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 2, 2025
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

IV. APPROVAL OF MINUTES

A. 8/18/25 Meeting Minutes

V. APPROVAL OF ACCOUNTS PAYABLE

A. 8/30/25 Warrant Register

VI. RECOGNITIONS AND COMMUNICATIONS

VII. PUBLIC HEARINGS

VIII. CITIZENS TO BE HEARD

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

IX. CONSENT AGENDA

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

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

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

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

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

A. Resolution Approving a Vehicle Purchase for the Building & Life Safety Department

B. Resolution Approving the Fire Station #4 - Kitchen Area Remodel

C. Resolution Approving a Mutual Termination of Lease Agreement with Shree Neelkanth, Inc. for commercial space in the Village-owned Metra Train Station.

D. Resolution Approving a Concession Agreement with Awesome B, Inc. to operate concessions in the Village-owned Metra Train Station.

E. Resolution Authorizing Execution of a Consultant Agreement with Mac Strategies Group, LLC

X. NEW BUSINESS

A. 1331 W. Dundee Rd. - Jameson's Charhouse - PC#25-011
Amendment to Special Use Ordinance 04-028 to expand outdoor seating with variance

B. Dunkin' - 1010 E. Rand Rd. - Sign Variation - DC25-019

C. Village Bank & Trust - 234 W. Northwest Hwy. - Sign Variation - DC25-048

D. Approval of 2026-27 Village Strategic Priorities

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 the Health & Human Services Department, at 33 S. Arlington Heights Road, Arlington Heights, IL 60005, healthmail@vah.com or 847/368-5760.

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

Arlington Heights Village Hall
33 S. Arlington Heights Road
Arlington Heights, IL 60005
August 18, 2025
7:30 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF MEMBERS

President Tinaglia and the following Trustees responded to roll: James Bertucci, Wendy Dunnington, Robin LaBedz, Bill Manganaro, Tom Schwingbeck, Scott Shirley, Jim Tinaglia, Greg Zyck. Trustee Carina Santa Maria was absent during roll call but arrived at 8:15 PM.
Also present were: Randy Recklaus, Diana Mikula, Melissa Gallagher, Emily Rodman, Hart Passman, and Maggie Mattio.

IV. APPROVAL OF MINUTES

A. 8/4/25 Village Board Meeting Minutes

Trustee Schwingbeck moved to Approve. Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia
Nays: None
Abstain: Trustee Greg Zyck
Absent: Trustee Santa Maria

B. 7/14/2025 Special Village Board of Trustees Meeting Minutes

Trustee Manganaro moved to Approve. Trustee Zyck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None

Abstain: None
Absent: Trustee Santa Maria

V. APPROVAL OF ACCOUNTS PAYABLE

A. Warrant Register 8/15/25

Trustee Bertucci moved to Approve the Warrant Register in the amount of $2,383,079.96.
Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

VI. RECOGNITIONS AND COMMUNICATIONS

VII. PUBLIC HEARINGS

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Keith Moens discouraged Village Trustees from appearing on television, proclaiming that Arlington Heights residents would not see an increase in property taxes as a result of the possible move of the Chicago Bears to the Village. He said there wasn't a way to determine how property taxes could be affected as the Chicago Bears are requesting tax certainty for many years to come.

Robert expressed concern over stopped vehicles along Arlington Heights Road for delivery or pick-up purposes. He suggested that no parking signs be installed, and the police begin ticketing vehicles. He also mentioned that the Jewel parking lot is always full even when there are minimal shoppers in the store.

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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 LaBedz moved to Approve. Trustee Zyck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

A. Bond Waiver - Arlington Heights Park Foundation

B. Resolution Approving Final Plat for 1519 S. Arlington Heights Rd. - Full Circle Communities/Grace Terrace

R2025-107

C. Resolution Approving an Engineering Services Agreement for the Regent Sanitary Lift Station

R2025-108
A2025-66

D. Resolution Approving Change Order No. 1 for the 2023 Water Main Replacement Project

R2025-109

E. Resolution Approving a Contract Extension for the 2025/2026 Municipal Parking Garages - Stairwell and Elevator Cleaning

R2025-110
A2025-67

F. Resolution Approving Master Agreement for Lead Services Multi-Year Program - Professional Engineering Services

R2025-111
A2025-68

X. NEW BUSINESS

A. Appointment of Jennifer Thomas to the Commission for Citizens with Disabilities, term ending April 30, 2028

Trustee Schwingbeck moved to Concur in the Mayor's Appointment. Trustee Bertucci Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

B. Appointment of Stella Butler to the Environmental Commission, term ending April 30, 2026

Trustee LaBedz moved to Concur in the Mayor's Appointment. Trustee Dunnington Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None
Absent: Trustee Santa Maria

C. Ordinance Amending Chapter 7 of the Municipal Code of the Village of Arlington Heights Regarding Municipal Grocery Retailers' Occupation Taxes and Municipal Grocery Service Occupation Taxes

Mr. Recklaus said that in June the Board approved the budget ceilings for the 2026 budget, which included projected revenues from grocery tax and streaming tax. At the time, the Board asked staff to examine alternative revenue options for both, prior to approving them. He explained that grocery tax has been collected by the State of Illinois for 36 years at a rate of 2.25%. The state distributed 1% to the municipalities in which it was collected. Recently, the State of Illinois enacted a law requiring each municipality to take affirmative action if they wanted to retain the 1% grocery tax they received from the state. In order to continue to receive the tax without interruption, the Board would have to take action prior to the October 1st Board meeting. Otherwise, the next opportunity to impose the 1% grocery tax would be in the Spring of 2026 with an effective date of July 1, 2026, at which point it would be a tax increase.

Ms. Gallagher said eliminating the grocery tax would create a $1.3 million gap in the Village's Budget. The revenue from grocery taxes pays for services and eliminating them could result in a reduction in services or an increase in property taxes. She presented the Board with alternative revenue options for consideration, such as an increase in hotel tax, food & beverage tax and/or Home Rule Sales Tax, reinstatement of vehicle and pet stickers, imposing a single-use bag tax or fee, and/or imposing a packaged liquor tax. The only option that could generate the revenue to make up the shortfall from grocery taxes would be a .25% increase in Home Rule Sales Tax. While it could generate $1.8 million in annual revenue, it was not recommended because it introduced a new tax for shoppers, and it would apply to both higher-priced and commonly priced items as well as restaurant dining.

Currently, more than 350 Illinois municipalities have retained a local grocery tax, including our comparable communities. She added that many non-residents shop at the Village's grocery stores.

For the record, President Tinaglia welcomed Trustee Santa Maria at 8:15PM.

Trustee Schwingbeck, Trustee Bertucci, Trustee LaBedz, Trustee Shirley and President Tinaglia were all in favor of retaining the grocery tax because it was a continuation of an existing tax. It would also avoid any service reduction or an increase in property taxes.

Trustee Dunnington asked if the grocery tax applied to prescription medication, over-the-counter drugs, and other medical appliances. Attorney Hart Passman clarified that the State of Illinois applied a 1% sales tax on prescription drugs apart from the previous grocery tax and from any municipally imposed grocery tax. The tax was unaffected by the State legislation and if the Board retained the grocery tax, it would not apply to prescription drugs. Trustee Dunnington said she was not in support of retaining the grocery tax as it hurts the vulnerable people in the community who live in fixed-income or

low-income households. She was in support of an increase in the Home Rule Sales Tax as it could generate revenues to cover both the shortfall from grocery tax and the proposed streaming tax revenue.

Trustee Santa Maria asked if SNAP benefit recipients were subjected to the grocery tax. Ms. Gallagher said based on her research, SNAP benefit recipients were not. With the possibility of a decrease in SNAP benefits, and taking into consideration that groceries are a necessity, Trustee Santa Maria was not in support of retaining the grocery tax.

Trustee LaBedz clarified that a 1.25% RTA tax would apply to the sale of groceries, regardless if the Village chose not to retain their 1%. She inquired about the packaged liquor tax. Mr. Recklaus said a packaged liquor tax would be in addition to regular sales tax.

Trustee Manganaro was not in support of retaining the grocery tax. He said there were a lot of financial pressures on residents from an increase in water, electricity and gas rates, and casualty and property insurance. In addition, properties will be reassessed in 2026. He suggested using monies from the Village's reserve to cover the $1.3million shortfall from the elimination of grocery tax.

Trustee Zyck said he agreed with retaining the 1% grocery tax as it wasn't a new tax on residents. However, he too encouraged the use of reserve monies rather than imposing new taxes. He suggested the Village change their reserve policy to retain a minimum of 40% reserve balance if going below that is not allowed.

Mr. Recklaus said staff would not recommend using reserve monies to account for operational costs that remain year after year as it would slowly deplete the reserve fund. Ms. Gallagher added that it would also lower the Village's credit rating.

Melissa Cayer asked if non-profit organizations were exempt from sales tax and inquired about the marijuana tax. Trustee Santa Maria confirmed that non-profit organizations were exempt from sales taxes at the time of purchase and when presenting their tax-exempt certificate. As a seller, they were not. In regard to the marijuana tax, Mr. Recklaus said that tax is regulated by the state. Ms. Cayer proposed other tax revenues and asked how the streaming tax would be imposed. President Tinaglia said the tax would be collected by the streaming service and remitted to the Village.

Trustee Dunnington moved to Amend the Motion to Approve the Ordinance amending Chapter 7 of the Municipal Code regarding Municipal Grocery Retailers' Occupation Taxes and Municipal Grocery Service Occupation Taxes to include a sunset review in 2 years. Trustee Zyck Seconded the Motion.
The Motion: Failed
Ayes: Trustee Dunnington, Trustee Manganaro, Trustee Santa Maria, Trustee Zyck
Nays: Trustee Bertucci, Trustee LaBedz, Trustee Schwingbeck, Trustee Shirley, President Tinaglia
Abstain: None

Trustee Bertucci moved to Approve the Ordinance amending Chapter 7 of the Municipal Code of the Village of Arlington Heights regarding Municipal Grocery Retailers' Occupation Taxes and Municipal Grocery Service Occupation Taxes. Trustee Shirley Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Shirley, Trustee LaBedz, Schwingbeck, Trustee Zyck,

President Tinaglia
Nays: Trustee Manganaro, Trustee Dunnington, Trustee Santa Maria
Abstain: None

D. Ordinance Amending Chapter 7 of the Municipal Code of the Village of Arlington Heights Regarding a Tax on Streaming Amusement

Over the last several years and through much analysis, the Village determined it needed a fifth ambulance in operation. Currently, the fire department operates four full-time ambulances and a fifth during peak days and times. As part of a three-year plan, the goal was to have the fifth ambulance fully staffed and operational full-time by January 1, 2026, which would require additional revenues. Staff recommended introducing a streaming tax on all streaming platforms.

Ms. Gallagher explained that over the years the cable franchise fee and telecommunication tax revenues have decreased significantly as people have discontinued their use of landlines and have transitioned from cable TV to streaming services. However, the Village is required to maintain the public right-of-way for cable lines and repeater stations streaming services use to deliver entertainment, regardless of the loss in revenue. Imposing the streaming tax would cost a family subscribed to multiple streaming platforms an additional cost of $41-$61 per year. Other municipalities that have imposed a streaming tax include Bloomington, Chicago, East Dundee and Evanston.

Trustee Schwingbeck said that aside from the fifth ambulance, not imposing a streaming tax was a loss in revenue for the Village as the expense of maintaining the right-of-way remained present.

Trustee LaBedz mentioned that the streaming tax has been discussed for several years during the budget process to account for the loss in cable franchise fees and telecommunications tax revenue. She added that streaming service subscriptions are optional and a personal choice, not a necessity.

Trustee Schwingbeck moved to Approve the Ordinance Amending Chapter 7 of the Municipal Code of the Village of Arlington Heights regarding a Tax on Streaming Amusement. Trustee LaBedz Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Santa Maria, Trustee Schwingbeck, Trustee Shirley, President Tinaglia
Nays: Trustee Manganaro, Trustee Zyck
Abstain: None

E. Vail Promenade Concept Discussion

Kurt Corrigan and members of V3 Companies presented their design concept for the Vail Promenade Improvement Project. The concept would convert Vail Avenue between the northern boundary of the Vail Parking Garage and Wing Street to a curbless paver street to increase accessibility and create a more pedestrian-friendly environment. The concept design featured a landscaped boulevard along Vail Avenue near Harmony Park, landscaping enhancements throughout the park, new landscaping beds with seating walls, string lighting throughout the park, a small area with natural boulders for play, shaded structure with fixed seating underneath, new gateway signage, a mural, removable bollards, and drainage improvements among many other enhancements. The total estimated budget for the project, including engineering costs, was $4.4million. They reported that the Village was awarded a total of $3.35million in grant funding for the project.

President Tinaglia asked what percentage of the $4.4million was going towards redesigning Harmony Park and what percentage was budgeted for roadway improvements. Mr. Corrigan could not provide a specific amount because the curbless street enhancement required lowering of the park and resurfacing the lawn after lowering. President Tinaglia said Harmony Park was not that old and in good shape. He asked if there was an option to do the street improvements only. He also asked if the Alfresco businesses along the Vail Street Promenade had been consulted on the proposed changes.

Trustee LaBedz asked if the Illinois Transportation Enhancement Program (ITEP) grant was guaranteed. It was explained that the grant was state-funded, not federally. Therefore, funding was secured. However, there was a four-year sunset clause which required completion of phases 1 to 3 completed within 4 years. Trustee LaBedz said she liked the stage placement according to the concept and asked how many parking spaces would be eliminated with the curbless street. Mr. Corrigan said there were 13 spaces eliminated. However, there would be two spaces in front of the Metropolis Ballroom designated as a loading zone. Trustee LaBedz inquired if the paver bricks were strong enough to hold vehicles as the Village's sidewalk paver bricks wear out and have to be repaired often. Mr. Corrigan said there would be a concrete base that would support vehicular traffic.

With regard to the drainage improvements, Trustee Shirley asked if there were grates along the perimeter of the center island such that the water flowed up against it or did it all go through permeable pavers. Mr. Corrigan said there would be a series of permeable pavers and a series of trench grates or traditional manhole covers. Trustee Shirley asked about the maintenance of the permeable pavers as it related to snow and ice. Mr. Corrigan said there was a required maintenance procedure every few years. As it related to snow and ice his experience was that permeable areas thaw quicker than concrete areas and recommended the use of polymer blades, sweepers, or hand shoveling to clean snow. Mr. Recklaus said the Village has permeable pavers in the drive to enter/exit the parking garage attached to Village Hall. Therefore, Public Works was familiar with the maintenance of these pavers.

Trustee Zyck echoed President Tinaglia's sentiment about keeping Harmony Park untouched and encouraged staff to consult with business owners for feedback. He asked if the stage placement would cause sound to reverberate off of the glass, resulting in louder music. He suggested getting the Arlington Heights Garden Club and Environmental Commission involved for ideas and guidance.

Trustee Bertucci asked the V3 Companies design team if they had visited the Alfresco area during a Friday or Saturday night or a Sounds of Summer concert. He asked if the proposed design reduces outdoor seating for the businesses along the west side of Vail Avenue and Carlos and Carlos. Mr. Corrigan confirmed that restaurants along the west side of Vail would not lose seating. Mr. Recklaus said seating for Carlos & Carlos would change as they utilize Village property for the tables along the west wall of the building. Trustee Bertucci said that while the beautification of the area was great, he was concerned about how much money was being invested in one area and others were left in the dark. He said there needed to be a connection between Dunton Street and Evergreen to incorporate Passero into the downtown area and even the north and south ends of town. Ms. Rodman said that one of the objectives of the project was to potentially expand some of the pavement treatments, site furnishings, and lighting to other downtown areas to expand and connect the areas. Trustee Bertucci asked if an ice rink would still be an

option with the design concept being presented. Mr. Recklaus said an ice rink would still be possible at Harmony Park and other potential sites are being explored as well.

Trustee Dunnington thanked V3 Companies members for creating a beautiful concept and securing grant funding. She asked for more information on the bollards and crosswalks. Mr. Corrigan said the bollards were manually removed, stored and a cap would cover the opening. Pertaining to the crosswalk, from an ADA standpoint, they should have high contrast. Therefore, the pavers would be darker. She suggested changing the current trash bins to ones with recycling sorters.

Trustee Schwingbeck loved the design but was unsure that the beautification would result in more visitors to the downtown area. He was also concerned about the cost of the project, considering the opposition to the grocery tax, streaming tax, and the possibility of an increase in property taxes. He asked how much the price reduction would be if Harmony Park was left untouched. Mr. Corrigan said it could save roughly $2million. Ms. Rodman said there was a requirement that the Village match the ITEP grant and those dollars were previously budgeted in the Capital Projects Fund in the amount of $250,000.

President Tinaglia invited the V3 Companies members to visit Alfresco during a Sounds of Summer concert or Harmony Fest so they understood the number of people that visit these events.

XI. ADJOURNMENT

Trustee LaBedz moved to Adjourn at 10:48PM. Trustee Schwingbeck Seconded the Motion.
The Motion: Passed
Ayes: Trustee Bertucci, Trustee Dunnington, Trustee LaBedz, Trustee Manganaro, Trustee Santa Maria, Trustee Schwingbeck, Trustee Shirley, President Tinaglia, Trustee Zyck
Nays: None
Abstain: None

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VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER FOR

CHECK DATE: 8/30/2025

Fund	Fund Description	Total Transaction Amount
101	GENERAL FUND	$374,232.74
211	MOTOR FUEL TAX FUND	$626,042.38
215	CDBG FUND	$25,589.00
227	FOREIGN FIRE INS TAX FUND	$13,042.66
231	CRIMINAL INVESTIGATION FD	$4,692.21
235	MUNICIPAL PARKG OPR FUND	$54,686.83
263	TIF IV	$50.00
266	HICKORY KENSINGTON TIF	$422.93
401	CAPITAL PROJECTS FUND	$354,888.72
426	STORM WATER CONTROL FUND	$19,317.50
505	WATER AND SEWER FUND	$345,497.86
515	ARTS ENTERT & EVENTS FUND	$17,726.00
605	HEALTH INSURANCE FUND	$402,312.07
621	FLEET OPERATIONS FUND	$13,226.91
625	TECHNOLOGY FUND	$27,137.81
715	GUARANTY DEPOSITS FUND	$10,700.00
	TOTAL ALL FUNDS	**$2,289,565.62**

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0000	**NON DEPARTMENTAL**					
						$1,100.00
	313544	715-0000-220930-	Aneta Sitnik	BOND REFUND-REC-013173-2025	$200.00	
	313544	715-0000-220930-	Aneta Sitnik	BOND REFUND-REC-013173-2025	$200.00	
	313544	715-0000-220930-	Aneta Sitnik	BOND REFUND-REC-013173-2025	$200.00	
	313544	715-0000-220930-	Aneta Sitnik	BOND REFUND-REC-013173-2025	$500.00	
						$200.00
	313545	715-0000-220930-	Bies Underground Technologies	BOND REFUND-REC-013183-2025	$200.00	
						$200.00
	313546	715-0000-220930-	Bill DeSalvo	BOND REFUND-REC-013156-2025	$200.00	
						$200.00
	313547	715-0000-220930-	Central Plumbing Company Inc	BOND REFUND-REC-013184-2025	$200.00	
						$200.00
	313548	715-0000-220930-	Cesars Asphalt Repair Corp	BOND REFUND-REC-013187-2025	$200.00	
						$200.00
	313549	715-0000-220930-	Christopher Jacoby	BOND REFUND-REC-013168-2025	$200.00	
						$200.00
	313550	715-0000-220930-	Dan Barrett	BOND REFUND-REC-013167-2025	$200.00	
						$200.00
	313551	715-0000-220930-	Daniel Strikowski	BOND REFUND-REC-013170-2025	$200.00	
						$400.00
	313552	715-0000-220930-	Fairfield Homes	BOND REFUND-REC-013178-2025	$200.00	
	313552	715-0000-220930-	Fairfield Homes	BOND REFUND-REC-013178-2025	$200.00	
						$200.00
	313553	715-0000-220930-	FORTIS	BOND REFUND-REC-013177-2025	$200.00	
						$200.00

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313554	715-0000-220930-	Grade A Asphalt Services	BOND REFUND-REC-013169-2025	$200.00	
					$200.00
313555	715-0000-220930-	Intelligent Service	BOND REFUND-REC-013185-2025	$200.00	
					$500.00
313556	715-0000-220930-	JILL LINDSAY	BOND REFUND-REC-013190-2025	$500.00	
					$200.00
313557	715-0000-220930-	Lawn Care Services Sinaloa, LLC	BOND REFUND-REC-013160-2025	$200.00	
					$200.00
313558	715-0000-220930-	Nicolette Orlandino	BOND REFUND-REC-013171-2025	$200.00	
					$200.00
313559	715-0000-220930-	Phil Aiello	BOND REFUND-REC-013161-2025	$200.00	
					$200.00
313560	715-0000-220930-	Premier Paving of Northern Illinois	BOND REFUND-REC-013158-2025	$200.00	
					$1,000.00
313561	715-0000-220930-	Rick's Sewer and Drainage	BOND REFUND-REC-013180-2025	$500.00	
313561	715-0000-220930-	Rick's Sewer and Drainage	BOND REFUND-REC-013180-2025	$500.00	
					$500.00
313562	715-0000-220930-	Rick's Sewer and Drainage	BOND REFUND-REC-013181-2025	$500.00	
					$500.00
313563	715-0000-220930-	Rick's Sewer and Drainage	BOND REFUND-REC-013182-2025	$500.00	
					$500.00
313564	715-0000-220930-	Rick's Sewer and Drainage	BOND REFUND-REC-013186-2025	$500.00	
					$200.00
313565	715-0000-220930-	RJ CONCRETE INC.	BOND REFUND-REC-013192-2025	$200.00	
					$200.00
313566	715-0000-220930-	Robert Petersen	BOND REFUND-REC-013159-2025	$200.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$1,000.00
313567	715-0000-220930-	Rolling Green Country Club with Invited	BOND REFUND-REC-013179-2025	$1,000.00	
					$200.00
313568	715-0000-220930-	S&H Paving Inc	BOND REFUND-REC-013151-2025	$200.00	
					$200.00
313569	715-0000-220930-	Scaravalle Company Inc.	BOND REFUND-REC-013172-2025	$200.00	
					$400.00
313570	715-0000-220930-	TCD Concrete Works, Inc.	BOND REFUND-REC-013153-2025	$200.00	
313570	715-0000-220930-	TCD Concrete Works, Inc.	BOND REFUND-REC-013153-2025	$200.00	
					$200.00
313571	715-0000-220930-	TMW Enterprises Paving & Maintenance	BOND REFUND-REC-013188-2025	$200.00	
					$200.00
313572	715-0000-220930-	TMW Enterprises Paving & Maintenance	BOND REFUND-REC-013189-2025	$200.00	
					$200.00
313573	715-0000-220930-	Tom Smosna	BOND REFUND-REC-013157-2025	$200.00	
					$200.00
313574	715-0000-220930-	Wally Karp	BOND REFUND-REC-013166-2025	$200.00	
					$200.00
313575	715-0000-220930-	Xclusive Concrete	BOND REFUND-REC-013154-2025	$200.00	
					$200.00
313576	715-0000-220930-	Xclusive Concrete	BOND REFUND-REC-013155-2025	$200.00	
					$477.26
313578	101-0000-421200-	CHEZ HOTEL	LIQUOR LICENSE REFUND	$477.26	
					$453.75
802520	101-0000-210950-	RTA/CTA BENEFIT PROGRAM	EMPLOYEE RTA BENEFIT PROGRAM	$453.75	
					($37,293.54)

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
902658	605-0000-471230-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 07/15-07/31	($37,293.54)	
					$574.95
902660	101-0000-210820-	SONTIQ	ID PROTECTION JULY	$574.95	
					$10,027.79
902661	101-0000-210810-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$284.97	
902661	101-0000-210810-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$9,742.82	
			DEPARTMENT 0000 TOTAL:	($15,059.79)	

VILLAGE OF ARLINGTON HEIGHTS

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0101	**BOARD OF TRUSTEES ADMIN**					
						$654.00
		101-0101-522030-	JEWEL OSCO 3422	MEETING SUPPLIES	$39.97	
		101-0101-522030-	TORTORICE'S PIZZERIA	MEETING SUPPLIES	$165.10	
		101-0101-522030-	FRANCESCA'S TAVOLA	MEETING SUPPLIES	$385.00	
		101-0101-522030-	JEWEL OSCO 3422	MEETING SUPPLIES	$24.95	
		101-0101-522030-	DUNKIN DONUTS	MEETING SUPPLIES	$24.99	
		101-0101-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$13.99	
						$318.00
	313462	101-0101-521650-	CAPTION FIRST INC	CAPTIONING SERVICES	$318.00	
						$4,500.00
	313522	101-0101-521650-	LORELLE COMMUNICATIONS INC	PROFESSIONAL SERVICES	$4,500.00	
				DEPARTMENT 0101 TOTAL:	$5,472.00	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0201	**INTEGRATED SERVICES ADMIN**					
						$1,247.89
		101-0201-521655-	HOOTSUITE MEDIA INC	OFFICE EQUIPMENT	$1,188.00	
		101-0201-522700-	APPLE STORE	ICLOUD STORAGE	$0.99	
		101-0201-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$58.90	
						$35.85
	313455	101-0201-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	$35.85	
						$9.36
	313461	101-0201-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$9.36	
						$498.00
	313491	101-0201-522100-	FASTSIGNS	PRINTING SERVICES	$100.00	
	313491	515-0201-540550-	FASTSIGNS	PRINTING SERVICES	$398.00	
						$58.06
	313543	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$5.22	
	313543	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$10.68	
	313543	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$18.93	
	313543	101-0201-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$23.23	
				DEPARTMENT 0201 TOTAL:	$1,849.16	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0301	**HUMAN RESOURCES ADMIN**					
						$3,509.95
		101-0301-520050-	CONSENSUS CLOUD SOLUTIONS	OFFICE EQUIPMENT	$49.99	
		101-0301-522010-	IL MUNICIPAL LEAGUE	ADVERTISING	$35.00	
		101-0301-522010-	APA	ADVERTISING	$100.00	
		101-0301-522010-	IL ECONOMIC DEVELOPMENT ASSOC	ADVERTISING	$300.00	
		101-0301-522010-	IL MUNICIPAL LEAGUE	ADVERTISING	$35.00	
		101-0301-522010-	LINKEDIN CORPORATION	ADVERTISING	$169.99	
		101-0301-522010-	APA	ADVERTISING	$295.00	
		101-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$47.68	
		101-0301-540700-	COOPERS HAWK RESTAURANT	2025 EMPLOYEE YEARS OF SERVICE RECOGNITION LUNCH	$2,477.29	
						$59.07
	313437	101-0301-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$59.07	
						$32.37
	313461	101-0301-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$32.37	
						$3,437.50
	313469	101-0301-520200-	CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	$3,437.50	
						$6,347.00
	313539	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS AND TESTING	$80.00	
	313539	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS AND TESTING	$515.00	
	313539	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS AND TESTING	$645.00	
	313539	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS AND TESTING	$1,886.00	
	313539	605-0301-520500-	NORTHWEST COMMUNITY HOSPITAL	BIENNIAL PHYSICALS AND TESTING	$3,221.00	
						$80.00
	313584	605-0301-520500-	PETTY CASH	EVENT SERVICES	$80.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$9,859.48
902657	605-0301-520450-	BENISTAR/HARTFORD - 6795	RETIREE HEALTH INSURANCE	$258.40	
902657	605-0301-542750-	BENISTAR/HARTFORD - 6795	RETIREE HEALTH INSURANCE	$9,601.08	
					$415,445.20
902658	605-0301-542750-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 07/15-07/31	$374,841.55	
902658	605-0301-542770-	BLUE CROSS BLUE SHIELD OF ILLINOIS	MEDICAL/DENTAL 07/15-07/31	$40,603.65	
					$7,873.93
902661	605-0301-520650-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$298.17	
902661	605-0301-520650-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$367.70	
902661	605-0301-520650-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$690.80	
902661	605-0301-520650-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$3,226.35	
902661	605-0301-520650-	DEARBORN LIFE INS CO	LIFE/STD INSURANCE SEPT 2025	$3,290.91	
			DEPARTMENT 0301 TOTAL:	$446,644.50	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0501	**FINANCE ADMIN**					
						$512.55
		101-0501-522030-	GOVERNMENT FINANCE OFFICERS ASSOC	TRAVEL & TRAINING	$350.00	
		101-0501-530050-	JEWEL OSCO 3422	EVENT SUPPLIES	$162.55	
						$69.39
	313437	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$19.43	
	313437	101-0501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$49.96	
						$459.62
	313461	101-0501-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$21.00	
	313461	101-0501-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$438.62	
						$9,527.15
	313488	101-0501-520231-	EMS MANAGEMENT & CONSULTANTS, INC	FINANCIAL SERVICES	$9,527.15	
						$20.00
	313535	101-0501-522020-	MUNICIPAL CLERKS N&NW SUBURBS	DUES	$20.00	
						$201.86
	313543	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$80.75	
	313543	101-0501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$121.11	
						$659.30
	313593	101-0501-530250-	RYDIN SIGN & DECAL	LICENSING SUPPLIES	$659.30	
						$1,228.58
	313595	505-0501-522100-	SEBIS DIRECT INC	PRINTING SERVICES	$1,228.58	
						$67.94
	313604	101-0501-530050-	SYLVIA'S FLOWERS INC	EVENT SUPPLIES	$67.94	
				DEPARTMENT 0501 TOTAL:	$12,746.39	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 0601	**INFORMATION TECHNOLOGY ADMIN**				
					$2,260.19
	625-0601-520390-	VERIZON WIRELESS	MONTHLY DATA CHARGES FOR IT	$249.56	
	625-0601-521655-	ELEVEN LABS INC	OFFICE EQUIPMENT	$50.00	
	625-0601-521655-	WASABI TECHNOLOGIES, LLC	OFFICE EQUIPMENT	$41.49	
	625-0601-521655-	JOTFORM, INC	PRINTING SERVICES	$64.50	
	625-0601-521655-	WASABI TECHNOLOGIES, LLC	OFFICE EQUIPMENT	$42.97	
	625-0601-521655-	SIMPLEMDM	OFFICE EQUIPMENT	$147.00	
	625-0601-521655-	CLOUDFLARE	OFFICE EQUIPMENT	$25.00	
	625-0601-521655-	NAMECHEAP INC	OFFICE EQUIPMENT	$19.98	
	625-0601-521655-	NAMECHEAP INC	OFFICE EQUIPMENT	$34.95	
	625-0601-521655-	NAMECHEAP INC	OFFICE EQUIPMENT	$19.98	
	625-0601-522030-	CBT NUGGETS LLC	OFFICE EQUIPMENT	$59.00	
	625-0601-522050-	POSTMASTER ARLINGTON HEIGHTS	SHIPPING	$13.20	
	625-0601-522700-	RCN	MONTHLY INTERNET CHARGES FOR FIRE	$65.99	
	625-0601-522700-	COMCAST CABLE	MONTHLY INTERNET CHARGES FOR SENIOR CENTER	$133.90	
	625-0601-522700-	RCN	MONTHLY INTERNET CHARGES FOR VAH	$65.99	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$8.07	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$251.48	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$190.00	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	REFUND OFFICE SUPPLIES	($50.58)	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	REFUND OFFICE SUPPLIES	($50.58)	
	625-0601-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$110.00	
	625-0601-550100-	CDS OFFICE TECHNOLOGIES	OFFICE EQUIPMENT	$45.32	
	625-0601-550100-	UBIQUITI INC	OFFICE EQUIPMENT	$202.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
	625-0601-550100-	UBIQUITI INC	OFFICE EQUIPMENT	$212.00	
	625-0601-550100-	EBAY	OFFICE EQUIPMENT	$242.02	
	625-0601-550100-	CDS OFFICE TECHNOLOGIES	OFFICE EQUIPMENT	$66.95	
					$31.64
313437	625-0601-550100-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$31.64	
					$2,357.96
313471	625-0601-522700-	COMCAST PROCESSING CENTER	ACCT 907065060	$2,357.96	
					$171.24
313481	625-0601-550100-	DELL MARKETING LP	OFFICE EQUIPMENT	$171.24	
					$2,283.75
313589	625-0601-550100-	QUANTUM CORPORATION	OFFICE EQUIPMENT	$2,283.75	
					$20,033.03
902659	625-0601-520050-	MUNICIPAL GIS PARTNERS INC	GIS SERVICES	$20,033.03	
			DEPARTMENT 0601 TOTAL:	$27,137.81	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 1008	**BOARDS & COMM FIRE & POL COMM**					
						$200.00
	313474	101-1008-520750-	CONRAD POLYGRAPH INC	PROFESSIONAL SERVICES	$200.00	
						$3,000.00
	313600	101-1008-520750-	STEPHEN LASER & ASSOCIATES	PROFESSIONAL SERVICES	$3,000.00	
				DEPARTMENT 1008 TOTAL:	$3,200.00	

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Department 1010	**BOARDS & COMM ENVIRONMNTL COMM**					
						$175.00
	313491	101-1010-522100-	FASTSIGNS	PRINTING SERVICES	$175.00	
				DEPARTMENT 1010 TOTAL:	$175.00	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 1018	**BOARDS & COMM SPECIAL EVENTS**					
						$2,359.30
	313443	515-1018-540550-	ARLINGTON RENTAL INC	EVENT SUPPLIES	$2,359.30	
						$1,755.00
	313482	515-1018-540550-	DEO CONSULTING, INC.	EVENT SERVICES	$1,755.00	
				DEPARTMENT 1018 TOTAL:	$4,114.30	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 2005	**SPECIAL EVENTS METROPOLIS THTR**					
						$8,422.00
	313449	515-2005-550550-	ATOMATIC MECHANICAL SVCS, INC	METROPOLIS BUILDING MAINTENANCE	$8,422.00	
				DEPARTMENT 2005 TOTAL:	$8,422.00	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3001	**POLICE DEPT ADMIN**					
						$9,503.56
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$155.37	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$197.97	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$248.10	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$409.75	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$618.44	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$1,324.60	
		101-3001-521651-	MORTON SUGGESTION COMPANY	SUPPLIES/RECRUITMENT GRANT	$1,916.00	
		101-3001-521655-	TRI-MOR K9	OFFICE EQUIPMENT	$500.00	
		101-3001-521655-	SPOKEO	OFFICE EQUIPMENT	$44.85	
		101-3001-522020-	IL POLICE ACCREDITATION COALITION	DUES	$104.00	
		101-3001-522020-	SAFE KIDS WORLDWIDE	TRAVEL & TRAINING	$55.00	
		101-3001-522030-	DOUBLETREE HOTEL/BIRCH RIVER GRILL	TRAVEL & TRAINING	$555.52	
		101-3001-522030-	CCROC	TRAVEL & TRAINING	$440.00	
		101-3001-522700-	COMCAST CABLE	INTERNET SERVICES	$138.71	
		101-3001-530010-	CHICAGO TRIBUNE-SUB BILLING	SUBSCRIPTION	$14.00	
		101-3001-530050-	PORTILLOS HOT DOGS	MEETING SUPPLIES	$40.56	
		101-3001-530050-	JAVIER'S RESTAURANT	MEETING SUPPLIES	$61.95	
		101-3001-530050-	COOPERS HAWK RESTAURANT	MEETING SUPPLIES	$360.24	
		101-3001-530350-	THE EAGLE UNIFORM COMPANY	CLOTHING & APPAREL	$376.20	
		101-3001-533050-	LA TASCA TAPAS	MEETING SUPPLIES	$104.75	
		101-3001-533050-	SYLVIA'S FLOWERS INC	MEETING SUPPLIES	$36.00	
		101-3001-533050-	BRUNCH CAFE	MEETING SUPPLIES	$315.94	
		101-3001-533250-	SAMS CLUB	POLICE EQUIPMENT & SUPPLY	($48.86)	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
	101-3001-533250-	PANERA	MEETING SUPPLIES	$40.49	
	101-3001-533250-	HOME DEPOT CREDIT SERVICES	POLICE EQUIPMENT & SUPPLY	$42.00	
	101-3001-533250-	SAMS CLUB	POLICE EQUIPMENT & SUPPLY	$190.00	
	101-3001-533250-	SAMS CLUB	POLICE EQUIPMENT & SUPPLY	$271.43	
	101-3001-533250-	WEATHERTECH	POLICE EQUIPMENT & SUPPLY	$934.60	
	101-3001-533300-	CD ONE PRICE CLEANERS	PROFESSIONAL SERVICES	$29.97	
	101-3001-533300-	JEWEL OSCO 3422	MEETING SUPPLIES	$25.98	
					$41.50
313432	101-3001-530050-	A & E RUBBER STAMP CORP	OFFICE SUPPLIES	$41.50	
					$324.59
313433	101-3001-521650-	ACCURATE DOCUMENT DESTRUCTION	SHREDDING SERVICES	$324.59	
					$67.17
313435	101-3001-533250-	AIRGAS USA LLC	POLICE EQUIPMENT & SUPPLY	$67.17	
					$413.00
313436	101-3001-521650-	ALEXANDRA NELSON	REIMBURSEMENT	$413.00	
					$755.00
313441	101-3001-533300-	ARLINGTON HTS PARK DISTRICT	RENTAL FEES	$755.00	
					$2,444.26
313448	101-3001-522700-	AT&T MOBILITY NATIONAL ACCOUNTS LLC	ACCT 287328367893	$2,444.26	
					$150.00
313453	101-3001-521650-	BIO ONE CHICAGO	PROFESSIONAL SERVICES	$150.00	
					$202.99
313461	101-3001-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$42.52	
313461	101-3001-530050-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$160.47	
					$1,170.00

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313473	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$275.00	
313473	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$405.00	
313473	101-3001-521650-	COMPASSION FUNERAL SERVICES INC	PROFESSIONAL SERVICES	$490.00	
					$4,170.00
313490	101-3001-520250-	ERNEST R BLOMQUIST PC	PROFESSIONAL SERVICES	$4,170.00	
					$1,860.00
313501	101-3001-522030-	HEFFERNAN, JEFFREY	TUITION REIMBURSEMENT	$1,860.00	
					$530.50
313506	101-3001-521655-	IDI	OFFICE EQUIPMENT	$125.00	
313506	101-3001-521655-	IDI	OFFICE EQUIPMENT	$405.50	
					$360.00
313507	101-3001-522020-	IL LAW ENFORCEMENT ALARM SYSTEM	MEMBERSHIP DUES	$360.00	
					$3,580.20
313515	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	$401.40	
313515	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	$598.80	
313515	101-3001-530350-	JG UNIFORMS	CLOTHING & APPAREL	$2,580.00	
					$17.78
313517	101-3001-522150-	KONICA MINOLTA BUSINESS USA	OFFICE MACHINES & ACCESS	$17.78	
					$502.80
313521	101-3001-521655-	LIVE VIEW GPS INC	POLICE EQUIPMENT & SUPPLY	$502.80	
					$27.76
313526	101-3001-530050-	MATTS ACE HARDWARE	POLICE EQUIPMENT & SUPPLY	$27.76	
					$182.53
313528	101-3001-533250-	MC KESSON MEDICAL SURGICAL	POLICE EQUIPMENT & SUPPLY	$182.53	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$49,030.65
313538	101-3001-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$49,030.65	
					$75.00
313542	101-3001-522020-	NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES	$75.00	
					$92.68
313543	101-3001-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$92.68	
					$647.00
313609	101-3001-522100-	TOTAL PRINT SOLUTIONS	PRINTING SERVICES	$647.00	
			DEPARTMENT 3001 TOTAL:	$76,148.97	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3003	**POLICE DEPT CRIMINAL INVEST**					
						$4,023.14
		231-3003-540010-	AMERICAN TACTICAL K9 ASSOCIATION	TRAVEL & TRAINING	$3,800.00	
		231-3003-540010-	CHEWY'S	K9 SUPPLIES	$69.09	
		231-3003-540010-	CHEWY'S	K9 SUPPLIES	$154.05	
						$67.17
	313459	231-3003-540010-	BUTCHER, RYAN	REIMBURSEMENT	$67.17	
						$254.68
	313582	231-3003-540010-	PARTNERS & PAWS VETERINARY SERVICES	K9 SERVICES	$254.68	
						$172.22
	313583	231-3003-540010-	PET PROS	K9 SUPPLIES	$172.22	
						$175.00
	313617	231-3003-540010-	VETERINARY SPECIALTY CENTER	K9 SERVICES	$49.00	
	313617	231-3003-540010-	VETERINARY SPECIALTY CENTER	K9 SERVICES	$49.00	
	313617	231-3003-540010-	VETERINARY SPECIALTY CENTER	K9 SERVICES	$77.00	
				DEPARTMENT 3003 TOTAL:	$4,692.21	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3501	**FIRE ADMIN**					
						($909.09)
		101-3501-521110-	HOME DEPOT CREDIT SERVICES	EQUIPMENT MAINTENANCE	$199.17	
		101-3501-522020-	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE RENEWAL	$41.00	
		101-3501-522020-	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE RENEWAL	$41.00	
		101-3501-522020-	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE RENEWAL	$41.00	
		101-3501-522020-	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE RENEWAL	$41.00	
		101-3501-522020-	IL DEPT OF PUBLIC HEALTH	PARAMEDIC LICENSE RENEWAL	$41.00	
		101-3501-522050-	UPS STORE #1051	SHIPPING FEES	$38.54	
		101-3501-531650-	IDENTIFIRE SAFETY	FIRE EQUIPMENT & SUPPLY	$159.92	
		101-3501-533450-	QUALITY LOGO PRODUCTS	PUBLIC EDUCATION SUPPLIES	$230.28	
		101-3501-533450-	DISCOUNT MUGS	PUBLIC EDUCATION SUPPLIES	($42.00)	
		101-3501-533500-	CARDIO PARTNERS INC	TRAVEL & TRAINING	($1,700.00)	
						$3,813.75
	313430	101-3501-522030-	WALTERS, MATTHEW	TUITION REIMBURSEMENT	$3,813.75	
						$2,969.00
	313434	401-3501-550150-	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$419.00	
	313434	401-3501-550150-	AIR ONE EQUIPMENT	CLOTHING & APPAREL	$2,550.00	
						$225.37
	313437	101-3501-521110-	AMAZON COM CAPITAL SERVICES	BUILDING MAINTENANCE SUPPLIES	$7.40	
	313437	101-3501-521110-	AMAZON COM CAPITAL SERVICES	BUILDING MAINTENANCE SUPPLIES	$69.85	
	313437	101-3501-521110-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$7.97	
	313437	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$24.50	
	313437	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$32.58	
	313437	101-3501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$37.96	
	313437	101-3501-533450-	AMAZON COM CAPITAL SERVICES	PUBLIC EDUCATION SUPPLIES	$13.71	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313437	101-3501-533450-	AMAZON COM CAPITAL SERVICES	PUBLIC EDUCATION SUPPLIES	$31.40	
					$60.50
313452	101-3501-533450-	BELLUSCI, ALEXANDER	REIMBURSEMENT	$60.50	
					$256.85
313476	101-3501-521020-	CONWAY SHIELD, INC.	EQUIPMENT MAINTENANCE	$256.85	
					$950.00
313487	101-3501-522030-	ELGIN COMMUNITY COLLEGE	TRAVEL AND TRAINING	$950.00	
					$463.52
313502	101-3501-522030-	HELLER LUMBER CO	TRAINING SUPPLIES	$463.52	
					$1,974.00
313503	101-3501-533500-	HENRY SCHEIN	MEDICAL SUPPLIES	$1,974.00	
					$16,343.55
313538	101-3501-520370-	NORTHWEST CENTRAL DISPATCH SYS	MEMBER ASSESSMENT	$16,343.55	
					$39.90
313543	101-3501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$39.90	
					$3,145.09
313588	101-3501-533450-	PROMOS 911 INC	PUBLIC EDUCATION SUPPLIES	$3,145.09	
					$327.75
313590	101-3501-521160-	R H MEDICAL	MEDICAL OXYGEN	$14.25	
313590	101-3501-521160-	R H MEDICAL	MEDICAL OXYGEN	$313.50	
					$127.39
313601	101-3501-521110-	STROJNY, DAVID	REIMBURSEMENT	$77.91	
313601	101-3501-522030-	STROJNY, DAVID	REIMBURSEMENT	$49.48	
					$76,535.00
313624	401-3501-550150-	WS DARLEY & CO	FIRE EQUIPMENT	$11,205.00	

