village Engineer, or their designee, to develop a mutually-agreeable Improvement Construction Schedule for all such construction. The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the Village Engineer. No construction may occur prior to the approval by the Village Engineer of the meeting minutes and the Improvement Construction Schedule. All construction must comply with the Requirements of Law.

4. Contract Terms; Prosecution of the Work. Developer must include in every contract (by change order or written amendment, if necessary) for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

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

6. Village Inspections and Approvals. All work on the Improvements is subject to inspection and approval by Village representatives at all times. Developer will provide immediate access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the Village.

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

B. Connection of Utilities.

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade: (a) all public utility connections servicing the Property; and (b) the connection of all utilities to facilities located on the Property.

2. No utilities located on the Property may be connected to the sewer and water utilities belonging to the Village except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by Village Laws.

C. Landscaping. Prior to the issuance by the Village of a final certificate of occupancy for any Structure on the Property, Developer must install all landscaping on the Property, as depicted on the Final Development Plan, which landscaping must be installed and maintained and in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Development Plan.

2. The Director of Planning & Community Development will have the right to reasonably reject or require replacement of any landscaping on the Property that is not in accordance with this Agreement

3. The Village Forester will have the right to reasonably reject or require replacement of any landscaping on public right-of-way that is not in accordance with this Agreement.

4. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of such landscaping.

5. The final grade of the site must contain a minimum of four to six inches of topsoil, except as may be approved by the Village Engineer.

6. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Development Plan, and must comply with the tree replacement requirements set forth in the Village Laws.

7. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

8. Within six months after initial occupancy of any portion of the Development, Developer must install a solar roof system in general conformity with the solar roof array depicted in both **Exhibit B** to the Planned Development Ordinance and in the Village-approved Development permit drawings in building permit BLDC2023-04703.

D. Lighting.

1. All exterior lighting on the Property must comply at all times with the lighting requirements set forth in Section 10.2-12.3 of the Zoning Code and conform to the Photometric Plan included as part of the Final Development Plan.

2. Prior to the issuance by the Village of a final certificate of occupancy for any Structure on the Property, Developer must install all lighting on the Property, as depicted on the Final Development Plan, including, without limitation, decorative lighting and two obelisks at the corners of the Development.

E. Right-of-Way Improvements.

1. Scope of Right-of-Way Improvements. The Right-of-Way Improvements include, without limitation:

- a. Per Plans. All the Improvements to be constructed on or within the public-owned rights-of-way that are adjacent to or in the vicinity of the Property as depicted or described in the Final Engineering Plan, the other components of the Final Development Plan, and in **Exhibit D**.
- b. Traffic Improvements. The installation and construction of traffic signal improvements and modifications required in Section 4.E.1 of the Planned Development Ordinance.
- c. Intersection Improvements. The intersection improvements at the intersection of the Tonne Road and Algonquin Road rights-of-way required in Section 4.E.2 of the Planned Development Ordinance.
- d. Bicycle Access. The bicycle access improvements required by Section 4.E.3 of the Planned Development Ordinance.
- e. Overhead Utility Lines. Burial of overhead utility lines as required by Section 4.E.5 of the Planned Development Ordinance.
- f. Illinois Department of Transportation. The improvements within Illinois Department of Transportation rights-of-way as required by the Department, per Section 4.E.6 of the Planned Development Ordinance.
- g. Bus Stop Improvements. The bus stop improvements required in Section 4.E.7 of the Planned Development Ordinance.
- h. Water Line Improvements. The waterline improvements required in Section 4.E.8 of the Planned Development Ordinance.
- i. Sidewalk. The construction of a multi-use sidewalk and mountable curbs within the portion of that of the Algonquin Road and Arlington Heights Road rights-of-way adjacent to the Property.
- j. Pedestrian Crossing Improvements. The installation of enhanced improvements within the Algonquin Road and Arlington Heights Road rights-of-way to facilitate safe pedestrian crossings, to and from the Property.
- k. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to the Property, as depicted in the Final Landscape Plan.

2. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan, the Requirements of Law, and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the Village. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements and landscaping improvements in specific locations and of specific designs approved in advance by the Village; and (b) maintain the Licensed Premises and

all streets, sidewalks, and other public property in the vicinity of the Property in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 6.H of this Agreement.

3. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the Village grants to Developer and its affiliates and contractors, and Developer accepts for itself and its affiliates and contractors, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the Right-of-Way Improvements which are within Village-owned rights-of-way and, as necessary, within adjacent Village-owned parcels (collectively, the ***“Licensed Premises”***), all as depicted in the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.E and the other provisions of this Agreement (***“Improvement Construction License”***).

4. Limitation of Interest. Except for the Improvement Construction License granted pursuant to this Section 5.E, neither Developer nor any affiliate or contractor will have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the Algonquin Road or Arlington Heights Road rights-of-way, or any other Village-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer or any affiliate or contractor to alter any Village-owned right-of-way in any way other than for the installation of the Right-of-Way Improvements identified in this Section 5.E.

5. Village’s Reservation of Rights Over Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise of the rights granted pursuant to this Section 5.E. The Village will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

6. Liens. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic’s liens, in connection with any work performed by the Licensee or its agents.

7. Maintenance of Right-of-Way by Village. Without limitation of the provisions of Section 12 of this Agreement, the Village will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the Village’s necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Improvements necessary as a result of such Village maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the License, as set forth in Section 5.E.8 of this Agreement.

8. Term. The Improvements Construction License granted pursuant to this Section 5.E will expire upon the acceptance by the Village of all Right-of-Way Improvements pursuant to Section 5.F of this Agreement.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the Village when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the Village. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the Village time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the Village for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The Village is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the Village Engineer has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and Requirements of Law, including, without limitation, Section 29-504 of the Subdivision Code.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision constitutes acceptance by the Village of any Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code, including, without limitation, Section 29-505 thereof.

3. Transfer of Ownership of the Public Improvements and Easements to the Village. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the Village pursuant to Section 5.F of this Agreement, Developer must execute, or cause to be executed, all documents as the Village may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the Village all insured easements or other property rights as the Village may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the Village, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the Village in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the Village.

4. Maintenance of Public Improvements. For a period of at least 18 months following acceptance by the Village of the Public Improvements, Developer must, at its sole cost and expense, maintain the Public Improvements without any modification, except as specifically approved in writing by the Village Engineer, in a first-rate condition at all times. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within 18 months after acceptance of the Public Improvement by the Village pursuant to this Agreement. In the event the Village Engineer determines, in the Village Engineer's reasonable discretion, that Developer is not adequately maintaining, or has not adequately maintained, any Public Improvement, Developer must, after 10 days' prior written notice from the Village (subject

to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the Village, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to such Public Improvement. In the event that the Village causes to be performed any work pursuant to this Section 5.F.4, Developer must, upon demand by the Village, pay the costs of the work to the Village. If Developer fails to pay the costs, the Village will have the right to draw from the Maintenance Guarantee required pursuant to Section 11.B of this Agreement, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. In the event any Public Improvement is repaired or replaced pursuant to this Section 5.F.4, the Village's right to draw upon the Maintenance Guarantee pursuant to Section 11.B of this Agreement will be extended, as to the repair or replacement, for 18 full months from the date of the repair or replacement.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the Village has, before or after approval and acceptance, with respect to any breach of this Agreement by the Developer or any right of indemnification of the Village by the Developer.

SECTION 6. CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on the Property will be in accordance with the specifications for the work to be performed.

2. Contracts for Work on Property. The Developer must include in every contract for work on the Property (by change order or written amendment if necessary) terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, and terms providing that the Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

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

4. Village Inspections and Approvals. All work on the Property will be subject to inspection and approval by Village representatives at all times, subject to safety rules on the Property.

5. Prevailing Wage. The Developer must comply, and will cause all contractors constructing the Development to comply, with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as it may be applicable. Without limitation, the Developer acknowledges and agrees, and will take all necessary steps to insure, that the Illinois Prevailing Wage Act applies

to each contract pursuant to which Developer will construct, or cause the construction of, a Public Improvement or other Improvement that will be dedicated or transferred to another public entity upon its completion and acceptance.

B. Limits on Vertical Construction. In addition to any other applicable provision of this Agreement and the Requirements of Law, the Developer may not commence any Vertical Construction until the Developer has obtained all permits necessary to commence Vertical Construction from the Village and all other governmental agencies with jurisdiction over the Development.

C. Diligent Pursuit of Construction.

1. Once commencement of construction is authorized pursuant to this Agreement, the Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the Village Code and the Requirements of Law. The Developer will conduct all construction work on the Property in full compliance with the Village's permitted construction work hours regulations.

2. The Development must be substantially completed by the Final Completion Date subject to an extension of time beyond the Final Completion Date due to Uncontrollable Circumstances or as may be approved in writing by the Village Manager. Notwithstanding anything to the contrary contained herein, if the Development has not been completed by the Final Completion Date as may be extended by Uncontrollable Circumstances, Developer will have a one-time right, which may be exercised by written notice sent to the Village prior to the Outside Completion Date, to extend the Final Completion Date for a 90-day period provided that Developer is diligently pursuing completion of the construction of the Development.

D. Construction Traffic.

1. Construction and Traffic Management Plan and Staging Plan. Developer must comply with the Construction and Traffic Management Plan ("**CTM Plan**") as required in Section 4.C.5 of the Planned Development Ordinance. The Village Director of Public Works & Engineering may modify the CTM Plan from time to time upon written notice to Developer. Developer must also comply with the construction staging plan ("**Construction Staging Plan**") approved by the Village Director of Public Works & Engineering. The Village Director of Public Works & Engineering may modify the Construction Staging Plan from time to time upon written notice to Developer.

2. Designated Routes of Access. The Village reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous; nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

E. Tree Preservation. Developer must comply with all applicable tree preservation regulations set forth in Chapter 28 of the Village Code, and the following additional requirements:

1. Developer must, prior to construction, erect fencing satisfactory to the Village to protect those existing trees located on the Property: (a) designated in the Final Development Plan; and (b) designated for protection by the Village.

2. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Developer's applications for building permits for the Proposed Development.

F. Storm Water Management and Erosion Control During Construction. During construction of any of the structures or Improvements on the Property, Developer must:

1. Install and implement such measures as necessary to temporarily divert or control any accumulation of storm water away from or through the Property in a manner approved in advance by the Village Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;

3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the construction; and

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

All installations made pursuant to this Section 6.F must be maintained by Developer until all final certificates of occupancy have been issued by the Village for the Development, except as otherwise may be approved by the Village Manager.

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

H. Issuance of Permits and Certificates.

1. **General Right to Withhold Permits and Certificates.** In addition to every other remedy permitted by law for the enforcement of this Agreement, the Village has the absolute right to withhold the issuance of any building permit, temporary certificate of occupancy, or final certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. Timing of Construction of the Improvements. The Village has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any building or structure located on the Property until the Improvements are completed by Developer and approved by the Village. The foregoing does not preclude the Village's issuance of temporary certificates of occupancy pursuant to the applicable provisions of the Village Code. The issuance of any building permit, temporary certificate of occupancy, or final certificate of occupancy by the Village at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the Village will not constitute a waiver of the Village's right to withhold any building permit, temporary certificate of occupancy, or final certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas. No temporary certificate of occupancy or final certificate of occupancy associated with any new Structure to be located on the Property will be issued until the final grading, application of final surface course, and, where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within such Structure has been completed, unless the Village otherwise decides in its sole discretion to issue a temporary certificate of occupancy or final certificate of occupancy.

I. Completion of Construction; Site Restoration. Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the earlier of the time period prescribed in this Agreement or in the building permit or permits issued by the Village for such demolition and construction, as the case may be, Developer must, within 60 days after notice from the Village: (1) remove any partially constructed or partially completed Structures or Improvements from the Property; and (2) perform Site Restoration on that portion of the Property in which Developer has failed to complete all such demolition and construction, all in accordance with plans approved by the Village.

J. As-Built Plans. After completion of construction of any new Structure, Developer must submit to the Village's Director of Building & Life Safety the final "as-built" plans for all fire protection systems installed in the Structure. The as-built plans must be submitted in a format appropriate for entry into the Village's geographic information system. A licensed Professional Engineer ("**PE**") and Professional Land Surveyor ("**PLS**") registered in the State of Illinois must stamp the as-built site plans and the PE and PLS must stamp and sign the final engineering pages of the plans.

SECTION 7. OPERATIONAL DOCUMENTS.

A. Operation and Reciprocal Easement Agreement. Promptly upon request of the Village when a further phase of development in the vicinity the Property occurs, Developer must prepare and submit to the Village Manager and the Village Attorney, for their respective review and approval, and Developer must record against the Property, an Operation and Reciprocal Easement Agreement (or a similarly binding legal instrument or amendment to an existing binding legal instrument) ("**OREA**"). The OREA must, without limitation, clearly define the rights and responsibilities of the owners and occupants of the Property and all of their respective successors and assigns, with regard to the following:

1. Use and maintenance of the Common Areas;

2. Cross-access between the Property and adjoining properties developed in conjunction with the Property;
3. Maintenance of access drives, loading docks, private streets, alleys, roadways, public and private utilities, and other commonly used features;
4. Snow removal on the Property;
5. Maintenance, cleaning, and operation of any storm water facilities and all other on-site Improvements serving the Property;
6. Maintenance of the landscaping in accordance with the Final Landscape Plan; and
7. Removal and storage of refuse on the Property.

B. Generally Mandatory Provisions. All governing documents required by this Section 7 must include the following provisions:

1. The governing document will bind and be recorded against all portions of the Property;
2. The Village must be given the right to enforce all covenants contained in the governing document; and
3. The Village must be given the right, after 15 days' written notice to the owner or owners of the applicable lot or lots within the Property, as may be appropriate (i) to perform any obligations that the owner(s) of the applicable lot(s) has neglected to perform (or to commence and diligently pursue completion of such maintenance work within the 15-day period if such maintenance work is not reasonably capable of being completed within the 15-day period); (ii) to assess the owner(s) of the applicable lot(s) for such work; and (iii) to have a lien placed against the affected lot(s) belonging to an owner(s) failing to pay such assessment if such assessment is not paid within 30 days after written notice from the Village.

SECTION 8. PAYMENT OF FEES AND CONTRIBUTIONS.

A. Impact Fees. Developer will fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to the Subdivision Code for the benefit of the following districts (collectively, "***Impact Fees***"):

1. Arlington Heights Park District;
2. Community Consolidated School District No. 59;
3. Township High School District No. 214; and
4. Arlington Heights Memorial Library.

The Impact Fees must be paid prior to the issuance of any building permits for the residential structures on the Property. Developer acknowledges that the payment of development impact fees imposed by the Subdivision Code are reasonable, and Developer hereby holds harmless and releases the Village, and the Arlington Heights Park District, Community Consolidated School

District No. 59, Township High School District No. 214, and the Arlington Heights Memorial Library (collectively, the “**Districts**”) from any claim or other action Developer may have against either or both the Village or the Districts as a result of the Subdivision Code and the impact fees exacted thereunder for distribution to any District by the Village.

B. Inclusionary Housing Ordinance. To satisfy its obligations in the Village’s Inclusionary Housing Ordinance in Chapter 7 of the Village Code and in Section 4.C.4 of the Planned Development Ordinance, Developer must provide, in perpetuity, 30 actual on-site affordable units within the Development, in compliance with Section 7-1707(b)(3) of the Village Code, and ensure compliance with all other provisions of the Inclusionary Housing Ordinance.

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

D. Public Sanitary Sewer Improvements. The Development requires the Public Sanitary Sewer Improvements in order to ensure adequate sanitary sewer capacity. The Village is constructing the Public Sanitary Sewer Improvements.

SECTION 9. SPECIAL DEVELOPMENT OBLIGATIONS.

A. HUD Rider. The U.S. Department of Housing and Urban Development (“**HUD**”) “Rider to Restrictive Covenants” attached as **Exhibit F** to this Agreement (“**HUD Rider**”) is incorporated herein by reference. The HUD Rider provides, without limitation, that this Agreement is subordinate to certain HUD-related agreements and program obligations, that this Agreement will be terminated in the event of a foreclosure of a HUD-related mortgage, that the Village may not file any claim against the Development except with respect to certain enumerated matters, that this Agreement may not be substantively amended without HUD’s consent, and that Developer’s indemnity of the Village under this Agreement is limited to Developer’s available surplus cash and residual receipts.

B. No TIF Incentive. Developer waives its rights to seek or obtain any TIF Incentive from the Village. Developer is prohibited from receiving the TIF Incentive from the Village. Developer acknowledges that the Economic Incentive Agreement permits Incentive Recipient to receive the TIF Incentive from the Village if the conditions in the Economic Incentive Agreement are met including, without limitation, that Developer completes the Development as required by this Agreement.

C. Assignment of Redevelopment Project Costs. Developer assigns all of its rights to reimbursement of Redevelopment Project Costs to Incentive Recipient for the purpose of allowing Incentive Recipient the opportunity to receive the TIF Incentive from the Village pursuant to the Economic Incentive Agreement.

D. Property Taxes. Developer, lessees, and successor owners and lessees of the Property, or any portion thereof, and all successor operators of the Development and their agents, cannot (1) challenge, contest, seek or cause the reduction in the equalized assessed valuation of the Property by any governmental body below the amounts set forth in **Exhibit G** attached to this Agreement; or (2) contest the property tax rates levied with respect to the Property. Developer and successor owners or lessees of the Property, or any portion thereof, and all successor

operators of the Development, cannot assert a property tax exempt status for the Property, or any portion thereof, during their respective periods of ownership of, or having an interest in, the Property or the Development. The prohibitions in this Section 9.D run with the land of the Property.

E. Commitment to Fair Employment Practices and Affirmative Action: Prevailing Wage. If and to extent applicable in accordance with the Requirements of Law, Developer must comply with the requirements pertaining to fair employment practices and affirmative action described in the TIF District's Redevelopment Plan and Project and the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 10. PAYMENT OF VILLAGE FEES AND COSTS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the Village concerning the Development, Developer must pay to the Village, contemporaneous with the execution of this Agreement by the Village Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or wire transfer of immediately available funds pursuant to wire transfer instructions as may be provided by the Village. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, such third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the Village for publications and recordings required in connection with the above matters.

SECTION 11. PERFORMANCE SECURITY.

A. General Requirements. As security to the Village for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the Village performance and payment security ("**Guarantee**") in the form of one or more letters of credit ("**Letter of Credit**") in the amount of \$550,000.00. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement and satisfactory to the Village Attorney. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the Village to draw from the Letter of Credit in the event that the Developer does not fully reimburse the Village for any costs and expenses incurred by the Village for work performed pursuant to Section 6 of this Agreement. The Letter of Credit must be provided to the Village prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted. The Guarantee will be administered pursuant to this Section 11.

B. Use of Guarantee Funds. If Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6 of this Agreement, and such failure or refusal is a Developer Event of Default, then the Village in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The Village thereafter

will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause such Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Letter of Credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the Developer's failure or refusal. If the funds remaining in the Letter of Credit are insufficient to repay fully the Village for all costs and expenses, then the Developer must, upon demand of the Village, deposit with the Village any additional funds as the Village determines are necessary, within 30 days after receipt of a request therefor, to fully repay such costs and expenses. Guarantee funds drawn upon will be solely allocated to the costs associated with the Developer's failure or refusal to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6 and the payment by the Village to perform such work.

C. Reductions in Guarantee. Concurrent with the approval and/or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a manner and in amounts approved by the Village Manager from time to time.

D. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the Village of the Public Improvements pursuant to this Agreement, the Developer must post a new guarantee in the amount of 15% of the actual total cost of the Public Improvements on the Property, provided as all cash, or a combination of cash and a letter of credit (with at least 10% cash), as security for the Developer's maintenance of those Public Improvements (each a "**Maintenance Guarantee**"). The Maintenance Guarantee will be held by the Village in escrow until the date that is two years after the approval and, where appropriate, acceptance by the Village of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the Village is required to draw on a Maintenance Guarantee by reason of the Developer's failure to fulfill its maintenance obligations under this Section 11.D, then Developer must, within 10 days after receipt of a demand from the Village, cause the Maintenance Guarantee to be increased to its full original amount. Funds drawn upon under the Maintenance Guarantee will be used by the Village solely to pay costs associated with the ordinary and necessary maintenance of the Public Improvements as a result of Developer's failure to fulfill its maintenance obligations.

E. Completion Guaranty. Developer will guaranty completion of all portions of the Development, and all Developer's obligations in this Agreement not covered by the Guarantee, by depositing \$1,000,000.00 in cash or in the form of an irrevocable letter of credit with the Village upon commencement of construction of the Development ("**Completion Guaranty**"). The Completion Guaranty is subject to the following terms:

1. In the event of an uncured Developer Event of Default, the Village may draw and utilize the Completion Guaranty to reimburse its all of costs incurred relative to the Developer Event of Default, including, without limitation, staff time, out of pocket expenditures, attorney's fees, court costs, and contractors' fees.

2. If all components of the Development receive a final certificate of occupancy by the Final Completion Date, the Village will return or release the Completion Guaranty to Developer within 15 days of a written request for the return or release.

3. If the Completion Guaranty is an irrevocable letter of credit, it must be issued by the bank providing the Letter of Credit as provided in Section 11.A of this Agreement, and substantially conform in all material respects with **Exhibit C** to this Agreement, with such

changes as are necessary to meet the requirements of the Completion Guaranty and be satisfactory to the Village Attorney.

SECTION 12. LIABILITY AND INDEMNITY OF VILLAGE AND INSURANCE.

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

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

C. Indemnity. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (1) the Village's review and approval of any plans for the Development or the Improvements; (2) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; (3) the Economic Incentive Agreement; and (4) the development, construction, maintenance, or use of any portion of the Development or the Improvements ("***Indemnified Claims***"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

E. Insurance. Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit I** attached to this Agreement.

SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS. The provisions of this Agreement including, without limitation, Section 13, are subject to the HUD Rider.

A. Runs with Land. The provisions of this Agreement run with and bind the Property and inures to the benefit of, is enforceable by, and obligates the Village, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property, from the date this Agreement is recorded and until this Agreement is terminated or expires. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (1) the rule against perpetuities or some analogous statutory provision; (2) the rule restricting restraints on alienation; or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants

of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Binding Effect. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the Village execute a Transferee Assumption Agreement in accordance with Section 13.C of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners or lessees of all or any portion of the Property.

C. Transferee Assumption Agreement. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in the Property, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit H** to this Agreement, agreeing to be bound from and after the effective date of transfer, by the provisions of this Agreement ("**Transferee Assumption Agreement**"). The transferee must provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee's proposed assurances of financial capability before completing any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all such obligations as a successor to Developer.

D. Required Provisions for Transfers of Property.

1. Notify the Village in writing at least 60 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party with the exception of leases to residential or retail tenants of the Development; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

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

E. Mortgagees of Property.

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 13.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Except with respect to the mortgage and security interests referenced in the HUD Rider, Developer may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination Agreement," in substantially the form attached to this Agreement as **Exhibit J**.

SECTION 14. TERM.

A. Term. The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires after the earlier of (i) payment of the TIF Incentive as due pursuant to the Economic Incentive Agreement, or (ii) one year after the expiration of the TIF District on or around December 31, 2043. Following expiration of this Agreement, the Village agrees, upon written request of the Developer, to execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 14, the Developer's indemnity and defense obligations as set forth in Section 12 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

B. Commencement of Construction and Final Completion. In the event that construction of the Development does not commence on or before October 1, 2024, or in the event that all aspects of the Development are not complete or have not received a Village-issued certificate of occupancy on or before the Final Completion Date, the Village will have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of the Village under this Agreement by delivery of notice to Developer. The Village will take all legislative actions necessary to rescind, repeal, or otherwise terminate the Development Approvals prior to terminating this Agreement pursuant to this Section 14.B. The Developer agrees that, notwithstanding the status of the Development Approvals, in the event of termination of this Agreement pursuant to this Section 14.B: (i) the Developer's right to construct, maintain, and operate the Development on the Property will terminate; and (ii) Developer will not object to repeal of the Development Approvals granted for the Development.

SECTION 15. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer Events of Default

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

2. Subject to cure as set forth in Section 15.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Developer.

3. Subject to cure as set forth in Section 15.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 15.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 15.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 15.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development.

7. Subject to cure as set forth in Section 15.C of this Agreement, Developer causes any damage to real or public property that is not owner by Developer.

8. Subject to cure as set forth in Section 15.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer permits, or does not take reasonable steps to prevent, criminal activity on the Property.

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

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 15.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption provisions in Section 13 of this Agreement.

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

14. Subject to cure as set forth in Section 15.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

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

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

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

C. Cure Period. For all Events of Default identified in Section 15.A for which Developer has the right to cure, Developer must cure the Event of Default within 15 days after receipt of notice thereof, or, if the Event of Default cannot be cured within 15 days, Developer must initiate and diligently pursues appropriate measures to remedy the default within 15 days, and in any event must cure the default within 60 days after receipt of the notice.

SECTION 16. REMEDIES AND ENFORCEMENT.

A. Remedies. In the case of an Event of Default:

1. Legal Procedures. Except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Removal and Restoration by Village. In the event Developer fails or refuses to remove any partially completed buildings, structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.J of this Agreement or otherwise upon demand of the Village after the occurrence of a Developer Event of Default, the Village will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish or remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b) perform Site Restoration; or (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the Village for all costs and expenses, including legal and administrative costs, incurred by the Village for such work. If Developer does not so fully reimburse the Village, the Village will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 11 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so fully reimburse the Village, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance such work, then the Village will have the right, subject to the HUD Rider, to place a lien on the Property for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 16.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village in this Agreement, at law, and in equity.

3. **Repeal of Development Approvals.** The Village will have the absolute right to revoke the Development Approvals if a Developer Event of Default occurs under this Agreement, in accordance with Section 6 of the Planned Development Ordinance, without protest or objection by Developer.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Developer may not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 17. REPRESENTATIONS AND WARRANTIES.

A. By the Village. The Village represents and warrants, as of the date of execution by the Village of this Agreement, that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the Village: (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject;

3. The execution of this Agreement by the Village requires no other consents, approvals, or authorizations on the part of the Village; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the Village there are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Village or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Developer is now a party or by which Developer is now bound including any mortgages, secured loans, or instruments granting another party a superior interest in the Property or the Development;

4. Developer has complied with Section 13.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the Village: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the Village to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Event of Default pursuant to Section 15 of this Agreement.

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or the Property that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement;

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

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

SECTION 18. GENERAL PROVISIONS.

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

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

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

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Hart M. Passman
E-mail: hart.passman@elrodfriedman.com

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

Bradford Allen Arlington Heights Development, LLC
300 S. Wacker Drive, 35th Floor
Chicago, IL 60606
Attention: Chuck Hoag
E-mail: choag@bradfordallen.com

With a copy to:

Robbins DiMonte, Ltd.
180 North LaSalle Street, Suite 3300
Chicago, Illinois 60601
Attention: R. Kymn Harp
E-mail: rkharp@robbinsdimonte.com

With copy to:

TR Management and Consulting
145 South Wells Street, Suite 700
Chicago, IL 60606
Attn: Thomas Roszak and Mike Moceri
Email: thomas@roszak.com and mmoceri@roszak.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will

any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for Cook County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

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

I. Entire Agreement. This Agreement and the Development Approvals constitute the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the Development.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. Exhibits. Exhibits A through J attached to this Agreement are incorporated in and made a part of this Agreement.

L. Amendments and Modifications.

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

2. Amendments or modifications to the Development Approvals can be considered and acted on by the Village without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

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

N. Recording. The Village is authorized to record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Cook County Clerk Recording Division, promptly following the full execution of this Agreement by the Parties.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Randall Recklaus
Its: Village Manager

Date:

ATTEST:

**BRADFORD ALLEN ARLINGTON HEIGHTS
DEVELOPMENT, LLC**, a Delaware limited
liability company

By: _____

By: _____

Its: _____

Its: _____

Date:

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 2024, by Randall Recklaus, the Village Manager of the Village of Arlington Heights, an Illinois home rule municipal corporation, and by Rebecca Hume, the Village Clerk of said municipal corporation.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

 This instrument was acknowledged before me on _____, 2024, by _____, the _____ of Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company, and by _____, the _____ of said limited liability company.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

Exhibit A – Legal Descriptions of the Property

Exhibit B – Development Schedule

Exhibit C – Form of Letter of Credit

Exhibit D – Public Improvements

Exhibit E – Redevelopment Project Costs and Pro Forma

Exhibit F – HUD Rider

Exhibit G – Minimum Equalized Assessed Valuations

Exhibit H – Form of Transferee Assumption Agreement

Exhibit I – Insurance Requirements

Exhibit J – Form of Consent and Subordination Agreement

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

TRACT 1:

LOT 1 IN BRADFORD ALLEN SUBDIVISION, BEING A RESUBDIVISION OF LOT 4 AND PART OF LOT 2, AUGUST BUSSE'S DIVISION, AND PART OF LOTS 1 AND 2, LINCOLN PLAZA EXECUTIVE RESUBDIVISION, PART OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 2024 AS DOCUMENT 2420508039, ALL IN COOK COUNTY, ILLINOIS.

TRACT 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF TRACT 1 AS CONTAINED IN THAT CERTAIN PLAT OF ABROGATION, CONFIRMATION AND GRANT OF NEW EASEMENTS RECORDED JULY 23, 2024 AS DOCUMENT 2420508040.

TRACT 3:

NON-EXCLUSIVE EASEMENT FOR INSTALLATION OF WATER MAIN, SANITARY SEWER AND OTHER UTILITIES FOR THE BENEFIT OF TRACT 1, AS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED JULY 23, 2024 AS DOCUMENT 2420508041.

Common Address: 1, 15 & 111 East Algonquin Road; 2355 Arlington Heights Road, Arlington Heights, IL 60005

P.I.Ns.: 08-16-401-043-0000; 08-16-401-030-0000; 08-16-401-036-0000; 08-16-401-039-0000; 08-16-401-018-0000; 08-16-401-045-0000; 08-16-401-046-0000

EXHIBIT B

DEVELOPMENT SCHEDULE

The following schedule is subject to modification as provided in Section 4.D of the Agreement:

Construction Commencement: Construction of the Development must commence on or before October 1, 2024.

Excavation, Foundation, and Site Utilities Commencement: Developer must commence excavation, foundation, and site utility work on the Development on or before December 2, 2024.

Vertical Construction Commencement: Developer must commence Vertical Construction on or before December 9, 2024.

Site Furnishings, Hardscaping, and Landscaping Commencement: Developer must commence installation of furnishings, and commence construction of hardscaping and landscaping portions of the Development, on or before May 8, 2025.

Temporary Certificate of Occupancy: Developer must obtain a temporary certificate of occupancy for all components of the Development on or before April 28, 2026.

Substantial Completion: Developer must be substantially complete with all components of the Development on or before April 28, 2026.

Final Completion Date: Developer must obtain a final certificate of occupancy for all components of the Development on or before July 23, 2026 ("***Final Completion Date***").

EXHIBIT C
FORM OF LETTER OF CREDIT

LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: Village of Arlington Heights
33 S. Arlington Heights Rd.
Arlington Heights, Illinois 60005
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the

UP TO AN AGGREGATE AMOUNT OF _____
United States Dollars (\$_____) for account of

(the "Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

Drawn under _____
Credit No. _____ Dated: _____

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Agreement dated _____, _____ by and between the Village of

Arlington Heights and _____ (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the Village pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached hereto as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement has not been performed in accordance with the Agreement; or

(e) A written statement on the form attached hereto as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored promptly upon presentation to us if presented on or before the above-stated Expiration Date at our office together with the original of this Letter of Credit and any amendments. Further, one or more drafts may be presented at our office on or before the Expiration Date. Any partial drawing paid by us will be endorsed by us on the reverse side of this Letter of Credit, and this Letter of Credit, together with any amendments delivered to us, shall be returned to the presenting party stating the new available balance. If the draw request reduces the balance to zero, this Letter of Credit and any such amendments will not be returned to you.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, _____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended for only so many days as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, _____ by and between the Village of Arlington Heights and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the International Standby Practices as published by the International Chamber of Commerce in ICC Publication 590 in 1998 ("ISP98"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT “A” TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____ in the amount of \$_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Agreement dated _____, _____ by and between the Village and _____, have not been constructed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, _____ by and between the Village and _____, have not been paid in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Agreement dated _____, _____ by and between the Village _____, have not been performed in accordance with said Agreement.