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313624	401-3501-550150-	WS DARLEY & CO	FIRE EQUIPMENT	$65,330.00	
313624	401-3501-550150-	WS DARLEY & CO	NEW SQUAD EQUIPMENT	($1,524.00)	
313624	401-3501-550150-	WS DARLEY & CO	NEW SQUAD EQUIPMENT	$1,524.00	
			DEPARTMENT 3501 TOTAL:	$106,322.58	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 3701	**FOREIGN FIRE INSURANCE ADMIN**					
						$2,426.57
	313437	227-3701-522030-	AMAZON COM CAPITAL SERVICES	TRAVEL & TRAINING	$652.17	
	313437	227-3701-550150-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$104.60	
	313437	227-3701-550150-	AMAZON COM CAPITAL SERVICES	FIRE EQUIPMENT & SUPPLY	$1,669.80	
						$306.32
	313463	227-3701-522030-	CASTILLO, REGINALD	TUITION REIMBURSEMENT	$306.32	
						$4,374.90
	313476	227-3701-550150-	CONWAY SHIELD, INC.	FIRE EQUIPMENT & SUPPLY	$4,374.90	
						$818.64
	313495	227-3701-550150-	GALLS LLC	FIRE EQUIPMENT & SUPPLY	$818.64	
						$632.48
	313591	227-3701-522030-	RUSZKOWSKI, DAVID	TUITION REIMBURSEMENT	$632.48	
						$4,483.75
	313607	227-3701-530350-	THE PROMO CORP	CLOTHING & APPAREL	$4,483.75	
				DEPARTMENT 3701 TOTAL:	$13,042.66	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 4001	**PLANNING PLANNING**					
						$1,372.12
		101-4001-522030-	APA	TRAVEL & TRAINING	$464.60	
		101-4001-522030-	AMERICAN PLANNING ASSOCIATION-ILLINOIS CHAPTER	TRAVEL & TRAINING	$404.00	
		101-4001-522030-	PANERA	MEETING SUPPLIES	$107.24	
		101-4001-522030-	TORTORICE'S PIZZERIA	MEETING SUPPLIES	$130.95	
		101-4001-522030-	PEGGY KINNANE'S LLC	MEETING SUPPLIES	$53.44	
		101-4001-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$143.64	
		101-4001-532800-	ICMA DISTRIBUTION CENTER	OFFICE SUPPLIES	$68.25	
						$15.15
	313461	101-4001-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$15.15	
						$407.70
	313480	101-4001-522010-	DAILY HERALD	ADVERTISING	$407.70	
						$2,216.50
	313531	101-4001-520050-	MICROSYSTEMS	PROFESSIONAL SERVICES	$2,216.50	
						$99,774.50
	313533	101-4001-540430-	MILLER BERGER, LLC	ZERO INTEREST LOAN	$99,774.50	
						$45.63
	313584	101-4001-522030-	PETTY CASH	MEETING SUPPLIES	$45.63	
						$24,900.00
	313585	101-4001-540400-	PLACER LABS, INC.	OFFICE EQUIPMENT	$24,900.00	
						$365.00
	313592	263-4001-520050-	RYAN LLC	PROFESSIONAL SERVICES	$50.00	
	313592	266-4001-520050-	RYAN LLC	PROFESSIONAL SERVICES	$315.00	
						$107.93

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313613	266-4001-550250-	UNION PACIFIC RAILROAD COMPANY	CONSTRUCTION SERVICES	$107.93	
			DEPARTMENT 4001 TOTAL:	$129,204.53	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 4101	**COMMUNITY DEVL BLK GRNTADMIN**					
						$25,589.00
	313520	215-4101-541030-	LITTLE CITY FOUNDATION	CDBG GRANT	$25,589.00	
				DEPARTMENT 4101 TOTAL:	$25,589.00	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 4501	**BUILDING ADMIN**					
						$3,106.80
		101-4501-522030-	ILLINOIS TOLLWAY	TOLL CHARGE	$1.10	
		101-4501-522030-	ILLINOIS TOLLWAY	TOLL CHARGE	$3.80	
		101-4501-522030-	COLLEGE OF DUPAGE	TRAVEL & TRAINING	$225.00	
		101-4501-522030-	NORTHERN IL FIRE INSP ASSOC	TRAVEL & TRAINING	$175.00	
		101-4501-522030-	BUILDING & FIRE CODE ACADEMY	TRAVEL & TRAINING	$380.00	
		101-4501-522030-	BGR TECHNICAL PUBLICATIONS	TRAVEL & TRAINING	$76.99	
		101-4501-522030-	BUILDING & FIRE CODE ACADEMY	TRAVEL & TRAINING	$575.00	
		101-4501-522030-	UDEMY, INC	TRAVEL & TRAINING	$34.99	
		101-4501-522030-	SUBURBAN BLDG OFFICALS CONFER	TRAVEL & TRAINING	$80.00	
		101-4501-530010-	NATL FIRE PROTECTION ASSOC	PUBLICATIONS	$1,489.49	
		101-4501-530050-	MARIANO'S	EVENT SUPPLIES	$38.83	
		101-4501-530050-	DUNKIN DONUTS	MEETING SUPPLIES	$5.00	
		101-4501-530050-	MARIANO'S	MEETING SUPPLIES	$21.60	
						$164.90
	313437	101-4501-530010-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$62.61	
	313437	101-4501-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$102.29	
						$19.66
	313461	101-4501-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$19.66	
						$225.22
	313543	101-4501-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$225.22	
				DEPARTMENT 4501 TOTAL:	$3,516.58	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7001	**HEALTH ADMIN**				
					$2,153.76
	101-7001-521650-	INTERFAX	NURSING FAX	$9.95	
	101-7001-522030-	ILLINOIS SAFETY ELMWOOD PARK-CHICAGO	TRAVEL & TRAINING	$65.00	
	101-7001-540530-	COMMONWEALTH EDISON	EMERGENCY ASSISTANCE FOR RESIDENT.	$126.00	
	101-7001-540530-	TARGET	EMERGENCY EXPENSE FOR RESIDENT.	$62.99	
	101-7001-540530-	WALMART	EMERGENCY EXPENSE FOR RESIDENT.	$67.71	
	101-7001-540530-	WALMART	EMERGENCY EXPENSE FOR RESIDENT.	$73.71	
	101-7001-540530-	JEWEL OSCO 3422	EMERGENCY EXPENSE FOR RESIDENT.	$138.18	
	101-7001-540530-	SUBURBAN STUDIOS ARLIGTON HEIGHTS	EMERGENCY SHELTER FOR RESIDENT.	$78.15	
	101-7001-540530-	SUBURBAN STUDIOS ARLIGTON HEIGHTS	EMERGENCY SHELTER FOR RESIDENT.	$78.15	
	101-7001-540530-	JEWEL OSCO 3422	GIFT CARDS FOR EMERGENCY ASSISTANCE.	$400.00	
	101-7001-540530-	EXTENDED STAY	EMERGENCY SHELTER FOR RESIDENT.	$229.98	
	101-7001-540530-	HOLIDAY INN	EMERGENCY SHELTER FOR RESIDENT.	$608.73	
	101-7001-540530-	LYFT	EMERGENCY ASSISTANCE FOR RESIDENT.	$13.78	
	101-7001-540530-	LYFT	EMERGENCY ASSISTANCE FOR RESIDENT.	$64.91	
	101-7001-540530-	LYFT	EMERGENCY ASSISTANCE FOR RESIDENT.	$136.52	
					$69.43
313437	101-7001-533100-	AMAZON COM CAPITAL SERVICES	NURSING SUPPLIES	$69.43	
					$100.00
313455	101-7001-530350-	BRANDING TOUCHPOINT / IPROMOTE U	CLOTHING & APPAREL	$100.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$220.00
313477	101-7001-521100-	CORELOGIC SOLUTIONS LLC	OFFICE EQUIPMENT	$220.00	
					$297.34
313479	101-7001-521655-	CUSTOM DATA PROCESSING	OFFICE EQUIPMENT	$297.34	
					$490.00
313493	101-7001-521100-	FLECK'S LANDSCAPING	LANDSCAPING SERVICES	$490.00	
					$166.58
313516	101-7001-540530-	KIMBERLY SANTOS- WITT	EVENT SUPPLIES REIMBURSEMENT	$166.58	
					$200.00
313519	101-7001-520250-	LEMKE, SHERRY	COUNSELING SUBSIDY	$200.00	
					$25.20
313584	101-7001-522030-	PETTY CASH	TRAVEL & TRAINING	$25.20	
					$375.00
313586	101-7001-521650-	PRECISION LANGUAGE & GRAPHICS, INC	PROFESSIONAL SERVICES	$375.00	
					$60.00
313603	101-7001-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	$60.00	
			DEPARTMENT 7001 TOTAL:	$4,157.31	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7007	**HEALTH SENIOR SERVICES**					
						$2,467.32
		101-7007-521020-	SHIFFLER	OFFICE SUPPLIES	$22.09	
		101-7007-521020-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$89.86	
		101-7007-522020-	SAMS CLUB	MEMBERSHIP RENEWAL DUES	$110.00	
		101-7007-522100-	CANVA PRO	PRINTING SERVICES	$289.00	
		101-7007-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$339.89	
		101-7007-530050-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$680.00	
		101-7007-531650-	AMAZON COM CAPITAL SERVICES	CAFE SUPPLIES	$13.98	
		101-7007-531650-	AMAZON COM CAPITAL SERVICES	CAFE SUPPLIES	$101.80	
		101-7007-531650-	AMAZON COM CAPITAL SERVICES	CAFE SUPPLIES	$12.86	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	CAFE SUPPLIES	$98.53	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$140.10	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$47.11	
		101-7007-540160-	WALGREEN COMPANY	PROGRAM SUPPLIES	$20.08	
		101-7007-540160-	TORTORICE'S PIZZERIA	PROGRAM SUPPLIES	$226.50	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$21.84	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$31.99	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$40.99	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$8.58	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$49.99	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$4.99	
		101-7007-540160-	SAMS CLUB	PROGRAM SUPPLIES	$79.86	
		101-7007-540160-	AMAZON COM CAPITAL SERVICES	PROGRAM SUPPLIES	$37.28	
						$110.00
	313456	101-7007-540160-	BREAKING GROUNDS IN DRUMMING	PROGRAM INSTRUCTIONAL FEE	$110.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$400.00
313496	101-7007-540160-	GODDARD, LESLIE	PROGRAM INSTRUCTIONAL FEE	$400.00	
					$325.00
313499	101-7007-540160-	HAZELGROVE, WILLIAM	PROGRAM INSTRUCTIONAL FEE	$325.00	
					$120.00
313505	101-7007-521020-	HOFFMANN PIANO SERVICE	PROFESSIONAL SERVICES	$120.00	
					$175.00
313608	101-7007-540160-	TIMOTHY COMMUNICATI	PROGRAM INSTRUCTIONAL FEE	$175.00	
					$250.00
313623	101-7007-540160-	WPM PRODUCTIONS, INC.	PROGRAM INSTRUCTIONAL FEE	$250.00	
			DEPARTMENT 7007 TOTAL:	$3,847.32	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7101	**PUBLIC WORKS ADMIN**					
						$5,154.27
		101-7101-521655-	ADOBE	OFFICE EQUIPMENT	($39.00)	
		101-7101-521655-	ADOBE	OFFICE EQUIPMENT	$428.94	
		101-7101-522020-	IMSA	DUES	$40.00	
		101-7101-522030-	ILLINOIS WATER ENVIRONMENT ASSOCIATION	TRAVEL & TRAINING	$20.00	
		101-7101-522030-	APWA ILLINOIS PUBLIC SERVICE	TRAVEL & TRAINING	$778.00	
		101-7101-522030-	MCCORMICK PLACE	TRAVEL & TRAINING	$27.00	
		101-7101-531400-	GREENWORLD PROJECT	AGRICULTURAL SUPPLIES	$20.94	
		101-7101-531400-	GREENWORLD PROJECT	AGRICULTURAL SUPPLIES	$375.00	
		101-7101-531650-	WALMART	MISCELLANEOUS SUPPLIES	$47.70	
		101-7101-531650-	WALMART	MISCELLANEOUS SUPPLIES	$38.46	
		101-7101-531650-	SAMS CLUB	MEETING SUPPLIES	$43.84	
		401-7101-550200-	ELEY HOSE	BUILDING MAINTENANCE SUPPLY	$591.69	
		515-7101-533050-	SAMS CLUB	EVENT SUPPLIES	$15.92	
		515-7101-533050-	WALMART	EVENT SUPPLIES	$51.44	
		515-7101-533050-	SAMS CLUB	EVENT SUPPLIES	$1,025.64	
		515-7101-533050-	SAMS CLUB	EVENT SUPPLIES	$1,638.36	
		515-7101-533050-	SAMS CLUB	SOUNDS OF SUMMER SUPPLIES	$50.34	
						$255.21
	313437	101-7101-531850-	AMAZON COM CAPITAL SERVICES	SMALL TOOLS	$48.26	
	313437	401-7101-550200-	AMAZON COM CAPITAL SERVICES	BUILDING MAINTENANCE SUPPLY	$206.95	
						$19,053.75
	313439	101-7101-521550-	APEX LANDSCAPING INC	LANDSCAPING SERVICES	$19,053.75	
						$412.81

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313444	101-7101-522700-	AT & T	ACCT 84725535058159	$412.81	
					$1,183.99
313445	101-7101-522700-	AT & T	ACCT 84759060006156	$1,183.99	
					$2,714.24
313446	101-7101-522700-	AT & T	ACCT 8310015322822	$2,714.24	
					$2,021.20
313447	101-7101-522700-	AT & T	ACCT 84725331203952	$2,021.20	
					$1,028.00
313450	101-7101-521020-	AVI-SPL LLC	EQUIPMENT MAINTENANCE	$1,028.00	
					$563.00
313451	101-7101-520050-	BAXTER & WOODMAN	PROFESSIONAL SERVICES	$563.00	
					$2,505.00
313454	401-7101-550300-	BLA, INC	PROFESSIONAL SERVICES	$2,505.00	
					$4,095.00
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$260.00	
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$455.00	
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$585.00	
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$585.00	
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$845.00	
313457	101-7101-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$1,365.00	
					$678.08
313460	101-7101-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$678.08	
					$5.99
313461	101-7101-522150-	CANON U.S.A. INC	OFFICE MACHINES & ACCESS	$5.99	
					$29,482.83
313466	401-7101-550300-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$884.08	

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313466	401-7101-550300-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$25,518.75	
313466	426-7101-550250-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$3,080.00	
					$16,237.50
313467	426-7101-550250-	CIORBA GROUP, INC	PROFESSIONAL SERVICES	$16,237.50	
					$787.50
313475	101-7101-531400-	CONSERV FS INC	AGRICULTURAL SUPPLIES	$787.50	
					$17,113.50
313489	101-7101-520050-	ENGINEERING RESOURCE ASSOCIATES	PROFESSIONAL SERVICES	$17,113.50	
					$897.60
313492	101-7101-531450-	FERGUSON FACILITIES SUPPLY HP# 3400	VEH MAINTENANCE SUPPLY	$897.60	
					$16,598.50
313493	101-7101-521550-	FLECK'S LANDSCAPING	LANDSCAPING SERVICES	$7,165.00	
313493	101-7101-521550-	FLECK'S LANDSCAPING	LANDSCAPING SERVICES	$9,433.50	
					$701.30
313498	101-7101-531750-	GRAYBAR ELECTRIC COMPANY	STREET LIGHT SUPPLIES	$701.30	
					$496.79
313502	101-7101-531900-	HELLER LUMBER CO	STREET SUPPLIES	$496.79	
					$2,920.00
313504	101-7101-531800-	HIGH STAR TRAFFIC	STREET SIGN SUPPLIES	$2,920.00	
					$880.00
313514	101-7101-531400-	JCK CONTRACTORS	AGRICULTURAL SUPPLIES	$880.00	
					$142.86
313523	101-7101-531650-	LOWES COMMERCIAL SERVICES	STREET SUPPLIES	$15.90	
313523	101-7101-531700-	LOWES COMMERCIAL SERVICES	TRAFFIC SIGNAL SUPPLIES	$26.56	
313523	101-7101-531850-	LOWES COMMERCIAL SERVICES	SMALL TOOLS	$43.44	

VILLAGE OF ARLINGTON HEIGHTS

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313523	101-7101-531850-	LOWES COMMERCIAL SERVICES	SMALL TOOLS & EQUIPMENT	$56.96	
					$38.97
313526	101-7101-531400-	MATTS ACE HARDWARE	AGRICULTURAL SUPPLIES	$8.99	
313526	101-7101-531400-	MATTS ACE HARDWARE	AGRICULTURAL SUPPLIES	$29.98	
					$506.80
313534	101-7101-531900-	MULTIPLE CONCRETE ACCESSORIES	STREET SUPPLIES	$123.20	
313534	101-7101-531900-	MULTIPLE CONCRETE ACCESSORIES	STREET SUPPLIES	$383.60	
					$964.35
313537	101-7101-531750-	NEENAH FOUNDRY COMPANY	STREET LIGHTING	$964.35	
					$118.71
313540	101-7101-531550-	NORTHWEST ELECTRICAL SUPPLY CO	BUILDING MAINTENANCE SUPPLY	$118.71	
					$455.85
313543	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$25.14	
313543	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$52.46	
313543	101-7101-530050-	ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES	$378.25	
					$700.00
313577	401-7101-550300-	JOSEPH LUZIO	RESIDENT REIMBURSEMENT	$700.00	
					$896.60
313579	401-7101-550300-	RAUL RODRIGUEZ	RESIDENT REIMBURSEMENT	$896.60	
					$700.00
313580	401-7101-550300-	WILLIAM BAILEY	RESIDENT REIMBURSEMENT	$700.00	
					$626,042.38
313594	211-7101-550400-	SCHROEDER ASPHALT	CONSTRUCTION SERVICES	$626,042.38	
					$2,010.00
313596	515-7101-533050-	SERVICE SANITATION	EVENT SERVICES	$670.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313596	515-7101-533050-	SERVICE SANITATION	EVENT SERVICES	$670.00	
313596	515-7101-533050-	SERVICE SANITATION	EVENT SERVICES	$670.00	
					$163.23
313597	101-7101-531400-	SITEONE LANDSCAPE SUPPLY LLC	AGRICULTURAL SUPPLIES	$163.23	
					$1,101.12
313599	101-7101-531450-	STATE CHEMICAL SOLUTIONS	JANITORIAL SUPPLIES	$1,101.12	
					$4,770.00
313610	101-7101-531700-	TRAFFIC CONTROL CORP	TRAFFIC SIGNAL SUPPLY	$4,770.00	
					$4,232.21
313611	101-7101-531450-	ULINE INC	JANITORIAL SUPPLIES	$4,232.21	
					$126.44
313615	101-7101-522700-	VERIZON WIRELESS	ACCT 64202486400001	$126.44	
					$1,112.50
313619	101-7101-520050-	WEATHER WORKS, LLC	PROFESSIONAL SERVICES	$1,112.50	
					$375.00
313621	101-7101-522700-	WILSON CONSULTING	PROFESSIONAL SERVICES	$375.00	
					$330.00
802516	101-7101-522700-	AT & T	ACCT 84757754536603	$4.98	
802516	101-7101-522700-	AT & T	ACCT 84757754536603	$87.67	
802516	101-7101-522700-	AT & T	ACCT 84757757951551	$237.35	
					$1,822.50
802517	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1483465000	$141.07	
802517	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4858204000	$223.54	
802517	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7397572000	$223.70	
802517	101-7101-521500-	COMMONWEALTH EDISON	ACCT 8017024000	$549.57	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
		COMPANY			
802517	101-7101-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2318364000	$684.62	
					$382.84
802519	101-7101-521500-	NICOR	ACCT 15839647334	$53.61	
802519	101-7101-521500-	NICOR	ACCT 58401600000	$329.23	
					$293,381.65
902664	235-7101-550250-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$50,000.00	
902664	401-7101-550200-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$20,000.00	
902664	401-7101-550300-	BUILDERS PAVING LLC	CONSTRUCTION SERVICES	$223,381.65	
			DEPARTMENT 7101 TOTAL:	$1,066,160.07	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7201	**WATER AND SEWER ADMIN**					
						$3,398.59
		505-7201-521650-	APPLE STORE	OFFICE EQUIPMENT	$0.99	
		505-7201-521655-	ADOBE	OFFICE EQUIPMENT	($38.99)	
		505-7201-521655-	ADOBE	OFFICE EQUIPMENT	$428.93	
		505-7201-522020-	SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE	LICENSE RENEWAL	$64.00	
		505-7201-522030-	APWA ILLINOIS PUBLIC SERVICE	TRAVEL & TRAINING	$125.00	
		505-7201-522030-	APWA ILLINOIS PUBLIC SERVICE	TRAVEL & TRAINING	$500.00	
		505-7201-522030-	APWA ILLINOIS PUBLIC SERVICE	TRAVEL & TRAINING	$500.00	
		505-7201-531650-	WALMART	MISCELLANEOUS SUPPLIES	$47.70	
		505-7201-531650-	WALMART	MISCELLANEOUS SUPPLIES	$38.46	
		505-7201-550150-	AMETEK	EQUIPMENT MAINTENANCE	$1,732.50	
						$91.96
	313437	505-7201-531010-	AMAZON COM CAPITAL SERVICES	OFFICE SUPPLIES	$91.96	
						$625.60
	313457	505-7201-531900-	BUILDERS ASPHALT LLC	STREET SUPPLIES	$625.60	
						$39,325.83
	313460	505-7201-521360-	C C CARTAGE INC	DISPOSAL SERVICES	$22,354.08	
	313460	505-7201-521620-	C C CARTAGE INC	DISPOSAL SERVICES	$7,333.84	
	313460	505-7201-531900-	C C CARTAGE INC	DISPOSAL SERVICES	$9,637.91	
						$3,652.50
	313466	505-7201-520050-	CHRISTOPHER B BURKE LTD	PROFESSIONAL SERVICES	$3,652.50	
						$2.31
	313470	505-7201-522700-	COMCAST CABLE	ACCT 8771100720048980	$2.31	
						$79.15

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313472	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 3582102111	$79.15	
					$1,542.75
313475	505-7201-531400-	CONSERV FS INC	AGRICULTURAL SUPPLIES	$1,542.75	
					$5,216.70
313483	505-7201-521500-	DIRECT ENERGY BUSINESS MARKETING LLC	ACCT 1806639	$5,216.70	
					$13,322.82
313484	505-7201-521500-	DIRECT ENERGY BUSINESS MARKETING LLC	ACCT 1806641	$13,322.82	
					$818.36
313497	505-7201-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	$176.42	
313497	505-7201-531550-	GRAINGER W W INC	BUILDING MAINTENANCE SUPPLY	$641.94	
					$700.00
313500	505-7201-521350-	HBK WATER METER SERVICE INC	METER SUPPLIES & SERVICES	$230.00	
313500	505-7201-521350-	HBK WATER METER SERVICE INC	METER SUPPLIES & SERVICES	$230.00	
313500	505-7201-521350-	HBK WATER METER SERVICE INC	METER SUPPLIES & SERVICES	$240.00	
					$30.00
313513	505-7201-522030-	ILLINOIS WATER ENVIRONMENT ASSOCIATION	TRAVEL & TRAINING	$30.00	
					$408.77
313523	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	$17.06	
313523	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	$106.28	
313523	505-7201-531550-	LOWES COMMERCIAL SERVICES	BUILDING MAINTENANCE SUPPLY	$139.03	
313523	505-7201-531850-	LOWES COMMERCIAL SERVICES	WATER SUPPLIES	$48.26	
313523	505-7201-531850-	LOWES COMMERCIAL SERVICES	WATER SUPPLIES	$98.14	
					$23,375.70
313524	505-7201-521300-	M E SIMPSON CO INC	PROFESSIONAL SERVICES	$23,375.70	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$45.97
313526	505-7201-531850-	MATTS ACE HARDWARE	SMALL TOOLS & EQUIPMENT	$45.97	
					$618.87
313530	505-7201-531070-	MENARDS-LONG GROVE	SEWER SUPPLIES	$551.15	
313530	505-7201-531550-	MENARDS-LONG GROVE	BUILDING MAINTENANCE SUPPLY	$67.72	
					$11,117.96
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$651.68	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$1,035.00	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$1,035.00	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$1,076.08	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$1,560.00	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$2,832.20	
313532	505-7201-531010-	MID AMERICAN WATER OF WAUCONDA, INC.	WATER SUPPLIES	$2,928.00	
					$2,931.14
313581	505-7201-531550-	OZINGA READY MIX CONCRETE INC	BUILDING MAINTENANCE SUPPLY	$1,621.88	
313581	505-7201-531900-	OZINGA READY MIX CONCRETE INC	STREET SUPPLIES	$1,309.26	
					$6,484.80
313602	505-7201-520050-	SUBURBAN LABORATORIES INC	PROFESSIONAL SERVICES	$6,484.80	
					$1,260.00
313603	505-7201-522100-	SUMMIT PRINT SOLUTIONS	PRINTING SERVICES	$1,260.00	
					$112.93
313616	505-7201-530350-	VERONICA TREVINO	REIMBURSEMENT	$112.93	
					$8,140.00
313618	505-7201-521655-	WATERLY LLC	OFFICE EQUIPMENT	$8,140.00	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$1,112.50
313619	505-7201-520050-	WEATHER WORKS, LLC	PROFESSIONAL SERVICES	$1,112.50	
					$170.00
313620	505-7201-531070-	WELCH BROS INC	WATER SUPPLIES	$170.00	
					$245.05
313625	505-7201-531850-	ZORO TOOLS INC	SMALL TOOLS & EQUIPMENT	$245.05	
					$65.92
802516	505-7201-522700-	AT & T	ACCT 84743746858567	$32.96	
802516	505-7201-522700-	AT & T	ACCT 84743746842777	$32.96	
					$2,909.06
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0766943000	$42.83	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 4873432222	$58.77	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 7839129000	$62.20	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6652766000	$69.63	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 2471022222	$105.86	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 0085022222	$133.39	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 6000042222	$150.70	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8275568111	$171.79	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 1624693000	$349.97	
802517	505-7201-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8556642222	$1,763.92	
					$3,180.97
802518	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050216	$1,483.06	
802518	505-7201-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050214	$1,697.91	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$207.88
802519	505-7201-521500-	NICOR	ACCT 58544400003	$59.39	
802519	505-7201-521500-	NICOR	ACCT 90920700003	$148.49	
			DEPARTMENT 7201 TOTAL:	$131,194.09	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7301	**PARKING ADMIN**					
						$419.16
	313486	235-7301-521110-	ECO CLEAN MAINTENANCE INC	PROFESSIONAL SERVICES	$419.16	
						$90.64
	802517	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 9730174000	$27.29	
	802517	235-7301-521500-	COMMONWEALTH EDISON COMPANY	ACCT 8899825000	$63.35	
				DEPARTMENT 7301 TOTAL:	$509.80	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7302	**PARKING VAIL ST. GARAGE OPER**					
						$1,327.34
	313486	235-7302-521110-	ECO CLEAN MAINTENANCE INC	PROFESSIONAL SERVICES	$1,327.34	
						$160.82
	802516	235-7302-521500-	AT & T	ACCT 84725309782425	$160.82	
				DEPARTMENT 7302 TOTAL:	$1,488.16	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7303	**PARKING NORTH GARAGE OPER**					
						$1,327.34
	313486	235-7303-521110-	ECO CLEAN MAINTENANCE INC	PROFESSIONAL SERVICES	$1,327.34	
				DEPARTMENT 7303 TOTAL:	$1,327.34	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7304	**PARKING EVERGREEN ST GAR OPER**					
						$419.16
	313486	235-7304-521110-	ECO CLEAN MAINTENANCE INC	PROFESSIONAL SERVICES	$419.16	
						$942.37
	802518	235-7304-521500-	CONSTELLATION NEW ENERGY INC	ACCT 1050222	$942.37	
				DEPARTMENT 7304 TOTAL:	$1,361.53	

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	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 7501	**MUNICIPAL FLEET SVCS ADMIN**					
						$640.48
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$0.90	
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$11.70	
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$16.10	
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$27.80	
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$40.00	
		621-7501-521070-	ILLINOIS TOLLWAY	TOLLS	$40.00	
		621-7501-522030-	ASE BLUE SEAL RECOGNITION PROGAM	TRAVEL & TRAINING	$211.00	
		621-7501-531500-	UTILIMASTER	VEH MAINTENANCE SUPPLY	$62.00	
		621-7501-531500-	EBAY	VEH MAINTENANCE SUPPLY	$230.98	
						$233.79
	313437	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$38.28	
	313437	621-7501-531500-	AMAZON COM CAPITAL SERVICES	VEH MAINTENANCE SUPPLY	$195.51	
						$291.09
	313440	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	$85.61	
	313440	621-7501-531510-	ARLINGTON HTS FORD	VEH MAINTENANCE SUPPLY	$205.48	
						$19.60
	313442	621-7501-531510-	ARLINGTON POWER EQUIPMENT	VEH MAINTENANCE SUPPLY	$19.60	
						$18.71
	313458	621-7501-531510-	BUMPER TO BUMPER	VEH MAINTENANCE SUPPLY	$18.71	
						$1,087.12
	313464	621-7501-531510-	CERTIFIED LABORATORIES	VEH MAINTENANCE SUPPLY	$1,087.12	
						$212.32
	313465	621-7501-531510-	CHICAGO PARTS & SOUND ENTERPRISES	VEH MAINTENANCE SUPPLY	($11.00)	

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313465	621-7501-531510-	CHICAGO PARTS & SOUND ENTERPRISES	VEH MAINTENANCE SUPPLY	$223.32	
					$102.86
313468	621-7501-521360-	CITY WELDING SALES & SERVICE	EQUIPMENT RENTAL	$102.86	
					$1,675.00
313478	621-7501-522030-	CUMMINS SALES & SERVICE	TRAVEL & TRAINING	$1,675.00	
					$264.04
313494	621-7501-531510-	FORCE AMERICA DISTRIBUTING LLC	VEH MAINTENANCE SUPPLY	$264.04	
					$151.00
313508	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	$151.00	
					$151.00
313509	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	$151.00	
					$151.00
313510	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	$151.00	
					$151.00
313511	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	$151.00	
					$151.00
313512	621-7501-521070-	IL SECRETARY OF STATE	VEHICLE REGISTRATION	$151.00	
					$2,427.83
313518	621-7501-531510-	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	$111.90	
313518	621-7501-531510-	LEACH ENTERPRISES INC	VEH MAINTENANCE SUPPLY	$2,315.93	
					$764.67
313525	621-7501-531510-	MACQUEEN EMERGENCY GROUP	VEH MAINTENANCE SUPPLY	$764.67	
					$116.12
313527	621-7501-531510-	MC CANN INDUSTRIES	VEH MAINTENANCE SUPPLY	$116.12	
					$681.54

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CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$25.78	
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$34.80	
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$38.96	
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$96.86	
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$168.47	
313529	621-7501-531510-	MC MASTER CARR SUPPLY CO	VEH MAINTENANCE SUPPLY	$316.67	
					$66.62
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($128.35)	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($72.00)	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($45.34)	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($14.70)	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($13.91)	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$9.56	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$14.40	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$16.16	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$142.00	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$145.83	
313536	621-7501-531510-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	($193.93)	
313536	621-7501-531850-	NAPA AUTO PARTS	VEH MAINTENANCE SUPPLY	$206.90	
					$134.44
313541	621-7501-531510-	NORTHWEST FREIGHTLINER	VEH MAINTENANCE SUPPLY	$134.44	
					$2,404.99
313598	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$44.40	
313598	621-7501-531510-	STANDARD EQUIPMENT CO	VEH MAINTENANCE SUPPLY	$2,360.59	
					$73.00
313605	621-7501-521020-	SYN-TECH SYSTEMS INC	EQUIPMENT MAINTENANCE	$73.00	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
					$60.33
313606	621-7501-531510-	TERMINAL SUPPLY CO	VEH MAINTENANCE SUPPLY	$60.33	
					$190.92
313612	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	$95.46	
313612	621-7501-530350-	UNIFIRST CORPORATION	CLOTHING & APPAREL	$95.46	
					$789.00
313622	621-7501-521070-	WINDSHIELD PROS INC	EQUIPMENT MAINTENANCE	$789.00	
					$217.44
313625	621-7501-530050-	ZORO TOOLS INC	OFFICE SUPPLIES	$119.94	
313625	621-7501-531510-	ZORO TOOLS INC	VEH MAINTENANCE SUPPLY	$97.50	
			DEPARTMENT 7501 TOTAL:	$13,226.91	

VILLAGE OF ARLINGTON HEIGHTS

WARRANT REGISTER

CHECK DATE: 8/30/2025

	CHECK #	ACCOUNT #	VENDOR NAME/#	DESCRIPTION	AMOUNT	TOTAL AMOUNT
Department 9001	**CAPITAL ADMIN**					
						$84,000.00
	313438	505-9001-550250-	AMERICAN FENCE PROFESSIONALS	PROFESSIONAL SERVICES	$84,000.00	
						$7,970.00
	313485	505-9001-550250-	DIXON ENGINEERING	PROFESSIONAL SERVICES	$1,000.00	
	313485	505-9001-550250-	DIXON ENGINEERING	PROFESSIONAL SERVICES	$6,970.00	
						$7,674.64
	313500	505-9001-550250-	HBK WATER METER SERVICE INC	METER SERVICES & SUPPLY	$7,674.64	
						$4,305.75
	313532	505-9001-550250-	MID AMERICAN WATER OF WAUCONDA, INC.	CONSTRUCTION SERVICES	$1,413.75	
	313532	505-9001-550250-	MID AMERICAN WATER OF WAUCONDA, INC.	CONSTRUCTION SERVICES	$2,892.00	
						$87,405.80
	313587	505-9001-550250-	PROFESSIONAL METERS, INC	METER SERVICES & SUPPLY	$87,405.80	
						$21,719.00
	313614	505-9001-550250-	UNITED SYSTEMS	METER SERVICES & SUPPLY	$21,719.00	
				DEPARTMENT 9001 TOTAL:	$213,075.19	
				WARRANT TOTAL:	**$2,289,565.62**	

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Resolution Approving a Vehicle Purchase for the Building & Life Safety Department

Department: Public Works & Engineering

Item Description:

The approved 2025 Capital budget includes $36,393 for the replacement of one SUV assigned to the Building and Life Safety Department. This vehicle is used daily for conducting permit inspections and related field operations. The current SUV is 10 years old and has been evaluated by Fleet Services technicians, who determined that it is no longer cost-effective to maintain due to its age and rising repair needs. While staff routinely considers repurposed Police Interceptors for these types of replacements, no suitable vehicles were available in the Village's vehicle pool.

Staff is proposing to purchase one 2026 Ford Escape Plugin Hybrid for a total cost of $33,893. Staff leveraged competitive pricing through the Suburban Purchasing Cooperative (SPC). SPC is a joint purchasing cooperative similar to Northwest Municipal Conference that uses multiple government agencies and collaborative purchasing to obtain more competitive bid pricing. Staff regularly reviews multiple conferences and dealers to maximize savings for these types of vehicle purchases. This year's winning bidder is Currie Motors Ford of Frankfort, Illinois. The Village has worked with Currie Motors in the past and found them to be acceptable.

The current SUV will be surplused through public auction in accordance with Village policy.

Funds are available for these purchases in Account No. 621-9003-550050 (VH9510).

RECOMMENDATION

It is recommended that the Village Board approve the purchase of one 2026 Ford Escape Plugin Hybrid vehicle for $33,893, from Currie Motors Ford of Frankfort, Illinois, as authorized in the attached Resolution, and execute the necessary documents.

ATTACHMENTS:

1 20250902_Resolution_Approving_Vehicle_Purchase_Building_Dept_Inspec
. tions_and_attachment

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF 2026 HYBRID FORD ESCAPE VEHICLE FROM CURRIE MOTORS FORD OF FRANKFORT, ILLINOIS

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the Northwest Municipal Conference (*"NWMC"*), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative (*"SPC"*) which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village of Arlington Heights has identified the need to procure a 2026 Hybrid Ford Escape vehicle; and

WHEREAS, the SPC sought bids for the award of the contract for the purchase of one Hybrid Ford Escape vehicle (*"Purchase Contract"*); and

WHEREAS, the SPC identified Currie Motors Ford of Frankfort, Illinois, as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village now desires to purchase the 2026 Hybrid Ford Escape vehicle, in a total amount not to exceed $33,893; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase the 2026 Hybrid Ford Escape vehicle from Currie Motors Ford, in a total amount not to exceed $33,893, in accordance with the SPC and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of the 2026 Hybrid Ford Escape vehicle from Currie Motors Ford, in a total amount not to exceed $33,893, in accordance with the SPC and the Purchase Contract, is hereby approved.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section 2 of this Resolution.

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

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 20__.

_____
Village President

ATTEST:

_____
Village Clerk

Prepared for: , Village of Arlington Heights

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615

Client Proposal

Prepared by:
Nic Cortellini
Office: 815-464-9200
Email: ncortellini@curriemotors.com
Quote ID: 2026-Arl
Date: 08/19/2025

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty	96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Arlington Heights
Prepared by: Nic Cortellini
08/19/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

Major Equipment

(Based on selected options, shown at right)

CVT

Exterior: Agate Black Metallic

Interior: Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats

* 18 x 7-inch front and rear machined w/painted accents aluminum wheels
* P225/60RH18 AS BSW front and rear tires
* Overdrive transmission
* Lock-up transmission
* Transmission electronic control
* Stainless steel quasi-dual exhaust with chrome tailpipe finisher
* AdvanceTrac all-speed ABS and driveline traction control
* Lead acid battery
* Battery run down protection
* Injection Type: sequential MPI
* Fuel tank capacity: 11.10 gal.
* Auto stop-start engine
* Driver selectable drivetrain mode
* Connected Navigation integrated navigation system with voice activation
* Steering wheel mounted audio controls
* Wireless audio streaming
* 13.2 inch primary display
* SiriusXM AM/FM/Satellite radio
* AM/FM/satellite
* Seek scan
* Radio data system (RDS)
* SYNC 4 external memory control
* Internet radio capability
* 3 month satellite trial subscription
* Vehicle body length: 180.5"
* Wheelbase: 106.7"
* Interior cargo length: 68.3 "
* Standard ride suspension
* Trip computer
* Rear window defroster
* Power door mirrors
* Heated driver and passenger side door mirrors
* Manual folding door mirrors
* DRL preference setting
* LED daytime running lights
* LED brake lights

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$35,400.00
Equipment Group 700A	N/C
Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid	Included
Transmission: eCVT	Included
2.91 Axle Ratio	Included
GVWR: TBD	Included
Tires: 225/60R18 AS BSW	Included
Wheels: 18" Machined-Face Magnetic Aluminum	Included
Heated Vinyl/Cloth Front Sport Contour Bucket Seats	Included
Monotone Paint Application	STD
106" Wheelbase	STD
Radio: AM/FM Stereo	STD
SYNC 4 w/Enhanced Voice Recognition	Included
Ford App	Included
Agate Black Metallic	N/C
Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats	N/C
Front License Plate Bracket	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Arlington Heights
Prepared by: Nic Cortellini
08/19/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

Major Equipment

* Deep tinted windows
* Speed sensitive wipers
* Dual-zone front climate control
* Driver front impact airbag
* Passenger front impact airbag
* Personal Safety System airbag occupancy sensor
* AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
* SecuriLock immobilizer
* 60-40 folding rear seats
* Front facing rear seat
* Rear seats with manual fore and aft
* Manual rear seat head restraint control
* Split-bench rear seat
* Bucket front seats
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Power height adjustable driver seat
* Manual reclining passenger seat
* Cloth and vinyl front seat upholstery
* Driver seat with 2-way power lumbar
* Variable intermittent front windshield wipers
* Automatic climate control
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* 7 airbags
* Manual rear child safety door locks
* Fixed rear seats
* Manual reclining rear seats
* Fold forward rear seatback
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* Rear seat center armrest
* Driver seat with 6-way directional controls
* Height adjustable front seat head restraints
* Sport front bucket seats
* Power reclining driver seat
* Power driver seat fore/aft control
* Manual passenger seat fore/aft control
* Vinyl front seatback upholstery
* Heated driver and front passenger seats

As Configured Vehicle

	MSRP
SUBTOTAL	$35,400.00
Destination Charge	$1,495.00
TOTAL	**$36,895.00**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

Major Equipment

* 4-wheel disc brakes
* 4-wheel antilock (ABS) brakes
* Electronic parking brake
* Brake assist system
* Hill start assist

Fuel Economy

City
N/A

Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Arlington Heights
Prepared by: Nic Cortellini
08/19/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U0E	Base Vehicle Price (U0E)	$35,400.00
Packages		
700A	Equipment Group 700A *Includes:* *- Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid* *- Transmission: eCVT* *- 2.91 Axle Ratio* *- GVWR: TBD* *- Wheels: 18" Machined-Face Magnetic Aluminum* *Includes painted pockets.* *- Tires: 225/60R18 AS BSW* *- Heated Vinyl/Cloth Front Sport Contour Bucket Seats* *Includes 8-way power driver (fore/aft, up/down, recline, lumbar) and 4-way manual front passenger (fore/aft with manual recline).*	N/C
Powertrain		
991	Engine: 2.5L iVCT Atkinson Cycle I-4 Hybrid	Included
445	Transmission: eCVT	Included
STDAX	2.91 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/60R18 AS BSW	Included
STDWL	Wheels: 18" Machined-Face Magnetic Aluminum *Includes painted pockets.*	Included
Seats & Seat Trim		
H	Heated Vinyl/Cloth Front Sport Contour Bucket Seats *Includes 8-way power driver (fore/aft, up/down, recline, lumbar) and 4-way manual front passenger (fore/aft with manual recline).*	Included
Other Options		
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

As Configured Vehicle (cont'd)

Code	Description	MSRP
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	STD
	SiriusXM service is not available in Alaska and Hawaii.	
	Includes 6 speakers, speed compensated volume, steering wheel mounted controls and SiriusXM with 360L with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. 2020 Sirius XM Inc. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.	
	Includes: *- SYNC 4 w/Enhanced Voice Recognition* *Includes 13.2" LCD capacitive touch-screen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, wireless Apple CarPlay and Android Auto, digital owners manual.* *- Ford App* *Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start, lock and unlock, locate parked vehicle and check vehicle status (the Ford app is required for remote features (see Ford app terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation).*	
153	Front License Plate Bracket *Standard in states requiring two license plates and optional to all others.*	N/C

Exterior Color

UM_03	Agate Black Metallic	N/C

Interior Color

HB_03	Ebony w/Heated Vinyl/Cloth Front Sport Contour Bucket Seats	N/C

Upfit Options

01	License and Title (M-Plates)	$203.00
02	Delivery More than 50 Miles	$185.00

SUBTOTAL	$35,788.00
Destination Charge	$1,495.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		$37,283.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:
Village of Arlington Heights
Prepared by: Nic Cortellini
08/19/2025

Currie Motors Ford of Valpo | 2052 Morthland Drive Valparaiso Indiana | 463855439

2026 Escape 4dr FWD PHEV (U0E)

Price Level: 615 | Quote ID: 2026-Arl

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$35,400.00
Options	$0.00
Colors	$0.00
Upfitting	$388.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,495.00
Subtotal	$37,283.00
Discount Adjustments	
Discount Adjustments	-$3,390.00
Total	$33,893.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Resolution Approving the Fire Station #4 - Kitchen Area Remodel
Department: Public Works & Engineering

Item Description:

The 2025 Capital Budget includes $100,000 to remodel the kitchen at Fire Station #4. While not original to the building's 1971 construction, the existing kitchen is approximately 20 years old and is in need of renovation. The kitchen is subjected to heavy use by the firefighters (33) assigned to the station across three different shifts. This constant utilization has accelerated wear on cabinets, appliances, and finishes.