Very truly yours,

Village Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

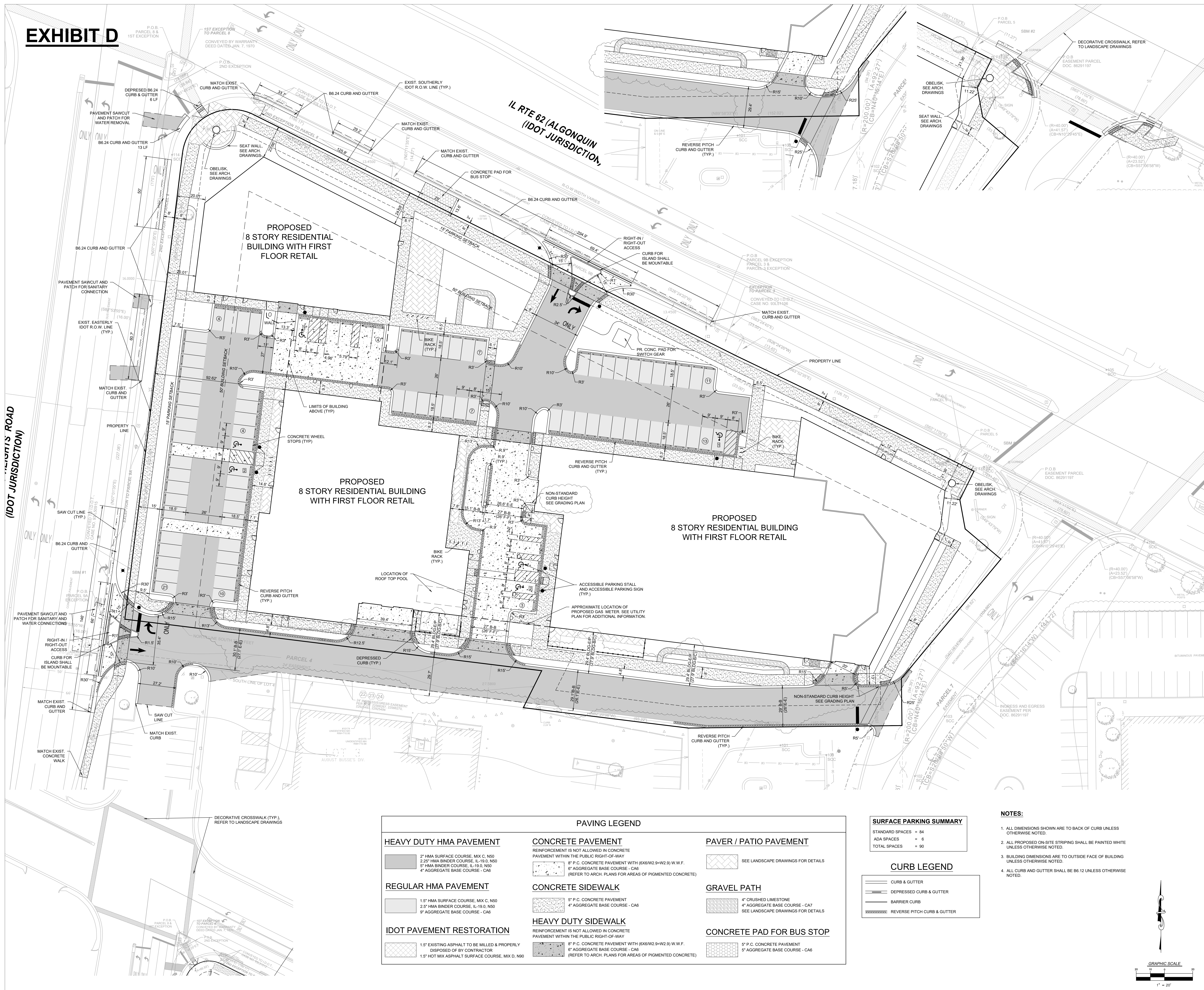
This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Agreement dated _____, _____ by and between the Village and _____, have not been performed in accordance with said Agreement.

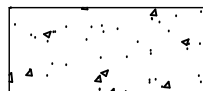
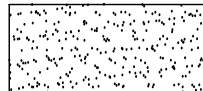
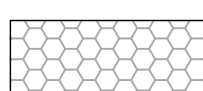
Very truly yours,

Village Manager

EXHIBIT D
PUBLIC IMPROVEMENTS

EXHIBIT D

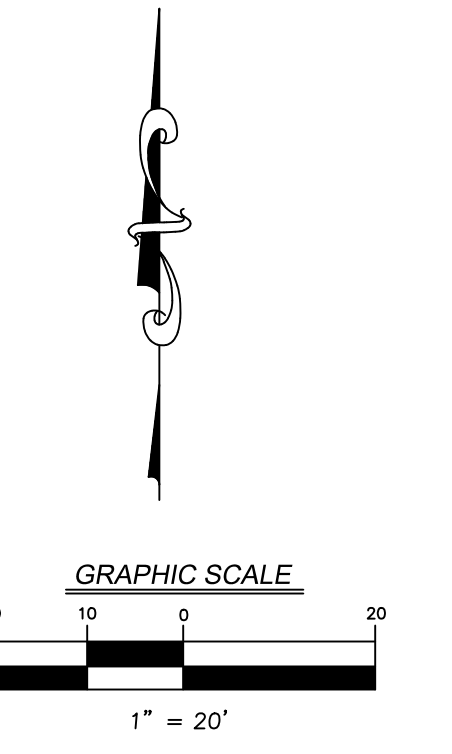


PAVING LEGEND		
HEAVY DUTY HMA PAVEMENT		
	2" HMA SURFACE COURSE, MIX C, N50 2.25" HMA BINDER COURSE, IL-19.0, N50 5" HMA BINDER COURSE, IL-19.0, N50 4" AGGREGATE BASE COURSE - CA6	
REGULAR HMA PAVEMENT		
	1.5" HMA SURFACE COURSE, MIX C, N50 2.5" HMA BINDER COURSE, IL-19.0, N50 9" AGGREGATE BASE COURSE - CA6	
IDOT PAVEMENT RESTORATION		
	1.5" EXISTING ASPHALT TO BE MILLED & PROPERLY DISPOSED OF BY CONTRACTOR 1.5" HOT MIX ASPHALT SURFACE COURSE, MIX D, N90	
CONCRETE PAVEMENT		
	REINFORCEMENT IS NOT ALLOWED IN CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY 6" P.C. CONCRETE PAVEMENT WITH (6X6)W2.9(W2.9) W.W.F. 6" AGGREGATE BASE COURSE - CA6 (REFER TO ARCH. PLANS FOR AREAS OF PIGMENTED CONCRETE)	
CONCRETE SIDEWALK		
	6" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE COURSE - CA6	
HEAVY DUTY SIDEWALK		
	REINFORCEMENT IS NOT ALLOWED IN CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY 6" P.C. CONCRETE PAVEMENT WITH (6X6)W2.9(W2.9) W.W.F. 6" AGGREGATE BASE COURSE - CA6 (REFER TO ARCH. PLANS FOR AREAS OF PIGMENTED CONCRETE)	
PAVER / PATIO PAVEMENT		
	SEE LANDSCAPE DRAWINGS FOR DETAILS	
GRAVEL PATH		
	4" CRUSHED LIMESTONE 4" AGGREGATE BASE COURSE - CA7 SEE LANDSCAPE DRAWINGS FOR DETAILS	
CONCRETE PAD FOR BUS STOP		
	5" P.C. CONCRETE PAVEMENT 5" AGGREGATE BASE COURSE - CA6	

SURFACE PARKING SUMMARY	
STANDARD SPACES	= 84
ADA SPACES	= 6
TOTAL SPACES	= 90

CURB LEGEND	
	CURB & GUTTER
	DEPRESSED CURB & GUTTER
	BARRIER CURB
	REVERSE PITCH CURB & GUTTER

- NOTES:**
- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 - ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED WHITE UNLESS OTHERWISE NOTED.
 - BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.



CITY STAMP

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SIGNATURE SEAL

ILLINOIS
REGISTERED CIVIL ENGINEER
#62586588
EXPIRATION DATE:
NOVEMBER 30, 2025

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH THE VILLAGE OF ARLINGTON HEIGHTS BUILDING CODE.

20	11/01/2024	Addendum #3
19	06/18/2024	Village Comments
18	04/30/2024	Village Comments
17	04/29/2024	ASK-029
16	04/19/2024	Addendum #2
15	04/17/2024	MMRD Comments
14	04/09/2024	Village Comments
13	03/09/2024	IFC
12	02/14/2024	ASK-019 Site and Watermain Updates
11	01/25/2024	Permit Revisions 1
10	01/24/2024	IDOT Comments
9	01/09/2024	RFI 158
8	12/01/2023	Issue for Building Permit
7	12/01/2023	100% CDS
5	10/25/2023	95% CD's
4	10/20/2023	Village Comments
3	09/18/2023	90% CD's
2	07/25/2023	80% CD's
1	06/30/2023	50% CD's
No.	Date	Description

ARLINGTON HEIGHTS PHASE I

25 E. Algonquin Rd., Arlington Heights, IL, 60005

OWNER
Bradford Allen
300 S. Wacker Dr., 35th Floor
Chicago, IL 60606
Tel: 312-994-5700

DESIGNER
Moseri + Roszak
145 S. Wile St., Suite 700
Chicago, IL 60606
Tel: 312-423-7989

ARCHITECT
Thomas Roszak Architecture, LLC
145 S. Wile St., Suite 700
Chicago, IL 60606
Tel: 312-423-7989

CONSTRUCTION MANAGER
SteelGrass, LLC
145 S. Wile St., Suite 700
Chicago, IL 60606
Tel: 312-423-7989

DEVELOPMENT CONSULTANT
TR Management + Consulting
145 S. Wile St., Suite 700
Chicago, IL 60606
Tel: 312-423-7989

LANDSCAPE ARCHITECT
Thomas Roszak Architecture, LLC
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Chicago, IL 60606
Tel: 312-423-7989

CIVIL ENGINEER
V2 Companies
7325 James Avenue
Woodridge, IL 60077
Tel: 630-724-0200

STRUCTURAL ENGINEER
Thomson Tomasetti
330 N. Wabash Avenue, Suite 1500
Chicago, IL 60611
Tel: 312-596-2000

MECHANICAL ENGINEER
Cosentini Associates
145 S. Wile St., Suite 700
Chicago, IL 60606
Tel: 312-423-7989

GEOTECHNICAL ENGINEER
GEI
815 W. Bryn Mawr Avenue, Suite 405
Chicago, IL 60611
Tel: 312-868-0584

GENERAL CONTRACTOR
Clark Construction Group
216 S. Jefferson Street, Suite 502
Chicago, IL 60606
Tel: 312-474-5500

MECHANICAL, DESIGN/BUILD CONTRACTOR
DWM Mechanical, Inc.
2400 Roswell Rd.
Naperville, IL 60563
Tel: 630-858-3500

ELECTRICAL, DESIGN/BUILD CONTRACTOR
American Electric Construction Co.
620 Pratt Avenue
Schmensburg, IL 60153
Tel: 815-351-1815

FIRE PROTECTION DESIGN/BUILD CONTRACTOR
AMS Industries, Inc.
5441 Adam Don Pkwy
Woodridge, IL 60077
Tel: 630-887-0770

SHEET TITLE
LAYOUT AND PAVING PLAN

SCALE
AS NOTED

DATE
12/01/2023

SHEET NUMBER
C3.0

Page 421 of 489

EXHIBIT D

UTILITY CROSSINGS

C001	18" STM B/P 701.90 W/WM PROTECTION 8" WM T/P 700.40	C10	12" STM B/P 705.39 W/WM PROTECTION 8" WM T/P 703.30
C002	18" STM B/P 702.12 W/WM PROTECTION 6" WM T/P 700.62	C11	12" STM B/P 705.30 8" SAN T/P 704.36
C003	8" SAN B/P 705.55 6" STM T/P 704.08	C12	EX. GAS - FIELD VERIFY 8" WM T/P 699.55 8" WM B/P 698.76
C003A	8" SAN B/P 705.44 W/WM PROTECTION 6" WM T/P 703.94	C13	EX. GAS - FIELD VERIFY 8" SAN T/P 704.27 8" SAN B/P 703.54
C004	8" SAN B/P 705.39 18" STM T/P 704.13	C14	EX. 8" SAN B/P 702.48 8" WM T/P 700.98
C005	18" STM B/P 702.17 W/WM PROTECTION 8" WM T/P 700.67	C15	EX. 6" WM B/P 701.90 6" WM T/P 700.90
C006	8" SAN B/P 705.20 W/ WM PROTECTION 8" WM T/P 703.70	C16	EX. TELECOM - FIELD VERIFY 8" WM B/P 699.28 8" WM T/P 698.49
C007	12" STM B/P 707.59 8" SAN T/P 707.09	C17	EX. 12" STM B/P 706.70 8" WM T/P 699.28
C008	8" SAN B/P 705.31 18" STM T/P 704.79	C18	EX. 21" STM B/P 700.78 8" WM T/P 699.28
C009	6" STM B/P 706.29 W/WM PROTECTION 8" WM T/P 703.40	C19	EX. GAS - FIELD VERIFY 8" SAN T/P 707.00 8" SAN B/P 706.28

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SEAL



STEVEN KRANEBERG
REGISTERED CIVIL ENGINEER
08058588
EXPIRATION DATE:
NOVEMBER 30, 2025

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2400 Roswell Rd.
Naperville, IL 60563
Tel: 312.855.3500

ELECTRICAL DESIGN/BUILD CONTRACTOR

American Electric

EXHIBIT E
REDEVELOPMENT PROJECT COSTS AND DEVELOPMENT PRO FORMA

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS
Arlington Heights Gateway Development

PROJECT SUMMARY
Uses of Funds

USES:

		<u>Total</u>
Land Acquisition Costs (Paid by BA transferred to new entity)		
Land Cost - 2355 Arlington Heights Rd/15 E Algonquin	4,502,553	*
Land Cost - 111 E Algonquin	1,360,000	*
Land Cost - 1 E Algonquin	1,072,447	*
Speedway Release	<u>205,000</u>	*
Total Land Acquisition Costs		7,140,000
Site Preparation Costs		
Excavation/Site Utilities	-	
Demolition & Environmental	<u>1,106,265</u>	
Total Site Preparation Costs		1,106,265
Hard Construction Costs		
General Construction (Building & Garage)	89,661,471	
Preconstruction Services	300,000	
Misc. Owner Construction	481,000	
FF&E	695,000	
Hard Cost Contingency	<u>4,050,000</u>	
Total Hard Costs		95,187,471
Soft Costs		
Architect/Engineer	3,913,100	*
Survey	45,000	
Testing/Inspection	285,000	
Misc. Consulting	335,000	
Project Management	1,710,000	*
Permits/Impact Fees	1,619,433	
Lease Expense	875,000	**
Development Fee	1,995,000	*
Professional Fees	670,000	
Insurance	440,000	
Marketing/Advertising	270,000	
Soft Cost General Conditions	350,000	
Contingency Soft	700,000	
Interim Operating Expenses (Residential)	3,529,331	
Working Capital	1,393,004	*
Operating Deficit (Retail)	<u>851,997</u>	
Total Soft Costs		18,981,865
Financing Fees		
Construction Loan Interest	4,140,575	
W+D Fees	2,889,990	
HUD Application Fee	216,030	
FHA MIP	360,050	
Inspection Fee	360,050	
3rd Parties	<u>131,201</u>	
Total Financing Costs		<u>8,097,896</u>
Total Costs		130,513,497

PROJECT SUMMARY
Sources of Funds

SOURCES:

<u>With Financial Assistance</u>		
Equity	58,503,497	45%
Debt	72,010,000	55%
TOTAL SOURCES (WITH ASSISTANCE)	130,513,497	100%

*Actual expenditure for such costs shall not exceed this amount for the calculation of the IRR as provided in Exhibit L of this Redevelopment Agreement

**In the event that the expenditure has not occurred at the time of the calculation of the IRR, such amount shall not change

Village of Arlington Heights, Illinois
Pro Forma and Preliminary IRR Review
with Assumptions

Assumptions (Leveraged Return)

<u>Financing Assumptions:</u>		
Total Investment	130,513,497	Construction costs and allocation of land and soft costs
Equity	58,503,497	
Refinance Loan (2026)	72,010,000	
Loan Term	40 *	years
Loan Rate (Long Term)	6.00%	

<u>Project Description:</u>	
Retail	24,900
Residential - Apartments	248,318

<u>Retail Assumptions:</u>	<u>Base Rent</u>	<u>Unreimbursable Expenditures</u>
2025	\$0.00	\$0
2026	\$0.00 (Avg. Annual)	\$0
2027	\$25.00 (Avg. Annual)	6.9% * of Base Rent
2028	\$28.03 (Avg. Annual)	6.9% * of Base Rent

Annual Retail Lease Escalation	2.00% *
Vacancy Rate	10.00% *

<u>Residential Assumptions:</u>	<u>Ann. Rent/Sq.Ft.</u>	<u>Mon. Rent Sq.Ft.</u>	<u>% Vanc./Conc./Bad Debt</u>	<u>Annual Operating Expenses</u>
2025	\$0.00	\$0.00	80.3%	92.0%
2026	\$34.12	\$2.84	74.3%	41.6%
2027	\$35.04	\$2.92	19.0%	39.9% **
2028 -2033	\$36.09	\$3.01	8.4% **	38.0% **

Annual Residential Lease Escalation	3.00% *
Annual Residential Expense Escalation	2.50% *

Year	Retail Rental Income	Less: Retail Vacancy	Unreimbursable Expenses		Total Net Retail Revenues	Residential Revenues	Less: Vacancy/ Concessions	Other Revenues	Total Residential Revenues	Less: Residential Expenses	Total Net Resid. Revenues	Net Revenues Available For Debt Service	Debt Service	Excess Operating Reserve	Excess Debt Reserve	TIF Incentive	NOI	IRR Calculation NOI	Add Residual	Principal	Interest	Refinance Loan Balance
Const. 2023	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(3,707,497)	(3,707,497)	0	0	0
Const. 2024	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(31,533,916)	(31,533,916)	0	0	0
2025	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(23,262,084)	(23,262,084)	0	0	0
2026	0	0	0		0	6,354,287	(4,720,600)	319,186	1,952,873	(812,786)	1,140,087	1,140,087	6	0	0	12,900,000	14,040,093	14,040,093	14,040,093	0	0	72,010,000
2027	454,425	(45,443)	(31,355)		377,627	8,701,063	(1,648,851)	1,044,253	8,096,464	(3,230,489)	4,865,975	5,243,602	(4,785,895)	0	985,416	4,900,000	6,343,123	6,343,123	6,343,123	(465,295)	4,320,600	71,544,705
2028	697,947	(69,795)	(48,158)		579,994	8,962,095	(752,816)	1,153,258	9,362,537	(3,557,764)	5,804,773	6,384,767	(4,785,895)	0	0	0	1,598,871	1,598,871	1,598,871	(493,213)	4,292,682	71,051,492
2029	711,906	(71,191)	(49,122)		591,594	9,230,957	(775,400)	1,187,778	9,643,335	(3,646,708)	5,996,627	6,588,221	(4,785,895)	0	0	0	1,802,326	1,802,326	1,802,326	(522,806)	4,263,090	70,528,686
2030	726,144	(72,614)	(50,104)		603,426	9,507,886	(798,662)	1,223,411	9,932,635	(3,737,876)	6,194,759	6,798,185	(4,785,895)	0	0	0	2,012,290	2,012,290	2,012,290	(554,174)	4,231,721	69,974,512
2031	740,667	(74,067)	(51,106)		615,494	9,793,123	(822,622)	1,260,114	10,230,614	(3,831,323)	6,399,291	7,014,786	(4,785,895)	0	0	0	2,228,891	2,228,891	2,228,891	(587,424)	4,198,471	69,387,088
2032	755,480	(75,548)	(52,128)		627,804	10,086,916	(847,301)	1,297,917	10,537,533	(3,927,106)	6,610,427	7,238,231	(4,785,895)	0	0	0	2,452,336	2,452,336	73,104,312	(622,670)	4,163,225	68,764,418
2033	770,590	(77,059)	(53,171)		640,360	10,389,524	(872,720)	1,336,855	10,853,659	(4,025,283)	6,828,375	7,468,735				17,800,000						

IRR analysis:

<u>Assumptions</u>				
Cap Rate (Res.)	5.25% *	Value (Res.) 10 yrs.	130,064,289	IRR Calculation (with TIF)
Cap Rate (Retail)	5.25% *	Value (Retail) 10 yrs.	12,197,337	Target IRR
		Value (Debt Serv. Reserve)	0	11.42% *
		Total Value	142,261,626	
		Less:		
		Costs of Sale (2% Max.)	(2,845,233)	
Mortgage Balance	68,764,418	Mortgage	(68,764,418)	
		Residual	70,651,976	

*Assumptions which would remain the same for the calculation of the IRR as provided in Exhibit L of this Redevelopment Agreement
**Lesser of actual at time of calculation of IRR or current amount

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS**Arlington Heights Gateway Development****TIF Eligible Cost Analysis**

Budget Item	TIF Eligible	Cost	
Land transfer to BA AH Development LLC	Yes	\$ 6,935,000	Land Acquisition
Demolition	Yes	\$ 1,006,265	Site Prep and Demolition
Environmental Remediation	Yes	\$ 100,000	Site Prep and Demolition
General Construction	Partial	\$ 4,553,758	Public Improvements
Existing Conditions Survey	Yes	\$ 10,000	Professional Service
Commonwealth Edison	Yes	\$ 50,000	Site Prep and Demolition
Telecom / Fiber	Yes	\$ 10,000	Site Prep and Demolition
Nicor Gas	Yes	\$ -	Site Prep and Demolition
Settlement / Vibration Monitoring	Yes	\$ 15,000	Professional Service
ComEd Overhead Line Relocate	Yes	\$ 300,000	Site Prep and Demolition
Sustainable / Green Bldg Program	Yes	\$ 21,000	Professional Service
A/E - Basic Services	Yes	\$ 2,430,000	Professional Service
A/E - Marketing/Branding	Yes	\$ 200,000	Professional Service
A/E - Civil Engineering	Yes	\$ 200,800	Professional Service
A/E - Interior Design/Landscape Architecture	Yes	\$ 400,000	Professional Service
A/E - Structural Engineering	Yes	\$ 295,000	Professional Service
A/E - Exterior Enclosure	Yes	\$ 15,000	Professional Service
A/E - Vertical Transportation	Yes	\$ 21,000	Professional Service
A/E - MEP/FP	Yes	\$ 93,800	Professional Service
A/E - Supervisory Architect	Yes	\$ 200,000	Professional Service
A/E - Sustainable/ Green Bldg. Documentation	Yes	\$ 15,000	Professional Service
A/E - Sustainable/ Green Bldg. Energy Modeling	Yes	\$ 27,500	Professional Service
A/E - Acoustics	Yes	\$ 15,000	Professional Service
ALTA/ACSM Boundary Survey	Yes	Incl. Civil	Professional Service
TIF Consultant	Yes	\$ 50,000	Professional Service
Environmental Consulting	Yes	\$ 100,000	Professional Service
Geotechnical Engineering	Yes	\$ 19,000	Professional Service
Traffic Impact Study	Yes	\$ 15,000	Professional Service
Code Compliance/Accessibility Review	Yes	\$ 20,000	Professional Service
Commissioning Agent	Yes	\$ 100,500	Professional Service
Market Study/ Analysis	Yes	\$ 20,500	Professional Service
Project Management Base Services	Yes	\$ 1,710,000	Professional Service
Construction Loan Interest	Yes	\$ 4,189,506	Interest Costs
W+D Fees	Yes	\$ 687,726	Financing
HUD Application Fee	Yes	\$ 209,475	Financing
3rd Parties	Yes	\$ 131,201	Financing
Legal - Zoning & Land Use	Yes	\$ 350,000	Professional Service
Legal - Organizational Startup	Yes	\$ 20,000	Professional Service
Legal - Misc. Contracts, Easements, etc.	Yes	\$ 50,000	Professional Service
Legal - Financing / Borrower	Yes	\$ 200,000	Professional Service
Legal - Other / General	Yes	\$ 50,000	Professional Service
Total TIF Eligible Costs		\$ 24,837,031	

EXHIBIT F
HUD RIDER

This RIDER TO RESTRICTIVE COVENANTS is made as of the date hereof by Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company ("Borrower") and Village of Arlington Heights, an Illinois home rule municipal corporation ("Village").

WHEREAS, Borrower has obtained financing from Walker & Dunlop, LLC ("Lender") for the benefit of the project known as Arlington Heights Gateway ("Project"), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement ("Security Instrument") dated as of _____, 2024 and recorded in real estate recorded of Cook County, Illinois ("Records") simultaneously herewith, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received approval for the Development from the Village, which the Village is requiring certain restrictions be recorded against the Project ("Restrictive Covenants"); and

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Village has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Walker & Dunlop, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Village’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the Village acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) In enforcing the Restrictive Covenants the Village will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Village shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of nonsubstantive matters, without HUD’s prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Village may require the Borrower to indemnify and hold the Village harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the Village relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower’s obligation to indemnify and hold the Village harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the

purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

EXHIBIT G

MINIMUM EQUALIZED ASSESSED VALUATIONS

Year	Minimum Equalized Assessed Valuation
2024	\$2,583,190
2025	\$5,452,472
2026	\$18,865,552
2027	\$21,946,659
2028	\$23,634,152
2029	\$23,634,152
2030	\$23,634,152
2031	\$25,451,397
2032	\$25,451,397
2033	\$25,451,397
2034	\$27,408,370
2035	\$27,408,370
2036	\$27,408,370
2037	\$29,515,817
2038	\$29,515,817
2039	\$29,515,817
2040	\$31,785,307
2041	\$31,785,307
2042	\$31,785,307
2043	\$34,229,299
2044	\$34,229,299

EXHIBIT H

FORM OF TRANSFEEE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20____, between the Village of Arlington Heights, an Illinois home rule municipal corporation ("**Village**"), [DEVELOPER], a [Delaware limited liability company] ("**Developer**"), and _____ ("**Transferee**").

WITNESSETH:

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

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

WHEREAS, as a condition to the conveyance of the Property by Developer, the Village and Developer require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 2024, and recorded in the Office of the Cook County Clerk Recording Division on _____, 2024, as Document No. _____, by and between the Village and Developer ("**Development Agreement**");

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

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

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

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

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

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

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

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Its: Village Manager

ATTEST:

[DEVELOPER],
a *[TYPE OF BUSINESS ENTITY]*

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

[TRANSFeree],
a *[TYPE OF BUSINESS ENTITY]*

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 20__, by
_____, the Village Manager of the Village of Arlington Heights, an Illinois home
rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **DEVELOPER**, a [TYPE OF BUSINESS ENTITY], and by _____, the _____ of said [limited liability company].

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **[TRANSFeree]**, and by _____, the _____ of **[TRANSFeree]**.

Signature of Notary

SEAL

EXHIBIT I

INSURANCE REQUIREMENTS

The Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit I**.

- A. **Worker's Compensation.** None, because Developer does not have employees.
- B. **Employer's Liability.** None, because Developer does not have employees.
- C. **Comprehensive Motor Vehicle Liability.** None, because Developer does not have employees and does not have motor vehicles.
- D. **Comprehensive General Liability.** Commercial General Liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than \$2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.
- E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.
- F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.
- G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: Village of Arlington Heights, including its Mayor, Board of Trustees, elected and appointed officials, officers, employees, agents, attorneys, and representatives.
- H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, and state that coverage applies in the State of Illinois.
- I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit I** must be provided to the Village (1) prior to the Effective Date, (2) prior to the commencement of Project construction, and (3) upon Village request.

EXHIBIT J

FORM OF LENDER'S CONSENT AND SUBORDINATION AGREEMENT

_____ (and its successors and assigns, "**Mortgagee**") is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Office of the Cook County Clerk Recording Division as indicated (collectively, the "**Mortgage**"):

[DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER]

Mortgagee hereby consents to the execution and recording of the above and foregoing Development Agreement (the “**Agreement**”), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 2024.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, _____, a notary public in and for the County in the State
aforesaid, DO HEREBY CERTIFY that _____, the _____ of
_____, _____, who is personally known to me to be the person whose name is subscribed
to the foregoing instrument as such _____, appeared before me this day
in person and acknowledged that he signed and delivered the said instrument as his/her own free
and voluntary act and as the free and voluntary act of said corporation and _____ for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of , 2024.

Notary Public



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Resolution approving an Economic Incentive Agreement between the Village of Arlington Heights and Bradford Allen Properties LLC - Southeast corner of Algonquin Road and Arlington Heights Road - Arlington Gateway

Department: Planning & Community Development

Item Description:

Attached is an Economic Incentive Agreement between the Village of Arlington Heights and Bradford Allen Properties, LLC for redevelopment of the southeast corner of Algonquin Road and Arlington Heights Road.

The attached memorandum provides details on the agreement.

Recommendation

It is recommended that the Village Board adopt the Resolution approving an Economic Incentive Agreement between the Village of Arlington Heights and Bradford Allen Properties, LLC and authorize the Village Manager to execute the agreement.

ATTACHMENTS:

1. AH Resolution Approving Economic Incentive Agreement for Gateway Project
2. Memo - Arlington Gateway Development Agreement 9.12.24
3. AH Gateway Economic Incentive Agreement

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT
FOR THE ARLINGTON GATEWAY PROJECT

WHEREAS, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (“*TIF Act*”), the Village has undertaken a program to redevelop certain property in the Village generally known as the South Arlington Heights Road Tax Increment Financing District #7 (“*Redevelopment Project Area*”); and

WHEREAS, Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company (“*Developer*”), is the owner of those certain parcels of real property located generally at the southeast corner of Algonquin Road and Arlington Heights Road in the Village (collectively, the “*Property*”), which is within the Redevelopment Project Area; and

WHEREAS, the Property is vacant and was formerly improved with a vacant five-story office building and three vacant one-store commercial buildings; and

WHEREAS, Developer intends to develop 301 units of multi-family rental and approximately 24,972 square feet of ground floor commercial space, and related improvements, access, and common facilities and amenities on Property (“*Development*”); and

WHEREAS, on _____, 2024, the Village and Developer entered into a development agreement governing each of their obligations with respect to the Development; and

WHEREAS, Bradford Allen Properties, LLC (“*Incentive Recipient*”) is the sole equity owner, and has sole control over, Developer; and

WHEREAS, Incentive Recipient is providing significant capital for construction of the Development; and

WHEREAS, the Village has received and reviewed a request to provide financial assistance pursuant to the TIF Act to Incentive Recipient to enable commencement of construction of the Development, because market conditions make the Development not commercially feasible without the provision of such assistance; and

WHEREAS, the Village and Incentive recipient desire to enter into an economic incentive agreement to set forth their respective rights and responsibilities regarding the provision of an incentive for the Development (“*Economic Incentive Agreement*”); and

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

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

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

SECTION 2. APPROVAL OF ECONOMIC INCENTIVE AGREEMENT. The President and Board of Trustees hereby approve the Economic Incentive Agreement in substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF ECONOMIC INCENTIVE AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Economic Incentive Agreement upon receipt by the Village Clerk of at least one original copy of the Economic Incentive Agreement executed by the Developer; provided, however, that if the executed copy of the Economic Incentive Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ____ day of September, 2024

Village President

ATTEST:

Village Clerk

EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

MEMORANDUM

TO: Randy Recklaus, Village Manager

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

DATE: **September 12, 2024**

SUBJECT: **Arlington Gateway Development Agreement and Economic Incentive Agreement**

Discussions and negotiations have concluded with the Arlington Gateway development team, Village staff, attorneys, and financial consultants. These discussions have been ongoing since project commencement resulting in final drafts of a Development Agreement and Economic Incentive Agreement available for Village Board consideration. The following is a summary of the proposed Development Agreement (DA) and Economic Incentive Agreement.

Project Status

1. Demolition of the structures on the property have been completed.
2. All building permits are ready for issuance.
3. The project has been bid and a Guaranteed Maximum Price (GMP) is ready for execution by the developer.
4. Construction financing has been secured.
5. Developer and investor equity has been funded.
6. Project costs have increased from \$125M to \$130M.
7. 10% affordable units are being provided in perpetuity in accordance with the Village inclusionary housing ordinance.