As part of this remodel, staff is proposing to install higher-quality, durable materials—including cabinets, countertops, flooring, and appliances—that can better withstand the demands of daily use. To ensure the best value and remain within budget, Public Works and Engineering and Fire Department staff will serve as the general contractor on the project.

Staff obtained multiple quotes for each specific component of the project. Although some of the items listed below fall within staff's spending authority, Board approval is required, because the total project cost exceeds this spending authority. Staff is also seeking a waiver of bids, because the work was not bid as a single, comprehensive project, to enable staff to directly manage the project, thereby, saving significant project management fees.

Itemized Project Costs

- Flooring: Flooring Coverings International – $6,971
- Cabinets: Brakur – $25,811.79
- Countertop/Backsplash: Hardroc – $21,574
- Painting: CRF Painting – $3,800
- Appliances: ABT – $14,588.01
- Cabinet Demo and Installation: K. Kucia Carpentry – $8,880
- Plumbing/Electrical: To be performed by in-house staff - $8,200 (materials)

Total Project Cost: $89,824.80

Funding for this project is available in Account No. 401-7101-5500200 (BL9505).

RECOMMENDATION

It is recommended that the Village Board waive the formal bidding process and authorize staff to proceed with the individual purchases for the Fire Station #4 Kitchen Remodel project, in an amount not to exceed the $89,824.80 budgeted in the 2025 Capital Budget, as authorized in the attached Resolution.

ATTACHMENTS:

1. 20250902_Fire_Station_4_Kitchen_Remodel_Resolution_and_attachments

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AWARD OF MULTIPLE CONTRACTS
FOR THE FIRE STATION #4 KITCHEN REMODEL TO THE CONTRACTORS LISTED BELOW

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

WHEREAS, in July 2025, Village Staff identified the need for a Kitchen Remodel at Fire Station #4; and

WHEREAS, the following contractors;

- Flooring Coverings International of Lombard, Illinois,
- Brakur Custom Cabinetry Inc. of Shorewood, Illinois,
- Hardroc, Inc. of Wheeling, Illinois,
- CRF Painting & Decorating Solutions of Des Plaines, Illinois,
- ABT of Glenview, Illinois,
- K. Kucia Carpentry, LLC of Downers Grove, Illinois,

(*"Contractors"*) provided quotes to the Village for the remodel of Fire Station #4 for furnishing materials and labor/installation where specified, in a total amount of $89,824.80 (*"Contracts"*); and with the plumbing and electrical work provided in-house by Public Works and Engineering staff; and

WHEREAS, the Village President and Board of Trustees have determined that it is appropriate to waive the advertising requirements set forth in Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, for the Contracts with the Contractors listed for the Fire Station #4 Remodel; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contracts with the Contractors listed for the Fire Station #4 Remodel will serve and be in the best interest of the Village and its employees;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Contracts for the labor, materials, and installations, as noted above for the Fire Station #4 remodel are hereby waived in accordance with Section 8-9-1 of the Illinois Municipal Code and the home rule powers of the Village.

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

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

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

AYES:

NAYS:

PASSED AND APPROVED THIS ___ day of _____, 2025.

_____

Village President

ATTEST:

_____

Village Clerk

EXHIBIT A

CONTRACT

Printing Date: 8/8/2025
Customer: Chris Rymut (Arlington Heights FD Station 4)
Proposal: LVP (no Tile demo) - NO ADMIN (PN#1165351)
Project: June 4, 2025
Address: 3030 North Arlington Heights Road Arlington Heights, United States,IL - 60004
Cell Phone: 630-742-5909 Cell
Personal E-mail: crymut@vah.com

FLOOR COVERINGS international

Floor Coverings International of Oak Brook
270 Eisenhower Lane N, Suite 5B
Lombard, IL 60148
(630) 426-1889
mike.gagliano@fcifloors.com

Who is Floor Coverings International?

We would like to thank you for giving us the opportunity to inspire you with your new flooring project. At Floor Coverings International, our mission is to provide an exceptional service experience. From your flooring design consultation to installation we will not only inspire your dreams, but we will bring them to life in your home. Our proprietary collection of first quality flooring selections including Carpet, Hardwood, Tile, Laminate, Vinyl, Area Rugs and Eco-Friendly options are brought to you from major manufacturers, ensuring they will perform to the highest industry standards.

For more information about our data collection and privacy practices, visit us at floorcoveringsinternational.com/privacy/.

Satisfaction Guarantee

-Floor Coverings International of Oak Brook is dedicated to your satisfaction with your new floors and we stand behind our installation for 2 years from date of install.

Kitchen, Hall, Hall2, Foyer

Description / SKU
Hard Surface Freight / MOBHSFT
Basic Subfloor Prep / MOBBSF
Straight Vinyl Plank Glue Down Installation / MOBSVTPI
Vinyl PlankTile Adhesive / MOBVPTA
INFINITE 20 (2.5mm 7x48) - COLOR TBD / 3349V
Transition Strip - COLOR TBD / MOBTS
Install Transition / MOBITS
Removal & Haul Away of Existing Tile Base / MOBREINTB
Cove Base, 6in with Toe - COLOR TBD / MOBCB
Install Cove Base / MOBICB
Cove Base Adhesive / WBADHES

Other Information

-New flooring and flooring replacement in Illinois does not require us to pull permits from your municipality.

Grand Totals

Price	Tax	Total	Deposit	Balance
$6971.58	$0.0	$6971.58	$3485.79	$3485.79

Signature

Authorized Signature | Date 8/8/25 | Customer's Signature | Date

SATISFACTION GUARANTEE

Floor Coverings International (FCI) sets standards of acceptability on floor covering products and subcontracted installation services which exceed industry standards. Floor covering products carry specific manufacturer warranties; some of these warranties include wear warranties, stain resistance warranties, and flame retardant properties. Ask your FCI representative for the warranties applicable to the product you purchased. Installation warranties are provided by the installation company contracted to install your flooring. FCI uses reasonable efforts to contract with reputable installation companies who guarantee their work, but is not liable for the conduct of the installation firm.

DISPUTES

Should litigation occur, all parties agree, the non-prevailing party shall incur the reasonable attorney fees and cost of litigation of the prevailing party. Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

TERMS AND CONDITIONS

Each FCI franchise is independently owned and operated under the FCI trademark. Subject to the terms and conditions herein stated, Seller agrees to sell and deliver to Buyer, and Buyer agrees to accept, the merchandise herein described. Until the total purchase (and installation) price is paid in full, title to and ownership of the property purchased under this contract shall be and remain in the FCI representative and shall only vest in the Buyer after such payment in full.

1. Buyer agrees that deposits made on special orders or cut orders cannot be refunded. **BUYER FURTHER AGREES THAT BUYER MAY CANCEL A CONTRACT FOR PURCHASE OF GOODS BEFORE INSTALLATION ONLY, AND THAT SELLER WILL RETURN ALL MONIES DEPOSITED, LESS 25% FOR RESTOCKING, MEASURING AND FREIGHT CHARGES.**

2. Buyer agrees to reimburse Seller for all reasonable expenses incurred in the collection of any unpaid contract balance, including reasonable attorney's fees.

3. Buyer agrees that Seller will not be responsible for delays or failures in delivery or installation caused by strikes or other causes beyond Seller's control; that Seller is not responsible for consequential damages, and that Seller is not responsible for shortages of material when sale was based on measurements or plans submitted by Buyer.

4. Buyer agrees to allow Seller to inspect and endeavor to correct any condition complained of, and that refusal to allow either constitutes a waiver of Buyer's rights to assert a claim or file suit against Seller.

5. Buyer and Seller agree that this contract is the complete agreement between the parties, and that everything which the Buyer expects the Seller to perform is written hereon; Buyer and Seller further agree that this contract can be modified in writing only.

6. ~~Buyer hereby agrees that the terms of payment shall be Cash on Delivery, unless other arrangements are made and noted hereon; Buyer further agrees that late payments shall be subject to 1 1/2% per month (18% per annum) delinquency charge on any unpaid contract balance, calculated from date of delivery.~~ Prompt Pyment Law

7. All merchandise subject to commercially acceptable dye lot variations as defined by industry standards. Labor does not include cutting off any doors that do not clear carpet. We are not responsible for breakage in removal and replacing of shoe mouldings. All rug sizes are approximate.

BUYER'S RIGHT TO CANCEL

FCI wants you to join the ranks of our satisfied customers. If for any reason, you are unhappy with your order, you have the right to cancel and we are furnishing you with this Buyer's Right to Cancel:

Customer may cancel this transaction without any penalty or obligation within three (3) business days following the above date. If Customer so cancels, any property traded in, any payments made by Customer under this Sales Agreement, and any negotiable instrument executed by Customer will be returned within ten (10) business days following the receipt by FCI of the cancellation notice, and any security interest arising out of the transaction will be cancelled.

If Customer cancels, it must make available to FCI at Customer's residence, in substantially as good condition as when received, any goods delivered to Customer under this Sales Agreement; or Customer may, as its option, comply with FCI's instructions regarding the return shipment of the goods at FCI's expense and risk.

If Customer so makes the goods available and FCI does not pick them up within twenty (20) days of the date of the notice of cancellation, Customer may retain or dispose of the goods without any further obligation. If Customer fails to make the goods available, or if Customer agrees to return the goods to FCI and fails to do so, then Customer remains liable for performance of all obligations under this Sales Agreement.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any written notice, or send a telegram to Floor Coverings International, _____ not later than midnight of _____ (date).

I hereby cancel this transaction.

_____ DATE

_____ CUSTOMER'S SIGNATURE

Brakur Custom Cabinetry, Inc.
18656 ROUTE 59 * SHOREWOOD, ILLINOIS 60431
PHONE 815-436-4970 * 630-355-2244 * FAX 815-436-1813

Proposal

May 27, 2025

Arlington Heights Fire Department
3030 N. Arlington Heights Road
Arlington Heights, IL

Custom Kitchen Cabinetry as per attached drawings in the following:

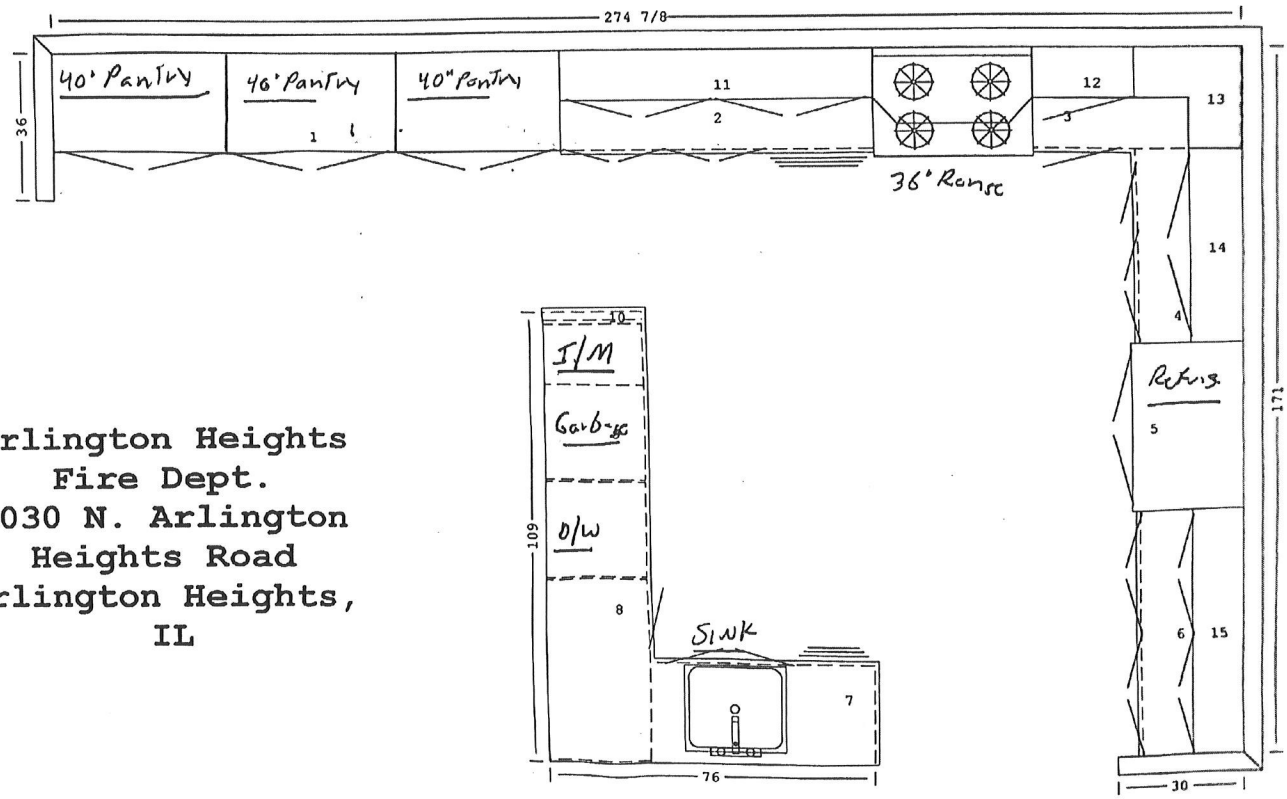
- Augusta or Similar Group 2 Door Styles
- Maple Wood
- All Wood Construction
- Standard Stained Finish
- Full Overlay, Soft Close Hinges
- Wood Dovetail, Soft Close Drawers
- Group A, B or C Hardware
- Upper Cabinets to Ceiling
- 3 ¼' Concave Crown
- Deep Refrigerator Cabinets with Side Panels
- 3 – 40" Wide Pantry Cabinets with Adjustable Shelves
- 2 Can Garbage Rollout
- Blind Corner Turnout
- 2 -3 Drawer Banks
- Tray Cabinet
- No Countertops

$25,811.79

All Prices Include Delivery. No Installation, Tax Exempt.
Prices Good For 14 Days.

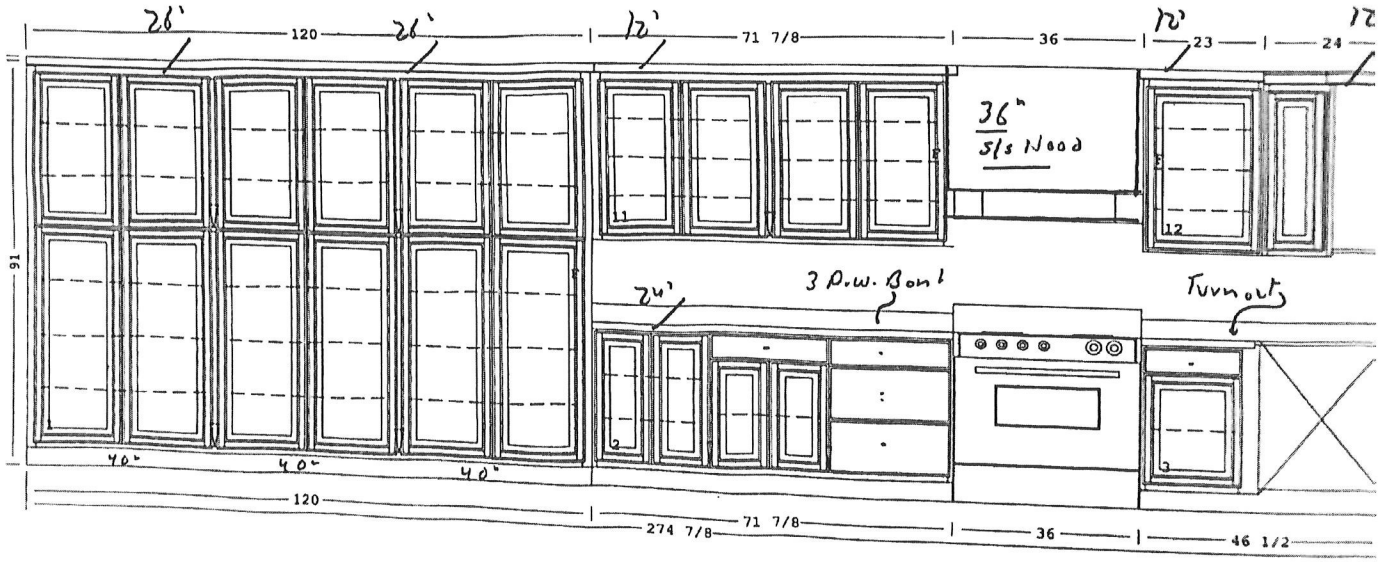
Mike Wiles, Sales/Design
815-212-4186 * mikewiles721@gmail.com

BRAKUR



Arlington Heights
Fire Dept.
3030 N. Arlington
Heights Road
Arlington Heights,
IL

Mike WIles
Sales/Design
Brakur Custom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Turnout
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71 7/8
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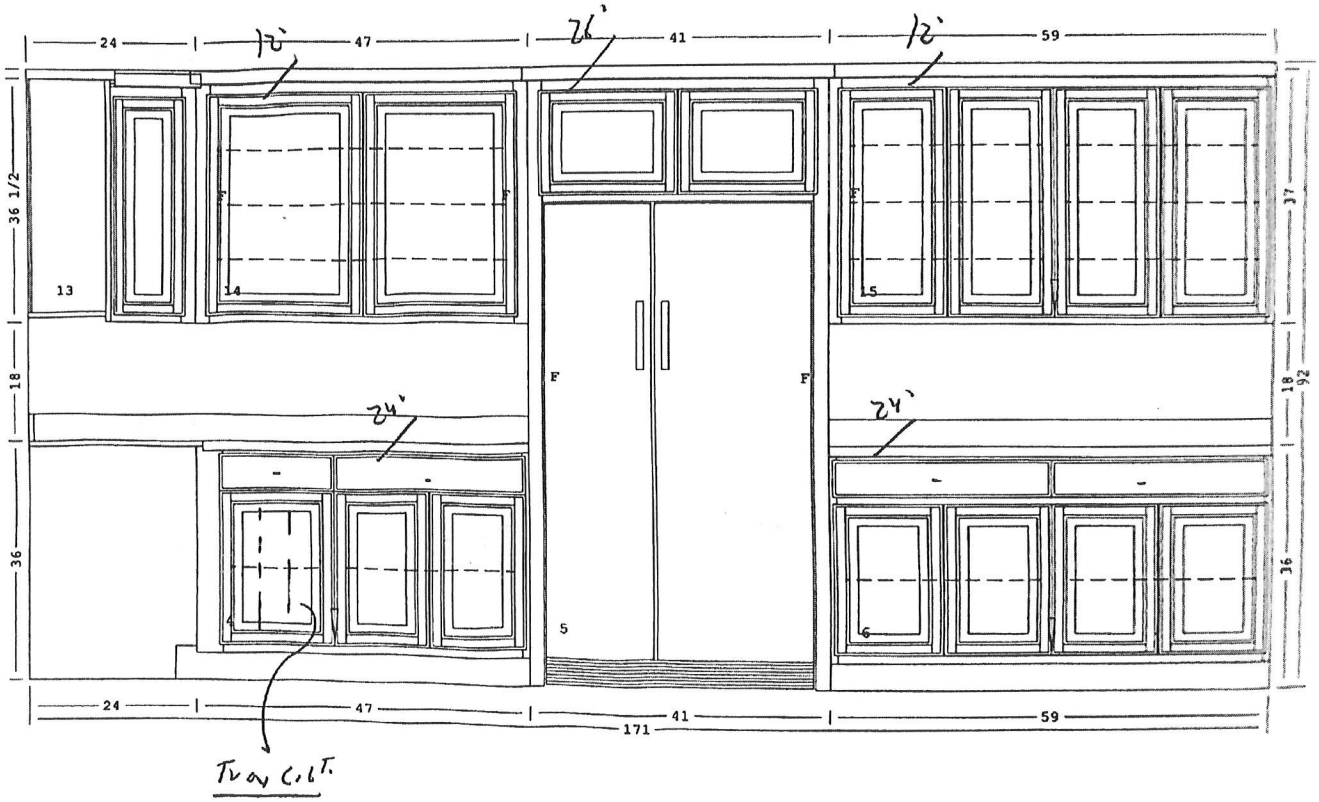
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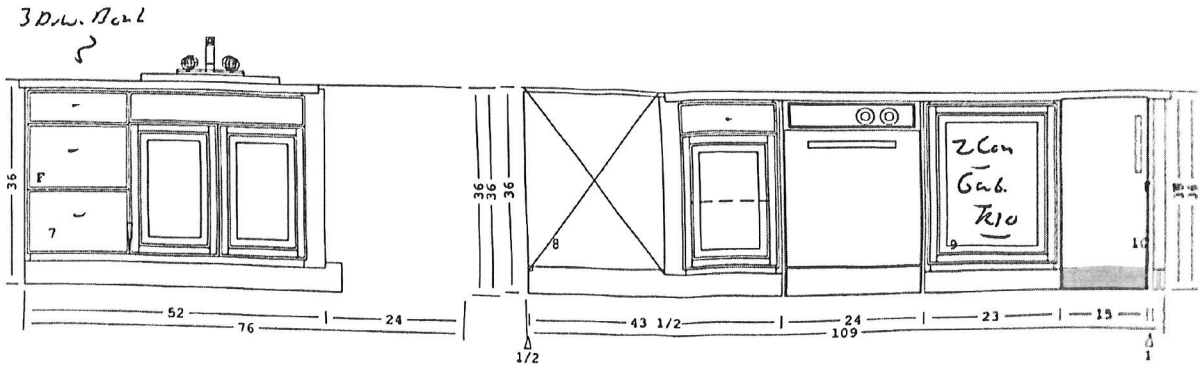
Peninsula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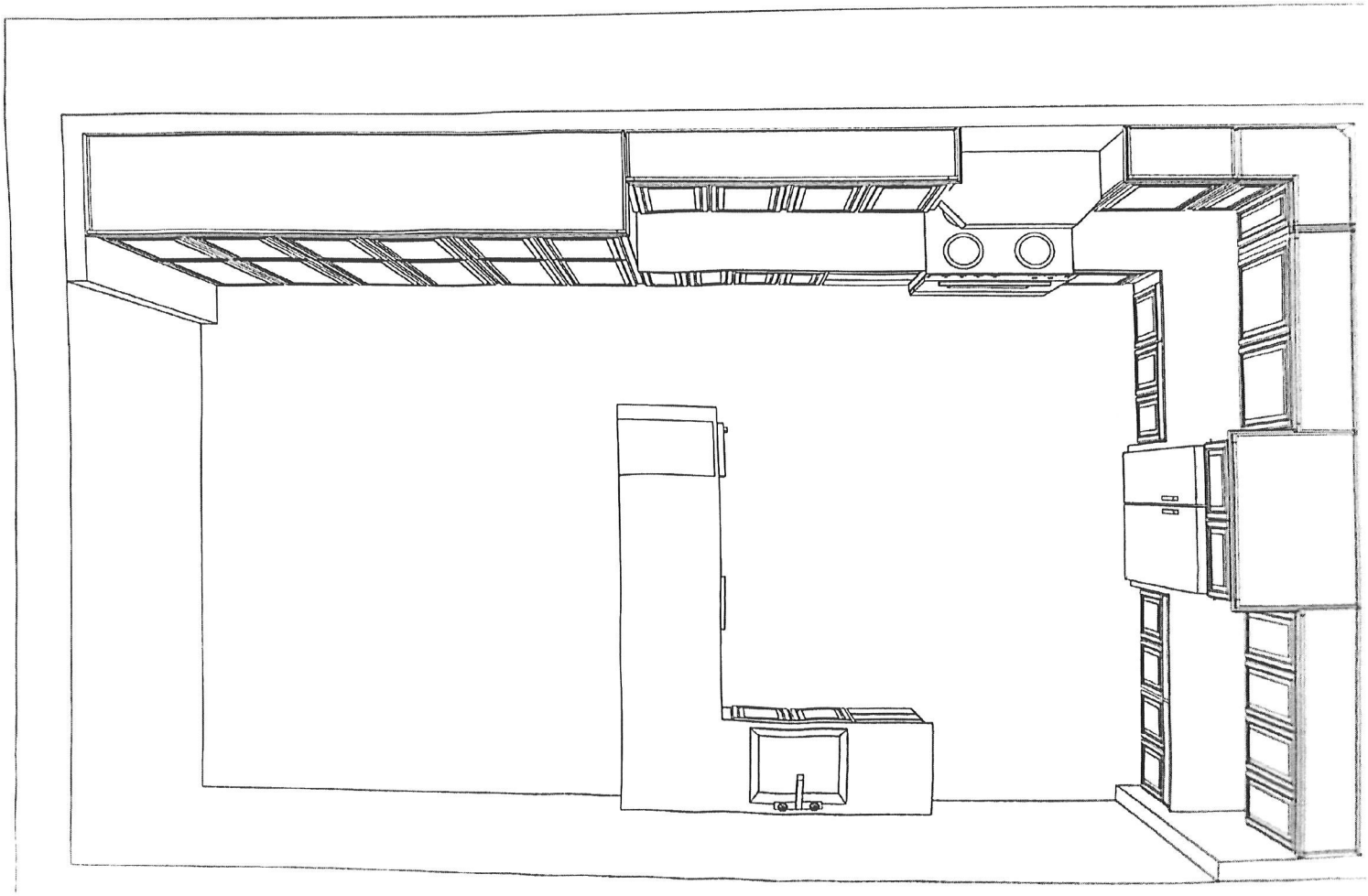

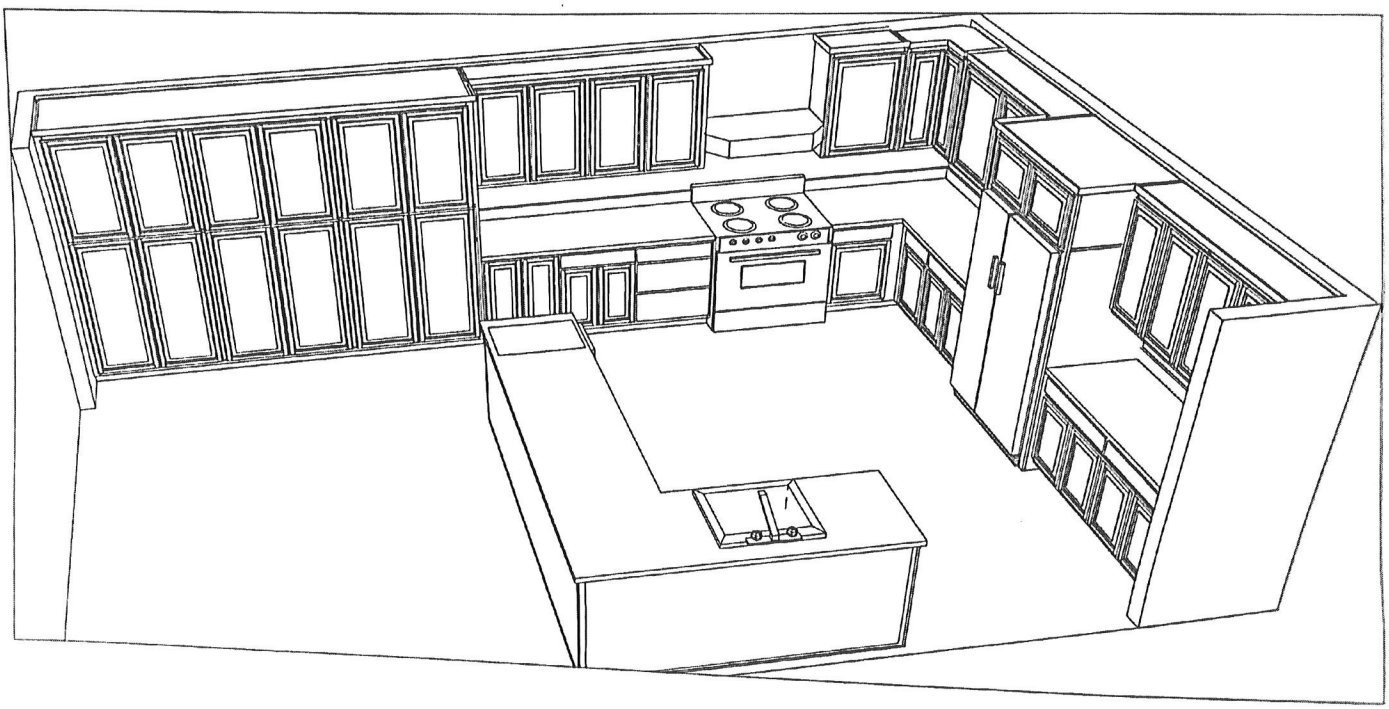

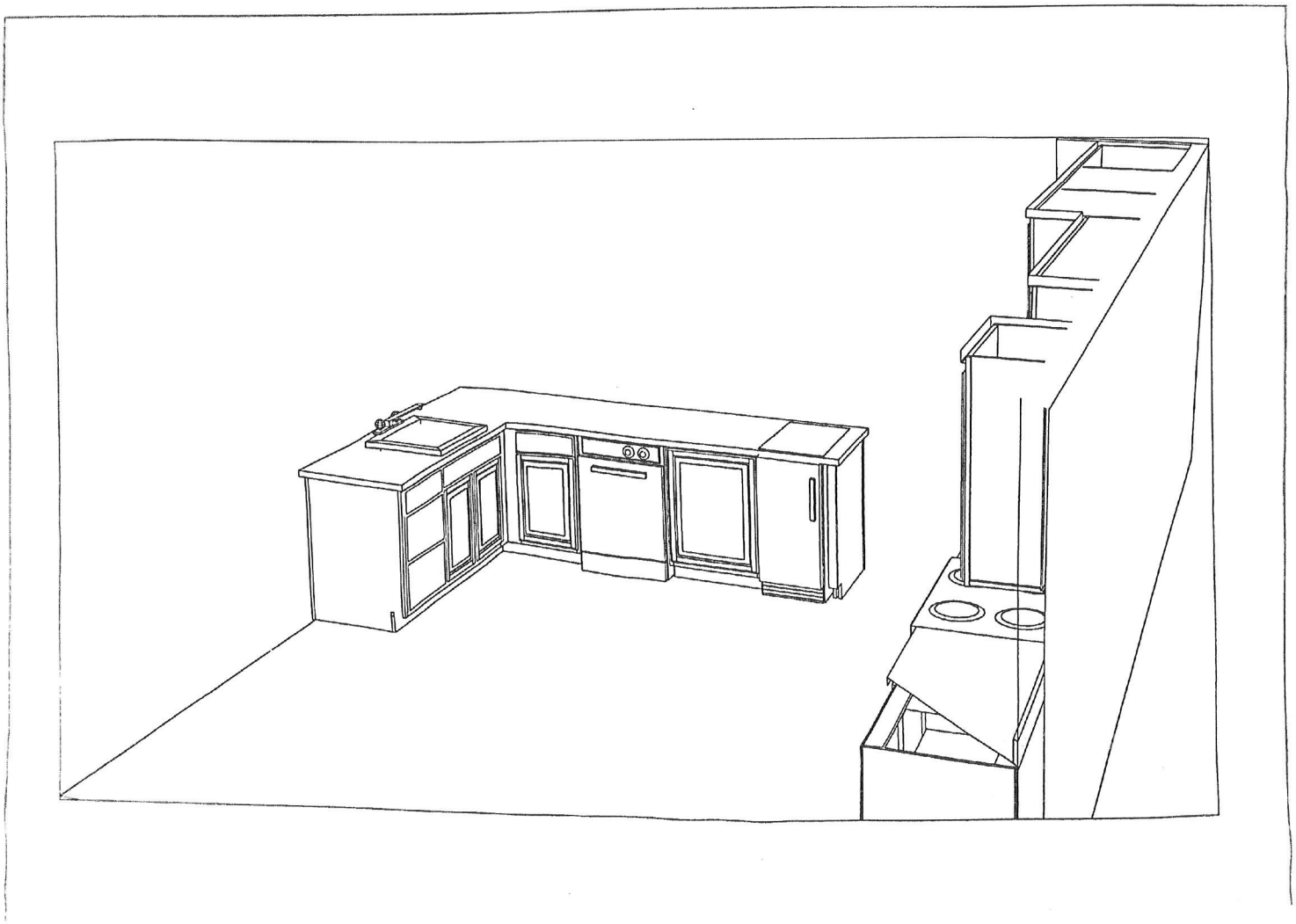

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

June 6, 2025
Revised July 31, 2025

Village of Arlington Heights-Christopher

Arlington Heights, IL.
Off: 847-368-5468 Cell: 630-742-5909
crymut@vah.com

Job: Fire Station #4
3030 N. Arlington Heights Rd.
Arlington Heights, IL.

Description

Area: **Full Height Splashes on L Shape Perimeter Between Range & Fridge, Approximately 38" x 36" Height Behind Range, Right of the Range 20" x 55" & Right of Fridge 20" x 72"**

Material: Antolini Calacatta Extreme1.2cm Polished Porcelain From T & M
Edge: 1.2 cm Polished End Left of Range

Total: $ 7,271.00

Other:
This quote includes material cost.

We propose to furnish material/labor in accordance with specifications. Acceptance of contract requires a signature and a deposit of $6,298.00 with the balance due upon completion.

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices during normal working hours. Any alteration or deviation from specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.

A $250.00 upcharge will incur for all jobs done in a high rise or downtown location. Quote allows for one scheduled field measure, any additional trips needed will be charged at $91.00 per trip. Cutting of porcelain or china sinks will be charged for a $50.00 per cut. An upcharge will be assessed for any appliances not installed or on-site at time of installation requiring an additional installation date to be scheduled. Additional charges to be assessed if removal or hauling away of existing countertops is needed or desired. Any necessary leveling will be invoiced at $85.00/per hour/man plus material. All seam and joint locations will be determined by Hardroc Inc.

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our company is fully covered for general liability and workmen's compensation insurance. All quotes are subject to change after field measurements are conducted by Hardroc Inc. Price based on current slab sizes. This proposal good for 21 days from date noted above. Work will not commence until this document is signed and deposits are received. This proposal may be withdrawn by us at any time.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the account remains unpaid past the said due date, an additional charge of $50.00 will be added to the invoice along with a charge of 2.0% of the total bill per month that the bill remains outstanding. In the event payment is not received, you agree to pay all attorney fees, interest & cost of collections. Returned checks will be accessed a handling fee of $50.00. I understand that if collection action should become necessary for recovery of any monies due under this contract, I agree to pay any and all collection costs of up to 40%, court costs, and reasonable attorney fees. All deposits are non-refundable. I understand the variances in color and character of natural stone. By signing this, I am approving the material selected for my job.

Authorized Signature _____ Date _____

For Hardroc Inc. _____ Date _____

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

Upon acceptance of the contract, to help ensure a smooth measure and installation, please follow the steps below:

1. Sign proposal and return with the required deposit. Hardroc will then call to schedule field measure and installation date.
2. At the time of field measure, all surfaces need to be clear and cabinets must be permanently installed. Sink(s), faucet(s) and cook top/range must be on the job site. The measurer may request that the sink and faucet be brought back to Hardroc.
3. A responsible party needs to be available to answer any questions at time of field measure and sign off on information given (i.e. edge detail, splash height etc).
4. In existing kitchens, removal of existing tops is by others unless specified in proposal. All appliances and sinks must be disconnected and reconnected by others.
5. All payments are due upon completion of install and may be given to the installer.
6. If the project is a title company payout, the title company name, telephone number and contact need to be provided to Hardroc prior to completion of job.

Stones are nature's product: the color and markings may vary. Owner recognizes that all stone products may contain natural veins or fissures and is a natural state of the product.

If for any reason you have questions, please feel free to call Denny at 847-226-9765.

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

June 6, 2025
Revised August 8, 2025

Village of Arlington Heights-Christopher

Arlington Heights, IL 60004
Off: 847-368-5468 Cell: 630-742-5909
crymut@vah.com

Job: Fire Station #4
3030 N. Arlington Heights Rd.
Arlington Heights, IL 60004

Description

Area: **Kitchen Left of the Range 55" x 25 1/2", L Shape Back Measurement 46 3/4" x 63" x 25 1/2" Depth, Right of the Range 72" x 25 1/2", Sink Section 64 1/2" x 25 1/5 with 6" x 76" Ledge Above Sink 76" x 10" & Dishwasher Section 115" x 37 1/4" Continues to Phone Area**

Material: Raven Satin Granite 3cm From T & M by Other

Edge: 1 1/4" Ease & Satin

Sink: 1 Undermount Cutout

Stove: Free Standing

Splash: 10" x 3/4" Splash Behind Sink Run

Misc. Includes 4" x 3/4" Splash Around Column

Total: $ 13,525.00

Option 1:
Waterfall Leg on End of Dishwasher Run. Deposit Required $389.00 **$ 778.00**

Total **$ 14,303.00**

Deposit Includes Option 1 $389.00 + Countertops $11,154.00 = $11,543.00

Other:
Material to be purchased direct from Terrazzo & Marble Supply Companies

We propose to furnish material/labor in accordance with specifications. Acceptance of contract requires a signature and a deposit of $11,154.00 with the balance due upon completion.

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

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A $250.00 upcharge will incur for all jobs done in a high rise or downtown location. Quote allows for one scheduled field measure, any additional trips needed will be charged at $91.00 per trip. Cutting of porcelain or china sinks will be charged for a $50.00 per cut. An upcharge will be assessed for any appliances not installed or on-site at time of installation requiring an additional installation date to be scheduled. Additional charges to be assessed if removal or hauling away of existing countertops is needed or desired. Any necessary leveling will be invoiced at $85.00/per hour/man plus material. All seam and joint locations will be determined by Hardroc Inc.

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Authorized Signature _____ Date _____

For Hardroc Inc. _____ Date _____

Hardroc, Inc.
596 Chaddick Drive
Wheeling IL 60090
Phone: 847-229-9304
FAX: 847-229-9314

Sales Contract

Upon acceptance of the contract, to help ensure a smooth measure and installation, please follow the steps below:

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5. All payments are due upon completion of install and may be given to the installer.
6. If the project is a title company payout, the title company name, telephone number and contact need to be provided to Hardroc prior to completion of job.

Stones are nature's product: the color and markings may vary. Owner recognizes that all stone products may contain natural veins or fissures and is a natural state of the product.

If for any reason you have questions, please feel free to call Denny at 847-226-9765.

C R F

Commercial/Residential Finishes

Painting & Decorating Solutions

Work Order Request# 7236

Job Name & Location:
Arlington Heights Fire Station#4
1150 Arlington Heights Rd.
c/o Christopher Rymut/Battalion Chief

Date: 8/7/25

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO COMPLETE THE FOLLOWING SCOPE OF WORK:

1. Mask and protect unpainted items (concrete, flooring,fixtures,devices etc) in designated work area of fire station entry, kitchen, corridor, recreation area, dining area.
2. Remove existing wallcovering where necessary, clean, patch visible nail holes, gouges, damage, sand and prime walls in preparation for new paint finish.
3. Finish paint above walls in rooms using premium eggshell finish paint owner specified colors.
4. Prepare and finish paint associated metal door frames in above areas using semigloss finish enamel owner specified color.
5. Clean up and remove debris as necessary.

Lump Sum Quote $3800

Thank you for the opportunity to quote this project.

Respectfully Submitted,

Proposal Accepted By:

_____

Date: _____

Mike Hozian
224-425-7951
crfpainting@yahoo.com

CRF-"Where there's a wall, There's a way"

Christopher Rymut

Subject: FW: Arlington Heights Quote

Sincerely,

Christopher Rymut
Battalion Chief
Fire Department
Village of Arlington Heights, IL

O: 847-368-5456
C: 630-742-5909
www.vah.com

From: Bradley Lindgren <blindgren@vah.com>
Sent: Saturday, August 9, 2025 10:07 AM
To: Christopher Rymut <crymut@vah.com>
Subject: Fw: Arlington Heights Quote

Get Outlook for Android

From: Agnes Bieniek <agnesb@abt.com>
Sent: Thursday, August 7, 2025 3:39:09 PM
To: Bradley Lindgren <blindgren@vah.com>
Subject: Re: Arlington Heights Quote

[**STOP - LOOK - Think - Decide:** This email originated from outside of the Village.]

Sorry about that.