Development Agreement Negotiations

The developer has secured a construction loan guaranteed by HUD through the 212 Multi-family Financing Program, which prohibits the developer from directly receiving TIF incentives. The Program also prohibits an DA from being recorded on title of the property without a HUD rider recorded upon the property. The rider provides that the DA is subordinate to all HUD requirements and agreements and also provides that if the HUD-guaranteed loan is foreclosed, the DA would be void. A HUD guaranteed loan is not just for affordable housing and is utilized for market rate developments. These HUD requirements presented concerns and risks for the Village, that staff, the Village Attorney, and our consultants felt were unreasonable. The most significant component of this was the developer's request to monetize the TIF notes early in the construction process, prior to completion of the project. Monetizing the TIF notes is a process whereby investors purchase the notes based upon future projected TIF increment at below value to account for risk and time value of money. The developer then uses these funds to reduce the amount of equity it must invest early in the project.

After weeks of effort, a solution to HUD's restrictions was agreed upon culminating in the Village's proposal for two agreements to be drafted in place of a single DA. These are outlined as follows:

Development Agreement – Bradford Allen Arlington Heights Development, LLC

The first agreement would be a DA between the Village and the Bradford Allen entity which owns the property, which holds the Village-issued land use entitlements, and which will be receiving

the HUD-guaranteed construction loan. This DA will be subject to the HUD rider. The DA will only address land development obligations and will not grant any incentives. The majority of which are already covered in the adopted Planned Unit Development and subdivision approvals for the project.

The following is a brief summary of some of the key sections of the development agreements.

- Section 4 deals with the development schedule and final completion date of July, 2026.
- Section 8 reiterates the mandatory payments of the village impact fees, and the requirement for 10% or 30 units to be affordable units in perpetuity.
- Section 9 deals with the HUD rider and an agreement that the developer shall not appeal their property taxes below the assessed value estimated to generate sufficient TIF increment to support the incentive contributions.
- Section 11 deals with performance guarantees and security. The developer will be providing a \$550,000 performance guarantee, a \$1M completion guarantee, and payment of public improvement guarantees paid at time of permit estimated to be approximately \$463,000.

Economic Incentive Agreement – Bradford Allen Properties, LLC

The second agreement would be an Economic Incentive Agreement (EIA) between the Village and a Bradford Allen upstream entity which controls the Bradford Allen development entity. The EIA would grant TIF incentives if certain conditions are met. The EIA would obligate the Bradford Allen upstream entity to have their developer entity complete the project. TIF incentives, in the form of TIF notes, would not be issued until after project completion, and after issuance of a final certificate of occupancy. This significantly reduces the reputational risk to the Village in the event the project begins and is not completed and requires Bradford Allen equity investors to keep this portion of their funds in the project longer until final occupancy.

The following is a brief summary of some of the key sections of the economic incentive agreement.

- Section 2 includes definitions pertaining to senior pledge of incremental taxes along with other key definitions.
- Section 3 deals with ownership and control of the developer by the incentive entity, and requires the incentive entity to cause the developer to satisfy all the developer obligations outlined in the development agreement. The incentive recipient further guarantees the prompt performance of the developer obligations.
- Section 4 deals with the tax increment finance incentives. Summarized as follows:
 - Senior TIF note \$12.9M issued after final occupancy.
 - IRR TIF note of \$2.9M issued 18 months after the senior TIF note. After “true up” to determine the amount is needed for the target IRR to be met.
 - Interest TIF note in the maximum principal amount of \$2M.
 - Further components of Section 4 deal with the pledged tax increment financing taxes generated from the project located in the South Arlington Heights Road TIF District.

The TIF notes would be payable solely from incremental property taxes generated by this project and parcel. The TIF notes would not be a general obligation of the Village and the TIF notes holders would not have recourse against the Village due to lack of revenue to pay back the notes. The risk of failing to achieve the desired level of increment will fall on the TIF notes holders.

TIF Funding Structure

The TIF funding structure is as follows:

Sources of Capital	Amount
<i>Debt</i>	<i>\$72,010,000</i>
<i>Equity</i>	<i>\$58,503,497</i>
Total Sources	\$130,513,497
TIF Assistance	\$15,800,000
TIF Interest Reimbursement	\$2,000,000

If all of the TIF incentive is earned and TIF increment generated it would represent 13.6% of total project costs. Typical benchmark range for this type of assistance would be between 15% and 20% subject to gap analysis. In comparison, the Memorandum of Understanding negotiated with Urban Street for International Plaza redevelopment represents 11.4% of project costs which does not include the value of the Village owned property being contributed to the development.

Due to the increased project costs the developer requested including within the project budget ongoing debt assumption for their land acquisition and carry costs of approximately \$8M. The Village rejected this from inclusion. The Village team negotiated an incentive structure representing 13.6% of the total project costs subject to not exceeding the target IRR and significant developer guarantees.

The TIF incentive, other than interest costs, is payable annually over the remaining life of the TIF District to the TIF note holders subject to the stipulations of the agreement.

Next Steps and Timing

Timing has become critical for the developer as they have negotiated a GMP with their contractor and have been holding off executing this contract. The contractor is requiring additional funds due to the timing. The developer has advised that if the agreements are not finalized and executed shortly, that it may jeopardize the project as the contractor will require a significant renegotiation and increase in the amount of the construction costs as part of the GMP.

Recommendation

It is recommended that the Village Board adopt the resolutions and authorize execution of the Development Agreement and Economic Incentive Agreement.

**ECONOMIC INCENTIVE AGREEMENT
BETWEEN
THE VILLAGE OF ARLINGTON HEIGHTS AND
BRADFORD ALLEN PROPERTIES, LLC
(SOUTHEAST CORNER OF ALGONQUIN ROAD AND ARLINGTON HEIGHTS ROAD –
ARLINGTON GATEWAY)**

THIS ECONOMIC INCENTIVE AGREEMENT (“Agreement”) is dated as of the ____ day of _____, 2024, and is by and between the Village of Arlington Heights, an Illinois home rule municipal corporation (“**Village**”), and Bradford Allen Properties, LLC, a Delaware limited liability company (“**Incentive Recipient**”).

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

SECTION 1. BACKGROUND.

A. The Village and Developer are parties to the Development Agreement and Developer is a subsidiary of Incentive Recipient.

B. As set forth in the Development Agreement, the Property is approximately 3.84 acres of property located generally at the southeast corner of Algonquin Road and Arlington Heights Road in the Village.

C. On June 15, 2020, the Corporate Authorities adopted Ordinances 2020-016, 2020-017, and 2020-018 designating the TIF District, the boundaries of which include the Property.

D. The TIF Act authorizes the Village to finance redevelopment within the TIF District in accordance with the conditions and requirements set forth in the TIF Act.

E. Developer acquired the Property on June 18, 2024.

F. The Property is located within both the B-2 General Business District and the South Arlington Heights Road Overlay Zoning District of the Village.

G. As of the Effective Date, Developer has demolished all structures previously located on the Property, and the Property is vacant and was formerly improved with a vacant five-story office building and three vacant one-store commercial buildings.

H. Developer desires to undertake the Development on the Property and has filed applications with the Village for this purpose and obtained Village approvals for aspects of the Development.

I. The Development includes, without limitation, 301 units of multi-family rental and approximately 24,972 square feet of ground floor commercial space, and related Improvements, access, and common facilities and amenities.

J. Incentive Recipient estimates the total costs of the Development will be approximately \$130,513,497.00, which includes all Property acquisition costs, all hard and soft costs for demolition and construction of the Development.

K. Incentive Recipient is providing significant capital for construction of the Development.

L. The Village has received and reviewed a request to provide financial assistance to Incentive Recipient to enable commencement of construction of the Development, because market conditions make the Development not commercially feasible without the provision of the TIF Incentive.

M. Without the provision of financial assistance to Incentive Recipient through this Agreement, Incentive Recipient would be unwilling to provide significant capital for construction of the Development and Developer would be unwilling to undertake the Development.

N. The Property is within the boundaries of the TIF District and the Village desires that the Property be redeveloped with appropriate uses.

O. To stimulate and induce the Development, the Village has agreed to reimburse certain Redevelopment Project Costs through the provision of the TIF Incentive to Incentive Recipient, all in accordance with the terms and provisions of the TIF Act, the Requirements of Law, and this Agreement.

P. Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, authorizes the Village to appropriate and expend funds for economic development purposes, including, without limitation, the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village.

Q. The Parties desire to facilitate the use of certain TIF District funds to reimburse Incentive Recipient pursuant to this Agreement for certain Redevelopment Project Costs incurred in connection with the construction of the Development.

R. The Corporate Authorities, after due and careful consideration, have concluded that authorizing the development and use of the Property for the Development pursuant to and in accordance with the Development Agreement would: (1) further enable the Village to control the development of the area generally and the Property specifically; (2) eliminate certain factors and characteristics found on the Property that cause, in part, the TIF District to be a blighted area; (3) produce increased tax revenues for the various taxing districts authorized to levy taxes within the TIF District; and (4) serve the best interests of the Village.

S. In consideration of the agreement by the Village to finance certain Redevelopment Project Costs through specified TIF District revenues this Agreement, the Parties have agreed to execute this Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in this Section and the other provisions of this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Laws.

Accounting: The Village's: (i) determination of the amount of Incremental Property Taxes that the Village has received during each full or partial (i.e., the first and last partial calendar year

during the Term) Accounting Period and (ii) calculation of Pledged Taxes for each full or partial Accounting Period immediately prior to the applicable Accounting Date.

Accounting Date: The first business day to occur following November 20 of the year after each Note Closing and then every succeeding first business day following November 20 to occur during the term of this Agreement.

Accounting Period: The period of November 21 of each year to the next following November 20, except that the initial period will begin on each Note Closing and end on the next succeeding November 20.

Administrative Costs: Reasonable costs and expenses incurred by the Village after the Effective Date to administer: (i) the Development, (ii) the TIF Incentive, (iii) TIF Act reporting and auditing obligations related to the Development, and (iv) this Agreement. Such costs may include, but not be limited to, reasonably allocated staff time for preparation of annual reports; reasonable engineering fees; reasonable attorneys' fees and other outside consultants; out-of-pocket expenses such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder; and the negotiation and preparation of instruments securing completion and maintenance of the Development.

Certification of Expenditure: Defined in Section 4.D.6 of this Agreement.

Certification Request: Defined in Section 4.D.3 of this Agreement.

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

Developer: Bradford Allen Arlington Heights Development, LLC, a Delaware limited liability company.

Development: Defined in Section 2.A of the Development Agreement.

Development Agreement: The Development Agreement by and between the Village and Developer approved by the Corporate Authorities on _____, 2024.

Development Completion: A final certificate of occupancy for all components of the Development was obtained from the Village in compliance with the requirements of the Development Agreement and the Development Agreement remains in effect.

Development Schedule: Defined in Section 2.A of the Development Agreement and attached in **Exhibit E** to this Agreement.

Effective Date: The date of execution of this Agreement by all of the Parties as set forth in the first paragraph of page one of this Agreement.

Events of Default: Defined in Section 7.A of this Agreement with respect to Incentive Recipient and in Section 7.B of this Agreement with respect to the Village.

Guaranty: Defined in Section 3.D of this Agreement.

Improvements: Defined in Section 2.A of the Development Agreement.

Incentive Escrow Agent: Defined in Section 4.C.4 of this Agreement.

Incentive Recipient: Bradford Allen Properties, LLC.

Incentive Subaccounts: Defined in Section 4.C.4 of this Agreement.

Incremental Property Taxes: That portion of the *ad valorem* real estate taxes, if any, levied upon the Property, which taxes are attributable to the increases in the then-current equalized assessed value of each taxable lot, block, tract, or parcel of the Property over and above the total initial base equalized assessed value of each such lot, block, tract, or parcel of real property, all as determined by the County Clerk of Cook County, Illinois, pursuant to and in accordance with the TIF Act, the TIF Approval Ordinances, and this Agreement, which have been collected by the Village.

Indemnified Claims: Defined in Section 5.C of this Agreement.

IRR: Internal rate of return.

Maximum Incentive Amount: Defined in Section 4.A of this Agreement.

Note Closing: The date of the closing of the issuance of a TIF Note.

Parties: The Village and Incentive Recipient, collectively.

Person: Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

Pledged Taxes: The amount equal to the Incremental Property Taxes less the Senior Pledges.

Property: Defined in Section 2.A of the Development Agreement.

Public Sanitary Sewer Improvements: Those sanitary sewer improvements constructed by the Village to increase the capacity of existing sanitary sewer mains from 18" to 27", for a length of approximately 2,300 to 2,600 feet, within and near the rights-of-way of Algonquin Road and Dempster Street, from Cedar Glen Drive to Busse Road.

Public Sanitary Sewer Improvements Costs: \$100,000 per year for five years commencing in 2027 and ending in 2031. If the Public Sanitary Sewer Improvements Costs are not repaid in full each year, unpaid amounts will carry over to future years until paid. To defray a portion of the costs of the Public Sanitary Sewer Improvements attributable to the Development, the Public Sanitary Sewer Improvements Costs will be recouped by the Village as Senior Pledges.

Redevelopment Project Costs: Incentive Recipient's and Developer's reasonable costs of the Development which are identified in **Exhibit A** attached to this Agreement and which are "redevelopment project costs" eligible for reimbursement under the TIF Act, including Section 11-74.4-3(q) thereof.

Requirements of Law: The Village Laws, the Code, and all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local

government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

Senior Priority Account: Defined in Section 4.C.4 of this Agreement.

Second Priority IRR TIF Note: A note issued and executed by the Corporate Authorities pursuant to this Agreement which contain terms and provisions set forth in Section 4 below and such other terms as may be mutually agreed to by the Parties and will be in substantially the form attached in **Exhibit B**.

Second Priority Subordinate Account: Defined in Section 4.C.4 of this Agreement.

Senior Pledges: Those amounts necessary to pay or satisfy: (i) student tuition assistance payments pursuant to Section 11-74.4-3(q)(7.5) of the TIF Act, as amended, and library patron assistance payments pursuant to Section 11-74.4-3(q)(7.7) of the TIF Act, as amended, (ii) the Administrative Costs, (iii) the Public Sanitary Sewer Improvements Costs, and (iv) any amounts returned to any owner of any portion of the Development pursuant to any appeal, objection or other proceeding that reduces the assessed valuation of such property or the amount of *ad valorem* taxes paid on any portion of the Property.

Senior TIF Note: A note issued and executed by the Corporate Authorities pursuant to this Agreement which contain terms and provisions set forth in Section 4 below and such other terms as may be mutually agreed to by the Parties and will be in substantially the form as **Exhibit B**.

Special Tax Allocation Fund: Defined in Section 4.C.4 of this Agreement.

Subdivision Code: Chapter 29 of the Village Code.

Target IRR: 11.42%.

Third Priority Permanent Loan Interest TIF Note: A note issued and executed by the Corporate Authorities pursuant to this Agreement which contain terms and provisions set forth in Section 4 below and such other terms as may be mutually agreed to by the Parties and will be in substantially the form in **Exhibit B**.

Third Priority Subordinate Account: Defined in Section 4.C.4 of this Agreement.

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

TIF Approval Ordinances: Ordinances 2020-016, 2020-017, and 2020-018 approved by the Corporate Authorities on June 15, 2020, as amended.

TIF District: South Arlington Heights Road Tax Increment Financing District # 7, established by the Village pursuant to the TIF Approval Ordinances.

TIF Incentive: Defined in Section 4.A of this Agreement.

TIF Notes: The Senior TIF Note, the Second Priority IRR TIF Note, and the Third Priority Permanent Loan Interest TIF Note.

Uncontrollable Circumstance: Any of the following events and circumstances that materially change the costs or ability of Incentive Recipient to carry out its obligations under this Agreement:

- a. a change in the Requirements of Law, other than an action taken by the Village pursuant to Section 16.A.3 of this Agreement;
- b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
- c. hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, supply chain disruption, or other similar Act of God;
- d. epidemic or pandemic preventing performance of work, or supply chain disruption;
- e. governmental condemnation or taking other than by the Village; or
- f. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Incentive Recipient, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to such contractor).

Village Code: The “Municipal Code of Arlington Heights, Illinois, 1995,” as amended.

Village Laws: The Village Code, the Zoning Code, the Subdivision Code, and all other Village laws, codes, ordinances, resolutions, rules, regulations, and policies.