ABT

GR366	WOLF	Frst 36" Gas 6bnr Sld	-7	1	7780.00	7780.00	[S0023 V]
[4yr Abt Warranty V] Update Product Services							
		[--- Add Recommended Models --- V] [--- Broiler Pan Desired? --- V]					
INPRNGG	ABT	Inst Pro Rng Gas 30,36,48,60	0	1	194.00	194.00	[S0023 V]
INSTPARTS	ABT	Installation Parts Charge	0	1	15.00	15.00	[S0023 V]
819082	WOLF	Acc Gr36 20" Ss Riser W/ Shelf	1	1	720.00	720.00	[S0023 V]
		[--- Add Recommended Models --- V]					
LRFLS3206SS	LGAP	Refr 32 Cuft Fpss 3dr Int Wtr	19	1	1719.00	1719.00	[S0023 V]
[4yr Abt Warranty V] Update Product Services							
		[--- Add Recommended Models --- V]					
INNICMK	ABT	New Waterline 2 Existing Valve	0	1	154.00	154.00	[S0023 V]
WATERLINEKIT	KIT	Installation Kit	2669	1	44.00	44.00	[S0023 V]
SHP78DM5SS	BOSC	Dw 24" Ss 800 5/3cyc 42dba	77	1	1148.00	1148.00	[S0023 V]
[4yr Abt Warranty V] Update Product Services							
		[--- Add Recommended Models --- V]					

INRDW	ABT	Inst Dw Normal Replace	0	1	164.00 *	164.00	[S0023 V]
DWKIT	DONA	6ft Ss Dw Hose W/Elbow	2280	1	29.00	29.00	[S0023 V]
PCHK11S1WSS [4yr Abt Warranty V] Add Product Services	GE	Micro 1.1 Cuft Ss 800w	167	1	419.00	419.00	[S0023 V]
POPCORN	ANCH	Popcorn - Bundle W/ Microwave	2496	1	0.01	0.01	[S0023 V]
RSS3618SB	ROHL	Sink Sngl Bwl Brshed Ss	0	1	1329.00	1329.00	[S0023 V]
PESSP304 Update Product Services	FRAN	Faucet Tap Pescara L Semi-Pro	0	1	659.00	659.00	[S0023 V]
INFAUCET	ABT	Inst Faucet	0	1	214.00 *	214.00	[S0023 V]

Sub-Total: 14588.01

Tax (0%): 0.00

Total: 14588.01

Agnes Bieniek-Rivera
Appliances Sales Specialist
847-544-2523 | Agnesb@Abt.com
Abt | 1200 N. Milwaukee Ave. | Glenview, IL 60025

Days Off: Tuesday & Sunday

Did you know? We also carry:

Heating & Cooling **Mattresses & Furniture** **Arcade & Table Games**

Proposal from:
K. Kucia Carpentry, LLC
620 Lincoln
Downers Grove, IL 60515
Telephone:630-936-3812

Proposal# 2512
Sheet# 202512

Date: Aug.17, 2025

Proposal Submitted To:

Name: City of Arlington Heights

Street:

City: Arlington Heights State: IL

Telephone:

Work To be Performed At:

Street:3030N.Arlington Heights Station #4
Station Kitchen Remodel
City: Arlington Heights, IL

Date of Plans:

Architect:

We hereby propose to perform all the labor necessary for the work described below:
KITCHEN REMODEL & NEW KITCHEN CABINETS INSTALL LABOR ONLY*

DEMO:

1. Demo: Remove existing cabinets. Remove old cabinets to location at station for disposal
2. Remove existing 12" drywall partition located next to existing pantry cabinets

NEW CABINETS:

1. Install new island cabinets as per plan received
2. Install approximately 171" of new upper & base cabinets along wall where refrigerator is located
3. Install (3) three sets of pantry cabinets
4. Install approximately 119" of upper & base cabinets along wall with stove & hood

NOTE:

1. Appliance-electrical, plumbing, HVAC installed by others
2. All counter tops installed by others
3. Dumpster supplied by other
4. Cabinets provided by others

NOT INCLUDED IN THIS PRICE:

1. ANY CABINETS REQUIRING ASSEMBLY ON JOBSITE - END PANELS, ROLL OUT DRAWERS & SHELVES AND FURNITURE BASES, ETC WILL BE CHARGED AS EXTRAS HOURLY
2. CABINET HARDWARE, KNOBS, LEVERS, HANDLES INSTALLATION WILL BE CHARGED AS EXTRAS HOURLY
3. CABINET DRAWERS & DOOR ADJUSTMENTS WILL BE CHARGED AS EXTRAS HOURLY
4. INSTALLATION OF ANY & ALL APPLIANCES & FIXTURES
5. ANY & ALL REMODELING NEEDED TO INSTALL CABINETS
6. ALL PLUMBING, ELECTRICAL & HVAC DISCONNECT & CONNECTIONS

All material is quaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted and incorporated hereinto for above work and completed in a substantial workmanlike manner for the sum of:

EIGHT THOUSAND EIGHT HUNDRED DOLLARS 00/00 $8,800.00

Payments to be made as follows: PAYMENT DUE AT COMPLETION OF TRIM DESCRIBED ABOVE

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workers' Compensation and Public Liability Insurance on above work shall be provided by K. KUCIA CARPENTRY, LLC.

Respectfully Submitted K. KUCIA CARPENTRY, LLC

Per Keith Kucia: _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

CUSTOMER ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In addition to the above and foregoing, I hereby acknowledge the additional terms and conditions contained on the reverse side hereof and agree to be bound thereby.

ACCEPTED _____ SIGNATURE _____

DATE _____ SIGNATURE _____

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Resolution Approving a Mutual Termination of Lease Agreement with Shree Neelkanth, Inc. for commercial space in the Village-owned Metra Train Station.

Department: Planning & Community Development

Item Description:

Background

In 2020, the Village entered into lease terms with Shree Neelkanth Inc. Gateway Newstands. Shree Neelkanth was a new entity created by the business owner, Dilip Patel, when the prior parent company of Gateway Newstands dissolved prior to the Village's existing lease. The current lease terms involve a commencement date of January 1, 2021, with a termination date of December 31, 2025.

Mr. Patel has requested the lease be terminated at the end of August of this year in order for a new business, Sip & Bite owned by Hyun Kang of Awesome B, Inc., to enter into a new three-year lease with the Village.

Recommendation

Staff recommends approving the termination of the existing lease with Shree Neelkanth for the remainder of 2025 effective August 31, 2025.

ATTACHMENTS:

1. Staff Memo - Metra Tenant Spaces 8.26.25
2. Mutual Termination of Lease (Gateway Newsstands) - 8-22-25 Signed
3. Existing Lease Agreement; downtown train station;shree neelkanth
4. Resolution Approving Mutual Termination of Lease Agreement Downtown Metra Station

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

MEMO

Date: August 26, 2025

To: Emily Rodman - Director of Planning & Community Development

From: Michael Lysicatos - Assistant Director, Planning & Community Development

Subject: Metra Station Lease Termination/Concession Agreement (Duplicate Memo)

Current Use
In 2020, the Village entered into lease terms with Shree Neelkanth Inc. Gateway Newstands. Shree Neelkanth was a new entity created by the business owner, Dilip Patel, when the prior parent company of Gateway Newstands dissolved prior to the Village's existing lease. The current lease terms involve a commencement date of January 1, 2021, with a termination date of December 31, 2025.

Business Interest
Over the past several months Planning & Community Staff has been contacted regarding use of the approximately 410 square foot space in the Downtown Metra tenant spaces by several different business operations. The bulk of these concepts were similar to the existing business. It is Staff's understanding that much of the interest in the Downtown Metra station is due to the business itself, Shree Neelkanth dba Gateway Newstands, being advertised as for sale. Mr. Patel has requested the lease be terminated at the end of August of this year in order for a new business, Sip & Bite owned by Awesome B, Inc., to enter into a new three-year lease with the Village. The new entity would operate in a similar fashion and offer a variety of non-alcoholic beverages, such as coffee, tea, and boba in addition prepared bakery items such as waffles and croissants. Staff has met with the prospective owner to discuss their business concept and determined it is appropriate for the space. The new business entity has also provided an Equipment Purchase Agreement that demonstrates their financial investment in the proposed business operation.

Budget Impact
As the only tenant in either Metra station, Gateway Newstands has a gross lease of $350 per month. This was negotiated down from $450 per month in May 2024 due to Metra ridership, and therefore customer base, still being well below pre-pandemic levels. The new lease with Awesome B, Inc., for Sip & Bite would increase the rent to $450.00 per month beginning on September 3, 2025. This means that anticipated revenues from rent would be:

- Existing 2025 Revenue: $4,200 (Existing Lease - $350/month)
- Proposed 2025 Revenue: $4,600 (New Lease Sep. – Dec.)
- Calendar Years 2026-2030: $5,400 annually ($450/month)

Recommendation
Staff recommends approving the Termination of the existing lease with Shree Neelkanth for the remainder of 2025 and approving a new lease with Awesome B, Inc. Starting on September 3, 2025 and running until August 30, 2028 with a mutual option to extend the lease for an additional 24-month period.

MUTUAL TERMINATION OF LEASE AGREEMENT

This **MUTUAL TERMINATION OF LEASE AGREEMENT** ("***Agreement***") is entered into on _____ ___, 2025, between SHREE NEELKANTH INC., an Illinois corporation, having a mailing address at 45 W. Northwest Highway, Arlington Heights, Illinois 60004 ("***Shree***") and the VILLAGE OF ARLINGTON HEIGHTS, an Illinois home rule municipal corporation, having a mailing address at 33 S. Arlington Heights Road, Arlington Heights, Illinois 60005 ("***Village***").

1. Shree and Village entered into a Lease dated January 1, 2021 ("***Lease***") relating to certain premises located at 45 W. Northwest Highway, Arlington Heights, IL 60004, as more particularly described in the Lease ("***Premises***").

2. Shree and the Village agree to terminate and cancel the Lease and Shree agrees to release the Village from its obligations under the Lease.

3. The Lease will be terminated and cancelled as of 11:59 p.m., on August 31, 2025 ("***Termination Date***").

4. Upon the Termination Date, Shree shall have 2 days to vacate and surrender the Premises, remove any and all personal belongings from the Premises and turn over all keys to the Premises.

5. Upon the Termination Date, the Village and Shree will be released and discharged from their respective obligations under the Lease, and neither party will have any further liability to the other under the Lease.

6. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute but one and the same instrument. Electronic counterparts of this Agreement as executed by the parties will be deemed and treated as executed originals for all purposes.

Village:

ATTEST:

VILLAGE OF ARLINGTON HEIGHTS

By: _____
Village Clerk

By: _____
Village Manager

Shree Neelkanth:

ATTEST:

SHREE NEELKANTH, INC.

By: Michael L. Sul

Title: Asst. Director Planning + Comm Dev

By: Dilip J. Patel

Its: owner

4934-1923-4129, v. 2

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH THE SHREE NEELKANTH, INC.

WHEREAS, the Village is the owner of the property commonly known as the Downtown Train Station in the Village (*"Property"*); and

WHEREAS, the Village desires to enter into an agreement with Shree Neelkanth Inc. (*"Tenant"*) for the lease by the Village of the Property to the Tenant, for the operation by the Tenant of a convenience store and coffee shop (*"Lease Agreement"*); and

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

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

SECTION ONE: The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION TWO: The Lease Agreement by and between the Village and the Tenant is hereby authorized in substantially the form attached to this Ordinance as Exhibit A, and in a final form to be approved by the Village Manager.

SECTION THREE: The Village Manager is hereby authorized and directed to execute and attest, on behalf of the Village, the Lease Agreement upon receipt by the Village of at least one original copy of the Lease Agreement executed by Shree Neelkanth, Inc.; provided, however, that if the executed copy of the Lease Agreement is not received by the Village Clerk within 60 days after the effective date of this Ordinance, then this authority to execute and attest will, at the option of the Village Council, be null and void.

SECTION FOUR: The Village Board of Trustees hereby declares that the approval of the Lease Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

SECTION FIVE: The Village Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX: This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES: BALDINO, SCALETTA, TINAGLIA, CANTY, ROSENBERG, LABEDZ, SCHWINGBECK, PADOVANI, HAYES
NAYS: NONE

PASSED AND APPROVED this 21st day of December, 2020.

Thomas W. Hayes
Village President

ATTEST:

Rebecca Hume
Village Clerk

2020-046

A2020-082

LEASE AGREEMENT

between

VILLAGE OF ARLINGTON HEIGHTS

as Landlord

and

Shree Neelkanth, INC
as Tenant

A2020-082
2020-046

LEASE AGREEMENT

The Landlord and Tenant set forth in the Lease Schedule enter into this Lease Agreement (the "Lease") as of _____. In consideration of and subject to the terms, provisions and covenants contained in the Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Lease Term. The Lease Schedule terms whenever used in this Lease shall have the same meanings as set forth in the Lease Schedule.

LEASE SCHEDULE

A. ***BUILDING***:	Downtown Train Station
B. ***PREMISES***:	350 square feet (southeast area of the station), plus the storage area adjacent to the tenant space
C. ***TENANT AND NOTICE ADDRESS***:	Shree Neelkanth, INC 45 W. Northwest Highway Arlington Heights, IL 60004
D. ***RENT PAYMENT ADDRESS***:	Cashier, Finance Department, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
E. ***LANDLORD AND NOTICE ADDRESS***:	Village Manager, Village of Arlington Heights, 33 S. Arlington Heights Road, Arlington Heights, IL 60005
F. ***LEASE DATE***:	
G. ***COMMENCEMENT DATE***:	January 1, 2021
H. ***TERMINATION DATE***:	December 31, 2025
I. ***LEASE TERM***:	Five years, with one option to renew for another five years
J. ***SECURITY DEPOSIT***:	Waived – current tenant
K. ***PERMITTED USE***	The Premises will be used and occupied only for the purpose of selling and displaying for sale items normally sold at Gateway Newsstands and items normally sold at coffee shops.
L. ***MONTHLY BASE RENT***	Upon reopening, first 4 months $0. Next 20 months $300.00. Remaining 3 years $450.00. If the option to extend for a second 5 year term is exercised then rent shall be increased by 5%.
M. ***LATE FEE***	10%, after 20 days
N. ***STANDARD OPERATING HOURS***	January 1, 2021 to March 1, 2021 flexible hours Monday through Friday Between 6:00 a.m. and 11:00 a.m. March 2, 2021 to end of lease regular hours Monday through Friday – 5:00 a.m. until 2:30 p.m.

O. *PARKING*	One dedicated parking space in the public lot at Northwest Highway and Evergreen
P. *LEASE ATTACHMENT: Appendix A*	Floor Plan

DEFINITIONS

For purposes of this Lease the following terms shall mean as set forth:

COMMON AREAS: All areas of the Real Property made available by Landlord for the general common use or benefit of the public, as such areas currently exist and as they may be changed from time to time.

DECORATION: Tenant Alterations not requiring any type of governmental permit and not involving any of the structural elements of the Building, or any of the Building's systems, including, without limitation, its electrical, mechanical, plumbing and security and life/safety systems.

ENVIRONMENTAL LAWS: Any Law governing the use, storage, disposal or generation of any Hazardous Material, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended and the Resource Conservation and Recovery Act of 1976, and those found in the Illinois Compiled Statues as published from time to time, as amended.

FORCE MAJEURE: Any accident, casualty, act of God, war or civil commotion, strike or labor troubles, government-mandated closure of businesses and/or buildings or any cause whatsoever beyond the reasonable control of Landlord.

HAZARDOUS MATERIAL: Such substances, material and wastes regulated under Federal, or Illinois State Environmental Law; or classified as hazardous or toxic under said Environmental Law; and explosives and firearms, radioactive material, asbestos, and polychlorinated biphenyls.

INDEMNITEES: Landlord and their respective directors, officers, agents and employees.

LAND: The parcel of real estate on which the Building is located.

LAWS: All laws, ordinances, rules, regulations, other requirements, orders, rulings or decisions adopted or made by any governmental body, agency, department or judicial authority having jurisdiction over the Property, the Premises or Tenant's activities at the Premises and any covenants, conditions or restrictions of record which affect the Property.

LEASE MONTH: Each calendar month beginning on the first day of the first calendar month following the Commencement Date (unless the Commencement Date is the first day of a calendar month in which case beginning on the Commencement Date), and each subsequent month, or shorter, period until the Expiration Date.

OPERATING EXPENSES: All costs, expenses and disbursements of any kind and nature incurred by Landlord or its beneficiaries, principals or agents in connection with the ownership, leasing, management, operation, maintenance, replacement and repair of the Property. Operating Expenses shall not include, (i) costs of alterations of the premises of tenants of the Building, (ii) costs of capital improvements to the Building (except for the amortized portion of capital improvements installed for the purpose of reducing or controlling Operating Expenses or complying with applicable Laws or insurance requirements), (iii) depreciation charges, (iv) interest and principal payments on loans (except loans for capital improvements included in Operating Expenses as

provided above), (v) ground rental payments, (vi) real estate brokerage and leasing commissions, (vii) advertising and marketing expenses for procurement of tenants, (viii) costs of Landlord reimbursed by insurance proceeds, (ix) expenses incurred in negotiating or enforcing leases of other tenants in the Building, (x) Landlord's or Landlord's property manager's corporate general overhead or corporate general administrative expenses, and (xi) Taxes. Landlord may, in a reasonable manner, allocate insurance premiums for so-called "blanket" insurance policies that insure other properties as well as the Building and said allocated amount shall be deemed to be an Operating Cost. If any Operating Expense, though paid in one year, relates to more than one calendar year, Landlord may at Landlord's option allocate such expense proportionately. If the Building is not fully leased and occupied for any portion of a calendar year, Landlord may adjust that portion of the Operating Expenses that vary with occupancy, such as janitorial costs, to the amount that Landlord reasonably determines would have been incurred had the Building been fully leased and occupied for the entire year, but in no event shall Landlord be entitled to recover from the tenants of the Building, as a result of such adjustment, more than 100% of its actual Operating Expenses.

PROPERTY: The Building, the Land, any other improvements located on the Land, including, without limitation, any parking and the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in conjunction with any of the foregoing.

REAL PROPERTY: The Property excluding any personal property.

RENT: Collectively, Monthly Base Rent Monthly Storage Space Rent, Additional Rent and all other charges, payments, late fees or other amounts required to be paid by Tenant under this Lease. Tenant's obligation to pay Rent is an independent covenant of this Lease.

TAXES: All federal, state and local governmental taxes, assessments and charges of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord or its beneficiaries, principals or agents shall pay or become obligated to pay in connection with the ownership, leasing, management, control or operation of the Property, which shall also include any rental, franchise or similar taxes levied in lieu of or in addition to general real or personal property taxes. For purposes of this Lease, Taxes for any calendar year shall be t axes assessed or that become a lien during such year, whether or not such taxes are billed and payable in a subsequent calendar year.

TENANT ALTERATIONS: Any Landlord approved alterations, improvements, additions, installations or construction in or to the Premises or any Real Property systems serving the Premises made by Tenant or at Tenant's request; and any supplementary air-conditioning systems installed by Landlord or by Tenant.

TENANT PARTY: Tenant, its employees, servants, agents, suppliers, contractors, invitees or customers.

1. ***BASE RENT.*** Tenant shall pay Landlord at the Rent Payment Address or at such address designated by Landlord, the Monthly Base Rent in equal consecutive monthly installments, each without abatement, deduction or offset, in advance without prior demand on the first day of every calendar month during the Lease Term. If the Lease Term commences on any day other than the first day of the month or terminates on any day other than the last day of the month, then the Monthly Base Rent shall be prorated and calculated on a 30 day calendar month. Tenant shall pay the first full monthly installment of unabated Monthly Base Rent as of the date the Premises reopen.

ADDITIONAL CHARGES. The parties recognize that the Property is currently exempt from real estate taxes. Should the Landlord receive a real estate tax bill for the Property, Tenant shall be responsible for paying its pro rata share of the property taxes.

2. *LATE FEES.* Rent is due on the first day of each month. Landlord may, in addition to Default Rate interest charges, charge a Late Fee on any delinquent Rent payment not received by the 21st day of each month, (including but not limited to delinquent Late Fees and Default Rate interest charges), as liquidated damages for the cost and inconvenience incurred as a result of Tenant's failure. In no event shall the charges permitted under this Section or elsewhere in the Lease, to the extent classified as interest, exceed the maximum lawful interest rate. Unpaid Rent shall be subject to a Late Fee equal to ten percent of the Monthly Base Rent payment and shall bear interest at the lesser of (i) the Default Rate, or (ii) the maximum rate permitted by law, from the date due until paid. The obligation to make such payment shall survive the expiration or earlier termination of the Lease Term. The payment of a Late Fee will not constitute a waiver by Landlord of any Default by Tenant under the Lease.

3. *SERVICES.*

a) **Landlord Services**. Landlord shall cause the common areas of the Building to be maintained on a daily, as-needed basis, including mopping, sweeping, and trash collection in and around the Building.

b) **Tenant Services**. Tenant shall be responsible for opening the station no later than 5:00 a.m. Monday through Friday. Tenant shall be responsible for maintenance of the Premises. Tenant shall also be responsible for the separately metered utilities – electricity, water, and gas.

c) **Telecommunications Services**. Prior to installation Tenant shall obtain Landlord's written approval for all telecommunications service (including but not limited to voice, video, data and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems) and computer network connections, including the location of all wires and the installation contractors. Landlord reserves the right to designate and control the entities providing telecommunication and computer network installation, services, repair and maintenance in the Building and to restrict and control access to telephone cabinets and wiring risers. Tenant shall pay all telecommunication and computer network installation, access, maintenance and removal costs for the Premises. Upon the Termination Date, Tenant shall at Landlord's option remove all telecommunication and computer network cables and related wiring in the Premises.

d) **Restoration of Services**. Landlord shall use reasonable diligence to restore any interrupted Landlord provided service. Landlord may from time to time, at Landlord's sole option, change any company providing services to the Building or the Premises. Any failure, delay or change in quantity or character of any service shall not relieve Tenant from performing any obligation under the Lease nor create any claim against Landlord for rent abatement, constructive eviction or damages. Tenant agrees that the Indemnitees shall not be liable to Tenant, or any of Tenant's employees, agents, customers or invitees or anyone claiming through Tenant, for any damages, expenses, claims or causes of action because of any interruption, diminution, delay or discontinuance at any time for any reason of any service provided to the Premises or the Building.

4. *USE OF PREMISES.* The Tenant will use the Premises only for the purpose of selling and displaying for sale items normally sold at Newsstands and items normally sold at coffee shops. The Landlord will not operate or permit to be operated within the Premises any other newsstand selling or displaying for

sale items deemed comparable to those normally sold by the Tenant, as either a newsstand or coffee shop, bakery or sandwich shop. Tenant understands and agrees that newspaper boxes will still be located for the sale of newspapers outside the Premises. If the Landlord breaches the covenants contained in this paragraph and the breach continues for 30 days, then the Tenant will have, in addition to all other available remedies, the right to terminate this Lease after giving the Landlord 60 days written notice of termination unless the Landlord cures the breach within 30 days after receiving the notice.

a) **Possession**. Tenant shall continuously at Tenant's cost: (i) occupy and use the Premises only for a coffee shop and an newsstand, (ii) comply with all Laws with reference to condition or occupancy of the Premises, (iii) obtain all licenses necessary for any Permitted Use, and (iv) operate its business in a dignified, reputable manner in keeping with the rest of the Building. Tenant shall not occupy or use the Premises in any manner which: (A) may be dangerous to persons or property, (B) may invalidate or increase the premium cost of any policy of insurance carried on the Building or covering its operations, (C) is contrary or prohibited by the terms of this Lease or the Rules and Regulations, or, (D) would tend to create or continue a nuisance.

i. **Environmental Laws**. Tenant and Landlord shall each comply with all Environmental Laws concerning the proper storage, handling and disposal of any Hazardous Material with respect to the Property. Tenant shall not generate, store, handle or dispose of any Hazardous Material in, on, or about the Property without the prior written consent of Landlord. Tenant shall immediately deliver to Landlord a copy of any notice of investigation or violation of any Environmental Law arising from Tenant's activities at the Property. If Landlord reasonably believes that a violation of Environmental Law exists due to Tenant's activities at the Property, Landlord may conduct at Tenant's expense such tests and studies as Landlord deems desirable. Landlord's inspection and testing rights are for Landlord's own protection only, and Landlord shall not be deemed to have assumed any responsibility to Tenant or any other party for compliance with Environmental Law. Tenant shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property during the Lease Term by a Tenant Party. If said Hazardous Material is deemed to exist due to the Landlord's actions, Landlord shall indemnify, defend, protect and hold harmless the Indemnitees from any and all loss, claim, expense, liability and cost (including attorneys' fees) arising out of or in any way related to the presence of any Hazardous Material introduced to the Premises or the Property If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to the indemnification in Section 9, and will survive the expiration or termination of this Lease. Any indemnification, exculpation or waiver provision under this Section shall not exculpate or indemnify Landlord against its own negligence. Landlord hereby represents and warrants that as of the date of this Lease it has no knowledge of the presence of any Hazardous Material in, on or about the Premises or Property, nor of any existing violation of any Environmental Law applicable to the Premises or Property.

ii. ADA. Landlord and Tenant acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C §12101 et seq.) and related regulations and guidelines, as amended (collectively the "ADA") establish requirements for business operations and accessibility that may apply to the Premises and the Property. The parties agree that:
(i) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as provided below,

(ii)Landlord has delivered and Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises in connection with this Lease. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees. Tenant shall not be required to make any modification to the Building structure, systems or site except and to the extent required because of Tenant's use of the Premises for other than customary business office operations.

iii. Quiet Enjoyment. Landlord warrants that Landlord has the right to lease the Premises to Tenant and that the individuals executing this Lease are fully authorized to and legally capable of executing this Lease on behalf of Landlord. Landlord covenants that so long as Tenant is in compliance with the covenants and conditions set forth in this Lease, Tenant shall have the right to quiet enjoyment of the Premises without hindrance or interference from Landlord or those claiming through Landlord.

5. ***CONDITION OF PREMISES.*** Tenant's taking possession shall be conclusive evidence against Tenant that the Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by Landlord to Tenant, except as contained herein.

a) **Landlord's Maintenance.** Except as otherwise set forth in this Lease, Landlord shall maintain the foundation, roof, exterior walls, structural elements, electrical, plumbing, HVAC, mechanical, fire and life safety systems and the Common Areas of the Building. Landlord shall not be responsible for (i) the maintenance or repair of any floor or wall coverings within the tenant space; or (ii) the cost of performing any maintenance or repair to the Premises or the Building caused by the negligence of a Tenant Party, which shall be paid by Tenant. Any issue concerning alleged 'Rent Abatement' for time the tenant space is unusable would be controlled by Lease term Section 8(d) entitled "Rent Abatement", found on page 10 of the Lease.

b) **Tenant's Maintenance.** Tenant, at its expense, shall maintain the tenant space (including but not limited to all fixtures, plumbing and sewage facilities located within the tenant space) and all Tenant Additions in good order, condition and repair and in accordance with all applicable Laws. Tenant shall not permit waste and shall promptly and adequately repair all damages. All repairs or maintenance shall be completed with new materials of similar quality to the original. All repair, Decoration or maintenance work shall be performed only by properly licensed and insured contractors approved by and under the supervision of Landlord, and whose work will not cause or threaten to cause labor disharmony or interfere with Landlord or other tenants in the Building. Any contractor approved by Landlord shall not be allowed to commence any work without first providing a certificate of insurance sufficient to Landlord. If Tenant fails to perform any obligation set forth in this Section, Landlord may, in its sole discretion, upon 24 hours prior notice to Tenant (except without notice in the case of emergencies), perform the same at Tenant's cost. Tenant will make no Building system or structural element repairs or replacements. Tenant will not, without the prior written consent of Landlord install any window or door lettering of any type on or about the Premises.

c) **Tenant Alterations.** Tenant shall not make any Tenant Alterations to the Premises without Landlord's prior written consent. Subject to all other requirements of this paragraph, Tenant may undertake Decoration work without Landlord's prior written consent. Prior to commencement of the Tenant Alterations, Decoration work or delivery of any materials to the Premises, Tenant shall furnish Landlord with acceptable plans and specifications, names, addresses and certificates of insurance from

all contractors and suppliers, copies of contracts, necessary permits, evidence satisfactory to Landlord of Tenant's ability to pay for the completion of the Tenant Alterations and Decoration work and such other documentation as Landlord may reasonably require. All Tenant Alterations and Decorations shall be installed and maintained in accordance with all Laws and insurance regulations and in a good, workmanlike manner by union contractors using only new, high-grade materials. Tenant agrees to defend and hold Landlord harmless from any and all liabilities of every kind and description connected in any way with the Tenant Alterations and Decoration work. Tenant shall pay the cost of all Tenant Alterations and Decorations. Upon completion of any Tenant Alterations or Decorations, Tenant shall furnish Landlord with contractors' affidavits, final lien waivers and receipted bills covering all labor and materials. Landlord may, at Landlord's option, supervise construction of the Tenant Alterations and Decorations. Neither Landlord's supervision nor any approvals given by Landlord shall constitute any warranty or representation by Landlord to Tenant of the adequacy of the design or materials for Tenant's intended use or of compliance with any Law, or impose any liability upon Landlord in connection with the performance of the Tenant Alterations or Decorations. All Tenant Alterations shall at Landlord's option either be (i) removed at the end of the Lease Term (and Tenant shall repair all damage caused by the removal), or (ii) become Landlord's property and remain upon the Premises at the termination of this Lease without compensation to Tenant. If upon Landlord's request, Tenant does not remove the Tenant Alterations, Landlord may remove the same and Tenant shall reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

d) **Liens**. Tenant will not permit any mechanics liens to be placed on the Premises or Building for any work performed, materials furnished, or obligation incurred at the request of Tenant. If a lien is filed, Tenant will, within ten days' notice from Landlord, (i) cause the release of the lien of record or (ii) contest the lien and deliver to Landlord a bond in form, content, amount, and issued by surety, satisfactory to Landlord, indemnifying and holding harmless the Indemnitees against all costs and liabilities resulting from the lien and any attempted foreclosure of the lien. If Tenant fails to timely take either action, Landlord, in addition to any other rights and remedies under the Lease may without investigating its validity pay the lien and Tenant shall, reimburse Landlord upon demand, including Landlord's expenses and attorneys' fees.

e) **Landlord Access**. Landlord shall have the right at reasonable times and upon reasonable notice to enter the Premises without being deemed guilty of an eviction or disturbance of Tenant's use or possession and without being liable in any manner to Tenant: (i) to ascertain the condition of the Premises; (ii) to determine whether Tenant is diligently fulfilling its responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Premises and the Building. In the event of an emergency or with respect to the provision of janitorial services the notice and timing provisions shall not apply. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises, so long as Tenant's use, layout or design of the Premises is not materially affected or altered.

6. ***ASSIGNMENT AND SUBLETTING.*** Tenant shall not, without the prior written consent of Landlord (i) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (ii) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (iii) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (iv) sublet any portion of the Premises, (v) grant any license, concession, or other right of occupancy of any portion of the Premises, or (vi) permit the use of the Premises by any parties other

than Tenant (any of the events listed in (i) through (vi) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord at least 15 days prior to the proposed Transfer date with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; reasonably satisfactory information about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord shall not unreasonably withhold its consent to any assignment or subletting of the Premises, provided Tenant is not in default under the Lease and the proposed transferee (A) is creditworthy, (B) has a good reputation in the business community, (C) does not engage in business similar to those of other tenants in the Building where a restrictive covenant on use may exist therein, (D) does not seek a change in the Permitted Use of the Premises, (E) would not materially increase the estimated pedestrian and vehicular traffic, (F) would not diminish the value and reputation of the Building, and (G) is not another occupant of the Building or person or entity with whom Landlord is negotiating to lease space in the Building (H) has obtained or agrees to obtain proper business licensure from any governmental body requiring such licensure prior to taking possession. In addition, if Tenant has any options to extend the term of the Lease or to add other space to the Premises, such options shall not be available to any transferee (except an affiliate), directly or indirectly without Landlord's prior express written consent, which may be withheld in Landlord's sole discretion. Concurrently with Tenant's notice of any request for consent to a Transfer Tenant shall pay to Landlord a fee of $500.00 to defray Landlord's expenses in reviewing such request. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If a Tenant Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord upon receipt of notice from Landlord to do so. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment. In the event Landlord wrongfully withholds its consent to any proposed Transfer, Tenant's sole and exclusive remedy shall be to seek specific performance. Tenant shall submit for Landlord's prior approval, which approval shall not be unreasonably withheld, any advertising that Tenant or its agents intend to use with respect to any proposed sublet space.

a) **Assumption and Attornment:** If Tenant shall Transfer the Lease or Premises as permitted, the transferee shall expressly assume all of the obligations of Tenant in a written instrument satisfactory to Landlord and furnished to Landlord not later than 30 days prior to the effective date of the Transfer. If Tenant shall sublease the Premises as permitted, Tenant shall, at Landlord's option, within 15 days following any request by Landlord, obtain and furnish to Landlord the written agreement of such subtenant to the effect that the subtenant will attorn to Landlord and will pay all sub-rent directly to Landlord.

b) **Affiliates**. Tenant shall have the right, with the prior written consent of Landlord, to transfer, assign, sublease or grant occupancy rights to the Premises to a corporation or other business entity (i) which is currently owned or controlled by, owns or controls, or is under common ownership or control with Tenant, (ii) to which substantially all the assets of Tenant are transferred or (iii) into which Tenant may be merged or consolidated (an "Affiliate"), but (i) no later than ten days after the effective date of the

assignment or sublease, the assignee or sublessee shall execute documents satisfactory to Landlord to evidence such subtenant or assignee's assumption of the obligations and liabilities of Tenant under this Lease, except in the case of any assignment which occurs by operation of law (and without a written assignment) as a consequence of merger, consolidation or non-bankruptcy reorganization; (ii) within ten days after the effective date of such assignment or sublease, give notice to Landlord which notice shall include the full name and address of the assignee or subtenant, and a copy of all agreements executed between Tenant and the assignee or subtenant with respect to the Premises; and (iii) within 15 days after Landlord's request, such documents or information which Landlord reasonably requests for the purpose of substantiating whether or not the assignment or sublease is to an Affiliate. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its Affiliate transferee shall be jointly and severally liable. Sections 8a and b shall not apply to a Transfer to an Affiliate. As used herein, the term "control" shall mean, in the case of a corporation or other entity, ownership or voting control, directly or indirectly, of at least 50% percent of all of the general or other partnership, membership (or similar) interests therein and the power to determine the actions of such entity.

7. *INSURANCE.*

a) Tenant shall provide comprehensive or commercial general liability insurance, including contractual liability, on an occurrence basis, in an amount not less than $1,000,000 combined single limit per occurrence, covering Tenant as a named insured and the Village and its officers and employees as additional insured. Insurance against fire, sprinkler leakage and vandalism and the extended coverage perils for the full replacement cost of all additions, improvements and alterations to the Train Station(s) owned or made by the Tenant, if any, and of all furniture, trade fixtures, restaurant equipment, merchandise and all other items of Tenant's property on the premises with loss or damage payable to the Village and Tenant as their interest may appear.

b) **Landlord's Insurance**. Landlord agrees to purchase and keep in full force and effect during the Lease Term, insurance under policies issued by insurers of recognized responsibility, qualified to do business in the State of Illinois on the Building in amounts reasonably consistent with market practice, against fire and such other risks as may be included in standard forms of all risk coverage insurance reasonably available from time to time. Neither Landlord's obligation to carry such insurance nor the carrying of such insurance shall be deemed to be an indemnity by Landlord with respect to any claim, liability, loss, cost or expense due, in whole or in part, to Tenant's negligent acts or omissions or willful misconduct.

c) **Indemnity**. Tenant will indemnify, defend and hold the Indemnitees harmless from any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages) losses, liabilities, judgments and expenses (including without limitation court costs and attorneys' fees), arising in any areas controlled by Tenant or arising from the negligence or willful misconduct of any Tenant Party or the breach by Tenant of any of its obligations hereunder. If any action or proceeding is brought against the Indemnitees by reason of any such claim, Tenant upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

8. *FIRE AND CASUALTY DAMAGE.*

a) **Substantial Untenantability**. If any fire or other casualty (whether insured or uninsured) renders all or a substantial portion of the Premises or the Building untenantable, Landlord shall, with reasonable promptness notify Tenant of the estimated time required to Substantially Complete the repair ("Landlord's

Notice"). If Landlord's estimated time to Substantially Complete the repair exceeds 365 days from the issuance of all necessary permits, then Landlord, or Tenant if all or a substantial portion of the Premises is rendered untenantable, shall have the right to terminate this Lease as of the casualty date upon written notice to the other within 20 days after delivery of Landlord's Notice. Tenant shall not have the right to terminate this Lease pursuant to this Section if any damage or destruction was caused by the act or neglect of Tenant, its agent or employees. Unless this Lease is terminated as provided in the preceding subparagraph, Landlord shall proceed with reasonable promptness to repair and restore the Premises to its condition as existed prior to such casualty. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if the repairs are not in fact completed within the time period estimated by Landlord so long as Landlord shall proceed with reasonable diligence to complete such repairs.

b) **Insubstantial Untenantability**. If the Premises or the Building is damaged by a casualty but neither is rendered substantially untenantable or if the Premises or the Building is rendered substantially untenantable and Landlord estimates that the time to Substantially Complete the repair will not exceed the longer period of either 365 days from the date of occurrence, or 180 days from the issuance of all necessary permits, then Landlord shall proceed to repair and restore the Building or the Premises other than Tenant Additions, with reasonable promptness, unless Landlord makes a good faith determination that restoring the Premises would be uneconomical, then Landlord may terminate this Lease by giving written notice to Tenant within 30 days after the casualty.

c) **Insurance Proceeds**. Tenant acknowledges that Landlord shall be entitled to the full proceeds of any insurance coverage, whether carried by Landlord or Tenant, for damages to the Premises, except for those proceeds of Tenant's insurance for personal property and equipment removable by Tenant at the Termination Date. Landlord shall have no duty to repair or restore any portion of any Tenant Additions or to expend for any repair or restoration of the Premises or Building amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration.

d) **Rent Abatement**. Except for the negligence or willful act of Tenant or its agents, employees or contractors, if all or any part of the Premises are rendered untenantable by fire or other casualty and this Lease is not terminated, Monthly Base Rent and Additional Rent shall abate for the untenantable part of the Premises on a per diem basis from the date of the casualty until Landlord has Substantially Completed its required repair work in the Premises, provided, that as a result of such casualty, Tenant cannot during such period legally occupy the untenantable portion of the Premises. The rent abatement provided for in this paragraph shall be Tenant's sole remedy against Landlord for such untenantability.

9. ***EVENTS OF DEFAULT.*** Each of the following events shall constitute a "Default" by Tenant under the Lease: (i) Tenant fails to pay any installment or other payment of Rent, including Additional Rent, and Tenant fails to cure such default within five days after written notice to Tenant, (ii) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease or the Work Letter and fails to cure such default within 15 days after written notice to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a Default for which this Lease specifies there is no cure or grace period), (iii) the interest of Tenant in this Lease is levied upon under execution or other legal process, (iv) a petition is filed by or against Tenant to declare Tenant bankrupt or seeking a plan of reorganization under any Chapter of the Bankruptcy Code, as amended or replaced, or to delay payment of, reduce or modify Tenant's debts, which in the case of an involuntary action is not discharged within 30 days, (v) Tenant is declared insolvent by law or any assignment of Tenant's property is made for the benefit of creditors, (vi) a

receiver is appointed for Tenant or Tenant's property, and is not discharged within 30 days, (vii) any action taken by or against Tenant to reorganize or modify Tenant's capital structure in a materially adverse way which in the case of an involuntary action is not discharged within 30 days, (viii) upon the dissolution of Tenant, (ix) upon the third occurrence within any 12 month period that Tenant fails to pay Rent when due or breaches a particular covenant of this Lease (which shall be a non-curable Default whether or not such Rent is thereafter paid within any stated cure or grace period), (x) Tenant fails to vacate the Premises immediately upon termination of the Lease or upon termination of Tenant's right to possession, or (xi) Tenant Defaults under any other lease with Landlord for any other premises in the Building. The written notice specifically set forth in this paragraph shall satisfy any notice required by a statute or law enacted now or later and Tenant hereby waives any notice required by statute or law, to the extent permitted under that statute or law.

10. NO WAIVER. Landlord's failure to insist upon strict performance of any covenant, condition, provision, rule or regulation in this Lease or to exercise a right shall not be a waiver of any right or remedy and shall not be a waiver of a subsequent breach or default. A waiver by Landlord for one tenant shall not constitute a waiver for another tenant. Landlord's acceptance of Rent following a Default shall not waive Landlord's rights regarding such Default. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent due, regardless of any endorsement or statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith. Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of Rent due.

11. LANDLORD'S REMEDIES.

a) **Remedies**. Upon any Tenant Default, Landlord may, in addition to all other rights and remedies afforded to Landlord under the Lease or by law or equity, take any of the following actions which shall be distinct and cumulative: (i) terminate this Lease by giving Tenant notice in which event, the Lease Term shall end and all of Tenant's rights and interests shall expire on the date stated in such notice; (ii) terminate Tenant's right of possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date specified in such notice; or (iii) enforce the provisions of this Lease and protect the rights of the Landlord by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all monies due or to become due from Tenant for the balance of the Lease Term.

b) **Termination of the Lease**. In the event Landlord terminates the Lease, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty all Rent and other amounts accrued under the Lease to the date of termination, including Late Fees and Default Rate interest charges, (i) to the extent not recovered by Landlord pursuant to section 14(b)(iii), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (ii) all Landlord's expenses of reletting, including without limitation, repairs, alterations, improvements, rent concessions, additions, decorations, legal fees and brokerage commissions (collectively, the "Reletting Expenses"), multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of Lease termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iii) all Rent to be paid by Tenant for the balance of the Lease Term as if the Lease had not been terminated, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the termination, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord's efforts to mitigate will not be deemed unreasonable if by way of example and not

limitation (A) Landlord rents other vacant space in the building before the Premises, (B) rejects a proposed tenant who is already a tenant in the Building, (C) a proposed tenant is not commercially acceptable, or (D) Landlord relets the Premises for less than the stated Rent.

c) **Termination of Possession**. If Landlord terminates Tenant's possession without terminating the Lease, Tenant shall pay to Landlord (i) all Rent and other amounts accrued under the Lease to the date of termination of possession, including Late Fees and Default Rate interest charges, (ii) to the extent not recovered by Landlord pursuant to section 14(c)(iv), all unamortized tenant improvement, rent concession, and leasing commission costs incurred by Landlord, (iii) the Reletting Expenses, multiplied by that fraction the numerator of which is the number of Lease Months remaining in the Lease Term at the time of possession termination and the denominator of which is the total number of Lease Months in the Lease Term, and (iv) all Rent to be paid by Tenant for the balance of the Lease Term subsequent to the date of judgment, discounted at the discount rate of the Federal Reserve Bank of Chicago, at the time of the judgment, less the amount of rental loss Tenant proves Landlord could have reasonably mitigated. Landlord may, but shall not be obligated to (except as may be required by law), relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are reasonably acceptable to Landlord. For purposes of such reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent reasonably necessary or desirable. If the Premises are (A) not relet, or (B) relet and the consideration realized after payment of all Landlord's Reletting Expenses, is insufficient to satisfy the payment when due of Rent reserved under this Lease for any monthly period, then Tenant shall pay Landlord upon demand any such deficiency monthly. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

d) **Landlord's Entry**. In the event of a Tenant Default, Landlord may, at Landlord's option, with order of court enter into the Premises, remove Tenant's property, fixtures, furnishings, signs and other evidences of tenancy, and take and hold such property; provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Rent for the full Lease Term or from any other obligation of Tenant under this Lease. Any and all property removed from the Premises by Landlord pursuant to the authority of the Lease or law, may be handled, removed or stored by Landlord at the risk and cost of Tenant, and Landlord shall not be responsible for its preservation or safekeeping in the absence of gross negligence or willful misconduct. Tenant shall pay Landlord, upon demand, any and all expenses incurred by Landlord in the removal and storage of such property. Any such property of Tenant not redeemed by Tenant within 30 days after the Termination Date, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

e) **Landlord's Lien**. In addition to any statutory lien for rent in Landlord's favor, Tenant grants to Landlord a continuing security interest for all Rents and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture, inventory and other personal property of Tenant situated on the Premises (and all proceeds of any insurance that may accrue to Tenant by reason of the destruction or damage of that property), and such property shall not be removed without the consent of Landlord until all arrearage in Rent then due to Landlord hereunder

shall first have been paid and discharged any statutory lien for Rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

f) **Waiver of Trial by Jury.** In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant each hereby expressly waives trial by jury in any action, proceeding or counterclaim brought by either party against the other and any right to a trial by jury under any law, statute, regulation, rule or public policy in connection with any matter whatsoever arising out of or relating in any way to this Lease.

g) **Jurisdiction.** To the full extent permitted by law, Landlord and Tenant agree that the Lease shall be construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles and the federal and state courts of Illinois in the forum of Landlord's choice.

h) **Bankruptcy**. The following provisions shall apply in the event of the bankruptcy or insolvency of Tenant.

i. Lease Assumption. In connection with any proceeding under the Bankruptcy Code where Tenant as debtor-in-possession or Tenant's trustee (the "Electing Party") elects to assume this Lease, such election shall be made within 30 days of the bankruptcy filing without any extension of the election period and may only be made upon compliance with the provisions of (1) and (2) below, which conditions Landlord and Tenant acknowledge to be commercially reasonable.

1. Any election to assume this Lease under the Bankruptcy Code must provide for the Electing Party to cure or provide to Landlord adequate assurance that it will cure all monetary defaults under this Lease within 15 days from the date of assumption and it will cure all non-monetary defaults under this Lease within 30 days from the date of assumption.

2. If the Electing Party has assumed this Lease or elects to assign Tenant's interest under this Lease to any other person, such interest may be assigned only if the intended assignee has provided adequate assurance of future performance, of all of the obligations imposed on Tenant under this Lease. For the purposes hereof, "adequate assurance of future performance" means that each of the following conditions has been satisfied: (a) The assignee has submitted a current financial statement, certified by its chief financial officer, which shows a net worth and working capital in amounts sufficient to assure the future performance by the assignee of Tenant's obligations under this Lease; and (b) Landlord has obtained consents or waivers from any third parties which may be required under a lease, mortgage, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

3. Landlord's acceptance of rent or any other payment from any trustee, receiver, assignee, or other entity will not waive, the requirement of Landlord's consent, Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent, or Landlord's claim for any amount of Rent due from Tenant.

ii. Lease Rejection. In the event the Electing Party elects to reject this Lease then Landlord shall immediately be entitled to possession of the Premises without further court order or obligation to Tenant or the trustee.

12. ***SURRENDER OF PREMISES.*** Upon the Termination Date, Tenant shall surrender and vacate the Premises immediately and deliver possession to Landlord in a clean, good and tenantable condition, ordinary wear and tear, casualty, fire and damage caused by Landlord excepted. Tenant shall deliver to Landlord all keys to the Premises. Tenant shall remove from the Premises all personal property, Tenant's trade fixtures, all cables and, where Landlord requires, all wiring installed above the ceiling for Tenant's use, and all equipment, cables and wiring for any computer network or telecommunication or security systems. Tenant shall also, subject to Section 7(c) remove such Tenant Additions as required by Landlord. Tenant immediately shall repair all damage resulting from removal of any of Tenant's property, furnishings or Tenant Additions and shall close all floor, ceiling and roof openings. If any of the Tenant Additions involved the lowering of ceilings, raising of floors or the installation of specialized wall or floor coverings or lights, then Tenant shall also be obligated to return such surfaces to their condition prior to the commencement of this Lease. In the event Tenant shall fail to remove those items described above they shall be conclusively presumed abandoned by Tenant and Landlord may, (but shall not be obligated to), at Tenant's expense, remove any of such property and store, sell or otherwise deal with such property as provided in Section 14(d), including the waiver and indemnity obligations provided in that Section. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in removing any of Tenant Additions and in restoring the Premises to the condition required by this Lease at the Termination Date.

13. ***HOLDING OVER.*** Tenant shall pay Landlord the greater of (i) 150% of the monthly Rent payable for the month immediately preceding the holding over (including increases for Additional Rent which Landlord may reasonably estimate) or, (ii) 150% of the monthly fair market rental value of the Premises as reasonably determined by Landlord for each month or partial month that Tenant retains possession of any portion of the Premises after the Termination Date. Tenant shall also pay all damages sustained by Landlord by reason of such retention of possession, including but not limited to consequential damages. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord and Tenant's continued occupancy of the Premises shall be as a tenancy in sufferance.

14. ***RULES AND REGULATIONS.*** Tenant agrees for itself and for its subtenants, employees, agents, and invitees to comply with any attached rules and regulations and with all reasonable modifications and additions that Landlord may make from time to time provided that any such rules and regulations do not materially conflict with the terms and provisions of this Lease. In the event of such conflict, the terms and provisions of the Lease shall control. Nothing in this Lease shall impose upon Landlord any duty or obligation to enforce the rules and regulations as set forth or as hereafter adopted, or the terms, covenants or conditions of any other lease as against any other tenant, and Landlord shall not be liable to the Tenant for violation of the rules and regulations by any other tenant, its servants, employees, agents, visitors or licensees. Landlord shall use reasonable efforts to enforce the rules and regulations of the Building in a uniform and non-discriminatory manner. Tenant shall pay to Landlord all damages caused by Tenant's failure to comply with the provisions of this Section and shall also pay to Landlord as Additional Rent an amount equal to any increase in insurance premiums caused by such failure to comply.

15. ***LANDLORD RESERVED RIGHTS.*** Landlord reserves the following rights exercisable without notice to Tenant and without liability to Tenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for offset or abatement of Rent: (i) to change the Building's name or street address upon 30 days' prior written notice to Tenant, (ii) to install, affix and maintain all signs on the exterior and interior of the Building, (iii) to designate and approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from

the exterior of the Premises, (iv) upon reasonable notice to Tenant, to display the Premises to prospective purchasers at reasonable hours at any time during the Lease Term and to prospective tenants at reasonable hours during the last 12 months of the Lease Term or during any period of time when a Default has occurred and is continuing, (v) to grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the purpose permitted hereunder, (vi) to change the arrangement and/or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, washrooms or public portions of the Building, and to close entrances, doors, corridors, elevators or other facilities, provided that such action shall not materially and adversely interfere with Tenant's access to the Premises or the Building, (vii) to constantly have pass keys to the Premises, (viii) to close the Building after Standard Operating Hours except that Tenant and its employees shall be entitled to admission at all times, under such regulations as Landlord prescribes for security purposes, and (ix) to make alterations, contractions, expansions or additions to the Building or Property provided, that no such changes shall materially alter the size of the Premises (However, the Rentable Area of the Building and Tenant's Proportionate Share may be equitably adjusted to reflect the change in circumstance) or deny reasonable ingress to and egress from the Premises. By executing this Lease, Tenant consents to a change in Tenant's Proportionate Share caused by any alteration, expansion or addition to the Building.

16. ***RELOCATION.*** Landlord may, at Landlord's expense, relocate Tenant within the Building to space, which is comparable in size, utility and condition to the Premises. If Landlord relocates Tenant, Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment, and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of the Lease shall remain in full force and shall apply to the relocation space.

17. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and addressed to the parties at the address specified in the Lease Schedule and (i) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, (ii) hand delivered to the intended addressee, (iii) sent prepaid via a nationally recognized overnight delivery service, or (iv) sent by facsimile transmission, followed by a confirmatory letter. All notices shall be deemed served: (A) three days after deposit in the United States Mail, (B) the date of facsimile transmission or actual service, or (C) one business day after deposit with a nationally recognized overnight delivery service, as the case may be. The parties may change their addresses by giving notice to the other.

18. ***MISCELLANEOUS.***

a) **Option**. This Lease shall not become effective as a lease or otherwise until executed and delivered by both Landlord and Tenant. The submission of the Lease to Tenant does not constitute a reservation of or option for the Premises. The submission of a Tenant signed Lease to Landlord shall constitute an irrevocable offer on the part of Tenant in effect for 30 days to lease the Premises on the terms and conditions herein contained.

b) **Tenant Authority**. Tenant represents and warrants to Landlord that it has full authority and power to enter into and perform its obligations under this Lease, that the person executing this Lease has full power to do so, and that no third party consent or authorization is necessary.

c) **Prohibited Persons and Transactions**. Tenant represents and warrants to Landlord that (i) neither Tenant (nor any person or entity that directly owns a 10% or greater equity interest in Tenant), nor its officers, directors, members or employees is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) throughout the Term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act. In addition, Tenant shall provide Landlord with a certificate or other evidence reasonably acceptable to Landlord of Tenant's continuing compliance with this paragraph. Tenant shall indemnify and hold the Indemnitees harmless from any and all losses, costs, claims and liabilities (including without limitation court costs and attorneys' fees), arising from Tenant's breach of this paragraph. If any action or proceeding is brought against an Indemnitee by reason of any such claim, Tenant upon notice from Landlord will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification will survive the expiration or termination of this Lease.

d) **Entire Agreement**. This Lease and the attached Exhibits and Riders contain the entire agreement between Landlord and Tenant concerning the Premises. There are no other agreements, either oral or written, and no other representations or statements, either oral or written, on which Tenant has relied. This Lease shall not be modified, except by written instrument signed by Landlord and Tenant. This Lease is for the sole benefit of Landlord and Tenant, and no third party shall be deemed a third party beneficiary.

e) **Landlord's Obligations on Sale of the Building**. The sale or transfer of the Building shall relieve Landlord of all Lease obligations accruing or to be performed after the sale or transfer date, provided the buyer or transferee specifically assumes Landlord's obligations.

f) **Binding Effect**. This Lease binds and inures to the benefit of Landlord and Tenant and their respective representatives, successors and permitted assigns.

g) **Captions**. Section headings shall not limit or construe the contents of the sections.

h) **Severability**. The illegality, invalidity, or unenforceability of any provision of this Lease under present or future Laws, shall not affect the remainder of this Lease. In lieu of such provision, a clause as similar as possible while still legal, valid and enforceable shall be substituted.

i) **No Merger**. The leasehold estate shall not merge with the fee estate for any part of the Premises if the same entity holds directly or indirectly any interest in this Lease and any interest in the fee estate.

j) **Abandonment**. If Tenant vacates the Premises but otherwise complies with all terms, covenants and conditions of this Lease, Landlord may (i) enter into the Premises to show the space to prospective tenants, (ii) reduce the services provided to Tenant to such levels as Landlord reasonably determines adequate for an unoccupied premises, and (iii) during the last six (6) months of the Lease Term, prepare the Premises for occupancy by another tenant upon the end of the Lease Term. Tenant expressly

acknowledges that absent written notice from Tenant, none of the foregoing acts or any other act of Landlord shall constitute a termination of Tenant's right to possession or an acceptance of Tenant's surrender of the Premises, and the Lease shall continue in effect.

k) **Landlord's Right to Perform Tenant's Duties.** If Tenant fails to timely perform any necessary maintenance to the tenant space under this Lease, Landlord shall have the right (but not the obligation), to perform such maintenance on behalf and at the expense of Tenant without prior notice to Tenant. All expenses incurred by Landlord in performing such maintenance shall be Additional Rent due and payable upon demand by Landlord with a 15% surcharge to defray Landlord's supervision and overhead expenses. Tenant releases Landlord from any liability, loss or damage to Tenant arising from Landlord's performance of tenant space maintenance pursuant to this paragraph. Landlord's entry into the Premises pursuant to this paragraph shall not constitute an eviction.

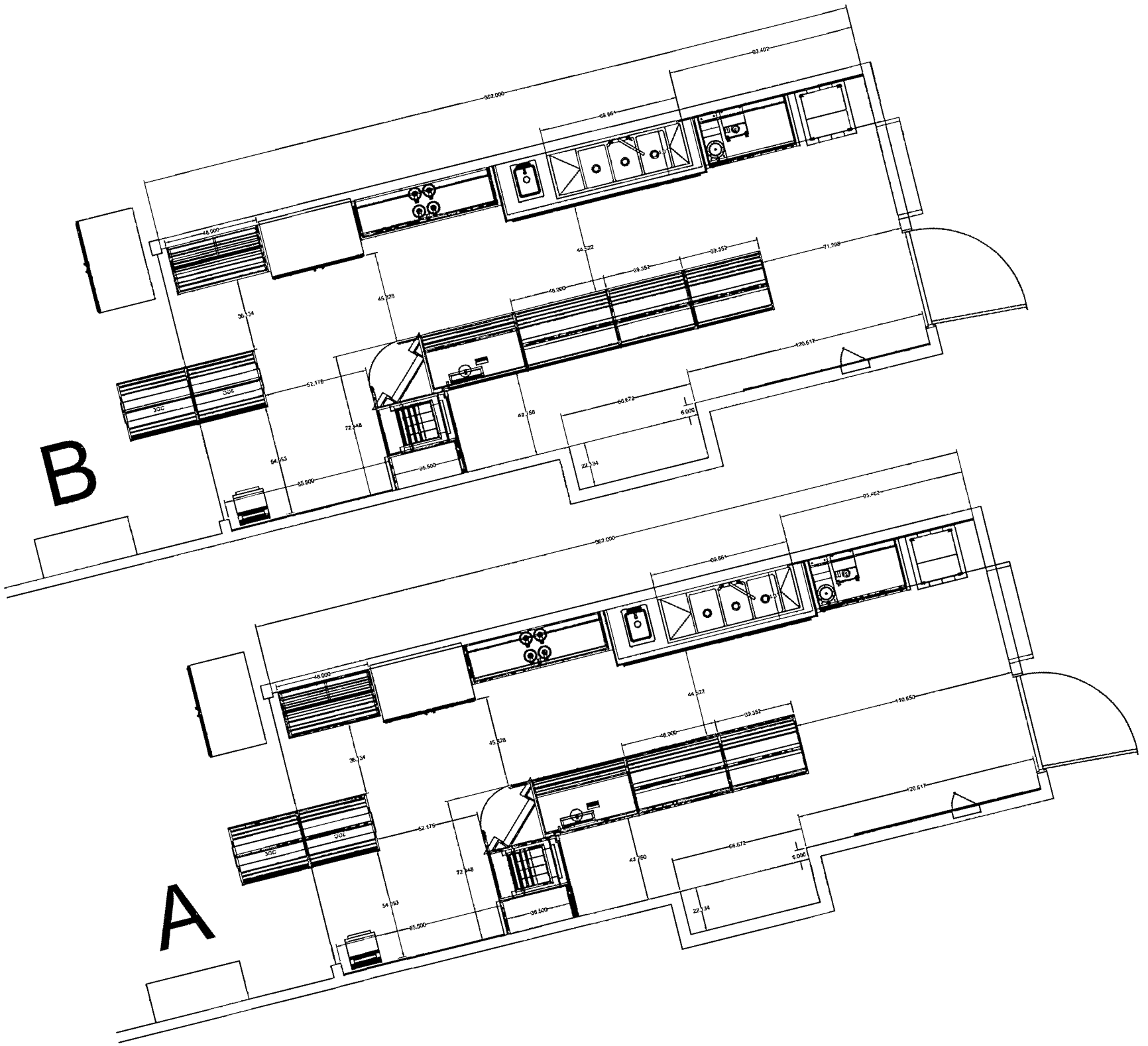
l) **Landlord's Title.** Nothing in this Lease shall empower Tenant to do any act that may encumber the title of Landlord, which shall at all times remain paramount to the title of Tenant. This Lease does not grant any rights to light or air over the Property.

m) **Consent.** Whenever Landlord or Tenant's consent is required hereunder, unless specifically provided otherwise, such consent shall not be unreasonably withheld, conditioned or delayed.

n) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in Lease Schedule.

LANDLORD:	**TENANT:**
VILLAGE OF ARLINGTON HEIGHTS	SHREE NEELKANTH INC
By: Thomas W. Hayes	By: Dilip J. Patel
Name: THOMAS W. HAYES	Name: DILIP J. PATEL
Title: Village President	Title: OWNER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VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A MUTUAL TERMINATION OF LEASE AGREEMENT WITH SHREE NEELKANTH, INC. FOR THE DOWNTOWN TRAIN STATION

WHEREAS, the Village is the owner of the premises commonly known as the Downtown Metra Train Station, located at 45 W. Northwest Highway, Arlington Heights, IL 60004 (*"Station"*); and

WHEREAS, Shree Neelkanth Inc., an Illinois corporation (*"Shree"*), and the Village entered into a Lease dated January 1, 2021 (*"Lease"*) allowing Shree to operate a newsstand business in a portion of the Station; and

WHEREAS, Shree and the Village desire to enter into an agreement to terminate and cancel the Lease (*"Agreement"*); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Village President and Board of Trustees hereby approve the 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 AGREEMENT. The Village President and Board of Trustees hereby authorize and direct the Village Manager and the Village Clerk 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 Shree; provided, however, that if the executed copy of the Agreement 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 Village President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS _____ day of _____, 2025

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Resolution Approving a Concession Agreement with Awesome B, Inc. to operate concessions in the Village-owned Metra Train Station.

Department: Planning & Community Development

Item Description:

Background

Following the termination of the existing lease for concessions at the Downtown Metra Station, a new company has provided a proposal to operate a café in the smaller of the two tenant spaces.

Mr. Hyun Kang of Awesome B Inc., has coordinated with staff on a draft lease to open Sip & Bite in the approximately 410-square-foot retail space at the village-owned Metra Station. The proposed café would operate in a similar fashion to the previous business and offer a variety of non-alcoholic beverages, such as coffee, tea, and boba in addition to preparing bakery items such as waffles and croissants. The lease would run from September 3, 2025, until August 30, 2028. Staff has met with the prospective owner to discuss their business concept and determined it is appropriate for the space. The new business entity has also provided an Equipment Purchase Agreement that demonstrates their financial investment in the proposed business operation.

Recommendation

Staff recommends approving the new lease with Awesome B, Inc. Starting on September 3, 2025 and running until August 30, 2028 with a mutual option to extend the lease for an additional 24-month period.

ATTACHMENTS:

1. Staff Memo - Metra Tenant Spaces 8.26.25 (Duplicate Memo)
2. Metra Train Station Lease Sip & Bite - 8-20-25 Signed
3. Equipment Purchase Agreement Signed 8-26.25
4. Resolution Approving Concession Agreement Downtown Metra Station 8-26.25

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

MEMO

Date: August 26, 2025

To: Emily Rodman - Director of Planning & Community Development

From: Michael Lysicatos - Assistant Director, Planning & Community Development

Subject: Metra Station Lease Termination/Concession Agreement (Duplicate Memo)

Current Use
In 2020, the Village entered into lease terms with Shree Neelkanth Inc. Gateway Newstands. Shree Neelkanth was a new entity created by the business owner, Dilip Patel, when the prior parent company of Gateway Newstands dissolved prior to the Village's existing lease. The current lease terms involve a commencement date of January 1, 2021, with a termination date of December 31, 2025.

Business Interest
Over the past several months Planning & Community Staff has been contacted regarding use of the approximately 410 square foot space in the Downtown Metra tenant spaces by several different business operations. The bulk of these concepts were similar to the existing business. It is Staff's understanding that much of the interest in the Downtown Metra station is due to the business itself, Shree Neelkanth dba Gateway Newstands, being advertised as for sale. Mr. Patel has requested the lease be terminated at the end of August of this year in order for a new business, Sip & Bite owned by Awesome B, Inc., to enter into a new three-year lease with the Village. The new entity would operate in a similar fashion and offer a variety of non-alcoholic beverages, such as coffee, tea, and boba in addition prepared bakery items such as waffles and croissants. Staff has met with the prospective owner to discuss their business concept and determined it is appropriate for the space. The new business entity has also provided an Equipment Purchase Agreement that demonstrates their financial investment in the proposed business operation.

Budget Impact
As the only tenant in either Metra station, Gateway Newstands has a gross lease of $350 per month. This was negotiated down from $450 per month in May 2024 due to Metra ridership, and therefore customer base, still being well below pre-pandemic levels. The new lease with Awesome B, Inc., for Sip & Bite would increase the rent to $450.00 per month beginning on September 3, 2025. This means that anticipated revenues from rent would be:

- Existing 2025 Revenue: $4,200 (Existing Lease - $350/month)
- Proposed 2025 Revenue: $4,600 (New Lease Sep. – Dec.)
- Calendar Years 2026-2030: $5,400 annually ($450/month)

Recommendation
Staff recommends approving the Termination of the existing lease with Shree Neelkanth for the remainder of 2025 and approving a new lease with Awesome B, Inc. Starting on September 3, 2025 and running until August 30, 2028 with a mutual option to extend the lease for an additional 24-month period.

CONCESSION AGREEMENT

This Agreement, entered into this _____ day of September, 2025 ("***Effective Date***"), by and between the **VILLAGE OF ARLINGTON HEIGHTS**, an Illinois home rule municipal corporation ("***Village***"), and **AWESOME B, INC.** ("***Concessionaire***").

WITNESSETH:

WHEREAS, the Village is the lessee of the premises commonly known as the Downtown Metra Train Station, located at 45 W. Northwest Highway, Arlington Heights, IL 60004 ("***Station***"); and

WHEREAS, the Village has set aside a portion of the Station ("***Concession Area***") for the sale to commuters of a variety of non-alcoholic beverages, such as coffee, tea, and boba, in addition to prepared bakery items such as waffles and croissants ("***Offerings***"); and

WHEREAS, the Concessionaire desires to occupy the Concession Area to operate a concession ("***Concession***") at the Station;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein contained, the parties mutually agree as follows:

1. **Premises**. The Concession Area is that location shown upon **Exhibit A** attached to this Agreement and by this reference made part of this Agreement, which consists of an area, approximately 350 square foot in size. The Concessionaire must secure the Concession Area during the hours when the Concession is not in operation.

2. **Term of Agreement**. The term of this Agreement will be for the period of September 3, 2025, through August 30, 2028 ("***Initial Term***"). Upon the mutual written agreement of the Village and the Concessionaire, the term of this Agreement may be renewed upon the expiration of the Initial Term for one additional 24-month period ("***Renewal Terms***"). Notwithstanding any other provision of this Agreement to the contrary, either the Village or the Concessionaire may terminate this Concession Agreement at any time upon 60 days written notice to the other party.

3. **Concession Fee**. The Concessionaire must pay a monthly concession fee to the Village ("***Concession Fee***") of $450.00 per month.

4. **Manner of Payment**. The Concession Fee must be paid at the office of the Village's Finance Director in the following manner:

   a. The Concession Fee is payable in advance on the first day of each and every month;

   b. Failure to pay the Concession Fee when due will constitute a breach of this Agreement and will be grounds for termination of this Agreement by the Village.

5. **Scope of Concession**. The Concessionaire must provide the Offerings to the public without discrimination as to race, color or creed. Sales must be limited to items as defined herein, and restricted to coffee, croissant sandwiches, pastries and muffins, bottled water and beverages, matcha, and mocktails. Additional offerings may include toasted bagels, vegan snack options, seasonal beverages, grab-and-go breakfast items, and empanadas. Additional products and/or services not listed above may be provided or sold by the Concessionaire only upon the prior written approval of the Village.

a. The prices charged by the Concessionaire for services, food, and drinks must be reasonable and may not be in excess of prices prevailing elsewhere for the same kind of quality of service.

b. At no time may Concessionaire sell or give away any alcoholic beverages, or allow any alcoholic beverages to be consumed in the Concession Area.

c. The Concessionaire must operate at least between the hours of 5:00 a.m. to 5:00 p.m., Monday through Friday, and 9:00 a.m. to 4:00 p.m., Saturdays (excluding legal holidays). The Concessionaire may operate during additional hours, including on Sundays, in its discretion and upon prior written notice to the Village.

d. The Concessionaire must not allow any person to live or sleep in the Concession Area, nor may the Concessionaire permit disorderly persons to remain upon or loiter within the Concession Area.

e. The Concessionaire must not use or permit the Concession Area to be used for any purpose other than the Concession as set forth herein, or for any unlawful, immoral, or indecent activity. The Concessionaire must confine activities to the Concession Area.

f. The Concessionaire covenants and agrees not to maintain any nuisance in the Concession Area which may be in any manner injurious to or endanger the health, safety and comfort of the persons in the vicinity of the Concession Area.

g. The Concessionaire covenants and agrees to keep the Concession Area in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the Village, the State of Illinois, County of Lake and the United States of America, and all regulatory agencies thereof.

6. **Grant of Limited-Exclusion License**. Subject to the terms and conditions of this Agreement, the Village hereby agrees not to enter into any agreements to allow any party other than the Concessionaire to operate in the Concession Area during the term of this Agreement.

7. **Alteration, Repairs, and/or Improvements**. The Concessionaire may not make any alterations, repairs, or improvements to the Concession Area or Station without first obtaining the prior written consent of the Village. Requests to make any alterations, repairs, or improvements must be in writing.

a. Any such permitted alterations, repairs, or improvements will be made at the expense of the Concessionaire and will become the property of the Village.

b. The Concessionaire may not post any signs or lights without obtaining the prior written consent of the Village.

8. **Equipment**. The Concessionaire may furnish and install at its own expense any equipment, materials, furniture, supplies, or other items necessary for the proper operation of the concession. The Concessionaire's equipment may be placed and installed only upon the written approval of the Village.

9. **Maintenance of the Concession Area**. The Concessionaire is responsible for the reasonable and proper care of the Concession Area. The Concessionaire must repair, or cause to be repaired, any damage to the property caused by the Concessionaire or its employees, agents, guests, or patrons. The

Concessionaire must keep and maintain the Concession Area in a clean and sanitary condition and must provide adequate garbage and refuse containers which must conform in appearance with the existing containers in the Station. In the event that the Concessionaire observes maintenance issues in the area of the Station located outside of the Concession Area, the Concessionaire must contact the Village's Superintendent of Facilities.

10. **Custodial Care**. The Concessionaire is and will be solely responsible for custodial care and daily clean-up of the Concession Area and the immediate vicinity thereof, including outside the Station and inside the Station attributable to the Concessionaire's operations.

11. **Environmental**.

a. The Concessionaire must, at its sole cost and expense, comply with all Environmental Laws pertaining to its operations, equipment, and personal property located at the Station. For purposes of this Agreement, "Environmental Law" means:

i. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any unit or agency of government, existing as of the Effective Date of this Agreement and as amended thereafter, relating to:

A. The protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or

B. The exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

ii. "Environmental Law" also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance (as that term is defined in Section 11.b of this Agreement) and the following statutes and implementing regulations:

A. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);

B. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);

C. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);

D. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);

E. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and

F. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

b. The Concessionaire must not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Station in violation of any Environmental Law. For purposes of this Agreement, "Hazardous Substance" means any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or byproduct thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

c. If the Concessionaire causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Station in violation of any Environmental Law and such violation results in the contamination of the Station, the Concessionaire must indemnify and save harmless the Village, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Concessionaire's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Concessionaire, except to the extent caused by the sole negligence of the Village.

d. The Concessionaire represents, covenants and warrants that the Concessionaire's operations in, on or under the Station must be in compliance with all applicable Environmental Laws.

12. **Liens**. The Concessionaire must not allow the Concession Area or the Station at any time during the term of this Agreement to become subject to any lien due to any work by the Concessionaire or due to any circumstance within the Concessionaire's control. All contracts and agreements by the Concessionaire for any work by the Concessionaire must include provisions specifically prohibiting the creation or imposition of a lien on the Concession Area or the Station. The Concessionaire must provide the Village Manager with an advance copy of any contract or agreement affecting the operation of the Concession or the Concession Area prior to execution so that the Village Manager can confirm that the contract or agreement complies with this Section 12 and all other provisions of this Agreement. The Concessionaire must, and does hereby, indemnify and hold the Village harmless against any and all liens imposed upon the Concession Area or the Station in violation of this Agreement.

13. **Disclaimer**. The Concessionaire expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Concession Area for the purposes set forth herein, or for any other purpose or use, express or implied, by the Concessionaire. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND

HABITABILITY ARE HEREBY EXCLUDED. The Concessionaire accepts use of the Concession Area and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". The Concessionaire acknowledges that it has inspected the Concession Area and has satisfied itself as to the adequacy, fitness and condition thereof.

14. **Security**. The Concessionaire assumes and exercises full responsibility for the security of the Concession Area. The Concessionaire must provide security for the Concession Area in the manner and to the extent it deems necessary, at its expense, provided that access by the Village and Metra is assured and not unreasonably restricted in a manner that conflicts with the Village's or Metra's operation of the Station. The Concessionaire must timely communicate to the Village any and all proposed security measures and obtain the Village's approval prior to the beginning of the term of this Agreement. The Village is and will not be liable for unauthorized use of the Concession Area.

15. **Utilities, Taxes, and Other Charges**. The Concessionaire must contract for and pay for any taxes or other charges incurred or assessed against the operation of the Food Concession herein granted; provided, however, that the Village will provide electricity and water without charge to the Concessionaire for the sole purpose of operating said Food Concession.

16. **Compliance with Law**.

a. The Concessionaire must observe and comply with all laws, statutes, ordinances, rules and regulations of the United States government, the State of Illinois, the Counties of Cook and Lake, and the Village, or any department or agency of the foregoing.

b. The Village will have the right to make inspections at any reasonable time to ensure compliance with this Agreement.

17. **Destruction of Premises**. If during the term of this Agreement the Concession Area is destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for occupancy or use, the rentals will abate until such time that said Concession Area is duly repaired. In the event such repairs have not been made and the Concession Area restored for use by the Concessionaire, the Concessionaire, at its option, may terminate this Agreement or continue thereunder pursuant to the terms and conditions hereof. A prorated portion of any rental prepaid prior to such destruction or damage as is contemplated by this paragraph, will be refunded for the period Concessionaire was not allowed the use of the Concession Area.

18. **Subletting and Assignments**. The Concessionaire may not sublet the whole or any part of the Concession Area, nor assign, hypothecate, or mortgage this Agreement, or any or all of its rights hereunder without prior written consent of the Village.

19. **Indemnity**. The Concessionaire will conduct its activities upon the Concession Area so as not to endanger any person or lawfully thereon; and must indemnify, save and hold harmless the Village and all of its officers, agents, employees, and attorneys from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the Concessionaire and the Concessionaire's agents, officers, employees, guests, patrons, or any person or persons admitted to the Concession Area while said premises are used by and under the control of the Concessionaire.

20. **Limitation on Village's Liability**. In no event will the Village be liable to the Concessionaire for any consequential, incidental, special, and/or indirect damages or losses (in contract,

tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

21. **Insurance**.

a. During the term of the Agreement, the Concessionaire must purchase and maintain the following insurance, having at least the minimum amount of coverage shown:

i. General liability insurance in an amount not less than $1,000,000 per injury and $1,000,000 per occurrence;

ii. Property damage insurance in an amount not less than $1,000,000; and

iii. Fire insurance in an amount equal to the replacement value of the Concession Area and the improvements thereon, as approved in writing by the Village.

b. All insurance required by this Agreement must be secured from an insurance company or companies which must have been approved by the Director of Finance and the Corporation Counsel of the Village, and must name the Village as an additional insured. All insurance premiums will be the obligation of, and will be paid by, the Concessionaire. All insurance policies and evidence of the initial payments made thereunder must be delivered to the Director of Finance at the signing of this Agreement, and will be held by the Village for the term of the Agreement. During the term of this Agreement, the Concessionaire must also deposit with the Village all evidence of additional premium payments made under said policies. Each insurance policy must contain a clause whereby the insurance company must agree to give written notice to the Director of Finance 30 days prior to any cancellation or alteration of said policy.

22. **Breach of Contract**.

a. Should the Village become dissatisfied with the operation of the Concession, the Village may provide written notice to the Concessionaire detailing specific concerns. The Concessionaire must address these concerns to the Village's satisfaction within 15 days of receipt of such written notice.

b. In the event of any breach of any of the terms or provisions of this Agreement, the Village will have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the Concession Area, to remove and exclude any and all persons from the Concession Area, and to remove and exclude all property of the Concessionaire therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

23. **Surrender of Premises upon Termination**. Upon the termination of this Agreement, the Concessionaire must peaceably surrender and deliver up to the Village possession of the Concession Area, including all improvements or additions thereto, in good order and condition, reasonable wear and tear excepted.

24. **Notice**. All notices that are required hereunder, or which either the Village or Concessionaire may desire to serve upon the other party, must be in writing, and will be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt required, addressed as follows:

If to the Village:

Village Manager
Village of Arlington Heights
33 S. Arlington Heights Road
Attention: Village Manager

With a copy to the Village Clerk; and

If to the Concessionaire:

_____
_____
_____
Attention: _____

25. **Certifications**. The Concessionaire certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 2012, and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

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

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

28. **Third Party Beneficiary**. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation may be made or be valid against the Village or the Concessionaire.

29. **Relationship Between the Parties**. It is understood, acknowledged and agreed by the Parties that the relationship of the Concessionaire to the Village arising out of this Agreement is that of an independent contractor and is not to be construed as partners or joint venturers. Neither the Concessionaire nor any employee or agent thereof is an employee or agent of the Village for any purpose whatsoever.

30. **Provisions Severable**. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

31. **Governing Laws**. This Agreement is to be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

33. **Waiver**. The Village will not be under any obligation to exercise any of the rights granted to it in this Agreement except as it may determine to be in its best interest from time to time. The failure of the Village to exercise at any time any such rights must not be deemed or construed as a waiver of right, nor will the failure void or affect the Village's right to enforce such rights or any other rights.

34. **Consents**. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgment, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgment, or similar indication of assent must be in writing.

35. **Interpretation**. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

36. **Exhibits**. Exhibit A is attached to this Agreement, and by this reference incorporated in and made part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

37. **Conflicts of Interest**. Concessionaire represents and certifies that, to the best of its knowledge, (a) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Concessionaire or in this Agreement, or has personally received payment or other consideration for this Agreement; (b) as of the date of this Agreement, neither Concessionaire nor any person employed or associated with Concessionaire has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (c) neither Concessionaire nor any person employed by or associated with Concessionaire may at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the date first above written.

VILLAGE OF ARLINGTON HEIGHTS,

an Illinois home rule municipal corporation

By: _____

Randall R. Recklaus, Village Manager

ATTEST:

_____

Village Clerk

Awesome B Inc (Sip & Bite)

By: Hyun Kang

ATTEST:

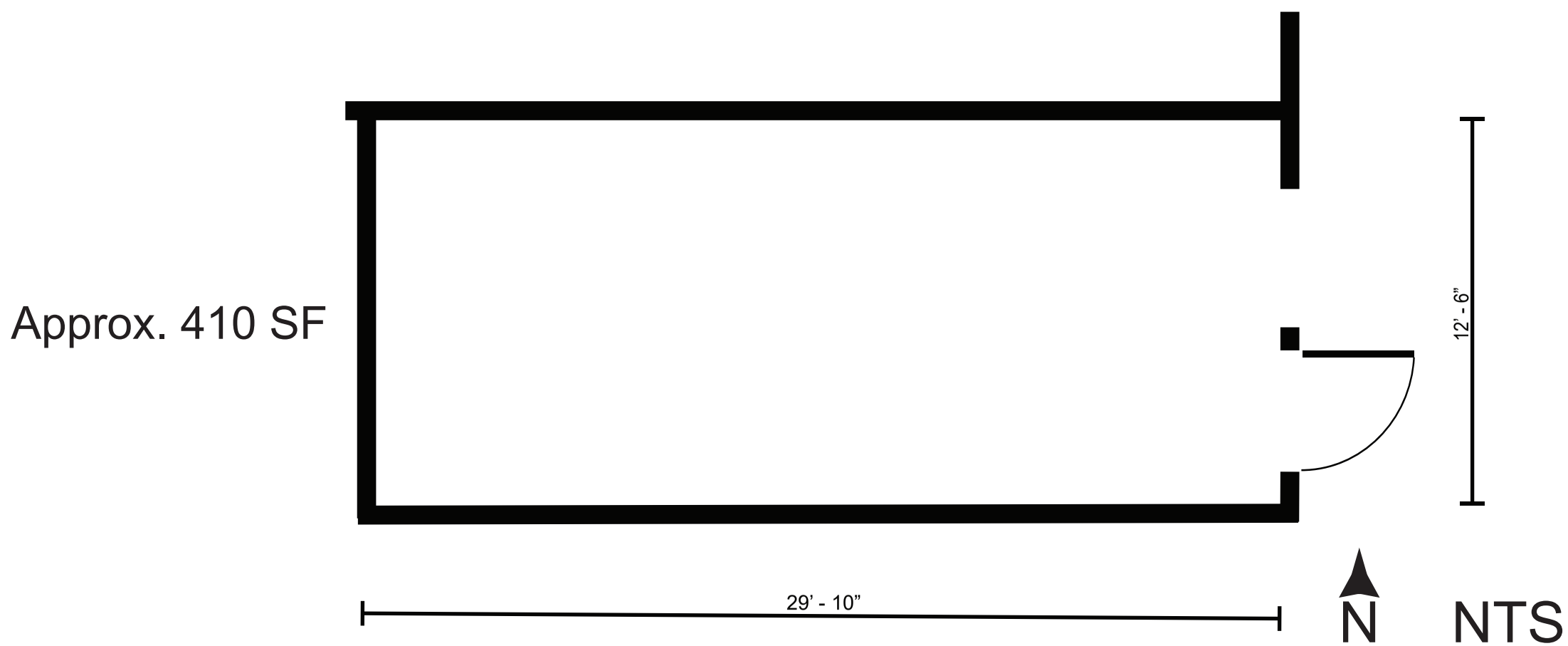
By: _____

Its: _____

EXHIBIT A

CONCESSION AREA

(attached)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NTS

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EQUIPMENT PURCHASE AGREEMENT

This is Equipment Purchase Agreement (the "Agreement") is made and entered into this 12 day of June 2025, by and between AWESOME B INC., an Illinois Corporation ("BUYER"), and SHREE NEELKANTH INC., an Illinois corporation ("SELLER"):

WHEREAS, SELLER desires to sell and BUYER desires to buy certain equipment of SELLER hereinafter described:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. **Transfer and Pricing of Certain Equipment to be Sold**. For the total purchase price of Sixty-Eight Thousand Dollars ($68,000.00) ("Purchase Price"), SELLER shall sell and BUYER shall buy:

   a. **Assets**. Only the assets listed on Exhibit A located at 45 West Northwest Hwy. Arlington Heights IL 60004 (hereinafter referred to as the "Premises"). The aforesaid shall be collectively referred to as "Purchased Assets" or "Assets".

   b. **Earnest Money.** BUYER shall deposit Five Thousand Dollars ($5,000.00) as Earnest Money with SELLER, within three days of the date of this Agreement, which shall be applied to the Purchase Price.

2. **AS – IS Condition.** Except as expressly set forth in this Agreement, BUYER agrees to accept the Equipment at Closing in its "AS IS" condition and waives all objections or claims against SELLER (including, but not limited to, any right or claim of contribution) arising from or related to the condition of the Equipment. Except as expressly set forth in this Agreement, BUYER further acknowledges and agrees that any information provided or to be provided with respect to the Equipment was obtained from a variety of sources and that SELLER has not made any independent investigation or verification of such information and makes no representations as to the accuracy, truthfulness or completeness of such information. Except as expressly set forth in this Agreement, SELLER is not liable or bound in any manner by any verbal or written statement, representation or information pertaining to the Equipment. It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that the Equipment are sold by SELLER and purchased by BUYER subject to the foregoing. SELLER makes no representation or warranty regarding the suitability of the Equipment for SELLER'S intended use, the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or condition of the Equipment or any aspect or portion thereof, or the development or income potential, or rights of or relating to, the Equipment. The provision of this Section shall survive the closing or any termination hereof.

3. **Closing Date**. The date of closing shall be no later than forty five (45) days within the date of this Agreement, but no later than July 15, 2025 ("Closing" or "Closing Date").

4. **Prorations**. The parties agree to prorate all utility bills, water bills, fuel bills, rents, rental agreements, and insurance costs, at closing, with SELLER responsible for all expenses before closing and BUYER for all expenses after closing.

5. **Closing Costs.** SELLER shall be responsible for the costs of its own legal counsel and BUYER shall be responsible for the costs of its own legal counsel, and the costs of its own due diligence activities.

6. **Lease.** SELLER'S obligations to perform under this Agreement shall be contingent upon the Landlord of the Premises releasing SELLER and its guarantors from its lease of the Premises. BUYER shall promptly submit an application with the Landlord for an assignment of lease. Should

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BUYER be unable to obtain an assignment of the lease within it's the Due Diligence Period, BUYER may terminate the Agreement any time within this time period, and if timely terminated, BUYER shall receive a refund of the Earnest Money.

7. **Representations and Warranties of BUYER**. BUYER represents and warrants to SELLER as follows:

   a. BUYER is a duly organized and existing corporation and in good standing under the laws of the State of Illinois, it is duly authorized to carry on its business in the place where such business is operated, and BUYER is authorized to enter into this Agreement and complete the obligations set forth in the Agreement.

   b. BUYER has and will maintain sufficient assets to pay, and will pay, all amounts owing its creditors when due. Such liabilities incurred by BUYER after closing shall be the obligation of BUYER.

   c. There are no legal, quasi-judicial or administrative actions, suits or proceedings of any kind or nature now pending or, to the knowledge of BUYER, threatened before any court or administrative body in any manner involving BUYER.

   d. The consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not conflict with or result in a breach of the terms, conditions or provisions of law, any order of any court or other agency or government, or any note, debenture, mortgage, loan agreement or other instrument to which BUYER is a party, or by which it is bound.

   e. There is no broker involved in this transaction. In the event a broker makes a claim against the parties for fees or a commission as a result of this Agreement, the party responsible for procuring the services of that broker shall be responsible for all such claims of the broker and shall indemnify the other party for all damages and expenses incurred by the non-procuring party, including attorney's fees incurred in defending against claims by the broker.

8. **Representations and Warranties of SELLER**. SELLER represents and warrants to BUYER to the best of SELLER's actual knowledge as follows:

   a. SELLER is a duly organized and existing corporation and in good standing under the laws of the State of Illinois, it is duly authorized to carry on its business in the place where such business is operated, and SELLER is authorized to enter into this Agreement and complete the obligations set forth in the Agreement.

   b. There are no legal, quasi-judicial or administrative actions, suits or proceedings of any kind or nature now pending or, to the knowledge of SELLER, threatened before any court or administrative body in any manner involving SELLER.

   c. The consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not conflict with or result in a breach of the terms, conditions or provisions of law, any order of any court or other agency or government, or any note, debenture, mortgage, loan agreement or other instrument to which BUYER is a party, or by which it is bound.

   d. There is no broker involved in this transaction. In the event a broker makes a claim against the parties for fees or a commission as a result of this Agreement, the party responsible for procuring the services of that broker shall be responsible for all such claims of the broker and shall indemnify the other party for all damages and expenses incurred by the non-procuring party, including attorney's fees incurred in defending against claims by the broker.

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e. The premises and the operation of the Business are not in violation in any way any laws or regulations.

f. No actions, suits, mechanics' lien, legal proceeding or any other proceedings are pending before any court or governmental agency involving or affecting the premises or Business.

g. Furnishing of any labor or materials to the premises or Business have been fully paid and all contracts are fully performed and satisfied or will be as of Closing.

h. There is no other agreement to sell the Business.

i. Seller is not a party to any employment, union, maintenance, service or similar agreements, whether written or oral, which affect the Business subsequent to this transaction.

j. Seller has paid in full all taxes arising by reason of operation of the Business except the taxes incurred during the operation of the Business, but not yet due and payable.

k. Seller has incurred no liabilities encumbering assets of Business to be sold pursuant to this Agreement.

9. **Closing**. On the Closing Date:

a. SELLER shall deliver to BUYER:
   a. a Bill of Sale
   b. Resolution adopted by the board of directors approving the contact and sales of corporation assets;
   c. Closing statement.
   d. Online UCC searches from the IL Secretary of State website

b. The parties shall sign a closing statement.
c. BUYER shall deliver the Purchase Price to SELLER in immediately available US money.