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

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context so requires.

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

3. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the

period will run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

4. Compliance and Conflict with Other Requirements. Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the Village, as determined by the Village Manager, will control. All of the provisions set forth in this Agreement, and all referenced plans, documents, and Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. PURSUIT OF DEVELOPMENT; GUARANTY.

A. Ownership and Control of Developer. Developer is a subsidiary of Incentive Recipient. Incentive Recipient has sole equity ownership and sole control of Developer. Incentive Recipient must maintain sole equity ownership and sole control of Developer. Incentive Recipient must immediately notify the Village if it no longer has sole equity ownership or sole control of Developer.

B. Diligent Pursuit and Compliance.

1. Incentive Recipient must cause Developer to diligently pursue the Development in compliance with the Development Agreement.

2. Incentive Recipient must cause Developer to satisfy all of Developer's obligations in the Development Agreement, including, without limitation, meeting the Development Schedule in **Exhibit E** to this Agreement, the performance security requirements in Section 11 of the Development Agreement, and minimum equalized assessed valuation provisions in Section 8.D of the Development Agreement in accordance with **Exhibit F** attached to this Agreement.

3. Incentive Recipient must cause Developer and Incentive Recipient's other Development-related affiliates to satisfy their respective Development obligations including, without limitation, payments owed to equity partners, profits partners, lenders, and contractors.

C. Acceptance of Assignment of Redevelopment Project Costs. Incentive Recipient accepts Developer's assignment of all of Developer's Redevelopment Project Costs made in Section 9.C of the Development Agreement.

D. Guaranty. Incentive Recipient absolutely, irrevocably, and unconditionally guaranties to the benefit of the Village the full and prompt performance of Developer's obligations in the Development Agreement and any of the payments owed by Developer to the Village in the Development Agreement, when performance of said obligations becomes due in accordance with the Development Agreement's terms (collectively, the "**Guaranty**"). This Guaranty constitutes a guaranty of performance and payment. Incentive Recipient specifically agrees that, in the event of a failure by the Developer to timely perform any of its obligations in the Development Agreement, the Village may proceed first and directly against Incentive Recipient under this Guaranty, and without proceeding against the Developer or exhausting any other remedies against the Developer. Without limiting the foregoing, Incentive Recipient agrees that it will not be necessary, and Incentive Recipient will not have the right, and specifically waives any right it may

have, to require, as a condition of enforcing this guaranty, that the Village: (i) file suit or proceed to obtain a personal judgment against the Developer or any other person that may be liable for the obligations or any part of the obligations; (ii) make any other effort to obtain performance of the obligations or payments from Developer other than providing Developer with any notice of such nonperformance or nonpayment as may be required under the terms of the Development Agreement; or (iii) exercise any other right or remedy that the Village is or may be entitled in connection with the outstanding obligations or any security therefor or any other guarantee thereof. Notwithstanding the right of Village to proceed immediately and directly against Incentive Recipient, the Village will not be entitled to more than a single full performance of the obligations or payments regarding any breach or nonperformance thereof.

SECTION 4. INCENTIVES.

A. Overview. Incentives for the Development are the TIF Incentive. The “***TIF Incentive***” is the amount of funds, not to exceed the Maximum Incentive Amount, to which Incentive Recipient is entitled under this Agreement for the payment of Redevelopment Project Costs in accordance with the terms of this Agreement. The “***Maximum Incentive Amount***” is \$17,800,000.00, subject to adjustment in accordance with the provisions of this Section 4. The TIF Incentive will consist of the following three funding sources: (1) payments of principal of the Senior TIF Note up to a maximum of \$12,900,000.00, (2) payments of principal of the Second Priority IRR TIF Note up to a maximum of \$2,900,000.00; and (3) payments of principal of the Third Priority Permanent Loan Interest TIF Note up to a maximum of \$2,000,000.00.

B. Reimbursement for Redevelopment Project Costs.

1. **Limitations and Conditions on Reimbursement.** The TIF Incentive may only be used for reimbursement for Redevelopment Project Costs of Incentive Recipient and Developer.

2. **TIF Notes.** If Development Completion is achieved, the Village will issue up to three pay-as-you-go non-recourse TIF Notes, as follows:

a. Principal Amounts and Issuance Timing.

- i. The principal amount of the Senior TIF Note will be the amounts approved by the Village in Certifications of Expenditure not included in other TIF Notes up to a maximum of \$12,900,000.00. The Village will issue the Senior TIF Note after Development Completion within 60 days of the Village approving Certifications of Expenditure equal or greater to \$12,900,000.00.
- ii. 18 months after issuance of the Senior TIF Note, upon request from Incentive Recipient, the Village will perform the IRR calculation in **Exhibit C**. If the IRR calculation results in the Development's IRR exceeding the Target IRR, the Village will not issue the Second Priority IRR TIF Note. If the IRR calculation results in the Development's IRR being less than the Target IRR, the Village will issue the Second Priority IRR TIF Note within 60 days of the Village completing the IRR calculation, and the principal amount of

the Second Priority IRR TIF Note will be the lesser of (x) the amount needed for the Target IRR to be met, (y) amounts approved by the Village in Certifications of Expenditure not included in other TIF Notes, and (z) \$2,900,000.00.

- iii. The principal amount of the Third Priority Permanent Loan Interest TIF Note will be an amount equal to 15% of the Redevelopment Project Costs of interest costs incurred related to the construction of the Development in the preceding year, subject to the limitations in Section 3(q)(11)(A)-(D) of the TIF Act. The Village will issue the Third Priority Permanent Loan Interest TIF Note within 60 days of the Village approving a Certification of Expenditure which includes the first year of interest costs reimbursed through the Note. The principal amount of the Third Priority Permanent Loan Interest TIF Note will be increased on each Accounting Date after the issuance of the Third Priority Permanent Loan Interest TIF Note by an amount equal to 15% of Incentive Recipient's Redevelopment Project Costs of interest costs incurred related to the construction of the Development in the preceding year, subject to the limitations in Section 3(q)(11)(A)-(D) of the TIF Act, up to a maximum cumulative principal amount of \$2,000,000.00.

b. Terms of TIF Notes. The TIF Notes will:

- i. Evidence the Village's obligation to reimburse Incentive Recipient for Redevelopment Project Costs, subject to and in accordance with this Agreement;
- ii. For the Senior TIF Note and the Second Priority IRR TIF Note, bear interest at a rate equal to 6.00% of the then-current principal amount of each TIF Note, to be compounded annually on the basis of a 360-day year, which interest will begin to accrue on the date on which each TIF Note is issued, respectively. The Third Priority Permanent Loan Interest TIF Note will not earn interest;
- iii. For the Senior TIF Note, mature on December 31 of the calendar year immediately following the expiration of the TIF District on December 31, 2044, after which time the Village will have no further obligation to make reimbursements pursuant to the Senior TIF Note;
- iv. For the Second Priority IRR TIF Note, mature on December 31 of the calendar year immediately following the expiration of the TIF District on December 31, 2044, after which time the Village will have no further obligation to make reimbursements pursuant to the Second Priority IRR TIF Note;

- v. For the Third Priority Permanent Loan Interest TIF Note, mature on December 31 of the calendar year immediately following the expiration of the TIF District on December 31, 2044, after which time the Village will have no further obligation to make reimbursements pursuant to the Third Priority Permanent Loan Interest TIF Note;
 - vi. Be secured solely by a pledge of the Pledged Taxes subordinate to the limitations set forth in this Agreement, including, without limitation, the provisions of Section 4.E below;
 - vii. Be pay-as-you-go cash flow notes paid in accordance with the provisions of Section 4.D below; and
 - viii. Provide that each payment will be applied first to accrued but unpaid interest, second to current interest, and third to principal.
- c. Form. The TIF Notes will be issued generally in the form attached as **Exhibit B**, with revisions made by the Village to conform the TIF Notes to the provisions of this Agreement.
- d. Assignment of TIF Notes.
- i. Incentive Recipient desires to obtain bond financing by assignment of one or more of the TIF Notes to a bond issuer ("**Issuer**") permitted by law to issue bonds ("**Bonds**") to fund a partial return of equity invested by Developer toward the costs of constructing the Development. Incentive Recipient represents and warrants to the Village that the Issuer is expected to monetize one or more of the TIF Notes by issuance of Bonds to provide Incentive Recipient immediate partial return of equity that was used to fund Redevelopment Project Costs.
 - ii. Subject to compliance with the requirements of Section 4.B.2.d, upon assignment of Incentive Recipient's rights to receive the payment of any such monies by assignment of one or more of the TIF Notes to the Issuer or any trustee ("**Trustee**") acting on behalf of the Issuer and purchasers of the Bonds, or either of them, that all monies payable under such TIF Note or TIF Notes will be paid directly to the assignee thereof from the Incentive Subaccounts.
 - iii. The TIF Notes and all rights to receive payment thereunder pursuant to the terms of this Agreement may be freely assigned by Incentive Recipient to an Issuer or Trustee upon no less than 30 days advance notice to the Village and receipt by the Village of an acknowledgment from the assignee of the limitations on repayments of the TIF Notes in this Agreement

including, without limitation, in Section 4.E below. Assignments are prohibited within the 60 days before the next payment of Pledged Taxes under the TIF Note. After a TIF Note is assigned it may not be reassigned except by the assignee thereof as holder of the TIF Note in compliance with this Agreement.

- iv. Within 30 days after receipt of a written request from Incentive Recipient, the Village will certify the identity of the holders of the TIF Notes as reflected on the books and records of the Village.
- v. The Village has no obligation to assure proper allocation and payment of monies paid to the Issuer or Trustee.
- vi. Nothing set forth herein shall be deemed to imply that the Village or any person acting on behalf of the Village has expressed any opinion or made any representations, nor is obligated at any time to express any opinion or make any representations whatsoever with respect to the TIF Notes, the Bonds, the Issuer, or the Trustee.
- vii. No Issuer, Trustee, Bond purchaser, or holder of a TIF Note shall have any recourse against the Property, nor against the Village except if the Village fails to deposit Pledged Taxes in the Incentive Subaccounts as set forth in Section 4.C.4. of this Agreement.
- viii. Incentive Recipient must indemnify, defend with counsel of the Village's choosing, and hold the Village harmless from any claims by an Issuer, Trustee, Bond purchaser, or holder of a TIF Note related in any manner to the Development or a TIF Note, except to the extent the claim relates to an allegation that the Village failed to deposit Pledged Taxes in the Incentive Subaccounts as set forth in Section 4.C.4. of this Agreement.
- ix. Incentive Recipient must promptly reimburse the Village its costs in complying with the Village's obligations in this Section 4.B.2.d.

C. Pledged Taxes.

1. The Village pledges, for repayment of the debt service on the TIF Notes in accordance with this Section 4, the amount equal to the Incremental Property Taxes less the Senior Pledges (collectively, the ***"Pledged Taxes"***).

2. The Pledged Taxes will be irrevocably pledged to the repayment of the amounts due under the TIF Notes, as provided in this Agreement. The Senior TIF Note will have first priority on the Pledged Taxes, and the Second Priority IRR TIF Note will have second priority

on the Pledged Taxes, and Third Priority Permanent Loan Interest TIF Note will have third priority on the Pledged Taxes.

3. On each Accounting Date, the Village will commence an Accounting for the prior Accounting Period. The Village will use good faith efforts to complete each Accounting within 30 days after the start of the Accounting.

4. All of the Pledged Taxes, when received, will be deposited into the Special Tax Allocation Fund of the TIF District ("**Special Tax Allocation Fund**"). There will be created within the Special Tax Allocation Fund three subaccounts ("**Incentive Subaccounts**"): (i) the senior priority account ("**Senior Priority Account**"), (ii) the second priority account ("**Second Priority Subordinate Account**"), and (iii) the third priority account ("**Third Priority Subordinate Account**"). Following the completion of the Accounting, the Pledged Taxes will be apportioned between the subaccounts of the Special Tax Allocation Fund as follows: (i) first, to the Senior Priority Account, an amount equal to the accrued and unpaid interest and principal on the Senior TIF Note, (ii) second, to the Second Priority Subordinate Account, an amount equal to the accrued and unpaid interest and principal on the Second Priority IRR TIF Note, and (iii) third, to the Third Priority Subordinate Account in an amount equal to the unpaid principal on the Third Priority Permanent Loan Interest TIF Note. Pledged Taxes received in excess of the amount necessary to retire the TIF Notes will be paid to Village accounts for usage as determined by the Village in its sole discretion. The Incentive Subaccounts described in this paragraph may be held by any trustee, escrow agent, or title company as the Village determines ("**Incentive Escrow Agent**").

D. Disbursements.

1. Repayment. In the Village's sole discretion, the TIF Notes may also be paid from proceeds of any bonds or other obligations issued by the Village or any other sources available to the Village and permitted by law to be used to make payments under the TIF Notes; provided, however, that: (a) the Pledged Taxes will not be reduced by the amount of any such payments from bond proceeds, other obligations, or other sources; (b) the Village will have no obligation to make payments on the TIF Notes from any source but the Pledged Taxes; and (c) as set forth in Section 4.E below, the Village's obligation to provide the TIF Incentive is a limited obligation of the Village and not a general obligation of the Village whatsoever.

2. Excess Funds. After retirement of the TIF Notes, any funds contained in the Incentive Subaccounts may be used by the Village for any lawful purpose permitted under the TIF Act. Because the Incentive Subaccounts are special funds, the amounts in the Subaccounts will be disbursed in accordance with this Agreement, the TIF Approval Ordinances, and the terms of the TIF Notes without further action by the Corporate Authorities.

3. Submission of Certification Requests. For reimbursement of the Redevelopment Project Costs, in accordance with the terms of the TIF Notes, Incentive Recipient must submit to the Village sworn written requests for certification of such Redevelopment Project Costs in the form attached as **Exhibit D** to this Agreement ("**Certification Request**"). Incentive Recipient must cause Developer and Incentive Recipient's affiliates to comply with reasonable requests of the Village regarding Certification Requests. Certification Requests may be submitted to the Village prior to Development Completion, however, per Section 4.D.6 below, the Village will not issue a Certification of Expenditure until after Development Completion. A Certification Request may not be submitted more than once per calendar quarter. Each Certification Request must be accompanied by: (i) evidence that Incentive Recipient or Developer has actually incurred and paid all Redevelopment Project Costs for which Incentive Recipient seeks reimbursement;

and (ii) sworn statements and lien waivers from the general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1, included in the Redevelopment Project Costs for which reimbursement is sought. If Incentive Recipient or Developer do not fulfill their obligations as set forth in the preceding sentence, the Village will have no obligation to certify or reimburse Incentive Recipient for Redevelopment Project Costs that have not been separately identified as required by this Section 4.D.3.

4. Eligibility for Payment. Notwithstanding any other provision of this Agreement, the TIF Incentive will be payable from the Pledged Taxes for Redevelopment Project Costs only if:

- a. Incentive Recipient or Developer actually incurred such Redevelopment Project Costs;
- b. Such Redevelopment Project Costs are certified pursuant to this Section 4.D in an amount equal to, or in excess of, the reimbursement;
- c. Reimbursement is permitted pursuant to this Agreement, the TIF District's Redevelopment Plan and Project, and the TIF Act; and
- d. Incentive Recipient is not in default or breach of any obligation under this Agreement and Developer is not in default or breach of any obligation under the Development Agreement.

5. Review of Certification Requests. The Village Manager or their designee will approve or disapprove each Certification Request, or, if the Village Manager or their designee finds an error or deficiency in the Certification Request, the Village will give written notice to Incentive Recipient, identifying such error or deficiency in reasonable detail, within 60 days after the date that the Village receives the Certification Request. Per Section 4.D.6 below, a Certification Request approved by the Village prior to Development Completion will not be deemed approved by the Village as a Certification of Expenditure until after Development Completion. The process of submission, identification of errors or deficiencies and resubmission will continue in good faith until the Parties agree on the content of the Certification Request.

6. Issuance of Certificates of Expenditure. Upon approval of a Certification Request, the Village will issue a certification of expenditure ("**Certification of Expenditure**") in an amount corresponding to the approved Certification Request to the Incentive Escrow Agent. A Certification of Expenditure will not be deemed approved by the Village until after Development Completion. The Incentive Escrow Agent will release the approved amount to the holders of the TIF Notes from the funds in the Incentive Subaccounts in accordance with the terms of this Agreement.