10. **Post Closing Access.** BUYER shall provide SELLER access to the Premises for at least two weeks following the Closing Date so that SELLER can remove other coolers, ATM machines, inventory, vending machines, and other items not included in the sale. NOTWITHSTANDING THE FOREGOING, SELLER SHALL NOT REMOVE SUCH EQUIPMENT UNTIL BUYER OBTAINS THE NECESSARY LICENSE AND LEASE. THE VILLAGE WILL INSPECT THE PREMISES AND REMOVAL OF ANY EQUIPMENT WILL CAUSE DELAY OR FAILURE OF OBTAINING THE LICENSE.

11. **Breach**. If this transaction is not consummated by reason of a default by BUYER, then (the foregoing, is referred to as a "BUYER's Default"), SELLER may: i. terminate this Agreement and receive the Earnest Money and reimbursement for all expenses incurred in connection with this transaction; or ii. sue for specific performance. If this transaction is not consummated by reason of a default by SELLER and such failure is not cured within five (5) days after written notice thereof to SELLER, (the foregoing, are referred to as a "SELLER's Default"), BUYER may receive the Earnest Money; or ii. sue for specific performance.

12. **General Provisions**

a. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the addresses or email addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.
b. **Time.** Time is of essence of this Agreement.

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c. **Entire Agreement**. This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein.

d. **Binding On**. This Agreement shall be binding on the parties hereto, and their respective successors, assigns, heirs, and legal representatives.

e. **Severability**. The invalidity or any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable, and the Agreement will be in force with the provision severed or as modified by the court.

f. **Controlling Law and Jurisdiction**. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Illinois and the United States, without regard to the conflict of law provisions thereof.

g. **Independent Review**. The parties and their respective counsel have had an opportunity to review this Agreement which will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party, including by reason of a party's drafting or preparing the Agreement.

h. **Force Majeure**. Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate this Agreement upon delivery of written notice to the affected party.

i. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile transmission shall be effective as delivery of an originally executed counterpart of this Agreement.

j. **Amendment**. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by the parties or their respective duly authorized representatives.

k. **Waiver.** A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof

l. **Assignment**. Neither Party may assign its interest, rights, or obligations under this Agreement without written consent from the non-assigning Party.

m. **Waiver of Jury Trial.** SELLER AND BUYER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY THE SELLER OR BUYER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WHICH RIGHT OR CLAIM RELATES DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, ANY MATTER RELATED HERETO, OR ANY ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER HAS BEEN AGREED TO AFTER CONSULTATION WITH LEGAL COUNSEL SELECTED BY BUYER AND SELLER.

n. **Limitation on Damages.** Neither party to this Agreement shall be liable to the other for any consequential, special or punitive damages under this Agreement, including, without limitation, lost profits.

13. 1 Intentionally omitted.

13.2. **Due Diligence Period**. After the effective date of this Agreement, Buyer shall have **a ten (10) calendar day period** to review the above Documents. After receipt of said documents, the Buyer

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for any reason, or for no reason, may in its sole and absolute discretion decide to terminate this Agreement by giving written notice to the Seller on, or before, the last day of the Due Diligence Period, then the Agreement shall be cancelled and Seller shall fully and promptly refund the Buyer's earnest money.

13.3. **Intentionally omitted.**

13.4 **Business License and Lease Agreement Contingency.** Prior to Closing, Buyer shall obtain an exclusive business license granting Buyer the sole right to operate a café serving coffee, bubble tea, and bakery items within the Arlington Heights Metra Train Station. This license must ensure that only Buyer is authorized to open and operate a café at this train station. Furthermore, Buyer shall obtain a Lease Agreement that includes an exclusivity clause, ensuring that Buyer is the only tenant permitted to sell coffee, bakery items, and bubble tea within the Arlington Heights Train Station. If, prior to the Closing, Buyer is unable to secure both exclusive business license and the Lease Agreement containing the required exclusivity clause, Buyer shall have the right to terminate this Agreement. Upon such termination, Seller shall promptly and fully refund the Buyer's Earnest Money. BUYER shall promptly submit an application for the business license.

14. CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE. The obligations of Buyer under this Agreement are subject to the satisfaction or to the waiver by Buyer of the following conditions precedent:

(a) All the terms, covenants and conditions of this Agreement shall have been materially complied as of the date of closing.

(b) The representations and warranties of Seller contained herein shall be materially true as of the closing date;

(c) No suit, action or other proceeding shall be pending or threatened to arise before any court or governmental agency, which involves the operation of the Business;

(d) Buyer shall execute a new lease or assignment of lease, which lease shall contain the exclusivity clause set forth in Sec. 5.5 and other terms acceptable to Buyer;

(e) Buyer shall obtain from relevant municipality all business licenses and permits authorizing the Buyer to operate the café serving coffee, bubble tea, and bakery items;

15. COVENANT NOT TO COMPETE. Seller shall not, within **FIVE (5)** mile radius from the premises, for **FIVE (5)** years from the date of closing, directly or indirectly own, manage, operate, invest, and engage in any business same as or similar to the Business that Buyers purchase under this Agreement or otherwise compete with Buyer.

16. COVENANT NOT TO SOLICIT. Seller shall not, within **FIVE (5)** mile radius from the premises, for **FIVE (5)** years from the date of closing, directly or indirectly, on the party's own behalf or on behalf of any person or legal entity, solicit or attempt to solicit any customers of the Business with whom Seller had personal contact during the course of operating the Business.

17. Seller will **not** remove slide wood panel attached to wall with underground electrical cable to inside cash counter.

SIGNATURES TO FOLLOW

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IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

BUYER: Hyun Kang
AWESOME B INC., an Illinois corporation

By: HYUN G. KANG

Its: President

Address: 110 S Emerson St Mount Prospect Il 60056

SELLER: DocuSigned by: Dilip Patel F72D26CFAEF4489...
SHREE NEELKANTH INC., an Illinois corporation

By: DILIP PATEL

Its: President

Dilip J Patel

Address: _____

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Exhibit A
Assets

- Three coolers (1 one door cooler, 1 cooler with 2 doors, and 1 small cooler)
- 3 coffee counters
- 6 shelves inside storage room
- 1 combined freezer and refrigerator
- 1 small ice cream freezer without basket.

VILLAGE OF ARLINGTON HEIGHTS

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONCESSION AGREEMENT WITH AWESOME B, INC. FOR THE DOWNTOWN TRAIN STATION

WHEREAS, the Village is the owner of the premises commonly known as the Downtown Metra Train Station, located at 45 W. Northwest Highway, Arlington Heights, IL 60004 (***"Station"***); and

WHEREAS, the Village has set aside a portion of the Station (*"Concession Area"*) as an area for retail sales of a variety of non-alcoholic beverages, such as coffee, tea, and boba, in addition to prepared bakery items such as waffles and croissants (*"Permitted Use"*); and

WHEREAS, Awesome B, Inc. (*"Concessionaire"*) and the Village desire to enter into an agreement permitting Concessionaire to use of the Concession Area for the Permitted Use for a period of three years (*"Agreement"*); and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Village President and Board of Trustees hereby approve the 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 AGREEMENT. The Village President and Board of Trustees hereby authorize and direct the Village Manager and the Village Clerk 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 the Concessionaire; provided, however, that if the executed copy of the Agreement 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 Village President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

PASSED AND APPROVED THIS _____ day of _____, 2025

_____
Village President

ATTEST:

_____
Village Clerk

EXHIBIT A

AGREEMENT

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Resolution Authorizing Execution of a Consultant Agreement with Mac Strategies Group, LLC

Department: Integrated Services

Item Description:

For the past two years, Staff has been working with Mac Strategies for legislative consulting related to the Arlington Park Redevelopment project. The work of the firm has helped the Village remain informed about and engaged in the ongoing legislative discussions related to the issues surrounding the projects. The one-year agreement from last year expires on September 1st. Staff believes the Village will benefit from continuing our work with Mac Strategies in the coming year given the ongoing nature of these discussions.the firm has agreed to extend the contract with no increase in fees for an additional one-year term. The fee is $120,000 per year and funds are available in the 2024 budget in the Capital Projects Fund for Professional Services, account # 401-0201-520050.

Staff Recommendation:

Approval of a Resolution Authorizing the Village Manager to Execute a Consulting Agreement with Mac Strategies Inc.

ATTACHMENTS:

1. A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH MAC STRATEGIES GROUP 9-2-24
2. MacStrategiesGroup_VillageofArlingtonHeights_LobbyistContract 2025-2026

A RESOLUTION AUTHORIZING EXECUTION OF A CONSULTANT AGREEMENT WITH MAC STRATEGIES GROUP, INC.

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

SECTION ONE: That a Consultant Agreement by and between the Village of Arlington Heights and Mac Strategies Group, Inc. to perform legislative and lobbying services on behalf of the Village of Arlington Heights, a true and correct copy of which is attached hereto, be and the same is approved.

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

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

AYES:

NAYS:

PASSED AND APPROVED this 2nd day of September, 2024.

_____

Village President

_____

Village Clerk

CONSULTANT AGREEMENT

THIS AGREEMENT FOR CONTRACT LOBBYING SERVICES ("Agreement") is made on the _____ day of August 2025 by and between, the Village of Arlington Heights, an Illinois municipal entity, with its principal address at 33 S. Arlington Heights Rd. Arlington Heights, Illinois 60005 (hereinafter referred to as the "Client") and **MAC STRATEGIES GROUP, INC.**, an Illinois Corporation, with its principal address at 53 W. Jackson Blvd, #550, Chicago, Illinois, 60604 (hereinafter referred to as the "Lobbyist").

WHEREAS, the Client desires to engage Lobbyist to perform legislative consulting and lobbying services for the Client and Lobbyist desires to perform such services on a non-exclusive basis and pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises hereof and of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Engagement; Scope of Services.**

The Client hereby engages Lobbyist to perform the duties set forth in this Agreement. The engagement by the Client of Lobbyist under this Agreement is non-exclusive and shall not limit the Client's right to engage other persons to conduct activities on behalf of the Client, nor shall it restrict Lobbyist's right to accept other engagements so long as such other engagements do not interfere with Lobbyist's ability to perform, or present a conflict of interest or create the appearance of impropriety.

2. **Duties and Responsibilities of Lobbyist**.

The Lobbyist is engaged to (1) identify, prioritize, monitor and recommend strategy on pending legislation and regulatory matters in the State of Illinois relating to priorities of the Client including, but not limited to, legislation concerning or affecting the redevelopment of the former Arlington Park Racecourse property; (2) provide legislative and regulatory representation and establish relationships on behalf of Client before the legislators, Executive Branch officials and other Illinois governmental agencies; (3) develop and implement strategies to advocate the positions of Client consistent with its government relations program; (4) prepare correspondence and other materials needed to support the legislative or regulatory effort; (5) present testimony at hearings before the Illinois General Assembly and/or prepare others to testify in support and to meet legislators, legislative staff, Executive Branch officials, Executive Branch staff, and regulatory agency staff as deemed necessary by Client, and (6) provide briefing reports on key issues, and legislative and regulatory activity on a regular basis.

3. **Representations, Warranties, Covenants and Agreements.**

3.1. Lobbyist's Representations, Warranties, Covenants and Agreements. Lobbyist hereby represents and warrants to the Client as follows:

(a) Lobbyist shall not hold himself out, directly or by implication, as being an employee or agent of the Client.

(b) Except as required by law, Lobbyist shall keep confidential the nature and scope of the engagement as well as its relationship with the Client unless the Client expressly authorizes, in writing, specific disclosures.

(c) Lobbyist shall return all Client information to the Client, or shall destroy same if directed to do so by the Client, at the conclusion of the engagement.

(d) This Agreement, when fully executed, will constitute the valid and legally binding obligation of Lobbyist, fully enforceable against it in accordance with its terms. Lobbyist represents that the execution and performance of this Agreement by Lobbyist will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.

(e) Lobbyist shall inform the Client immediately if any representation, warranty, covenant, or agreement contained in Section 3.1 hereof is no longer accurate.

3.2. Client's Representations, Warranties, Covenants and Agreements. The Client hereby represents and warrants to Lobbyist as follows:

(a) This Agreement, when executed, will constitute the valid and legally binding obligation of the Client, fully enforceable against it in accordance with its terms. The Client represents that the execution and performance of this Agreement by the Client will not violate any confidentiality agreements or restrictive covenants provisions, or agreements.

(b) The Client shall inform Lobbyist immediately if any representation, warranty, covenant, or agreement contained in Section 3.2 hereof is no longer accurate.

3.3 Conflicts of Interest. While providing lobbying services under this Agreement, Lobbyist shall not represent any other party whose interests directly conflict with the interests of Client in matters relating to the Scope of Services outlined in this Agreement. It is acknowledged by both of the parties that representation by Lobbyist of any other unit of local government does not violate this provision as long as such representation is not in direct conflict with any interests of the Client in matters relating to the Scope of Services outlined in this agreement or creates the appearance of impropriety.

4. **Compensation.**

4.1 Lobbyist shall be compensated in the amount of $10,000.00 per month for the Term of the Engagement.

(a) It is the policy of Mac Strategies Group, Inc. to issue invoices on the 4th day of each billable month.

(b) Payment of invoices shall be no later than 60-days after date of issue.

4.2 Subcontracting Arrangement:

(a) GR Consulting ("Subcontractor") will be subcontracted by Lobbyist to assist with execution of services for the Client under this Agreement.

(b) Lobbyist shall compensate Subcontractor directly at the rate of $5,000.00 per month for the Term of the Engagement.

5. **Term of Engagement.**

5.1 The term of this Agreement (the "Term") shall commence on September 1, 2025 and shall be completed on August 31, 2026, unless the term or scope is modified pursuant to agreement of both parties.

5.2 Both parties reserve the right to terminate the terms of this agreement upon providing a written notice 30-days prior to the date of termination. Upon termination, Client's only obligation shall be to pay for services rendered by the Lobbyist prior to termination and not yet paid. Lobbyist shall promptly return any fees previously paid by Client for services that were to be rendered following the date of termination.

6. **Indemnifications.**

6.1. Lobbyist shall defend, indemnify and hold harmless, at Lobbyist's sole cost and expense, the Client and its elected and appointed officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, attorneys, or other persons or property standing in the interest of the Client, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of Lobbyist, its officers, agents and/or employees, or arising out of or in performance of any provision of this Agreement or the Services provided under this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree, except for injuries and damages caused by the sole negligence of the Client, or arising out of any breach by Lobbyist of any representation, warranty, covenant or agreement contained herein.

6.2. The Client shall defend, indemnify and hold harmless Lobbyist and its officers, directors, employees, agents, parent, subsidiaries and other affiliates, from and against any and all damage, cost, liability, and expense whatsoever (including attorney's fees and related disbursements) incurred by reason of (a) any failure by the Client to perform any covenant or agreement of the Client set forth herein, or (b) any breach by the Client of any representation, warranty, covenant or agreement contained herein.

7. **Independent Status of Lobbyist**.

This Agreement establishes the rights, duties and obligations of the Client and Lobbyist and does not create an employer-employee or agency relationship between the Client, or any entity affiliated with the Client, and Lobbyist, or any of Lobbyist's employees or agents. Lobbyist acknowledges and agrees that Lobbyist is an independent contractor to the Client and Lobbyist shall not act as an agent of the Client. As an independent contractor, Lobbyist shall be responsible for any social security taxes, insurance and any other taxes or fees that are applicable to him and his employees and agents pursuant to Illinois and Federal laws.

8. **Compliance with Applicable Laws.**

Lobbyist agrees to comply in all respects with any and all applicable laws, rules and regulations regarding its conduct, including, but not limited to, lobbying action and registration, and all applicable laws and regulations related to political contributions and gifts to public officials. Without limiting the generality of the foregoing, Lobbyist covenants that Lobbyist is in full compliance with the immigration laws of the United States relating to Lobbyist's employees assigned by Lobbyist to perform services for Client. Lobbyist further certifies that all of Lobbyist's employees are authorized by law to work in the United States, and that Lobbyist's employees have presented documentation to Lobbyist that establishes both identity and work authorization in accordance with applicable immigration regulations. Lobbyist certifies that to the best of its knowledge, information and belief, after due inquiry, the documentation presented to Lobbyist is genuine and accurate. Lobbyist further certifies that Lobbyist complies with all federal, state and local labor and employment laws, and wage and hour laws, as these laws may relate to Lobbyist's employees performing services for Client. Lobbyist represents and warrants that there are no agreements, orders or other restrictions which would interfere with or prevent Lobbyist from entering into this Agreement or performing the services and obligations contemplated hereunder. Lobbyist also agrees to comply with applicable laws concerning lobbyist registration, including the timely submission of all necessary lobbyist filings required under such laws. Lobbyist shall inform Client if Lobbyist is required to make such lobbyist filings. Lobbyist shall notify Client if any filing requirements are applicable to Client itself as a result of Lobbyist's representation of Client under this Agreement and shall assist Client in satisfying such requirements.

9. **Governing Law**.

This Agreement shall be governed by, and its terms and conditions shall be construed and enforced in accordance with the domestic laws of the State of Illinois.

10. **Notices**.

All notices or other communications required or permitted to be given hereunder shall be (as elected by the person giving such notice) (a) personally delivered, (b) transmitted by postage prepaid registered mail, (c) via electronic communications, or (d) transmitted by facsimile, with postage prepaid mail information, to the parties as follows:

10.1 If to Client:

Randall Recklaus
Village Manager, Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, Illinois 60005
rrecklaus@vah.com 847-368-5100

10.2 If to Lobbyist:

Ryan McLaughlin
President/CEO, Mac Strategies Group, Inc.
53 W. Jackson Blvd. Suite 550
Chicago, Illinois 60604
ryan@macstrategiesgroup.com | 312-588-4102

Except as otherwise specified herein, all notices and other communications shall be deemed to have been given on the date of receipt if delivered personally, seven days after posting if transmitted by mail, or the date of transmission for electronic communications, or date of transmission with confirmed answer back if transmitted by facsimile, whichever shall first occur. Any party hereto may change its address for purposes hereof by written notice to the other party.

11. **Confidentiality.**

Any information or materials provided by or on behalf of Client, or created by Lobbyist in connection with the Services shall be treated as confidential and not shared with any third parties in any manner without the prior written consent of Client. Upon the conclusion of the Agreement, Lobbyist shall return to Client any materials that were provided or created in the course of the Agreement, or otherwise dispose of such items as directed by Client. This obligation will survive the termination or conclusion of the Agreement.

12. **Use of Information**.

12.1. Any information including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, samples, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents (all hereinafter designated "Information") furnished to Lobbyist hereunder or in contemplation hereof shall remain the Client's property or the property of the Client subsidiary or affiliate which furnished the Information to Lobbyist. All copies of such Information in written, graphic or other tangible form shall be returned to the Client or such Client subsidiary or affiliate upon request. Unless such information was previously known to Lobbyist free of any obligation to keep it confidential or has been or is subsequently made public by the Client or a third party without violation of this Agreement, it shall be kept confidential by Lobbyist and its employees: and shall be disclosed only upon the prior written consent of the Client or upon such terms as may be agreed upon in writing by the parties. Any findings, reports, questionnaires, or other results of this Agreement shall be the exclusive property of the Client including title to copyright in all copyrightable material and shall be considered a "work made for hire" in accordance with the copyright statute.

12.2. Any materials, templates, formula or analytical methodology, used or employed by the Lobbyist during the course of the engagement including, but not limited to, Lobbyist's own databases, business information, technical information, specifications, analytical models, tools, promotional material, computer programs and documentation, written, oral or otherwise together with analyses, compilations, comparisons, studies or other documents utilized by Lobbyist to perform under this Agreement (all hereinafter designated "Lobbyist's Information") furnished to the Client or any of its subsidiaries or affiliates hereunder or in contemplation hereof shall remain Lobbyist's property. All copies of such Lobbyist's Information in written, graphic or other tangible form shall be returned to Lobbyist upon request. Unless such Lobbyist's information was previously known to the Client or any of its subsidiaries or affiliates free of any obligation to keep it confidential or has been or is subsequently made public by Lobbyist or a third party without violation of this Agreement, it shall be kept confidential by the Client and its employees or any of its subsidiaries or affiliates and shall be disclosed only upon the prior written consent of Lobbyist or upon such terms as may be agreed upon in writing by the parties. Compliance by the Client with the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*. ("Illinois FOIA") or other similar "sunshine law," including compliance with an Illinois FOIA request, or an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Client, or pursuant to a subpoena, shall not be a violation of this Section.

13. **Miscellaneous.**

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or otherwise, between the parties, and may be altered or amended only in a writing signed by both parties. Except as otherwise expressly provided herein, no purported waiver by any party of any breach by the other party of its obligations, representations, warranties, agreements or covenants hereunder shall be effective unless made in a writing, and no failure to pursue or elect any remedy with respect to any default under or breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent, similar or different default or breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first written above.

Client: The Village of Arlington Heights

By: Randall Recklaus

Its: Village Manager

_____
(Signature)

Lobbyist: Mac Strategies Group, Inc.

By: Ryan P. McLaughlin

Its: President & CEO

_____
(Signature)

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: 1331 W. Dundee Rd. - Jameson's Charhouse - PC#25-011 Amendment to Special Use Ordinance 04-028 to expand outdoor seating with variance

Department: Planning & Community Development

Item Description:

Requested Action

Amendment to the Special Use Permit Ordinance 04-028 to expand the outdoor seating area to a total of 940 square-feet.

Variations Required

Variation from Chapter 28, Section 5.1-23 (Outdoor Eating Cafés on Private Property) to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.

Recommendation

A public hearing was held by the Plan Commission on July 23, 2025, where the Plan Commission unanimously recommended approval of PC#25-011, an Amendment to the Special Use Permit Ordinance #04-028 to expand the outdoor seating area to a total of 940 square feet, and the following variation:

- Variation from Section 5.1-28 (Outdoor Eating Cafés on Private Property) to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.

This recommendation is subject to the following conditions:

1. The outdoor seating café may only be utilized between the months of May through September.
2. The screens on the outside of the outdoor seating area shall not be left down during non-business hours.
3. Signage or advertising on the outdoor seating area screens is prohibited.
4. The Petitioner shall plant one shade tree in each of the three landscape islands along the north property line. A landscape plan shall be submitted with an application for building permit that includes tree planting locations and species.

5. The Petitioner shall remove the six non-compliant parallel parking stalls located along the south side of the property at the time of building permit.
6. The Petitioner shall submit a Design Commission application.
7. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

ATTACHMENTS:

1. Staff Report_Jameson's Charhouse
2. 7-23-25 PC Minutes
3. Aerial
4. Exhibit A_Project Description
5. Exhibit B_SUP Criteria
6. Exhibit C_Patio Screens_Existing
7. Exhibit D_Proposed Screens
8. Exhibit E_Parking Survey
9. Exhibit F_Plat of Survey_Partial 1331 W. Dundee Road
10. Ord. 04-028 special use amendment; 1331 w dundee; outdoor seating
11. Ord. 82-011 special use; 1331 w dundee; restaurant
12. Jameson's Patio Proposal
13. Department Comments - Round 1 Review
14. Petitioner Response to 1st Round Comments
15. Department Comments - Round 2 Review
16. X.A Suggested VBM Motion 9.2.2025 - 1331 W. Dundee Rd - Jameson's Charhouse

VILLAGE OF ARLINGTON HEIGHTS

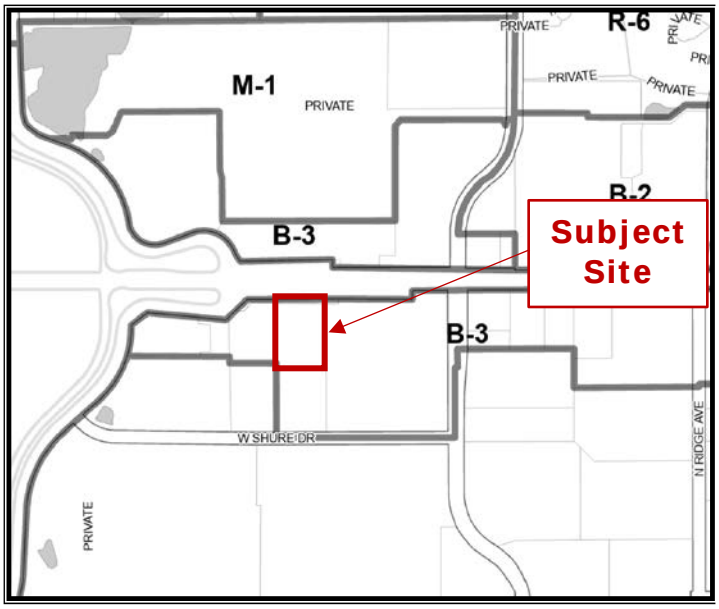
STAFF DEVELOPMENT COMMITTEE REPORT

PC File Number: PC25-011
Project Title: Jameson's Charhouse
Address: 1331 W. Dundee Road
PINs: 03-071-02-010

To: Plan Commission
Prepared By: Dan Osoba, Planner I
Meeting Date: July 23, 2025
Date Prepared: July 18, 2025

Petitioner: James Leberis, Jameson's Charhouse
Address: 1331 W. Dundee Road
Arlington Heights, IL 60004

Existing Zoning: B-3, General Service, Wholesale, & Motor Vehicle District
Comprehensive Plan: Commercial



SURROUNDING LAND USES

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	B-3, General Service, Wholesale, & Motor Vehicle District	Lexus of Arlington	Commercial
South	B-3, General Service, Wholesale, & Motor Vehicle District	VTech (surface parking lot)	Commercial
East	B-3, General Service, Wholesale, & Motor Vehicle District	Napleton Arlington Heights	Commercial
West	B-3, General Service, Wholesale, & Motor Vehicle District & M-1 Research, Development, and Light Manufacturing District	Days Inn & Suites by Windham Arlington Heights & Office	Commercial & Offices Only

Requested Action:

1. Amendment to the Special Use Permit Ordinance 04-028 to expand the outdoor seating area to a total of 940 square-feet.

Variations Required:

1. Variation from Chapter 28, Section 5.1-23 (Outdoor Eating Cafés on Private Property) to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.

Project Background:
The subject property is located approximately 400-feet east of the intersection of N. Wilke Road and W. Dundee Road at 1331 W. Dundee Road. The 2.04-acre property is occupied by a restaurant, Jameson's Charhouse, which includes an existing outdoor seating area and 127 surface parking spaces.

Jameson's Charhouse has been operating at this location since 1982 when the property obtained the original Special Use Permit approval for a restaurant (Ord. 82-011). In 2004, Jameson's obtained approval of an amendment to the Special Use Permit to allow a 686 square-foot outdoor eating area on the north and east sides of the building.

In 2024, the property owner expanded the outdoor seating area to a total area of 940 square-feet and added white screening material to the exterior of the outdoor seating area to provide shelter and shade for customers. Partial enclosure of outdoor seating areas, even temporarily, is not permitted in Section 5.1-23-Outdoor Eating Cafés on Private Property. The Petitioner has indicated that the outdoor seating area will only be used during the months of May through September as it is primarily used for shade and shelter from rain.

Zoning and Comprehensive Plan
The property is currently zoned B-3 General Service, Wholesale, & Motor Vehicle District. The proposed expansion of the outdoor seating area requires an amendment to the Special Use Permit Ordinance 04-028 and the enclosure of the space requires a variance. The Petitioner provided a written response to the criteria for approval for Special Use Permits, which are listed below. The SDC (Staff Development Committee) is in agreement with the Petitioner's response to these criteria (reference Exhibit B – SUP Criteria).

- **That said special use is deemed necessary for the public convenience at this location.**
- **That such case will not, under any circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.**
- **That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a part of the authorization granted by the Village Board.**

The Comprehensive Plan designates the property as appropriate for "Commercial" land uses along with the majority of other properties along the Dundee Road corridor. This proposal is consistent with the Commercial designation in the Comprehensive Plan.

Building Improvements
The expansion of the outdoor seating area has already been constructed without first obtaining a Village Building Permit. The expanded area is covered by a black awning affixed to the existing roof and the screens are a semi-transparent white color. Photos of the existing site conditions can be found in Exhibit C – Patio Screens_Existing. The Petitioner has since submitted a building permit and this petition to bring the patio expansion into code compliance.

The proposed outdoor seating area will accommodate 14 tables, each with four seats for a total of 56 customers. At the direction of the SDC, the Petitioner is proposing to replace the white screens with perforated, semi-transparent black screens to be more harmonious with the existing building and black awnings. Staff is also recommending that any advertising or signage on the screens be prohibited as part of the recommendation for approval. Reference Exhibit D – Proposed Screens for details. The SDC has reviewed the proposed floor plan for zoning code compliance and accessibility between tables and on the adjacent sidewalk. The existing interior floor plan is not changing as part of this petition. If this petition is approved, the Petitioner will need to obtain a Village Building Permit that is consistent with the floor plan and compliant with all Village Codes.

A Design Commission application will be required to review the aesthetic design of the outdoor seating area screens. A condition of approval has been recommended by the SDC to that effect.

Site Improvements & Landscaping

Exterior site improvements are not proposed with this petition; however, the SDC is requiring shade trees to be planted on the parking lot islands at the north end of the site. This was originally required per Ordinance 04-048, which granted the original outdoor seating area. Since those trees are no longer there, the SDC is recommending the trees be replanted to comply with the condition of that ordinance. Additionally, there are 6 parallel parking spaces at the southern end of the property that do not comply with code. These spaces were to be removed as a condition of approval per Ordinance 04-048. Therefore, the SDC is requiring the removal of the striped parallel spaces as part of this petition.

Parking and Traffic:

The code required off-street parking for this proposal is shown in the table below:

Table 1 – Off-Street Parking Requirements – 1331 W. Dundee Road

Use	SF (Seating Area)	Parking Ratio	Required Parking
Dining Area I	1,275	1 space / 45 SF	28.3
Dining Area II	870	1 space / 45 SF	19.3
Party Room	540	1 space / 45 SF	12
Bar	995	1 space / 45 SF	22.1
Mezzanine	650	1 space / 45 SF	14.4
Outdoor Seating Area Existing	686	1 space / 45 SF	15.2
Outdoor Seating Area Proposed	254	1 space / 45 SF	5.6
Total			117
Total Provided*			121
Surplus / (Deficit)			**4**

*There are currently a total of 127 parking stalls on-site; however, 6 of those stalls are not code compliant parallel spaces and are required to be removed.

Code requires that Special Use Permits for projects less than 5,000 square-feet do not need to provide a traffic study; however, a parking analysis is required by Code. At the direction of the SDC, the Petitioner provided a parking survey (reference Exhibit E – Parking Survey) of the property on a Thursday, Saturday and Sunday in May. The survey indicated occupied parking spaces between operating hours of 11:00 AM and 11:00 PM to demonstrate the existing parking utilization. Considering the expansion of the outdoor seating area is already constructed, this is a realistic indication of parking utilization. The survey found that the peak utilization was at 8:00 PM on Saturday night with 92 parking spaces occupied out of 127 (72.4% utilization). The SDC has reviewed the parking survey and determined that there is adequate off-street parking to serve the expanded seating outdoor seating area.

RECOMMENDATION

The Staff Development Committee (SDC) reviewed the proposed amendment to the Special Use Permit Ordinance 04-048 to expand the outdoor seating area to a total of 940 square-feet, along with the following variation to Chapter 28 of the Municipal Code:

1. Variation from Section 5.1-28 to (Outdoor Eating Cafés on Private Property) to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.

The Staff Development Committee recommends **APPROVAL** of the petition subject to the following conditions:

1. The outdoor seating café may only be utilized between the months of May through September.
2. The screens on the outside of the outdoor seating area shall not be left down during non-business hours.
3. Signage or advertising on the outdoor seating area screens is prohibited.

4. The Petitioner shall plant one shade tree in each of the three landscape islands along the north property line. A landscape plan shall be submitted with an application for building permit that includes tree planting locations and species.
5. The Petitioner shall remove the six noncompliant parallel parking stalls located along the south side of the property at the time of building permit.
6. The Petitioner shall submit a Design Commission application.
7. The petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

_____ July 18, 2025
Michael Lysicatos, Assistant Director of Planning and Community Development
cc: Randy Recklaus, Village Manager
All Department Heads

APPROVED

PLAN
_____
_____
_____

COMMISSION

REPORT OF THE PROCEEDINGS OF A PUBLIC HEARING
BEFORE THE VILLAGE OF ARLINGTON HEIGHTS
PLAN COMMISSION

RE: JAMESON'S CHARHOUSE – 1331 W. DUNDEE RD. - PC #25-011

REPORT OF PROCEEDINGS had before the Village of Arlington Heights Plan Commission Meeting taken at the Arlington Heights Village Hall, 33 South Arlington Heights Road, 3rd Floor Board Room, Arlington Heights, Illinois on the 23rd day of July, 2025 at the hour of 7:30 p.m.

MEMBERS PRESENT:

JAY CHERWIN, Chairperson
MICHAEL PETERMANN
JOE LORENZINI
BRUCE GREEN
TERRY ENNES
JOHN SIGALOS
SUSAN DAWSON

ALSO PRESENT:

MICHAEL LYSICATOS, Assistant Director of Planning & Community Development
DAN OSOBA, Planner I
RACHEL HITZEMANN, Development Planner

CHAIRPERSON CHERWIN: All right, well, we'll get started here. I'm going to call the meeting to order.

(Gavel pounded.)

CHAIRPERSON CHERWIN: Why don't we all stand and face the flag here and do the Pledge of Allegiance?

(Pledge of Allegiance recited.)

CHAIRPERSON CHERWIN: All right, thank you all.

If we can do a roll call? I think, Dan, are you heading this one up?

MR. OSOBA: Rachel.

MS. HITZEMANN: It's me.

CHAIRPERSON CHERWIN: Oh, Rachel.

MS. HITZEMANN: Dawson.

(No response.)

MS. HITZEMANN: Drost.

(No response.)

MS. HITZEMANN: Ennes.

COMMISSIONER ENNES: Yes.

MS. HITZEMANN: Green.

COMMISSIONER GREEN: Here.

MS. HITZEMANN: Lorenzini.

COMMISSIONER LORENZINI: Here.

MS. HITZEMANN: Schurtz.

(No response.)

MS. HITZEMANN: Sigalos.

COMMISSIONER SIGALOS: Here.

MS. HITZEMANN: Petermann.

COMMISSIONER PETERMANN: Here.

MS. HITZEMANN: Cherwin.

CHAIRPERSON CHERWIN: Here.

All right, thank you.

We have a quorum, we'll continue. We have an approval of minutes up I believe as our first item, from June 11th, 2025.

Is there a motion?

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER LORENZINI: I'll second.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion passes.

We're moving on to the next item which is public hearing. There's only one and that's for Jameson's Charhouse. What we'll do here is ask the Staff, have all public notices been given on this one?

MR. OSOBA: Yes, they have.

CHAIRPERSON CHERWIN: All right, thank you.

So, I think we have the Petitioner here; is that right?

MR. LEBERIS: Yes.

CHAIRPERSON CHERWIN: Could you step up to the podium, please? I'm going to just ask you to raise your hand and we're just going to do a little truth oath here.

MR. LEBERIS: Okay.

(Witness sworn.)

CHAIRPERSON CHERWIN: All right, thank you, sir. Have you read the Staff report that was given to you on the project?

MR. LEBERIS: Yes.

CHAIRPERSON CHERWIN: Okay, do you agree with the conditions that were in there?

MR. LEBERIS: Yes, sir.

CHAIRPERSON CHERWIN: You do, all right, great. So, what I'm going to ask you to do with your presentation is if you could please state your name and spell it for our transcriber here, and then just let us know kind of what your project is, whatever you want to tell us.

MR. LEBERIS: Okay.

CHAIRPERSON CHERWIN: And then the next step will be we'll ask the Staff to -- and I'll just make a note for the record that Commissioner Dawson has joined us. So, we have Commissioner Dawson here as well.

So, sir, without any further ado, please let us know about your project.

MR. LEBERIS: Okay, if I could just say a few words?

CHAIRPERSON CHERWIN: Yes.

MR. LEBERIS: I would just like to thank the Plan Commission for the opportunity to apply for the expansion of the special use permit to 940 square feet, also the variance to allow partial enclosure of the outdoor seating area. During Covid, the city allowed outdoor dining which kept us in business essentially.

CHAIRPERSON CHERWIN: Can I just pause you real quick? Could you just recite your name real quick? I don't think I heard --

MR. LEBERIS: Oh, I'm sorry. James Leberis, L-e-b-e-r-i-s.

CHAIRPERSON CHERWIN: Thank you, James. You may continue. I just want it for the record.

MR. LEBERIS: All right, sorry, guys. Okay, both the variance and the expansion will ensure my customers' dining experience is as comfortable as possible. The proposed canopy and screens do not pose any hazard or danger, nor are they an eyesore. I hope that the township continues to be flexible with restaurant owners like myself. This will continue to keep Arlington Heights as a top dining location in the Chicago land area I believe.

That's really all I had to say. Other than that, you know, everybody has been very helpful with my permits and everything.

CHAIRPERSON CHERWIN: Great. Well, thank you, James. We appreciate that. We may ask you a few questions, but right now if you'd like to take a seat you're welcome to do that while the Staff presents and then we'll continue.

MR. LEBERIS: Okay, thank you.

CHAIRPERSON CHERWIN: Yes, sir.

All right, our friends on the Staff, we'll hear your report.

MR. OSOBA: Good evening, Commissioners.

CHAIRPERSON CHERWIN: Good evening.

MR. OSOBA: The subject property, Jameson's Charhouse, is located at 1331 West Dundee Road and has been operating at this location since 1982. The restaurant obtained approval of a special use permit in 1982, and then in 2004 obtained approval of an amendment to that SUP to allow a 686 square-foot outdoor dining area. In 2024, the property owner expanded the outdoor seating area to a total of 940 square feet and added screening to provide shelter and shade to customers. The Zoning Code does not allow screening or enclosure of an outdoor seating area, and as part of this petition, the property owner is requesting an amendment to the special use permit to expand their outdoor seating area to 940 square feet and a variation from Chapter 28, Section 5.1-23 to allow a partial enclosure of this outdoor seating area.

The current zoning of the property is B-3 General Service, Wholesale & Motor Vehicle District, and the Comprehensive Plan designates the property as appropriate for commercial land uses. The proposed expansion of the outdoor seating area is consistent with the underlying zone district and the intent of the Comprehensive Plan designation as commercial. The SDC is in concurrence with the Petitioner's response to the criteria for approval for a special use permit regarding the proposal, and recommends the condition that the outdoor seating cafe may only be used between the months of May through September, which is consistent with the current operations of the business.

The outdoor seating area shown on the slide is with the expansion area highlighted in yellow. As you can see, the expanded area is relatively minimal but will provide more space for customers and restaurant staff. As part of this expansion, the property owner added white retractable screens to the awning. As mentioned, the partial enclosure of this space requires a zoning variance.

During the review of the petition, the SDC requested that the white material be changed to a darker color to better fit into the existing building. The Petitioner agreed to change the material to a perforated, semi-transparent black screen, as shown on the bottom left of the slide. The SDC is recommending a condition of approval regarding this variance to require that the screens not be left down during non-business hours, and that signage is not permitted on the signs, or excuse me, the screens.

The SDC reviewed previous ordinances for the property and found that two items required by previous ordinance had not been addressed. There are three parking lot islands highlighted in green at the north end of the aerial that require trees per landscape code. Initially, there are six parallel parking stalls that are highlighted in yellow at the southern end of the property that were not code compliant. The SDC is recommending a condition of approval to ensure that those trees are installed and that the parallel parking spaces are removed as part of this amended SUP.

As the restaurant seating area is expanding by 254 square feet, Staff requested the Petitioner provide a parking survey of the existing conditions to determine if the site has adequate parking. Per code, the site is in a surplus of four spaces which does include those reduction of the six parallel parking spaces, and the parking survey showed that the peak parking utilization was at 8:00 p.m. on a Saturday night with 92 spaces occupied. Therefore, there is not a parking problem and adequate parking is provided on site for the restaurant and the expansion.

These are the three criteria for approval for a special use permit, and these are the four criteria for approval, for a variation approval. The SDC agrees with the Petitioner that the partial enclosure of the outdoor seating area will not alter the essential

character of the locality, that the circumstances to the request of the variance are unique, that the partial enclosure is in harmony with the spirit and intent of the Zoning Ordinance, and that the variance is the minimum necessary to provide shelter and shade for customers. The SDC makes that recommendation of approval with the conditions of approval enumerated in the Staff report.

The SDC had reviewed the proposed amendment to the special use permit Ordinance #04-048 to expand the outdoor seating area to a total of 940 square feet along with the following variation to Chapter 28 of the Municipal Code, variation from Section 5.1-23 to allow the partial enclosure of an outdoor eating cafe where enclosure of an outdoor eating cafe is not permitted. The Staff Development Committee recommends approval of the petition subject to the conditions listed here and in the Staff report. That concludes my presentation.

CHAIRPERSON CHERWIN: Thanks, Dan, nice job.

Do we have a motion to include the Staff report in the public record?

COMMISSIONER ENNES: I'll make that motion.

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Okay, motion passes.

The Staff report is in the public record, thank you.

Initial questions? We'll start down with Commissioner Dawson.

COMMISSIONER DAWSON: Yes, I have some questions about the trees being planted and the parallel parking spaces. So, were the trees originally there and they're no longer there, so he did comply during the original outdoor patio application?

MR. OSOBA: It's hard to tell. Looking back through aerials, it's grainy at best to see if the trees were planted.

COMMISSIONER DAWSON: Okay.

MR. OSOBA: They were required as part of the ordinance from 2004 to plant those trees and remove the parallel parking spaces in 2004.

COMMISSIONER DAWSON: Right, and the parallel parking spaces were never removed, so but the tree, okay. So, I guess my question is shouldn't we require that be done before we allow the outside new seating area to open? Previously, you know, I don't see that in the, it's a condition of approval but we approved before and, yes?

MR. OSOBA: Sure. So, as part of that condition of approval, we're requesting that they submit a landscape plan that would include a plan that shows those trees and the tree species. So, that would be included with their permit. That has to get approved before they would be able to technically open that new 940 square feet of space.

COMMISSIONER DAWSON: Okay, so at the permitting, the end of construction when we do the permitting review to make sure everything is compliant with the permit, that's how we'll catch it to make sure that it was done?

MR. OSOBA: Correct. Correct.

COMMISSIONER DAWSON: Okay, that was really my only question.

CHAIRPERSON CHERWIN: Thank you, Sue.

John?

COMMISSIONER SIGALOS: Yes, I just have a question. Can you bring up that floor plan that shows the area, there you go. The area that's on two sides of yellow; that's the

additional couple of hundred square feet?

MR. OSOBA: Correct.

COMMISSIONER SIGALOS: Does that not exist now, or am I understanding that was built, but built without a permit?

MR. OSOBA: That was built without a permit.

COMMISSIONER SIGALOS: Okay, so that's there already?

MR. OSOBA: Correct, yes.

COMMISSIONER SIGALOS: So, it's just now to make everything legal?

MR. OSOBA: Correct, and the permit would be the one piece that is the final approval that is in review, but not approved at this point.

COMMISSIONER SIGALOS: Right, okay, okay. No, I'm familiar with the restaurant. We go there quite a bit, and I'm all in favor of it. So, I have no other questions.

CHAIRPERSON CHERWIN: John, I believe you like the liver and onions at Jameson's; is that right?

COMMISSIONER SIGALOS: That's right.

CHAIRPERSON CHERWIN: Jameson's is great, but that's not my menu item of choice. I go for steak.

COMMISSIONER SIGALOS: Yes. Yes, I go there for the liver and onions, you're right.

CHAIRPERSON CHERWIN: Hard to find.

Terry?

COMMISSIONER ENNES: Dan, easy question. What year did you say the restaurant opened?

MR. OSOBA: 1982.

COMMISSIONER ENNES: 1982?

MR. OSOBA: Correct, that was when they --

COMMISSIONER ENNES: That was as Jameson's?

MR. LEBERIS: No, it opened as Jameson's in 1995. Originally, it was this small café.

COMMISSIONER ENNES: A lot of other places. A whole chain of places went through it.

MR. LEBERIS: Yes, it was Stuart’s Café.

COMMISSIONER ENNES: Yes, Jameson's has been there a long time, yes.

MR. LEBERIS: Yes, from '95.

COMMISSIONER ENNES: No, I have no questions. I think the outdoor seating is, you know, a good thing for a lot of these restaurants to have. Have we approved this for any of the other restaurants in town outside of downtown?

MR. OSOBA: Outside of downtown, not to my knowledge.

COMMISSIONER ENNES: No?

CHAIRPERSON CHERWIN: I think La Zingara.

COMMISSIONER ENNES: What?

CHAIRPERSON CHERWIN: Didn't the guy come in for La Zingara? They have outdoor seating. The guys over by --

COMMISSIONER GREEN: Yes. Yes.

COMMISSIONER LORENZINI: Yes, they have outdoor seating.

COMMISSIONER ENNES: That's Palm Court. Palm Court got it, okay.

MR. OSOBA: For outdoor seating, yes, but for screening, not to my knowledge.

COMMISSIONER ENNES: Oh, so okay, for the screening, okay.

CHAIRPERSON CHERWIN: All right, Terry?

COMMISSIONER ENNES: Okay, that's all I have.

CHAIRPERSON CHERWIN: All right, we're on to Bruce.

Bruce, what do you think?

COMMISSIONER GREEN: I think it's a great idea. I think it just, you know, everybody is doing it and I think it's popular and it's fun. I like these, are these motorized, these screens? I like them a lot, that's a great idea.

MR. LEBERIS: Thank you.

COMMISSIONER GREEN: So, good job.

MR. LEBERIS: Thank you, sir.

CHAIRPERSON CHERWIN: Commissioner Joe?

COMMISSIONER LORENZINI: Yes. The non-compliant parking, why are they non-compliant?

MR. OSOBA: Code doesn't require, or doesn't allow parallel parking spaces that are adjacent to a two-way drive aisle. So, they --

COMMISSIONER LORENZINI: Okay, so what's going to happen with that area?

MR. OSOBA: It would just be an expanded portion of the drive aisle.

COMMISSIONER LORENZINI: Okay. All right, that's all I had, thank you.

CHAIRPERSON CHERWIN: Michael, anything?

COMMISSIONER PETERMANN: That was my question, parallel parking.

CHAIRPERSON CHERWIN: All right, my only question is really not related to this project, but I'm wondering, you know, and I know Michael Lysicatos over there has been keeping a running tally of things that we can work on and improve. So, first of all, thank you to the Staff. It sounds like you've been, you've helped the Petitioner through this process.

MR. LEBERIS: Very much. Very much.

CHAIRPERSON CHERWIN: So, thank you very much. Nice job, we need that.

But my thought, Michael, is maybe this is one of these deals where, you know, given the last few years of how things have changed in the Village with a lot of outdoor seating, you know, I feel like it's sort of an accepted way of doing business, at least for the downtown area. So, our restaurants that are outside of town should be able to enjoy a similar privilege like that. I'm just wondering if we could, you know, that in the future make it a little more expedited. I mean, you know, so that maybe it's an administrative review by the Staff, and if it's a denial, then they can appeal to the Plan, you know, Plan Commission, something like that.

But it seems to me like this is, you know, you guys are doing your job because this is what the process is, but I'm just wondering if this is one of these things we can maybe streamline going forward where they don't have to come in for a big petition, and if the Staff says it's good and they're good with it and Design Commission is okay with it, then maybe it's something we can save them a trip. I don't know if you have any thoughts on that.

MR. LYSICATOS: Well, we could take a look at I think our special use waiver process for restaurants.

CHAIRPERSON CHERWIN: Yes.

MR. LYSICATOS: Which includes some of the outdoor space. That's been in existence for sometime --

CHAIRPERSON CHERWIN: Yes.

MR. LYSICATOS: -- and we can look at whether that needs to be possibly modified, maybe increased. So, that's something we can definitely look at. As Staff, we do discuss that.

CHAIRPERSON CHERWIN: Yes.

MR. LYSICATOS: Where we're trying to figure out how we can make as much review from a technical sense that will come through the Staff, but not necessarily for the trip into a public hearing. So, we've had a lot of discussions this year about that.

CHAIRPERSON CHERWIN: Yes, right.

MR. LYSICATOS: We've also created outdoor design guidelines, or outdoor dining design guidelines that support what we see as a Staff as a vision. Some of these things are more permanent, wood and steel and glass. So, that's why we're in support of what's happening here. We're trying, there's been a lot of proposals for all types of, different types of canopies and things of that nature. We're trying to keep really that high design standard. So, we try to put that out as a guidance for people that are coming in with their ideas as well.

CHAIRPERSON CHERWIN: Okay, all right. Well, thank you. I would just, you know, anything we can do to help make it easier for our business owners to do what they need to do.

So, next step, we are officially going to open for public comment on this project. Yes, I mean, anybody in the public want to comment on this?

(No response.)

CHAIRPERSON CHERWIN: No? Okay, seeing nobody that wants to comment on this, we're going to close our public, our public hearing I should say. I suppose --

COMMISSIONER DAWSON: I'd be happy to make a motion.

CHAIRPERSON CHERWIN: What's that?

COMMISSIONER DAWSON: I'd be happy to make a motion.

CHAIRPERSON CHERWIN: I was just going to ask, I guess nobody has any other questions. Yes, so that's fine.

Go ahead, Commissioner Dawson.

COMMISSIONER DAWSON: I would like to make a motion.

A motion to recommend to the Village Board of Trustees <u>approval</u> of PC #25-011, an Amendment to the Special Use Permit Ordinance #04-028 to expand the outdoor seating area to a total of 940 square feet, and the following variation:

1. **Variation to Section 5.1-23, *Outdoor Eating Cafes on Private Property*, to allow the partial enclosure of an outdoor eating cafe where enclosure of an outdoor eating cafe is not permitted.**

This recommendation is subject to resolution of the following:

1. **The outdoor seating cafe may only be utilized between the months of May through September.**

2. **The screens on the outside of the outdoor seating area shall not be left down during non-business hours.**
3. **Signage or advertising on the outdoor seating area screens is prohibited.**
4. **The Petitioner shall plant one shade tree in each of the three landscape islands along the north property line. A landscape plan shall be submitted with an application for building permit that includes tree planting locations and species.**
5. **The Petitioner shall remove the six noncompliant parallel parking stalls located along the south side of the property at the time of building permit.**
6. **The Petitioner shall submit a Design Commission application.**
7. **The Petitioner shall comply with all applicable federal, state, and Village codes, regulations and policies.**

CHAIRPERSON CHERWIN: Is there a second?
COMMISSIONER GREEN: I'll second that.
CHAIRPERSON CHERWIN: All right, that is the motion. It's been seconded.
Can we do a roll call vote on that in support of that motion?
MS. HITZEMANN: Yes.
Dawson.
COMMISSIONER DAWSON: Yes.
MS. HITZEMANN: Ennes.
COMMISSIONER ENNES: Yes.
MS. HITZEMANN: Green.
COMMISSIONER GREEN: Yes.
MS. HITZEMANN: Lorenzini.
COMMISSIONER LORENZINI: Yes.
MS. HITZEMANN: Sigalos.
COMMISSIONER SIGALOS: Yes.
MS. HITZEMANN: Petermann.
COMMISSIONER PETERMANN: Yes.
MS. HITZEMANN: Cherwin.
CHAIRPERSON CHERWIN: Yes.
Well, congratulations, James. You have a unanimous approval. We're a recommendation body, so the next step is going to be, you have to get Board approval for it. You can talk to our friends here at the Staff who'll help you schedule that and get it rolling. So, congratulations --
MR. LEBERIS: Thank you very much.
CHAIRPERSON CHERWIN: -- and good luck with continuing your great business.
MR. LEBERIS: Thank you.
CHAIRPERSON CHERWIN: All right, so, and feel free, we're wrapping up here, but feel free to take off at this point, James.
We'll now open to other business, and that's our agenda, Item V, A. Plan Commission Reorganization.
MS. HITZEMANN: Yes. So, as you may have recalled, we talked about this briefly a number of meetings ago, but now we're kind of hopefully moving in the right direction

here. For Vice Chair, we have asked Bruce Green who has graciously accepted.

CHAIRPERSON CHERWIN: Bruce, nice, you've accepted.

MS. HITZEMANN: So, we can vote on that one. Krissy Schurtz, who is not here, but has graciously agreed to be on our CPRC committee. Terry, I did ask you if you would like to be Ordinance Chair, you never responded so I don't know if that means it's a no.

COMMISSIONER ENNES: No, I have been on vacation.

MS. HITZEMANN: Okay.

COMMISSIONER ENNES: Okay, but I would be glad to do it.

MS. HITZEMANN: Okay, and then, Michael, I don't know if you want to be on that Ordinance Committee or not, so I'll let you think about it. I won't put you on the spot. We can vote again for that one but, so those are the, kind of the new positions I suppose, so I don't know if we want to wait until everybody, we do it once or if you feel comfortable going with the people who have agreed now and then we can circle back to it.

CHAIRPERSON CHERWIN: Yes, I feel comfortable with doing what we can do now and then we'll circle back and fill in the rest.

MS. HITZEMANN: Okay, great. So, then we'll just need a motion to go through all of these people and a second and then vote for them to be Chair or Vice Chair, correct? That's how it's been typically done it in the past?

MR. LYSICATOS: Yes, we can do that. Do we need a formal nomination for it, or do we just put --

MS. HITZEMANN: Yes, so a formal nomination and then --

COMMISSIONER DAWSON: Do we need to do them individually?

MS. HITZEMANN: Yes.

COMMISSIONER DAWSON: Fine, all right. I nominate Bruce Green for Vice Chair.

CHAIRPERSON CHERWIN: Is there a second?

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Congratulations, motion passes.

Particularly, congratulations to you, Bruce.

COMMISSIONER GREEN: Okay.

CHAIRPERSON CHERWIN: All right, you usually do it anyway.

COMMISSIONER DAWSON: I also nominate Terry Ennes as Chair of Ordinance Review Committee.

CHAIRPERSON CHERWIN: Is there a second?

COMMISSIONER GREEN: I'll second that.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: Motion passes.

Terry, congratulations.

COMMISSIONER ENNES: All right.

MS. HITZEMANN: And then we'll just need one for Kristen Schurtz for CPRC.

CHAIRPERSON CHERWIN: Yes.

COMMISSIONER GREEN: I'll make that motion.

COMMISSIONER LORENZINI: Are we going to wait until she comes?

CHAIRPERSON CHERWIN: No, we don't have to wait until she comes.

COMMISSIONER DAWSON: Do we need a motion to put someone on this committee? We've never done that before.

MS. HITZEMANN: That's typically what I'm used to, but --

COMMISSIONER DAWSON: Yes, usually we just put people on the committees.

MS. HITZEMANN: You just put them on?

COMMISSIONER DAWSON: I mean, if you want us to vote, we will.

CHAIRPERSON CHERWIN: Well, we'll vote. We voted for the rest of them. Bruce made a motion to put Commissioner Schurtz on.

Is there second?

COMMISSIONER LORENZINI: I'll second.

CHAIRPERSON CHERWIN: Joe seconds.

All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion passes.

Congratulations, Commissioner Schurtz on the Conceptual.

Is there anything else we can make Kristen do while she's not here?

COMMISSIONER DAWSON: We have a Secretary, right?

COMMISSIONER SIGALOS: Yes, me.

COMMISSIONER DAWSON: It's you? You want to be Secretary? We can make it be Kristen. Just kidding.

CHAIRPERSON CHERWIN: Don't we need a Treasurer for the zero money we have? No, I'm just kidding. All right, so that's that. I think that's all.

Rachel, are those the only ones we're going to deal with right now?

MS. HITZEMANN: Yes, and then we'll deal with the other couple, yes, for next month.

CHAIRPERSON CHERWIN: All right, thank you for doing that. I appreciate it.

That moves us on to our next agenda, public comment.

Is there a public comment?

(No response.)

CHAIRPERSON CHERWIN: Okay, seeing no public comment, I guess the next item will be update on previous Plan Commission cases. So, thank you, you guys put together this whole, we'll take a look at it. I don't know that we have any particular questions, but this is very helpful if we can keep a running tab. We appreciate you doing this. This will keep us going.

I think everybody got a copy? Are there any particular questions anybody has on this?

COMMISSIONER ENNES: Not yet.

MS. HITZEMANN: So, just a note. This is PC applications that we have received, so stuff that has gone to CPRC, but we have not received an application would not be on this list. We're trying to just keep it to Plan Commission projects.

CHAIRPERSON CHERWIN: Okay, so you're saying, so there are certain things at the CPRC that have not --

COMMISSIONER LORENZINI: Come through.

CHAIRPERSON CHERWIN: Come through yet, okay.

All right, no questions from anybody?

(No response.)

CHAIRPERSON CHERWIN: All right, well, I think we can, if there's anybody who has a motion to adjourn, I would welcome that unless anybody has anything else to say?

COMMISSIONER GREEN: I'll make that motion.

CHAIRPERSON CHERWIN: Is there a second?

COMMISSIONER SIGALOS: I'll second.

CHAIRPERSON CHERWIN: All in favor?

(Chorus of ayes.)

CHAIRPERSON CHERWIN: Any opposed?

(No response.)

CHAIRPERSON CHERWIN: All right, motion passes. We're adjourned. Thank you.

(Gavel pounded.)

(Whereupon, at 7:52 p.m., the public hearing on the above-mentioned petition was adjourned.)

APPROVED

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, RON LeGRAND, SR., depose and say that

I am a digital court reporter doing business in the State of Illinois; that

I reported verbatim the foregoing proceedings and that the foregoing

is a true and correct transcript to the best of my knowledge and ability.

_____
RON LeGRAND, SR.

SUBSCRIBED AND SWORN TO

BEFORE ME THIS _____ DAY OF

_____, A.D. 2025.

_____
NOTARY PUBLIC

N Wilke Rd
Dundee/Wilke
1410
1100
dee Rd
W Dundee Rd
W Dundee Rd
W Dundee Rd
Dundee/Wilke
1501
1401
1355
1245
N Wilke Rd
1155
1155
1153
1331
1397
1415
1515
1515
3436
N Kennicott Ave
1500
1350

JAMESON'S CHARHOUSE
1331 West Dundee Road • Arlington Heights, Illinois 60004
Tel: (847) 392-7100 • Fax: (847) 392-7318
www.jamesonsdundee.com

03/14/24

Dear Sir or Madam:

Jamesons Charhouse is requesting a variance for outdoor seating area. We will be using the outdoor patio during the months of May through September. There will be no heating provided in the outdoor seating area. At this time a canopy and expanded overhang will be 940 square feet. So, this additional area is requested in a special use permit. Also, in the variance requesting allowance of partial screening of patio. Screening will comply with the character of the building. This however requires a color of screen to blend in with the building. Please note that the screens will only be used in inclement weather in the area. Other times, screens will not be in use. Jamesons Charhouse has been a staple in the community for 30 years with our never-ending commitment to customer satisfaction. We are asking for this variance currently, and we are looking forward to complying with all city requirements. Patio dining will be from 11:00 am to 10:00 pm daily weather permitting

Respectfully,

James Leberis

James Leberis
General Manager

• PARTY ROOMS AVAILABLE •

JAMESON'S CHARHOUSE
1331 West Dundee Road • Arlington Heights, Illinois 60004
Tel: (847) 392-7100 • Fax: (847) 392-7318
www.jamesonsdundee.com

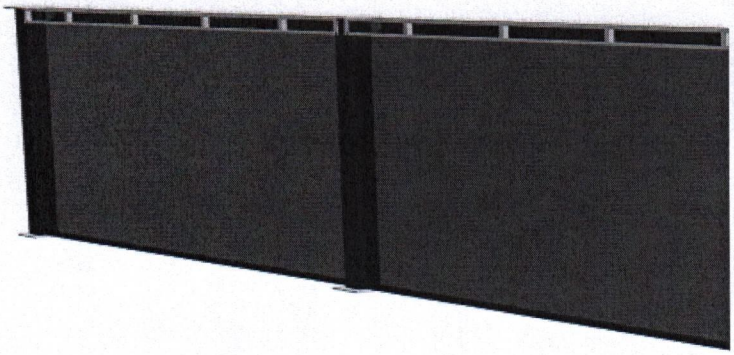
Special use Criteria

#1 Jamesons Charhouse is applying for special use permit and variance. This request is primary for public convenience due to the popularity of providing an outdoor dining area. In recent years our clientele has shown an increase in demand for outdoor seating.

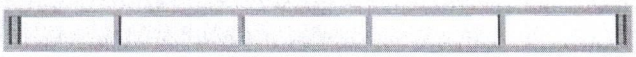
#2. Addressing safety, general warfare of people working or residing in adjoining area is always our number one goal. To this end we will provide fencing in the area for the outdoor seating area. Also parking barriers completely cover the patio area. Currently, we have provided a plan (diagram) for canopy and screens to enrich the patio area.

#3 The proposed use of outdoor seating will comply with regulations and conditions always specified in the ordinance. The canopy and expanded overhang will be 940 square feet. So, an additional area is requested for special use permits. Please note that screening will need a variance to comply. The screens will only be used during inclement weather in the area. At all other times screens will not be used. We will have screens comply with blend of the building. To that extent we have shown a sample of the screen color for approval.

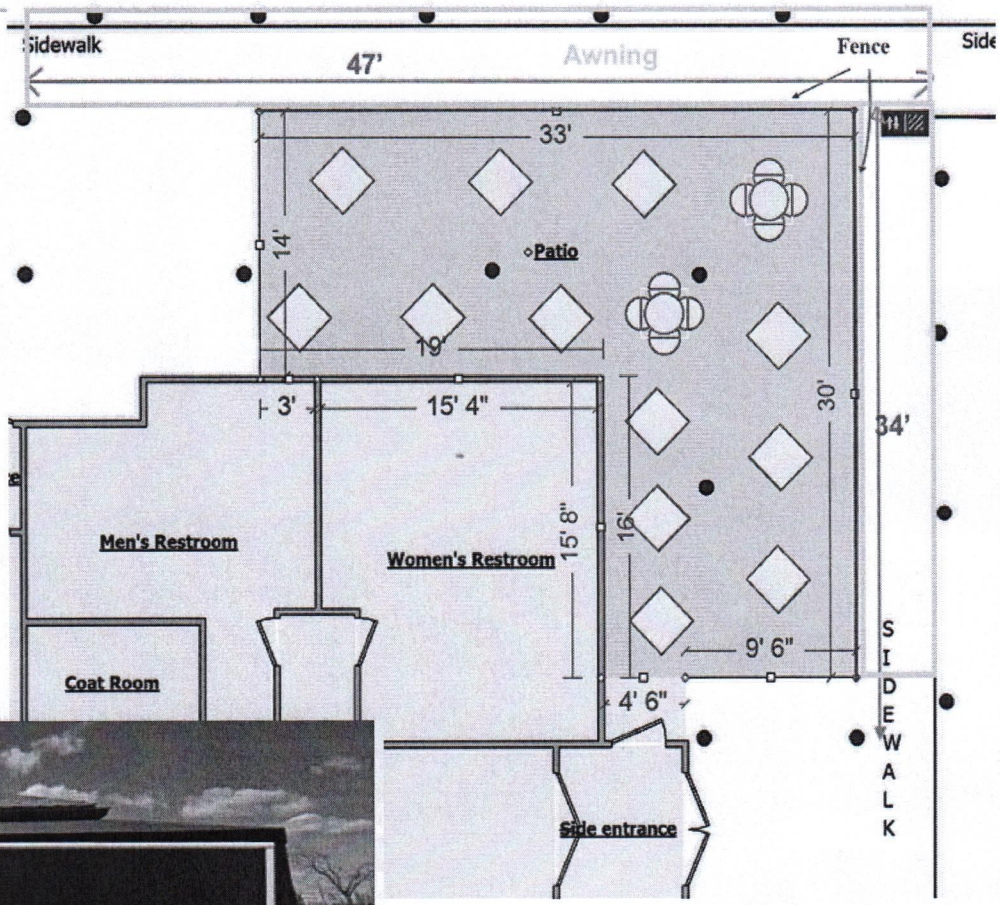
Hunzinger Williams, Inc
27982 W Commercial Ave #1
Lake Barrington, IL 60010
+1 847-381-1878



Flexshade Drop Screen will be mounted to subframe using wall mount brackets and #10 x 1.5" flat head stainless steel.

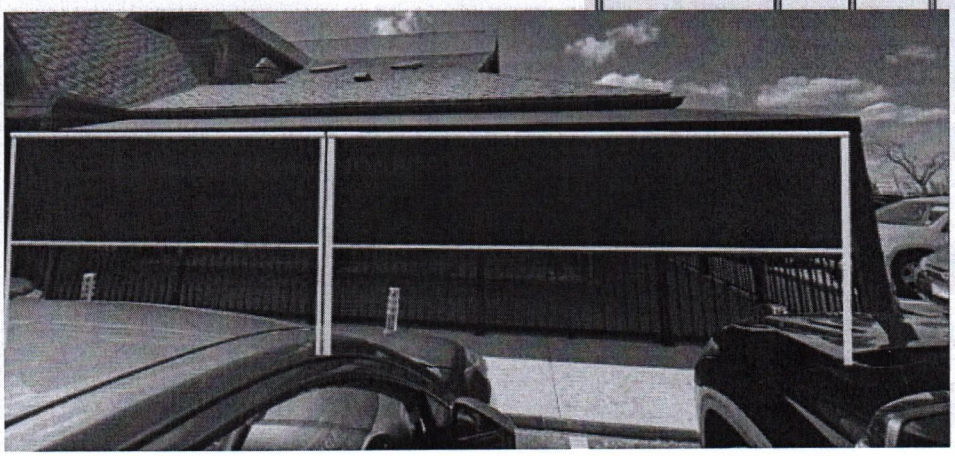


Subframe	
Metal	1" aluminum square tubing
Height	6"
Rafter Spacing	29" spacing between each rafter



Retractable Screens

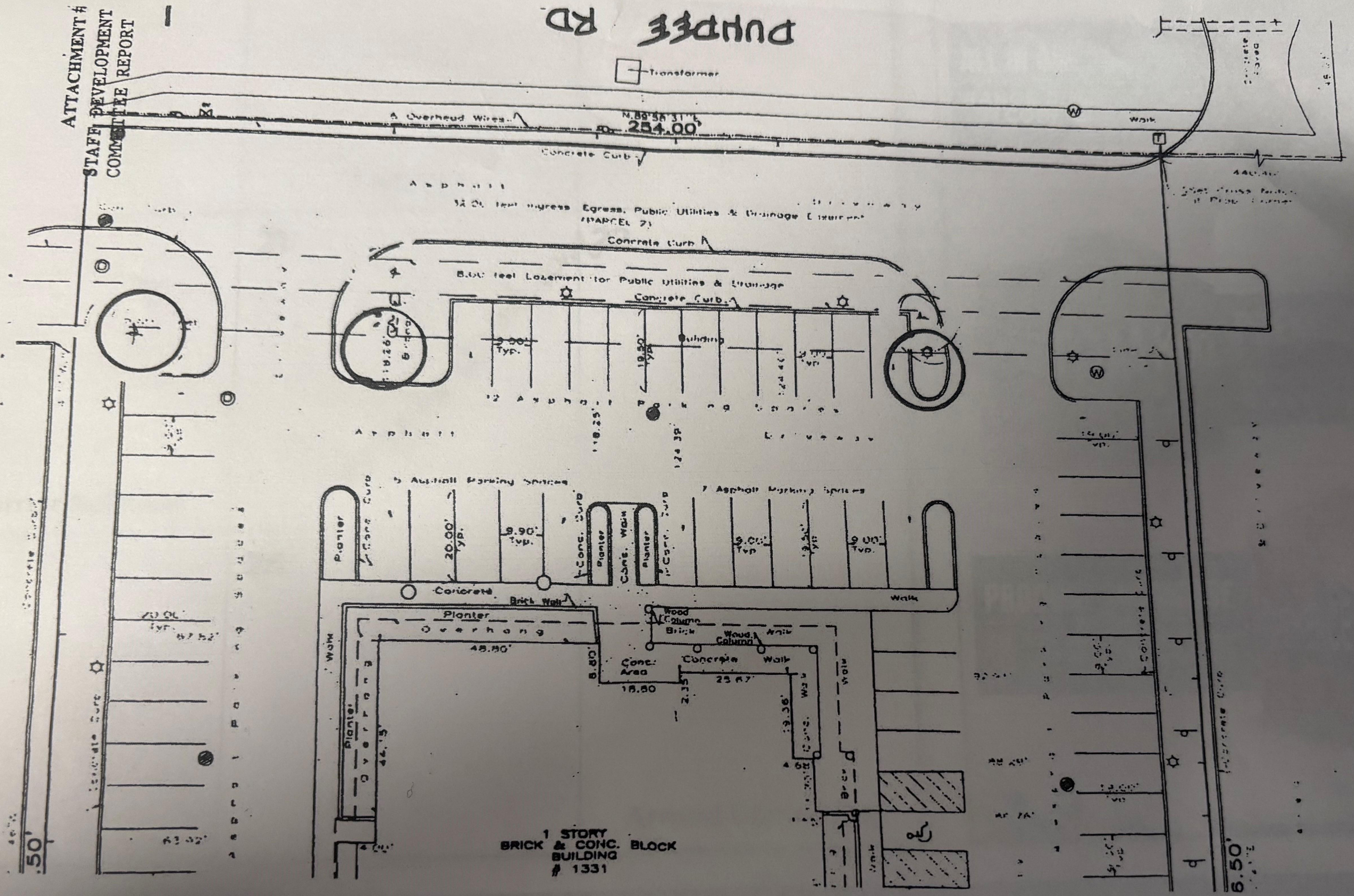
Brand: Flexshade Color and material: TBWe propose to furnish three (3) motorized Flexshade screens 24' 0" x 7'0" and one (1) motorized Flexshade 8'0" x 7'0" drop curtains.



Parking Lot Study For Jameson's Charhouse

	Thursday	Saturday	Sunday
11:00am	6 Cars	5 Cars	Closed
12:00noon	44Cars	12Cars	8Cars
1:00pm	56Cars	25Cars	32Cars
2:00pm	20Cars	30Cars	46Cars
3:00pm	11Cars	15Cars	23Cars
4:00pm	10Cars	18Cars	13Cars
5:00pm	22Cars	45Cars	27Cars
6:00pm	43Cars	55Cars	31Cars
7:00pm	58Cars	85Cars	44Cars
8:00pm	25Cars	92Cars	51Cars
9:00pm	19Cars	50Cars	33Cars
10:00pm	8Cars	23Cars	16Cars
11:00pm	5Cars	11Cars	7Cars

ATTACHMENT #
STAFF DEVELOPMENT
COMMITTEE REPORT



(05/03/04 – Legal #2)
Jameson's Charhouse
1331 W. Dundee Road

Consent

0414510055

Doc#: 0414510055
Eugene "Gene" Moore Fee: $28.00
Cook County Recorder of Deeds
Date: 05/24/2004 10:54 AM Pg: 1 of 3

AN ORDINANCE AMENDING A SPECIAL USE PERMIT FOR A RESTAURANT AND GRANTING A VARIATION FROM CHAPTER 28 OF THE ARLINGTON HEIGHTS MUNICIPAL CODE

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights has heretofore, by Ordinance Number 82-011, granted a special use permit to allow the property at 1331 W. Dundee Road, to be used as a restaurant; and

WHEREAS, the Plan Commission of the Village of Arlington Heights in Petition Number 04-004, pursuant to notice, has on March 31, 2004, conducted a public hearing for an amendment to the special use permit to allow a 686 square foot outside eating area; and

WHEREAS, the President and Board of Trustees of the Village of Arlington Heights, having considered the report and recommendation of the Plan Commission hereby find that the proposed changes to the restaurant will be compatible with other uses in the vicinity of the site; and

WHEREAS, the President and Board of Trustees have determined that the amendment of said special use, subject to certain conditions, is in the best interests of the Village of Arlington Heights,

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

SECTION ONE: That the special use permit heretofore granted in Ordinance Number 82-011, is hereby amended to allow a 686 square foot outside eating area on the property legally described as:

> Lot 1 in the Resubdivision of Lot 1 in Arlington Industrial and Research Center Unit No. 12, A Resubdivision of Lots 2 and 3 in Arlington Industrial and Research Center Unit 9, Being a Subdivision of Part of the Northwest Quarter of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 03-07-102-010

04-028

RETURN TO:
BOX 111

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
33 South Arlington Heights Rd.
Arlington Heights, IL 60005

04-028

and commonly described as 1331 W. Dundee Road, Arlington Heights, Illinois, in substantial conformance with the site plan prepared by Kerr & Associates, Inc., dated March 4, 2004, consisting of one sheet, copies of which are on file and available for inspection in the Village Clerk's office.

SECTION TWO: That a variation from Chapter 28, Section 6.12, Traffic Engineering Approval, waiving the requirement for a formal traffic study from a Certified Traffic Engineer, is hereby approved.

SECTION THREE: That the amendment to the special use permit and variation granted by this ordinance are hereby subject to the following conditions, to which the petitioner has agreed:

1. One shade tree shall be planted in each of the three northwest landscape islands as indicated on Attachment number 2 of the Staff Development Committee report, attached hereto and made a part hereof.

2. The petitioner shall remove six noncompliant parallel parking stalls located along the south side of the property.

3. The variation waiving the traffic and parking study from a certified traffic engineer shall apply to the current request only.

4. The petitioner shall comply with all Federal, State and Village codes, regulations and policies.

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

SECTION FIVE: That the remaining provisions in Ordinance Number 82-011, shall remain in full force and effect.

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

AYES: TOLJANIC, STENGREN, JENSEN, ROSENBERG, HAYES, DADAY, FARWELL, MULDER

NAYS: NONE

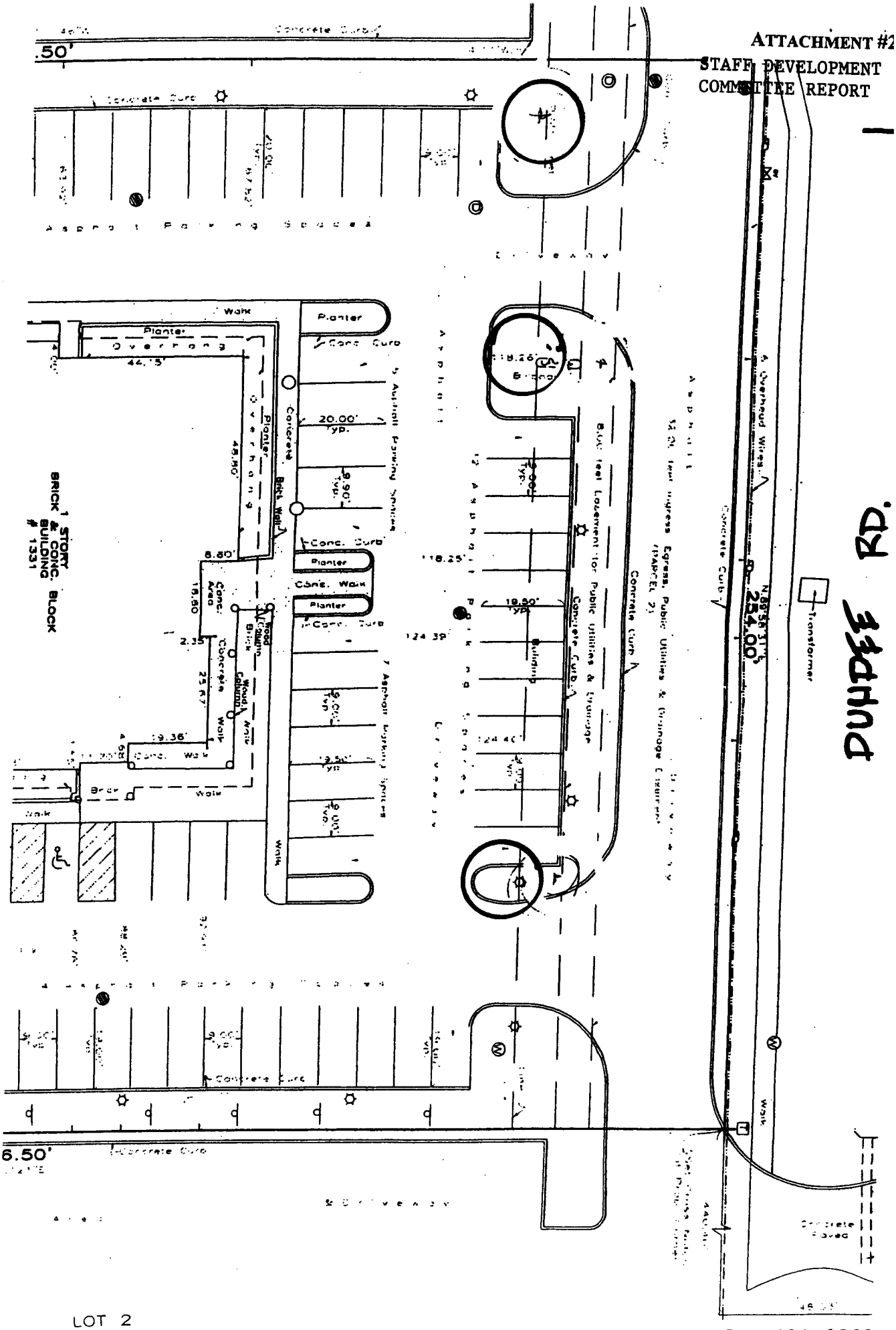
PASSED AND APPROVED this 3rd day of May, 2004.

Arlene J. Mulder
Village President

ATTEST:

Edwina Corsini
Village Clerk

ATTACHMENT #2
STAFF DEVELOPMENT
COMMITTEE REPORT



LOT 2

TRIAL & RESEARCH CENTER UNIT 12

Village of Arlington Heights

33 South Arlington Heights Road
Arlington Heights, Illinois 60005-1499
(847) 368-5000
Website: www.vah.com

April 19, 2004

TO THE PRESIDENT AND
MEMBERS OF THE BOARD OF TRUSTEES
ARLINGTON HEIGHTS, ILLINOIS

PETITIONER: Jameson's Charhouse, C/O Mr. Donald M. Rose; Storino, Ramello & Durkin
1331 W. Dundee Road
P.C. #04-004

REQUEST:

- An Amendment to Special Use Ordinance 82-011 to allow a 686 square foot outside eating area for Jameson's Charhouse at 1331 W. Dundee Road.
- A variation from Chapter 28, Section 6.12, *Traffic Engineering Approval*, to waive the requirement for a traffic and parking study from a Certified Traffic Engineer.
- A variation from Chapter 28, Section 6.15-1.2, *New Landscaping Requirements*, waiving the required installation of one shade tree for three landscape islands.

On March 31, 2004, the Plan Commission held a public hearing. The recommendation of the Plan Commission during the hearing is as follows:

PLAN COMMISSION / MOTION
COMMISSIONER WOLFE MOVED AND COMMISSIONER GRONER SECONDED:

1. **APPROVAL OF P.C. 04-004, A PROPOSED SPECIAL USE AMENDMENT TO ALLOW AN OUTSIDE SEATING AREA AT THE JAMESON'S CHARHOUSE RESTAURANT AT 1331 W. DUNDEE ROAD AND A VARIATION FROM CHAPTER 28, SECTION 6.12, TRAFFIC ENGINEERING APPROVAL, TO WAIVE THE REQUIREMENT FOR A TRAFFIC AND PARKING STUDY FROM A CERTIFIED TRAFFIC ENGINEER.**

2. **DENIAL OF THE REQUESTED VARIATION FROM CHAPTER 28, SECTION 6.15-1.2, NEW LANDSCAPING REQUIREMENTS, WAIVING THE REQUIRED INSTALLATION OF ONE SHADE TREE FOR THREE LANDSCAPE ISLANDS.**

THIS APPROVAL IS CONTINGENT UPON COMPLIANCE WITH THE RECOMMENDATIONS OF THE PLAN COMMISSION, AND THE FOLLOWING RECOMMENDATIONS DETAILED IN THE STAFF DEVELOPMENT COMMITTEE REPORT DATED MARCH 24, 2004:

1. **ONE SHADE TREE SHALL BE PLANTED IN EACH OF THE THREE NORTHWEST LANDSCAPE ISLANDS AS INDICATED ON ATTACHMENT #2 OF THE STAFF DEVELOPMENT COMMITTEE REPORT.**

2. **THE PETITIONER SHALL REMOVE THE NONCOMPLIANT 6 PARALLEL PARKING STALLS ALONG THE SOUTH SIDE OF THE PROPERTY.**

3. **THE VARIATIONS TO WAIVE THE TRAFFIC AND PARKING STUDY FROM A CERTIFIED TRAFFIC ENGINEER SHALL APPLY TO THE CURRENT REQUEST ONLY.**

4. **THE PETITIONER SHALL COMPLY WITH ALL FEDERAL, STATE AND VILLAGE CODES, REGULATIONS AND POLICIES.**

ROLL CALL VOTE:

COMMISSIONER: BALLINGER, EISENHAMMER, GREEN, GRONER, WOLFE AND ACTING CHAIRMAN O'NEILL VOTED IN FAVOR.

COMMISSIONER: DROST AND MERTES VOTED AGAINST.

THE MOTION CARRIED.

COMMISSIONER COMMENT:

ACTING CHAIR O'NEILL: Yes. Okay, we start at the first comment by Commissioner Mertes.

COMMISSIONER MERTES: My comment and reason for voting no is I'm not convinced that the ordinance applies in this situation. We're swapping seats from the inside to the outside for the summer season. That's why I voted no.

ACTING CHAIR O'NEILL: Okay.

COMMISSIONER DROST: Yes. I'll concur on that. And I think the other point would be to take a look at the ordinance. If Ms. Connolly is right, then I think I would recommend to the Village Board that they reconsider that particular requirement.

ACTING CHAIR O'NEILL: Okay. It's been duly noted. Thank you very much. We're very excited about your outdoor seating, and you can work with Kate at a later date for the Village Board. Thank you.

Hearing ended at 9:30 p.m.

CAROLE ANN O'NEILL, ACTING CHAIRMAN
ARLINGTON HEIGHTS PLAN COMMISSION
Recorded by LeGrand Services

STAFF DEVELOPMENT COMMITTEE REPORT

To: Plan Commission
Prepared By: Katherine E. Brest van Kempen, Development Planner
Meeting Date: March 31, 2004
Date Prepared: March 24, 2004

Project Title: Jameson's Charhouse Outside Eating Café
Address: 1331 W. Dundee Road

BACKGROUND INFORMATION

Petitioner: Mr. George Leberis c/o Mr. Donald M. Rose
Address: Storino, Ramello & Durkin
9501 West Devon Avenue
Rosemont, IL 60018

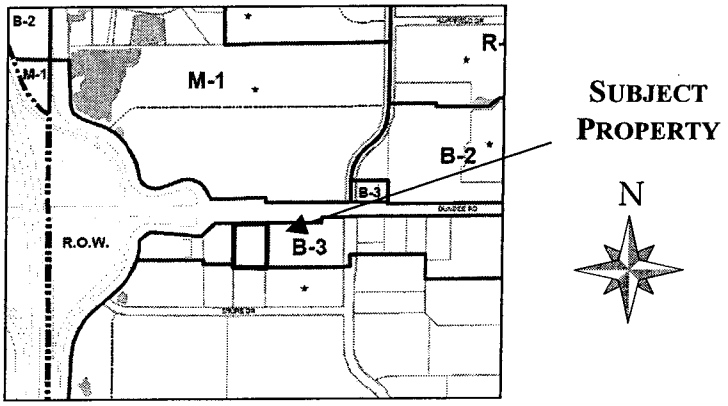
Existing Zoning: B-3, General Service, Wholesale, and Motor Vehicle District

Requested Action:

- An Amendment to Special Use Ordinance 82-011 to allow a 686 square foot outside eating area for Jameson's Charhouse at 1331 W. Dundee Road.

Variations Required:

- A variation from Chapter 28, Section 6.12, *Traffic Engineering Approval*, to waive the requirement for a traffic and parking study from a Certified Traffic Engineer.
- A variation from Chapter 28, Section 6.15-1.2, *New Landscaping Requirements*, waiving the required installation of one shade tree for three landscape islands



ANALYSIS

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	M-1, Research, Development and Light Manufacturing	Office/Light Industrial	Research & Development, Manufacturing and Warehouse
South	M-1, Research, Development and Light Manufacturing	Office/Light Industrial	Office Only
East	B-3, General Service, Wholesale, and Motor Vehicle District	Office	Office Only
West	B-3, General Service, Wholesale, and Motor Vehicle District	La Quinta Inn	Commercial

Summary:
The Petitioner is proposing to construct an outside seating area on the north and east sides of the structure, towards Dundee Road. The existing restaurant has approximately 4,330 square feet of seating area and has approximately 230 seats within. The current hours of operation of the restaurant are from 11:00 a.m. to 11:00 p.m. (Monday through Thursday), 11:00 a.m. – 12:00 a.m. (Friday and Saturday), and 12:00 p.m. to 10:00 p.m. (Sunday). They have indicated that their peak hours of operation are from 12:00 p.m. – 1:00 p.m. during the week for the lunchtime and 6:00 p.m. – 8:00 p.m. for the dinner peak daily. Finally, deliveries occur Monday – Friday 8:00 a.m. – 10:00 a.m. and 2:00 p.m. – 4:00 p.m. and trash collection occurs three times a week, always before 10:00 a.m.

Zoning and Comprehensive Plan
The site and its environs is zoned B-3, General Service, Wholesale, and Motor Vehicle District, and the proposal is consistent with this designation but requires a Special Use. As part of the formal review process, the Petitioner demonstrated that the proposed request meets the following Special Use criteria outlined in the Village's Zoning Ordinance (see Attachment #1).

- ***That said special use is deemed necessary for the public convenience at this location.***
- ***That such case will not, under any circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity.***
- ***That the proposed use will comply with the regulations and conditions specified in this ordinance for such use, and with the stipulations and conditions made a port of the authorization granted by the Village Board.***

The Village's Comprehensive Plan designates the subject property as Offices Only, but has been utilized as a restaurant since the approval of The Cattle Company's restaurant in 1982.