7. Release of Funds. So long as all conditions in this Agreement are satisfied relative to payments on the TIF Notes: (a) payments on the Senior TIF Note from the appropriate Incentive Subaccount may commence after issuance of the Senior TIF Note; (b) payments on the Second Priority IRR TIF Note from the appropriate Incentive Subaccount may commence after issuance of the Second Priority IRR TIF Note; and (c) payments on the Third Priority Permanent Loan Interest TIF Note from the appropriate Incentive Subaccount may commence after issuance

of the Third Priority Permanent Loan Interest TIF Note. Payments on the TIF Notes will occur within 14 days after the completion of an Accounting.

E. Acknowledgements. Incentive Recipient acknowledges that the TIF Incentive is a limited obligation of the Village payable solely from the Pledged Taxes. The TIF Incentive is not a general obligation of the Village and is not secured by the full faith and credit of the Village. Insufficiency of the Pledged Taxes to pay the TIF Incentive when due will not be an event of default and there will be no recourse against the Village in the event there is an insufficient amount of Pledged Taxes to pay the TIF Incentive. The Pledged Taxes may be insufficient to cover the payment of all principal and interest on the TIF Notes. Additionally, if the Pledged Taxes are insufficient to pay all the principal and interest due under the TIF Notes, Incentive Recipient hereby unconditionally acknowledges and agrees, and Incentive Recipient will cause all holders of the TIF Notes to acknowledge and agree, that, notwithstanding any other provision of this Agreement or in any TIF Note to the contrary:

1. The Village's obligation to make any payments of principal and interest due under the TIF Notes, or to reimburse Incentive Recipient for Redevelopment Project Costs, is not and will not be a general debt or general obligation of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out by the Pledged Taxes received by the Village;

2. Incentive Recipient and holders of the TIF Notes have no recourse against the Property and will have no recourse against the Village provided that the Pledged Taxes required to be deposited in the Incentive Subaccounts from time to time pursuant to the TIF Act and this Agreement have been deposited into the Incentive Subaccounts and the amount equal to the Pledged Taxes in each year has been used to pay amounts due under the TIF Notes, along with other expenditures authorized by this Agreement;

3. Incentive Recipient and holders of the TIF Notes will have no right to, and agree that none will, compel any exercise of the taxing power of the Village to pay any principal or interest, or to reimburse any Redevelopment Project Cost, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village; and

4. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

F. Reporting. Incentive Recipient will timely provide the Village with information necessary for the Village to comply with its TIF Act reporting obligations in Section 5(d) of the TIF Act, 65 ILCS 5/11-74.4-5(d), as amended from time.

SECTION 5. LIABILITY AND INDEMNITY OF VILLAGE AND INSURANCE.

A. Village Review. Incentive Recipient acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the development or use of the Development or the Improvements, and that the Village's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Incentive Recipient or any of its

successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

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

C. Indemnity. Incentive Recipient agrees to, and does hereby, hold harmless, indemnify, and, at the election of the Village defend with counsel of the Village's choice, the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (1) the Village's review and approval of any plans for the Development or the Improvements; (2) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; (3) the TIF Incentive; and (4) the development, construction, maintenance, or use of any portion of the Development or the Improvements ("**Indemnified Claims**"); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the Village.

D. Defense Expense. Incentive Recipient, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 6. TERM.

A. Term. The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires after the earliest of (i) payment of the TIF Incentive due pursuant to Section 4 of this Agreement, (ii) one year after the expiration of the TIF District on or around December 31, 2043. Notwithstanding anything to the contrary in this Section 6, Incentive Recipient's guaranty obligations in Section 3 of this Agreement, and indemnity and defense obligations in Section 5, will survive the termination of this Agreement.

B. Development Agreement Termination. In the event the Development Agreement terminates before the expiration of this Agreement, the Village will have the right, in its sole and absolute discretion, to terminate this Agreement and all obligations of the Village under this Agreement by delivery of notice to Incentive Recipient.

C. Village Discretion. Notwithstanding anything to the contrary in this Agreement, if the Village is entitled to terminate this Agreement, the Village may, in its sole and absolute discretion, decline to terminate this Agreement earlier than its expiration.

SECTION 7. EVENTS OF DEFAULT.

A. Incentive Recipient Events of Default. The following are Incentive Recipient Events of Default

1. If any representation made by Incentive Recipient in this Agreement, or in any certificate, notice, demand or request made by Incentive Recipient in writing and delivered to

the Village pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to cure as set forth in Section 7.C of this Agreement, failure by Incentive Recipient in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Incentive Recipient.

3. Subject to cure as set forth in Section 7.C of this Agreement, failure by Incentive Recipient in the performance or breach of any covenant, warranty or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 7.C of this Agreement, Incentive Recipient is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

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

6. The commencement by Incentive Recipient of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Incentive Recipient to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, or sequestrator (or similar official) of Incentive Recipient or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Incentive Recipient generally to pay such entity's debts as such debts become due or the taking of action by Incentive Recipient in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

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

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

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

C. Cure Period. For all Events of Default identified in Section 7.A for which Incentive Recipient has the right to cure, Incentive Recipient must cure the Event of Default within 15 days after receipt of notice thereof, or, if the Event of Default cannot be cured within 15 days, Incentive

Recipient must initiate and diligently pursues appropriate measures to remedy the default within 15 days, and in any event must cure the default within 60 days after receipt of the notice.

SECTION 8. REMEDIES AND ENFORCEMENT.

A. Remedies. In the case of an Event of Default, except as otherwise provided in this Agreement, the non-defaulting Party may institute such proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Incentive Recipient may not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 9. REPRESENTATIONS AND WARRANTIES.

A. By the Village. The Village represents and warrants, as of the date of execution by the Village of this Agreement, that:

1. The Village is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the Village: (i) have been duly authorized by all necessary corporate action on the part of the Village; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the Village is subject;

3. The execution of this Agreement by the Village requires no other consents, approvals, or authorizations on the part of the Village; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the Village there are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Village or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

B. By Incentive Recipient. Incentive Recipient, and the person executing this Agreement on behalf of Incentive Recipient, represent and warrant, as of the date of execution by Incentive Recipient of this Agreement, that:

1. Incentive Recipient is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Incentive Recipient has the authority to execute and perform this Agreement, and Incentive Recipient is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Incentive Recipient to perform its obligations under this Agreement;

3. The execution and performance by Incentive Recipient of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Incentive Recipient is now a party or by which Incentive Recipient is now bound including any mortgages, secured loans, or instruments granting another party a superior interest in the Property or the Development;

4. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Incentive Recipient or the Property that involve the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement;

5. Incentive Recipient has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

6. Incentive Recipient has no knowledge of any liabilities, contingent or otherwise, of Incentive Recipient which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 10. GENERAL PROVISIONS.

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

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

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
Attention: Randall Recklaus, Village Manager

E-mail: rrecklaus@vah.com

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attention: Hart M. Passman
E-mail: hart.passman@elrodfriedman.com

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

Bradford Allen Properties, LLC
300 S. Wacker Drive, 35th Floor
Chicago, IL 60606
Attention: Chuck Hoag
E-mail: choag@bradfordallen.com

With a copy to:

Robbins DiMonte, Ltd.
180 North LaSalle Street, Suite 3300
Chicago, Illinois 60601
Attention: R. Kymn Harp
E-mail: rkharp@robbinsdimonte.com

With copy to:

TR Management and Consulting
145 South Wells Street, Suite 700
Chicago, IL 60606
Attn: Thomas Roszak and Mike Mocerì
Email: thomas@roszak.com and mmocerì@roszak.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for Cook County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

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

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the Development.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. Exhibits. Exhibits A through F attached to this Agreement are incorporated in and made a part of this Agreement.

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

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

N. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS,
an Illinois home rule municipal corporation

Village Clerk

By: _____
Randall Recklaus
Its: Village Manager

Date:

ATTEST:

BRADFORD ALLEN PROPERTIES, LLC, a
Delaware limited liability company

By: _____

By: _____

Its: _____

Its: _____

Date:

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

 This instrument was acknowledged before me on _____, 2024, by
Randall Recklaus, the Village Manager of the Village of Arlington Heights, an Illinois home rule
municipal corporation, and by Rebecca Hume, the Village Clerk of said municipal corporation.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires: _____

SEAL

STATE OF _____)
) SS.
COUNTY OF _____)

 This instrument was acknowledged before me on _____, 2024, by
_____, the _____ of Bradford Allen Properties, LLC, a Delaware limited
liability company, and by _____, the _____ of said limited liability company.

 Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission expires: _____

SEAL

INDEX OF EXHIBITS

Exhibit A – Redevelopment Project Costs and Development Pro Forma

Exhibit B – Form of TIF Note

Exhibit C – Internal Rate of Return Formula

Exhibit D – Form of Certification Request

Exhibit E – Development Schedule

Exhibit F – Minimum Equalized Assessed Valuations

EXHIBIT A
REDEVELOPMENT PROJECT COSTS AND DEVELOPMENT PRO FORMA

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS
Arlington Heights Gateway Development

PROJECT SUMMARY
Uses of Funds

USES:

		<u>Total</u>
Land Acquisition Costs (Paid by BA transferred to new entity)		
Land Cost - 2355 Arlington Heights Rd/15 E Algonquin	4,502,553	*
Land Cost - 111 E Algonquin	1,360,000	*
Land Cost - 1 E Algonquin	1,072,447	*
Speedway Release	<u>205,000</u>	*
Total Land Acquisition Costs		7,140,000
Site Preparation Costs		
Excavation/Site Utilities	-	
Demolition & Environmental	<u>1,106,265</u>	
Total Site Preparation Costs		1,106,265
Hard Construction Costs		
General Construction (Building & Garage)	89,661,471	
Preconstruction Services	300,000	
Misc. Owner Construction	481,000	
FF&E	695,000	
Hard Cost Contingency	<u>4,050,000</u>	
Total Hard Costs		95,187,471
Soft Costs		
Architect/Engineer	3,913,100	*
Survey	45,000	
Testing/Inspection	285,000	
Misc. Consulting	335,000	
Project Management	1,710,000	*
Permits/Impact Fees	1,619,433	
Lease Expense	875,000	**
Development Fee	1,995,000	*
Professional Fees	670,000	
Insurance	440,000	
Marketing/Advertising	270,000	
Soft Cost General Conditions	350,000	
Contingency Soft	700,000	
Interim Operating Expenses (Residential)	3,529,331	
Working Capital	1,393,004	*
Operating Deficit (Retail)	<u>851,997</u>	
Total Soft Costs		18,981,865
Financing Fees		
Construction Loan Interest	4,140,575	
W+D Fees	2,889,990	
HUD Application Fee	216,030	
FHA MIP	360,050	
Inspection Fee	360,050	
3rd Parties	<u>131,201</u>	
Total Financing Costs		<u>8,097,896</u>
Total Costs		130,513,497

PROJECT SUMMARY
Sources of Funds

SOURCES:

<u>With Financial Assistance</u>		
Equity	58,503,497	45%
Debt	72,010,000	55%
TOTAL SOURCES (WITH ASSISTANCE)	130,513,497	100%

*Actual expenditure for such costs shall not exceed this amount for the calculation of the IRR as provided in Exhibit L of this Redevelopment Agreement

**In the event that the expenditure has not occurred at the time of the calculation of the IRR, such amount shall not change

Village of Arlington Heights, Illinois
Pro Forma and Preliminary IRR Review
with Assumptions

Assumptions (Leveraged Return)

<u>Financing Assumptions:</u>		
Total Investment	130,513,497	Construction costs and allocation of land and soft costs
Equity	58,503,497	
Refinance Loan (2026)	72,010,000	
Loan Term	40 *	years
Loan Rate (Long Term)	6.00%	

<u>Project Description:</u>	
Retail	24,900
Residential - Apartments	248,318

<u>Retail Assumptions:</u>	<u>Base Rent</u>	<u>Unreimbursable Expenditures</u>
2025	\$0.00	\$0
2026	\$0.00 (Avg. Annual)	\$0
2027	\$25.00 (Avg. Annual)	6.9% * of Base Rent
2028	\$28.03 (Avg. Annual)	6.9% * of Base Rent

Annual Retail Lease Escalation	2.00% *
Vacancy Rate	10.00% *

<u>Residential Assumptions:</u>	<u>Ann. Rent/Sq.Ft.</u>	<u>Mon. Rent Sq.Ft.</u>	<u>% Vanc./Conc./Bad Debt</u>	<u>Annual Operating Expenses</u>
2025	\$0.00	\$0.00	80.3%	92.0%
2026	\$34.12	\$2.84	74.3%	41.6%
2027	\$35.04	\$2.92	19.0%	39.9% **
2028 -2033	\$36.09	\$3.01	8.4% **	38.0% **

Annual Residential Lease Escalation	3.00% *
Annual Residential Expense Escalation	2.50% *

Year	Retail Rental Income	Less: Retail Vacancy	Unreimbursable Expenses		Total Net Retail Revenues	Residential Revenues	Less: Vacancy/ Concessions	Other Revenues	Total Residential Revenues	Less: Residential Expenses	Total Net Resid. Revenues	Net Revenues Available For Debt Service	Debt Service	Excess Operating Reserve	Excess Debt Reserve	TIF Incentive	NOI	IRR Calculation NOI	Add Residual	Principal	Interest	Refinance Loan Balance
Const. 2023	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(3,707,497)	(3,707,497)	0	0	0
Const. 2024	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(31,533,916)	(31,533,916)	0	0	0
2025	0	0	0		0	0	0	0	0	0	0	0	0	0	0	0	0	(23,262,084)	(23,262,084)	0	0	0
2026	0	0	0		0	6,354,287	(4,720,600)	319,186	1,952,873	(812,786)	1,140,087	1,140,087	6	0	0	12,900,000	14,040,093	14,040,093	14,040,093	0	0	72,010,000
2027	454,425	(45,443)	(31,355)		377,627	8,701,063	(1,648,851)	1,044,253	8,096,464	(3,230,489)	4,865,975	5,243,602	(4,785,895)	0	985,416	4,900,000	6,343,123	6,343,123	6,343,123	(465,295)	4,320,600	71,544,705
2028	697,947	(69,795)	(48,158)		579,994	8,962,095	(752,816)	1,153,258	9,362,537	(3,557,764)	5,804,773	6,384,767	(4,785,895)	0	0	0	1,598,871	1,598,871	1,598,871	(493,213)	4,292,682	71,051,492
2029	711,906	(71,191)	(49,122)		591,594	9,230,957	(775,400)	1,187,778	9,643,335	(3,646,708)	5,996,627	6,588,221	(4,785,895)	0	0	0	1,802,326	1,802,326	1,802,326	(522,806)	4,263,090	70,528,686
2030	726,144	(72,614)	(50,104)		603,426	9,507,886	(798,662)	1,223,411	9,932,635	(3,737,876)	6,194,759	6,798,185	(4,785,895)	0	0	0	2,012,290	2,012,290	2,012,290	(554,174)	4,231,721	69,974,512
2031	740,667	(74,067)	(51,106)		615,494	9,793,123	(822,622)	1,260,114	10,230,614	(3,831,323)	6,399,291	7,014,786	(4,785,895)	0	0	0	2,228,891	2,228,891	2,228,891	(587,424)	4,198,471	69,387,088
2032	755,480	(75,548)	(52,128)		627,804	10,086,916	(847,301)	1,297,917	10,537,533	(3,927,106)	6,610,427	7,238,231	(4,785,895)	0	0	0	2,452,336	2,452,336	73,104,312	(622,670)	4,163,225	68,764,418
2033	770,590	(77,059)	(53,171)		640,360	10,389,524	(872,720)	1,336,855	10,853,659	(4,025,283)	6,828,375	7,468,735				17,800,000						

IRR analysis:

<u>Assumptions</u>				
Cap Rate (Res.)	5.25% *	Value (Res.) 10 yrs.	130,064,289	IRR Calculation (with TIF)
Cap Rate (Retail)	5.25% *	Value (Retail) 10 yrs.	12,197,337	Target IRR
		Value (Debt Serv. Reserve)	0	9.39%
		Total Value	142,261,626	11.42% *
		Less:		
		Costs of Sale (2% Max.)	(2,845,233)	
Mortgage Balance	68,764,418	Mortgage	(68,764,418)	
		Residual	70,651,976	

*Assumptions which would remain the same for the calculation of the IRR as provided in Exhibit L of this Redevelopment Agreement
**Lesser of actual at time of calculation of IRR or current amount

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS**Arlington Heights Gateway Development****TIF Eligible Cost Analysis**

Budget Item	TIF Eligible	Cost	
Land transfer to BA AH Development LLC	Yes	\$ 6,935,000	Land Acquisition
Demolition	Yes	\$ 1,006,265	Site Prep and Demolition
Environmental Remediation	Yes	\$ 100,000	Site Prep and Demolition
General Construction	Partial	\$ 4,553,758	Public Improvements
Existing Conditions Survey	Yes	\$ 10,000	Professional Service
Commonwealth Edison	Yes	\$ 50,000	Site Prep and Demolition
Telecom / Fiber	Yes	\$ 10,000	Site Prep and Demolition
Nicor Gas	Yes	\$ -	Site Prep and Demolition
Settlement / Vibration Monitoring	Yes	\$ 15,000	Professional Service
ComEd Overhead Line Relocate	Yes	\$ 300,000	Site Prep and Demolition
Sustainable / Green Bldg Program	Yes	\$ 21,000	Professional Service
A/E - Basic Services	Yes	\$ 2,430,000	Professional Service
A/E - Marketing/Branding	Yes	\$ 200,000	Professional Service
A/E - Civil Engineering	Yes	\$ 200,800	Professional Service
A/E - Interior Design/Landscape Architecture	Yes	\$ 400,000	Professional Service
A/E - Structural Engineering	Yes	\$ 295,000	Professional Service
A/E - Exterior Enclosure	Yes	\$ 15,000	Professional Service
A/E - Vertical Transportation	Yes	\$ 21,000	Professional Service
A/E - MEP/FP	Yes	\$ 93,800	Professional Service
A/E - Supervisory Architect	Yes	\$ 200,000	Professional Service
A/E - Sustainable/ Green Bldg. Documentation	Yes	\$ 15,000	Professional Service
A/E - Sustainable/ Green Bldg. Energy Modeling	Yes	\$ 27,500	Professional Service
A/E - Acoustics	Yes	\$ 15,000	Professional Service
ALTA/ACSM Boundary Survey	Yes	Incl. Civil	Professional Service
TIF Consultant	Yes	\$ 50,000	Professional Service
Environmental Consulting	Yes	\$ 100,000	Professional Service
Geotechnical Engineering	Yes	\$ 19,000	Professional Service
Traffic Impact Study	Yes	\$ 15,000	Professional Service
Code Compliance/Accessibility Review	Yes	\$ 20,000	Professional Service
Commissioning Agent	Yes	\$ 100,500	Professional Service
Market Study/ Analysis	Yes	\$ 20,500	Professional Service
Project Management Base Services	Yes	\$ 1,710,000	Professional Service
Construction Loan Interest	Yes	\$ 4,189,506	Interest Costs
W+D Fees	Yes	\$ 687,726	Financing
HUD Application Fee	Yes	\$ 209,475	Financing
3rd Parties	Yes	\$ 131,201	Financing
Legal - Zoning & Land Use	Yes	\$ 350,000	Professional Service
Legal - Organizational Startup	Yes	\$ 20,000	Professional Service
Legal - Misc. Contracts, Easements, etc.	Yes	\$ 50,000	Professional Service
Legal - Financing / Borrower	Yes	\$ 200,000	Professional Service
Legal - Other / General	Yes	\$ 50,000	Professional Service
Total TIF Eligible Costs		\$ 24,837,031	

EXHIBIT B
FORM OF TIF NOTE

[REGISTERED][MAXIMUM PRINCIPAL AMOUNT]

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF COOK
VILLAGE OF ARLINGTON HEIGHTS
TAXABLE _____ LIEN TAX INCREMENT REVENUE NOTE
(ARLINGTON GATEWAY PROJECT)

[Interest
Rate: _____%]

Final Maturity
Date: _____, 20__

Dated
Date: _____, 20__

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Arlington Heights, Cook County, Illinois, a municipality, home rule unit and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the Outstanding Principal Amount of this Note in accordance with that certain Resolution passed by the President and Board of Trustees of the Village (the “*Corporate Authorities*”) on the ____ day of _____, 2024 (the “*Approving Resolution*”), and that Economic Incentive Agreement, dated _____, 2024 (the “*Economic Incentive Agreement*”), by, between and among the Village and Bradford Allen Properties, LLC (the “*Incentive Recipient*”), and interest on such Outstanding Principal Amount at the Interest Rate set forth above (computed on the basis of a 360-day year of twelve 30-day months), compounded annually].

Principal of [and interest on] this Note is payable from Pledged Taxes (as defined in the Economic Incentive Agreement) on deposit in the _____ Priority [Subordinate] Account of the Special Tax Allocation Fund for the Village’s South Arlington Heights Road Tax Increment Financing District #7 (the “*Pledged Account*”), which Pledged Taxes will be deposited into said

account in accordance with the Economic Incentive Agreement. [Interest on the Note is due annually on _____ (the “*Interest Payment Date*”).]

[Interest when due shall be paid from the later of the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of the Note is paid or duly provided for, from the Pledged Account. [Payments shall first be applied first to interest then due, second to interest past due, and third to pay the principal of the Note.]

The principal of this Note shall be payable by check or draft in lawful money of the United States of America upon presentation at the principal office maintained for the purpose by the Treasurer of the Village, as note registrar and paying agent (the “*Note Registrar*”). [Interest on this Note shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by the Note Registrar (the “*Register*”) at the close of business on the 15th day of the month next preceding the Interest Payment Date. Interest hereon shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on the Register or at such other address furnished to the Note Registrar in writing or as directed by such Registered Owner.] The Registered Owner of this Note shall note on the payment attached hereto as *Exhibit A* (the “*Payment Record*”) the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment. In the event of any inconsistency between such Payment Record and the records of the Village, the records of the Village shall control, absent manifest error.

This Note is issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the “*TIF Act*”), and all laws amendatory thereof and supplemental thereto, and specifically as supplemented by the Local Government Debt Reform Act, as amended, and the other Omnibus

Bond Acts, as amended and as supplemented, and, where necessary, superseded, by the home rule powers of the Village under Section 6 of Article VII of the 1970 Constitution of Illinois, and the principal of [and interest,] and premium, if any, hereon are payable solely and only from the Pledged Taxes on deposit in the Pledged Account, all in accordance with the provisions of the Economic Incentive Agreement. This Note is being issued for the purposes of paying or reimbursing the Incentive Recipient for certain eligible Redevelopment Project Costs as described in the Economic Incentive Agreement and as authorized by the TIF Act. The cost of such acquisition or construction shall be deemed to be a disbursement of the proceeds of this Note.

This Note[, together with the interest thereon], is a limited obligation of the Village, payable solely from the Pledged Taxes on deposit in the Pledged Account as described in the Economic Incentive Agreement. For the prompt payment of this Note[, both principal and interest], as aforesaid, such Pledged Taxes are hereby irrevocably pledged. THIS NOTE DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. NO HOLDER OF THIS NOTE SHALL HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE VILLAGE FOR PAYMENT OF PRINCIPAL HEREOF OR INTEREST HEREON. FAILURE TO PAY WHEN DUE [ANY INSTALLMENT OF INTEREST OR] ANY AMOUNT OF OUTSTANDING PRINCIPAL AMOUNT DUE TO INSUFFICIENCY OF THE PLEDGED TAXES ON DEPOSIT IN THE PLEDGED ACCOUNT, WHETHER AT STATED MATURITY, FINAL MATURITY OR OTHERWISE, SHALL IN NO EVENT BE DEEMED TO BE AN EVENT OF DEFAULT ON THIS NOTE UNLESS CAUSED BY A DEFAULT BY THE VILLAGE UNDER THE ECONOMIC INCENTIVE AGREEMENT.

[The Economic Incentive Agreement authorizes the issuance of a Senior TIF Note [and Second Priority IRR TIF Note ([each] as defined in the Economic Incentive Agreement) payable from the Pledged Taxes with a lien senior to the lien of the Note on the Pledged Taxes as further described in the Economic Incentive Agreement. The Senior TIF Note is payable solely from

Pledged Taxes on hand in the Senior Priority Account of the Special Tax Allocation Fund[, and the Second Priority IRR TIF Note is payable solely from funds on hand in the Second Priority Subordinate Account,] all as described in the Economic Incentive Agreement. The holders of the Senior TIF Note [and the Second Priority IRR TIF Note] will not have any claim for payment from any moneys on hand in the Pledged Account.]

This Note may only assigned, offered, sold, pledged or otherwise transferred as set forth in the Economic Incentive Agreement.

Upon surrender hereof at the principal office maintained for the purpose by the Note Registrar, accompanied by a written instrument or instruments of transfer in form satisfactory to the Note Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the Note Registrar shall register this Note in the name of the new Registered Owner on the registration grid provided herein, and shall also enter the name and address of the new registered owner in the Register.

The person in whose name this Note is registered on the Register shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of the principal of or interest hereon shall be made only to or upon the order of the Registered Owner hereof or the owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Note did exist, have happened, been done and performed in regular and due form and time as required by law, that Village hereby covenants and agrees that it has made provision for the segregation of the Pledged Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Economic Incentive Agreement.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the Village of Arlington Heights, Cook County, Illinois, has caused this Note to be signed by the manual or duly authorized facsimile signatures of its President and Village Clerk and its corporate seal or a facsimile thereof to be hereunto affixed, all as of the date of delivery hereof.

President, Village of Arlington Heights, Cook
County, Illinois

Attest:

Village Clerk, Village of Arlington Heights
Cook County, Illinois

(SEAL)

Date of Authentication: _____

CERTIFICATE
OF
AUTHENTICATION
Illinois

Note Registrar and Paying Agent:
Village Treasurer
VILLAGE OF ARLINGTON HEIGHTS,

This Note is the Note described in the within-mentioned Approving Resolution and is the _____, of the Village of Arlington Heights, Cook County, Illinois.

VILLAGE TREASURER, as Note Registrar

By _____
Village Treasurer, Village of Arlington Heights,
Cook County, Illinois

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____ as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A

PAYMENT RECORD

EXHIBIT C

INTERNAL RATE OF RETURN FORMULA

The IRR will be calculated by using the following data and information which document the status of the Development 18 months after the later of the Development receiving a final certificate of occupancy from the Village or achieving 90% occupancy of the residential units ("**IRR Materials**"):

1. The Development's *pro forma*;
2. The Development's annual operating costs;
3. The Development's cash flow analysis;
4. The Development's revenue; and
5. Incentive Recipient's costs of the Development.

Incentive Recipient must provide the Village with: (i) the IRR Materials, and IRR Materials 1 through 3 above must be provided in the same format as provided to the Village prior to the Effective Date of the Agreement; (ii) evidence of Village approval of Certification Requests for all Redevelopment Project Costs; (iii) evidence of all of Incentive Recipient's final costs of the Development in a similar format to the Development budget provided to the Village prior to the Effective Date; (iv) evidence of executed contracts, amendments, waivers of liens, and other documentation requested by the Village establishing the actual final Development costs; and (v) evidence of Development income and operating costs for the most recent 12 months including, without limitation, rental and fees income.

The IRR calculation will exclude assumed debt and will include additional revenues from any other source including, without limitation, grants, other incentives, and increased rents.

The IRR will be calculated substantially consistent with the manner in which the IRR was calculated in the *pro forma* analysis in performed prior to the Effective Date.

EXHIBIT D

FORM OF CERTIFICATION REQUEST

CERTIFICATION REQUEST

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

From: _____ (***"Incentive Recipient"***)

Subject: Certification Request pursuant to Economic Incentive Agreement Between the Village of Arlington Heights and Bradford Allen Properties, LLC dated _____, 2024 (***"Agreement"***)

Date: _____, 202_

This is a Certification Request, submitted pursuant to Section 4.D.3 of the Agreement, requesting the Village to issue a Certification of Expenditure approving the certification of the Redevelopment Project Costs detailed in the attached schedule. The undersigned certifies that:

1. Incentive Recipient or Developer actually incurred and paid such Redevelopment Project Costs;
2. Reimbursement of such Redevelopment Project Costs is permitted pursuant to the Agreement and the Requirements of Law; and
3. The information and materials attached to this Certification Request are true and accurate.

Incentive Recipient additionally certifies under oath that it is in full compliance with the Agreement and that Developer is in full compliance with the Development Agreement.

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

Bradford Allen Properties, LLC

By: _____
Its: _____

Subscribed and sworn to
before me this _____ day of
_____, 202_.

[NOTARY STAMP]

ATTACHMENTS TO CERTIFICATION REQUEST

1. Schedule of Redevelopment Project Costs requested to be certified.
2. Bills, contracts, invoices, and other evidence that Incentive Recipient or Developer has incurred and paid such Redevelopment Project Costs.

Sworn statements and lien waivers for such Redevelopment Project Costs from the Development's general contractor for any material, fixtures, apparatus, machinery, services, or labor provided by any contractor, subcontractor, or other person or entity entitled to file a lien under the Mechanics Lien Act, 770 ILCS 60/1.

EXHIBIT E

DEVELOPMENT SCHEDULE

The following schedule is subject to modification as provided in Section 4.D of the Development Agreement:

Construction Commencement: Construction of the Development must commence on or before October 1, 2024.

Excavation, Foundation, and Site Utilities Commencement: Developer must commence excavation, foundation, and site utility work on the Development on or before December 2, 2024.

Vertical Construction Commencement: Developer must commence Vertical Construction on or before December 9, 2024.

Site Furnishings, Hardscaping, and Landscaping Commencement: Developer must commence installation of furnishings, and commence construction of hardscaping and landscaping portions of the Development, on or before May 8, 2025.

Temporary Certificate of Occupancy: Developer must obtain a temporary certificate of occupancy for all components of the Development on or before April 28, 2026.

Substantial Completion: Developer must be substantially complete with all components of the Development on or before April 28, 2026.

Final Completion Date: Developer must obtain a final certificate of occupancy for all components of the Development on or before July 23, 2026.

EXHIBIT F

MINIMUM EQUALIZED ASSESSED VALUATIONS

Year	Minimum Equalized Assessed Valuation
2024	\$2,583,190
2025	\$5,452,472
2026	\$18,865,552
2027	\$21,946,659
2028	\$23,634,152
2029	\$23,634,152
2030	\$23,634,152
2031	\$25,451,397
2032	\$25,451,397
2033	\$25,451,397
2034	\$27,408,370
2035	\$27,408,370
2036	\$27,408,370
2037	\$29,515,817
2038	\$29,515,817
2039	\$29,515,817
2040	\$31,785,307
2041	\$31,785,307
2042	\$31,785,307
2043	\$34,229,299
2044	\$34,229,299



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Appointment of Michal Wiski to the Board Code of Review
(Electrical)- term ending 04/30/2027

Department: Integrated Services

Item Description:

Appointment of Michal Wiski to the Board Code of Review (Electrical) - term
ending 04/30/2027

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Appointment of Jill Geimer to the Performing Arts Metropolis
Board of Directors (President) - term ending 09/16/2027

Department: Integrated Services

Item Description:

Appointment of Jill Geimer to the Performing Arts Metropolis Board of
Directors (President) - term ending 09/16/2027

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Appointment of Dave Kunicki to the Performing Arts
Metropolis Board of Directors (Member) - term ending
09/16/2027

Department: Integrated Services

Item Description:

Appointment of Dave Kunicki to the Performing Arts Metropolis Board of
Directors (Member) - term ending 09/16/2027

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Appointment of Susan Thomson to the Performing Arts
Metropolis Board of Directors (Member) - term ending
09/16/2026

Department: Integrated Services

Item Description:

Appointment of Susan Thomson to the Performing Arts Metropolis Board of
Directors (Member) - term ending 09/16/2026

ATTACHMENTS:

None



VILLAGE OF
ARLINGTON HEIGHTS
— INC. 1887 —

Village Board of Trustees
9/16/2024

Item: Appointment of Jeff Hyslop to the Performing Arts Metropolis
Board of Directors (Member) - term ending 09/16/2025

Department: Integrated Services

Item Description:

Appointment of Jeff Hyslop to the Performing Arts Metropolis Board of
Directors (Member) - term ending 09/16/2025

ATTACHMENTS:

None