Site/Building Issues
Access into the seating area from the restaurant will be through the door located on the north side of the east vestibule. The Petitioner will be required to comply with all Village requirements for outside seating areas, such as the installation of a mechanical air curtain over the proposed door, a hose bib, a fence that is at least four-feet tall, that wraps around the entire seating area with a gate that is used for exiting only, and any other requirements that may be determined as necessary during the building permit review process. In addition, the Petitioner will be required to amend the Liquor License for the restaurant, as required. Concern was raised by the Health Department regarding the spacing of the tables in the outside seating area. The aisle must maintain a 36" clearance for passage.

Landscaping Issues
Currently there are three landscape islands that do not include the required 4" caliper shade trees located towards the northeast corner of the site (Attachment #2). These islands should be brought into compliance with the Zoning Ordinance at this time. However, the Petitioner argues that the expense would be significant and therefore the is seeking the following variation (Attachment #3):

- A variation from Chapter 28, Section 6.15-1.2, *New Landscaping Requirements*, waiving the required installation of one shade tree for three landscape islands.

Staff is not supportive of this variation, as the Petitioner has not demonstrated that there is a true hardship that exists regarding the landscaping. The Petitioner has stated that the cost will be significant and that there is not enough room in the islands for said trees due to an existing ground sign and light poles. It is staff's opinion based on a site visit that these landscape islands could accommodate a shade tree as required.

Traffic & Parking Issues
According to the Village's Zoning Ordinance, any Special Use application or amendment thereto, regardless of size, that is adjacent to a major arterial such as Dundee Road needs to provide a traffic and parking study from a Certified Traffic Engineer. However, the Petitioner argues that there will be minimal to no effects that the proposed outside eating café will have, other than maybe on parking. Therefore, the Petitioner is seeking the following variation:

- **A variation from Chapter 28, Section 6.12, *Traffic Engineering Approval*, to waive the requirement for a traffic and parking study from a Certified Traffic Engineer.**

The Village has evaluated this request and concurs that the proposed special use will not alter existing circulation patterns or have an adverse effect on existing roadways. However, in lieu of a formal Traffic and Parking study, the Village has required the Petitioner to provide an inventory and/or survey of the on-site parking spaces that are available for customers over a three-day period including Saturday during the restaurant's lunch and dinner peak hours. In conjunction with the Plan Commission review, this information was reviewed and it was determined that there is enough parking supply to handle the current and future demand. Based on the counts provided in the packet, a maximum of 91 parking stalls were occupied during the dinner peak, and a maximum of 56 parking stalls were occupied during the lunch peak.

With respect to parking, according to the Zoning Ordinance, one parking space is required for every 45 square feet of seating area for restaurants. The restaurant currently has a total of 127 parking stalls. It should be noted that six of these parking stalls are not in compliance with the zoning ordinance (they are parallel stalls located within a drive aisle). Therefore, said parking stalls should be removed at this time. The following is the breakdown of the various rooms in the restaurant and the proposed parking requirement:

Room	*Square Footage*	*Parking Requirement*
Dining Area I	*1,275*	*28.3*
Dining Area II	*870*	*19.3*
Party Room	*540*	*12*
Bar	*995*	*22.1*
Mezzanine	*650*	*14.4*
Outside Eating Café	*686*	*15.2*
TOTAL	*5,016*	*111.3*

Based on the above chart, the restaurant, including the proposed outside eating café, meets the Village's parking requirements.

RECOMMENDATION

The Staff Development Committee has reviewed the petitioners request and recommends the following:

1. **Approval** the proposed Special Use Amendment to allow an outside seating area at the Jameson's Charhouse Restaurant at 1331 W. Dundee Road and a variation from Chapter 28, Section 6.12, Traffic Engineering Approval, to waive the requirement for a traffic and parking study from a Certified Traffic Engineer.
2. **Denial** of the requested a variation from Chapter 28, Section 6.15-1.2, *New Landscaping Requirements*, waiving the required installation of one shade tree for three landscape islands.

The recommendation shall be subject to the following conditions:

1. One shade tree shall be planted in each of the three northwest landscape islands as indicated on Attachment #2 of the Staff Development Committee Report.
2. The Petitioner shall remove the noncompliant 6 parallel parking stalls along the south side of the property.
3. The variation to waive the traffic and parking study from a Certified Traffic Engineer shall only apply to the current request only.
4. The Petitioner shall comply with all Federal, State, and Village Codes, Regulations, and Policies.

March 24, 2004

Bill Enright, AICP
Deputy Director of Planning and Community Development

C: William C. Dixon, Village Manager
All Department Heads
Petitioner

FC/wp(2/15/82 - Legal # 3) Consent Agenda

Saga Corp. dba Stuart
Anderson's Cattle Co
Dundee Road at Route 53

AN ORDINANCE GRANTING A SPECIAL USE

26176882

OFFICIAL BUSINESS

WHEREAS, the Plan Commission of the Village of Arlington Heights has heretofore conducted a hearing on a request to approve a special use permit for a restaurant; and approval of a preliminary plat of subdivision; and

WHEREAS, the Plan Commission has recommended the approval of the petitioned special use, and preliminary plat of subdivision, subject to certain stipulations; and

WHEREAS, the developer has agreed to certain terms and conditions set forth by the Plan Commission and the President and members of the Board of Trustees as hereinafter are set forth; deeming same to be in the best interests of the Village of Arlington Heights;

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

SECTION ONE: The Village of Arlington Heights hereby grants a special use permit for a restaurant on the following described property:

> The north 346.50 feet of Lot 1, in Arlington Industrial and Research Center Unit Number 12, a resubdivision of part of the northwest quarter of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly described as property located on the south side of Dundee Road, between Kennicott Avenue and Illinois Route 53.

SECTION TWO: The special use herein granted is conditioned upon the improvement of said property in substantial conformance with the plans and drawings heretofore submitted to the Plan Commission and Village President and Board of Trustees, a true and correct copy of said plans being attached hereto and made part of this ordinance as EXHIBIT A and available for inspection in the office of the Village Clerk.

26176882

SECTION THREE: The special use approved herein shall be subject to the following terms and conditions:

1. Subject to approval by the Village Forester and Village Planner of landscaping plans;

2. Subject to approval of architectural drawings;

3. Construction being in conformance with approved plans;

4. That all public improvements be constructed in accordance with the Manual For the Design of Public Improvements in Arlington Heights and meeting the

82-011

82-11

approval of the Director of Engineering of the Village;

5. That the developer shall submit engineering drawings to, and secure the approval of the Director of Engineering for all public improvements and upon approval of said drawings shall deposit guarantees in the form and amount specified by the Director of Engineering;

6. That the developer and/or owner enter into an agreement for on-site utility maintenance, including storm water detention basin or basins;

SECTION FOUR: The Director of Building and Zoning of the Village of Arlington Heights is hereby directed to issue necessary permits to effectuate the purpose of this ordinance upon proper application in conformance with the codes and ordinances of the Village.

SECTION FIVE: The Village Clerk of the Village of Arlington Heights is hereby directed to record this ordinance in the Office of the Recorder of Deeds of Cook County, Illinois.

SECTION SIX: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law.

AYES: **Walsh, Schroeder, Buss, Cannon, Cawley, Jolly, Palmatier**

NAYS: **None**

PASSED AND APPROVED this 15th day of February, 1982.

Francis N. Palmatier

Village President
Pro Tem

ATTEST:

Village Clerk

26176882

26176882

NO CHARGE
WILL CALL

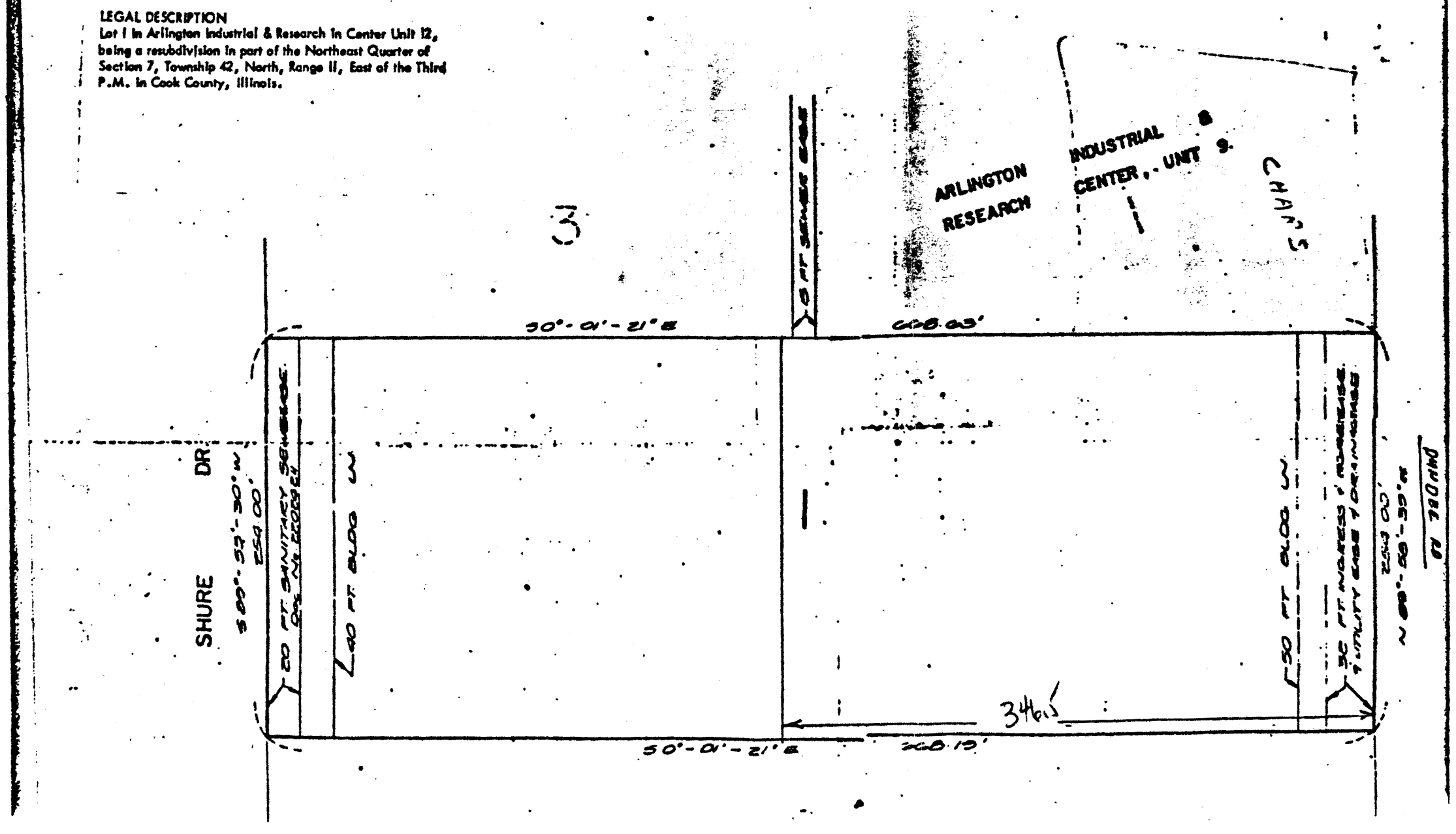
MAR-19-82 4 02 PM 26176882 A — NF 0.00

1982 MAR 19 AM 9 55 RECORDER COOK COUNTY-ILLINOIS

"EXHIBIT A"

Lot 1 in Arlington Industrial & Research Center Unit 12, being a resubdivision in part of the Northeast Quarter of Section 7, Township 42 North, Range 11, East of the Third P.M., in Cook County, Illinois.

LEGAL DESCRIPTION
Lot 1 in Arlington Industrial & Research In Center Unit 12, being a resubdivision in part of the Northeast Quarter of Section 7, Township 42, North, Range 11, East of the Third P.M. in Cook County, Illinois.



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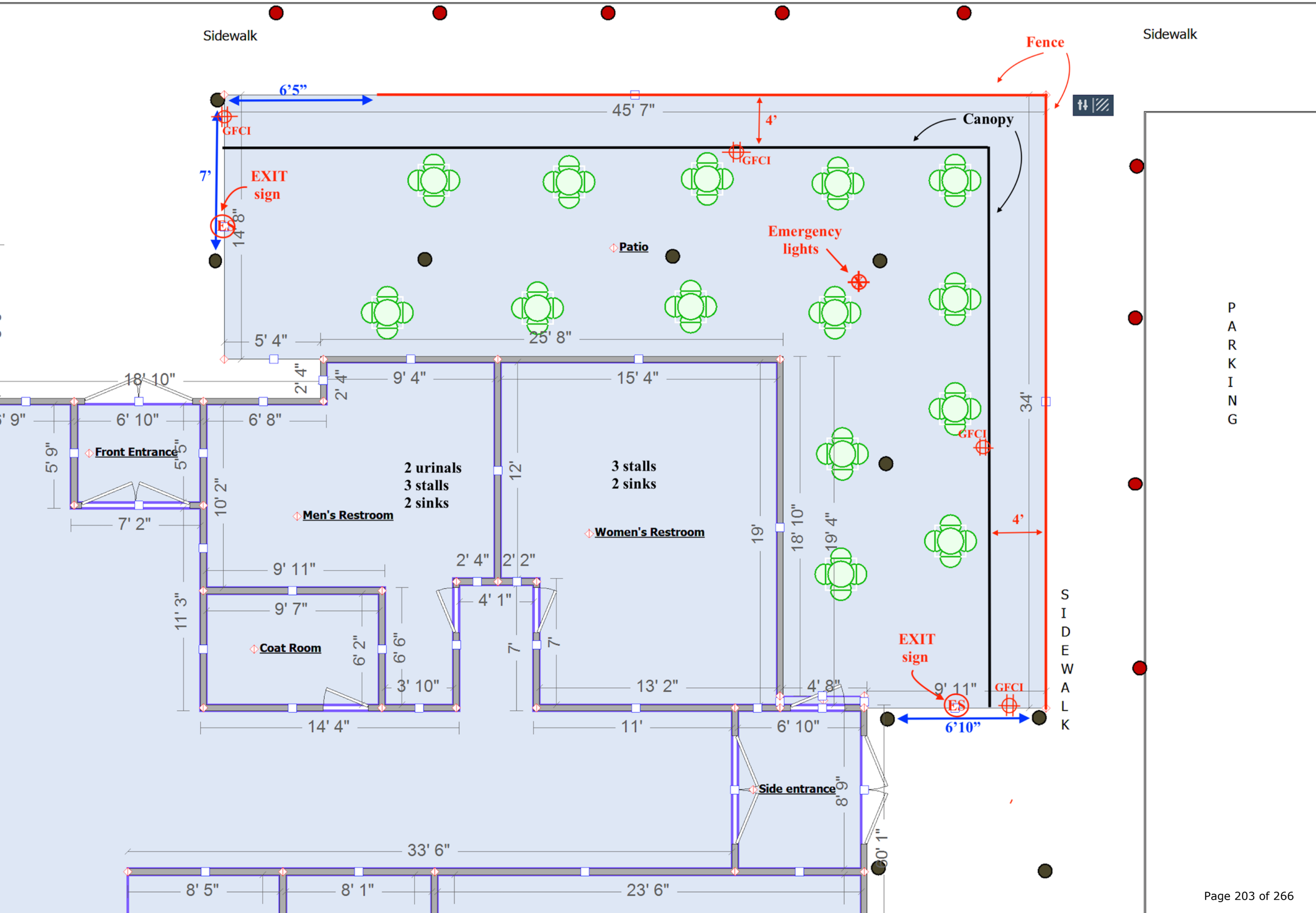
VIL. OF ARLINGTON HEIGHTS
PLANNING COMMISSION


PARKING
Sidewalk
Sidewalk
Fence
6'5"
45' 7"
4'
Canopy
GFCI
GFCI
7'
EXIT sign
ES
14' 8"
Patio
Emergency lights
5' 4"
25' 8"
18' 10"
2' 4"
2' 4"
9' 4"
15' 4"
6' 9"
6' 10"
6' 8"
5' 9"
5' 5"
Front Entrance
2 urinals
3 stalls
2 sinks
12'
3 stalls
2 sinks
34'
GFCI
10' 2"
Men's Restroom
Women's Restroom
19'
18' 10"
19' 4"
4'
7' 2"
9' 11"
2' 4"
2' 2"
4' 1"
11' 3"
9' 7"
Coat Room
6' 2"
6' 6"
7'
7'
3' 10"
13' 2"
4' 8"
EXIT sign
9' 11"
GFCI
ES
6'10"
14' 4"
11'
6' 10"
Side entrance
8' 9"
33' 6"
30' 1"
8' 5"
8' 1"
23' 6"
PARKING
SIDEWALK

PLAN COMMISSION REVIEW
ENGINEERING DIVISION

Village of Arlington Heights
Interoffice Memorandum

To:	**Planning Staff Liaison**
From:	**Nanci Julius, P.E., Senior Civil Engineer**
Department:	**Public Works & Engineering Department**
File Number:	**PCA00011-2024**
Project:	**Jameson's Outdoor Dining, 1331 W Dundee Road**
Review Round:	**Round 1**
Date:	**May 5, 2025**

DO EXISTING STRUCTURES, IF ANY, MEET MINIMUM REQUIREMENTS OF THE FOLLOWING?

1. PUBLIC IMPROVEMENTS REQUIRED:

	YES	NO	COMMENTS
a. Underground Utilities			
i. Water…….	☐	☒	_____
ii. Sanitary Sewer …….	☐	☒	_____
iii. Storm Sewer……	☐	☒	_____
b. Surface Improvement			
i. Pavement …….	☐	☒	_____
ii. Curb& Gutter……...	☐	☒	_____
iii. Sidewalks…….	☐	☒	_____
iv. Street Lighting…….	☐	☒	_____
c. Easements			
i. Utility & Drainage….	☐	☒	_____
ii. Access……	☐	☒	_____

2. PERMITS REQUIRED OTHER THAN VILLAGE
   a. MWRDGC…… ☐
   b. IDOT…… ☐
   c. ARMY CORP… ☐
   d. IEPA…… ☐
   e. CCHD……. ☐
   f. OTHER…… ☐_____

3. R.O.W. DEDICATIONS…… YES ☐ NO ☒ _____
4. SITE PLAN ACCEPTABLE……. YES ☒ NO ☐ _____
5. PRELMINARY PLATE ACCEPTABLE…… YES ☐ NO ☐ N/A
6. TRAFFIC STUDY ACCEPTABLE…….. YES ☐ NO ☐ N/A
7. STORMWATER DETENTION REQUIRED…… YES ☐ NO ☒ _____
8. CONTRIBUTION ORDINANCE EXISTING…… YES ☐ NO ☒ _____
9. FLOOD PLAIN OR FLOODWAY EXISTING… YES ☐ NO ☒ _____
10. WETLAND EXISTING…… YES ☐ NO ☒ _____

11. The petitioner is notified that these comments are being provided to ensure that the project meets the requirements for submittal to the Plan Commission. Approval by the Plan Commission is not an endorsement or approval of these documents to obtain the required building permits, engineering approval, or permits required by other government or permitting agencies for construction. Detailed plan review with associated comments will be provided upon submittal of plans for a building permit. The petitioner shall acknowledge that they accept this understanding.

12. The Public Works and Engineering Division have no objection to the requested variance for outdoor seating and have no further comments.

May 5, 2025

Nanci C. Julius, P.E. Date
Senior Civil Engineer

PLAN COMMISSION REVIEW
FIRE DEPARTMENT

Village of Arlington Heights Interoffice Memorandum

To:	**Daniel Osoba**
From:	**Div. Chief Dave Roberts**
Department:	**Fire Department**
File Number:	**PCA00011-2025**
Project:	**1331 W Dundee RD Jameson's**
Review Round:	**Round 1**
Date:	**May 6, 2025**

GENERAL COMMENTS:

1. The Fire Department has no comments for the proposed Special Use Permit.

Village of Arlington Heights
Interoffice Memorandum

From:	**Dan Osoba | 847-368-5215; dosoba@vah.com**
Department:	**Planning & Community Development**
File Number:	**PC25-011**
Project:	**1331 W. Dundee Road – Jameson's Charhouse Outdoor Seating Expansion**
Review Round:	**Round 1**
Date:	**May 13, 2025**

	YES	NO
1. COMPLIES WITH COMPREHENSIVE PLAN:	☒	☐
2. COMPLIES WITH THOROUGHFARE PLAN:	☒	☐
3. VARIAITONS NEEDED FROM ZONING REGULATIONS: a. Variation listed in comment 7b.	☒	☐
4. VARIATIONS NEEDE FROM SUBDIVISION REGULATIONS:	☐	☒
5. SUBDIVISION REQUIRED:	☒	☒
6. SCHOOL/PARK DISTRICT CONTRIBUTION REQUIRED:	☒	☒

Zoning:

7. The following zoning approvals have been requested based on a review of the plans. Please acknowledge the following:
    a. Amendment to the existing Special Use Permit (Ord. 04-028) to expand the outdoor seating area to a total of 940 square-feet.
    b. Variation from Chapter 28, Section 5.1-23 to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.

8. Provide a written response to the four variation criteria listed below (written response to the Special Use Permit criteria was already provided). This shall be provided with the second submission:
    a. The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.
    b. The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.

c. The proposed variation is in harmony with the spirit and intent of this Chapter.
d. The variance requested is the minimum variance necessary to allow reasonable use of the property.

General:

9. The Petitioner has indicated that the outdoor seating area will be used during the months of May through September. A condition of approval will be recommended by the Planning Department for this Special Use Permit amendment.

10. Provide additional photos of the screens when they are up and when they are down for reference.

11. Your response to these comments must be uploaded to the CSS portal, along with tall the revised plans. Once the entire resubmittal has been uploaded, please email Dan Osoba at dosoba@vah.com to notify that a resubmittal has been uploaded. Please coordinate with me on any upload of revised/new plans. We can set up a meeting to assist as needed.

Site & Landscaping

12. Include the dimension of the sidewalk adjacent to the seating area in the diagram.

13. Shade trees shall be planted on the parking lot islands at the north end of the site per the approval of Ord. 04-028.

Parking

14. The parking requirements are listed below:

Use	**SF (Seating Area)**	**Parking Ratio**	**Required Parking**
Dining Area I	1,275	1 space / 45 SF	28.3
Dining Area II	870	1 space / 45 SF	19.3
Party Room	540	1 space / 45 SF	12
Bar	995	1 space / 45 SF	22.1
Mezzanine	650	1 space / 45 SF	14.4
Outdoor Seating Area Existing	686	1 space / 45 SF	15.2
Outdoor Seating Area Proposed	254	1 space / 45 SF	5.6
Total			117
Total Provided*			121
Surplus / (Deficit)			**4**

*There are currently a total of 127 parking stalls on-site; however, 6 of those stalls are not code compliant parallel spaces and were to be removed with the approval of Ord. 04-028.

15. The Petitioner shall provide a copy of the current floor plan for review with the next submittal. Note that the parking table above may change based on any changes to the current floor plan.

16. Code requires that Special Use Permits for projects less than 5,000 square-feet do not need to provide a traffic study; however, a parking analysis is required by code. Please provide a parking survey with your second submittal that includes the following:
    a. Parking survey shall include at least 3 days: one weekday, Saturday and Sunday.
    b. Survey should be taken during operating hours and provide the number of occupied spaces every hour.
    c. If the number of spaces occupied exceeds 90% of the occupancy of the parking lot, then a full parking study may be required.

Second Review Application Dated 06/10 /2025

Item#7a. Please accept this request to expand outdoor seating to a total of 940 square feet.

Item#7b Also at this time we are requesting a variation from Chapter28,section 5.1-23. To allow Partial enclosure of outdoor eating patio. The screen enclosure will be used only In event of passing rain showers.

Item# 8a Requested special use permit will not alter essential character of the locality and And will be compatible with existing uses zoning of nearby property.

Item# 8b This property has been in it's current use for thirty years.

Item#9 Jameson's Charhouse will comply with all conditions of approval for special use permit.

Item#12 The sidewalk dimensions are as follows East Sidewalk is 4 Feet Width by 45 feet Length North Sidewalk is 4 Feet Width by 32 Feet Length.

Item#13 Shade Trees will be planted as recommende by Planning Department.

Respectfully,

James Leberis

General Manager/ Owner

Village of Arlington Heights
Interoffice Memorandum

From:	**Dan Osoba | 847-368-5215; dosoba@vah.com**
Department:	**Planning & Community Development**
File Number:	**PC25-011**
Project:	**1331 W. Dundee Road – Jameson's Charhouse Outdoor Seating Expansion**
Review Round:	**Round 2**
Date:	**June 25, 2025**

	YES	NO
1. COMPLIES WITH COMPREHENSIVE PLAN:	☒	☐
2. COMPLIES WITH THOROUGHFARE PLAN:	☒	☐
3. VARIAITONS NEEDED FROM ZONING REGULATIONS: a. Variation listed in comment 7b.	☒	☐
4. VARIATIONS NEEDE FROM SUBDIVISION REGULATIONS:	☐	☒
5. SUBDIVISION REQUIRED:	☒	☒
6. SCHOOL/PARK DISTRICT CONTRIBUTION REQUIRED:	☒	☒

Zoning:

7. The following zoning approvals have been requested based on a review of the plans. Please acknowledge the following:
    a. Amendment to the existing Special Use Permit (Ord. 04-028) to expand the outdoor seating area to a total of 940 square-feet.
    b. Variation from Chapter 28, Section 5.1-23 to allow the partial enclosure of an outdoor eating café where enclosure of an outdoor eating café is not permitted.
        i. **2nd Review:** this comment has been addressed. **Complete**

8. Provide a written response to the four variation criteria listed below (written response to the Special Use Permit criteria was already provided). This shall be provided with the second submission:
    a. The proposed use will not alter the essential character of the locality and will be compatible with existing uses and zoning of nearby property.

b. The plight of the owner is due to unique circumstances, which may include the length of time the subject property has been vacant as zoned.
c. The proposed variation is in harmony with the spirit and intent of this Chapter.
d. The variance requested is the minimum variance necessary to allow reasonable use of the property.
    i. **2nd Review:** this comment has been addressed. **Complete**

General:

9. The Petitioner has indicated that the outdoor seating area will be used during the months of May through September. A condition of approval will be recommended by the Planning Department for this Special Use Permit amendment.
    a. **2nd Review:** this will continue to be a recommended condition of approval of this petition. No further action is needed. **Complete**

10. Provide additional photos of the screens when they are up and when they are down for reference.
    a. **2nd Review:** this comment has been addressed. **Complete**

11. Your response to these comments must be uploaded to the CSS portal, along with tall the revised plans. Once the entire resubmittal has been uploaded, please email Dan Osoba at dosoba@vah.com to notify that a resubmittal has been uploaded. Please coordinate with me on any upload of revised/new plans. We can set up a meeting to assist as needed.
    a. **2nd Review:** no further submissions are needed. **Complete**

Site & Landscaping

12. Include the dimension of the sidewalk adjacent to the seating area in the diagram.
    a. **2nd Review:** comment response letter indicates the sidewalk is 4' wide. **Complete**

13. Shade trees shall be planted on the parking lot islands at the north end of the site per the approval of Ord. 04-028.
    a. **2nd Review:** this will be a recommended condition of approval. No further action needed. **Complete**

Parking

14. The parking requirements are listed below:

Use	SF (Seating Area)	Parking Ratio	Required Parking
Dining Area I	1,275	1 space / 45 SF	28.3
Dining Area II	870	1 space / 45 SF	19.3
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Outdoor Seating Area Proposed	254	1 space / 45 SF	5.6
Total			117
Total Provided*			121
Surplus / (Deficit)			**4**

*There are currently a total of 127 parking stalls on-site; however, 6 of those stalls are not code compliant parallel spaces and were to be removed with the approval of Ord. 04-028.

15. The Petitioner shall provide a copy of the current floor plan for review with the next submittal. Note that the parking table above may change based on any changes to the current floor plan.
    a. **2nd Review:** this comment has been addressed; no changes to the floor plan have occurred. **Complete**

16. Code requires that Special Use Permits for projects less than 5,000 square-feet do not need to provide a traffic study; however, a parking analysis is required by code. Please provide a parking survey with your second submittal that includes the following:
    a. Parking survey shall include at least 3 days: one weekday, Saturday and Sunday.
    b. Survey should be taken during operating hours and provide the number of occupied spaces every hour.
    c. If the number of spaces occupied exceeds 90% of the occupancy of the parking lot, then a full parking study may be required.
        i. **2nd Review:** the parking survey provided shows the site has more than adequate amounts of parking for the use as the maximum occupancy was 92 vehicles (76.03% occupied) at 8:00pm on Saturday.

Suggested Motion for Village Board Meeting – 9/2/2025

X.A. 1331 W. Dundee Rd. – Jameson's Charhouse – PC25-011

Trustee _____moved to Direct Staff and the Village Attorney to prepare final documents granting an approval of an Amendment to the Special Use Permit Ordinance 04-048 to expand the outdoor seating area to a total of 940 square-feet and the zoning relief requested, and subject to the recommended conditions, all as set forth in the agenda materials for tonight's Board Meeting.

Trustee _____ seconded.

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Dunkin' - 1010 E. Rand Rd. - Sign Variation - DC25-019
Department: Planning & Community Development

Item Description:
A public meeting was held by the Design Commission on August 12, 2025 where the Design Commission unanimously recommended to the Village Board of Trustees, approval of the following sign variations for Dunkin' located at 1010 E. Rand Rd:

1. A variation from Chapter 30, Section 30-208.B, to allow a 20 sf fully digital drive-through menu board, where fully electronic menu board signage is not allowed.

2. A variation from Chapter 30, Section 30-208.A.4.C to allow a drive-through menu board to be located in the front of the building, where they are required to be located in the side or rear year away from the primary street frontage.

3. A variation from Chapter 30, Section 30-208.A.4.D, to allow a menu board to be oriented towards the public right of way, where they are not allowed to face the street.

This recommendation is subject to compliance with the site plan, electronic menu board drawing and manufacturer specifications received on 5/14/25, Federal, State and Village codes, regulations, and policies, and the issuance of all required permits, and the following:

1. The electronic menu boards will display drive-through menu signage only, and will not be used to display any other advertisements.

2. Use of the electronic displays shall comply with all operational standards for electronic signs as set forth in chapter 30, section 30-705.h, which includes static displays only (no scrolling, fading, flashing, animation, video, or sound), auto-dimming photocell technology to control brightness to .3 footcandles maximum above ambient lighting conditions, no off-premises advertising, and only permitted to be illuminated during the hours that the business is open.

3. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. in addition to the normal technical review, permit drawings will be reviewed for consistency with the design commission and any other commission or board approval conditions. it is the architect/homeowner/builder's responsibility to comply with the design commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

Roll Call Vote: Commissioners Seyer, Fitzgerald, and Chair Kingsley voted in favor. Motion carried.

ATTACHMENTS:

1. DC Staff Report_1010 E Rand Rd_Dunkin
2. DC Minutes 8-12-25 - DRAFT
3. Exhibits_1010 E Rand Rd_Dunkin
4. Suggested VB Motion 9.2.2025 - Dunkin Sign Variation

STAFF DESIGN COMMISSION REPORT

PROJECT INFORMATION:

Project Name: Dunkin - Sign Variation
Project Address: 1010 E. Rand Road
Prepared By: Steve Hautzinger

Date Prepared: August 6, 2025

PETITION INFORMATION:

DC Number: 25-019
Petitioner Name: Chad Garcia
Petitioner Address: FBS Signs
650 Warrenville Road
Lisle, IL 60532

Meeting Date: August 12, 2025

Requested Action(s):

1. A variation from Chapter 30, Section 30-208.b, to allow a 20 sf fully digital drive-through menu board, where fully electronic menu board signage is not allowed.
2. A variation from Chapter 30, Section 30-208.a.4.c, to allow a drive-through menu board to be located in front of the building, where they are required to be located in the side or rear yard away from the primary street frontage.
3. A variation from Chapter 30, Section 30-208.a.4.d, to allow a menu board to be oriented towards the public right-of-way, where they are not allowed to face the street.

ANALYSIS:

Summary:
The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction and those improvements which affect the architectural design of the building, site improvements or signage to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Regulations."

The existing Dunkin restaurant located at 1010 E. Rand Road is proposing to replace their existing conventional printed drive-through menu board with a new fully electronic menu board display along their existing drive-through lane. The electronic menu board is proposed to be installed in the same location as the existing menu board, which faces Jane Avenue, and is visible from both Jane Avenue and Rand Road. A new code-compliant order canopy will replace an existing speaker bollard.

Table 1: Drive-Through Menu Boards Summary

SIGN	QUANTITY	MAX. SIZE PER CODE	SIZE	HEIGHT (7' MAX. PER CODE)	REMARKS
Existing Conventional Printed Menu Board	1	49 sf	48 sf (approx.)	7' (approx.)	To be removed.
Proposed Fully Electronic Menu Board	1	49 sf	20 sf	6'-6"	Variation required for fully digital display. Variations required since located in front of the building, facing the street. Required to comply with all operational standards for electronic signs as set forth in Chapter 30, Section 30-705.h.

Sign Variation Criteria:
The Village Sign Code, Chapter 30, Section 30-901 sets out the criteria for granting a sign variation.

a. *That the particular difficulty or peculiar hardship is not self-created by the Petitioner.*
b. *That the granting of said variation will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare;*
c. *That the variation will serve to relieve the Petitioner from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship, and will not merely serve to provide the Petitioner with a competitive advantage over similar businesses;*
d. *That the variation will not alter the essential character of the locality;*
e. *That the Petitioner's business cannot reasonably function under the standards of this chapter.*

The petitioner has submitted a letter addressing the sign variation criteria, which states that the proposed fully electronic menu board is necessary for both customer experience and operational efficiency, allowing the ability to quickly update prices and promotions. The petitioner states that the electronic menu board will not be a hazard or have a negative impact, but instead will be a modern and appealing enhancement. Having an electronic menu board will not provide a competitive advantage because many of their competitors already have them.

The business owner has confirmed through a written acknowledgement that their use of the electronic menu board will comply with the operational standards set forth in Chapter 30, Section 30-705(h), which states that the electronic signs will display static images only (without scrolling, fading, flashing, animation, video, or sound), auto-dimming photocell technology to control brightness to .3 footcandles maximum above ambient lighting conditions, no off-premises advertising, and only permitted to be illuminated during the hours that the business is open.

Staff Comments:
Overall, Staff does not object to the use of fully electronic menu boards since they allow for easier menu updates and they are generally smaller than conventional menu boards. Similar fully electronic menu boards have been previously approved in Arlington Heights for McDonald's and Burger King. However, the McDonald's and Burger King electronic menu boards are located at the rear of the building as required by code. Staff acknowledges the unique site configuration with street frontages on three sides of the property, but since Dunkin's electronic menu board signs will be in front of the building and visible from Jane Avenue and Rand Road, it is important that the operation of the electronic signs comply with the code requirements requiring that only drive-through menu information is displayed and that the signs will not be used to display other advertisements, such as video commercials, when the drive-through is not in use. Additionally, Staff recommends that new/additional landscaping be provided to improve screening of the electronic menu boards from the street.

RECOMMENDATION
It is recommended that the Design Commission recommend **approval** to the Village Board for the following sign variations for *Dunkin* at 1010 E. Rand Road:

1. A variation from Chapter 30, Section 30-208.b, to allow a 20 sf fully digital drive-through menu board, where fully electronic menu board signage is not allowed.
2. A variation from Chapter 30, Section 30-208.a.4.c, to allow a drive-through menu board to be located in front of the building, where they are required to be located in the side or rear yard away from the primary street frontage.
3. A variation from Chapter 30, Section 30-208.a.4.d, to allow a menu board to be oriented towards the public right-of-way, where they are not allowed to face the street.

This recommendation is subject to compliance with the site plan, electronic menu board drawing and manufacturer specifications received on 5/14/25, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. Provide new/additional landscaping to be approved prior to issuance of a permit to improve screening of the electronic menu

boards from the street.

2. The electronic menu boards will display drive-through menu signage only, and will not be used to display any other advertisements.
3. Use of the electronic displays shall comply with all operational standards for electronic signs as set forth in Chapter 30, Section 30-705.h, which includes static displays only (no scrolling, fading, flashing, animation, video, or sound), auto-dimming photocell technology to control brightness to .3 footcandles maximum above ambient lighting conditions, no off-premises advertising, and only permitted to be illuminated during the hours that the business is open.
4. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

_____ August 6, 2025
Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

c: Emily Rodman, Director of Planning and Community Development, Petitioner, DC File 25-019

DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION

ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
AUGUST 12, 2025

Chair Kingsley called the meeting to order at 6:30 p.m.

Members Present: Kirsten Kingsley, Chair
John Fitzgerald
Scott Seyer

Members Absent: Jonathan Kubow
Ted Eckhardt

Also Present: Syam Thotakuru for Dunkin' at *1010 E. Rand Rd.*
Leslie McCracken & Lauren Valdez, Omega Sign & Lighting for *Village Bank & Trust*
Steve Hautzinger, Planning Staff

DRAFT

REVIEW OF MEETING MINUTES FOR JULY 22, 2025

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER SEYER, TO APPROVE THE MEETING MINUTES OF JULY 22, 2025. ALL WERE IN FAVOR. MOTION CARRIED.

ITEM 1. SIGN VARIATION REVIEW

DC#25-019 – Dunkin' – 1010 E. Rand Rd.

Syam Thotakuru, representing *Dunkin'*, was present on behalf of the project.

Mr. Hautzinger presented Staff comments. The existing Dunkin restaurant located at 1010 E. Rand Road is proposing to replace their existing conventional printed drive-through menu board with a new fully electronic menu board display along their existing drive-through lane. The electronic menu board is proposed to be installed in the same location as the existing menu board, which faces Jane Avenue, and is visible from both Jane Avenue and Rand Road. A new code-compliant order canopy will replace an existing speaker bollard.

1. A variation from Chapter 30, Section 30-208.b, to allow a 20 sf fully digital drive-through menu board, where fully electronic menu board signage is not allowed.
2. A variation from Chapter 30, Section 30-208.a.4.c, to allow a drive-through menu board to be located in front of the building, where they are required to be located in the side or rear yard away from the primary street frontage.
3. A variation from Chapter 30, Section 30-208.a.4.d, to allow a menu board to be oriented towards the public right-of-way, where they are not allowed to face the street.

The petitioner submitted a letter addressing the sign variation criteria, which states that the proposed fully electronic menu board is necessary for both customer experience and operational efficiency, allowing the ability to quickly update prices and promotions. The petitioner states that the electronic menu board will not be a hazard or have a negative impact, but instead will be a modern and appealing enhancement. Having an electronic menu board will not provide a competitive advantage because many of their competitors already have them.

Written acknowledgement from the business owner states that use of the electronic menu board will comply with the operational standards set forth in Chapter 30, Section 30-705(h), which states that the electronic signs will display static images only (without scrolling, fading, flashing, animation, video, or sound), auto-dimming photocell technology to control brightness to .3 footcandles maximum above ambient lighting conditions, no off-premises advertising, and only permitted to be illuminated during the hours that the business is open.

Overall, Staff does not object to the use of fully electronic menu boards since they allow for easier menu updates and are generally smaller than conventional menu boards. Similar fully electronic menu boards have been previously approved in Arlington Heights for McDonald's and Burger King. However, the McDonald's and Burger King electronic menu boards are located at the rear of the building as required by code. Staff acknowledges this unique site configuration with street frontages on three sides of this property, but since Dunkin's electronic menu board signs will be in front of the building and visible from Jane Avenue and Rand Road, it is important that the operation of the electronic signs comply with the code requirements requiring that only drive-through menu information is displayed and that the signs will not be used to display other advertisements, such as video commercials, when the drive-through is not in use. Additionally, Staff recommends that new/additional landscaping be provided to improve screening of the electronic menu boards from the street.

Mr. Thotakuru said the proposed new menu board is used by many other drive-thru businesses in the Village such as McDonald's. This new menu board will complete the improvements that were done to the building over the past two years. Additional landscaping has been added since the photo shown by Staff was taken. He welcomed any questions at this time.

DRAFT

Chair Kingsley asked if there was any public comment on the project and there was no response from those in the audience.

Mr. Hautzinger clarified that the existing Dunkin' building recently completed a minor facade update with new paint colors and new code compliant wall signage.

The commissioners summarized their comments. **Commissioner Seyer** asked about the new drive-thru canopy, and **Mr. Hautzinger** showed an image of the proposed drive-thru canopy and said that it complies with code and will be located next to the new menu board sign. **Commissioner Seyer** agreed with the petitioner that these menu boards are becoming standard everywhere and will look nicer than the existing static board sign. He supports the variations being requested. **Commissioner Fitzgerald** agreed and had no other comments. **Chair Kingsley** agreed as well and appreciated the existing landscaping completed by the petitioner.

A MOTION WAS MADE BY COMMISSIONER SEYER, SECONDED BY COMMISSIONER FITZGERALD, TO RECOMMEND TO THE VILLAGE BOARD OF TRUSTEES, APPROVAL OF THE FOLLOWING SIGN VARIATIONS FOR *DUNKIN'* LOCATED AT 1010 E. RAND ROAD:

1. **A VARIATION FROM CHAPTER 30, SECTION 30-208.B, TO ALLOW A 20 SF FULLY DIGITAL DRIVE-THROUGH MENU BOARD, WHERE FULLY ELECTRONIC MENU BOARD SIGNAGE IS NOT ALLOWED.**
2. **A VARIATION FROM CHAPTER 30, SECTION 30-208.A.4.C, TO ALLOW A DRIVE-THROUGH MENU BOARD TO BE LOCATED IN FRONT OF THE BUILDING, WHERE THEY ARE REQUIRED TO BE LOCATED IN THE SIDE OR REAR YARD AWAY FROM THE PRIMARY STREET FRONTAGE.**
3. **A VARIATION FROM CHAPTER 30, SECTION 30-208.A.4.D, TO ALLOW A MENU BOARD TO BE ORIENTED TOWARDS THE PUBLIC RIGHT-OF-WAY, WHERE THEY ARE NOT ALLOWED TO FACE THE STREET.**

THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE SITE PLAN, ELECTRONIC MENU BOARD DRAWING AND MANUFACTURER SPECIFICATIONS RECEIVED ON 5/14/25, FEDERAL, STATE, AND VILLAGE CODES, REGULATIONS, AND POLICIES, AND THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING:

1. **THE ELECTRONIC MENU BOARDS WILL DISPLAY DRIVE-THROUGH MENU SIGNAGE ONLY, AND WILL NOT BE USED TO DISPLAY ANY OTHER ADVERTISEMENTS.**
2. **USE OF THE ELECTRONIC DISPLAYS SHALL COMPLY WITH ALL OPERATIONAL STANDARDS FOR ELECTRONIC SIGNS AS SET FORTH IN CHAPTER 30, SECTION 30-705.H, WHICH INCLUDES STATIC DISPLAYS ONLY (NO SCROLLING, FADING, FLASHING, ANIMATION, VIDEO, OR SOUND), AUTO-DIMMING PHOTOCELL TECHNOLOGY TO CONTROL BRIGHTNESS TO .3 FOOTCANDLES MAXIMUM ABOVE AMBIENT LIGHTING CONDITIONS, NO OFF-PREMISES ADVERTISING, AND ONLY PERMITTED TO BE ILLUMINATED DURING THE HOURS THAT THE BUSINESS IS OPEN.**
3. **THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, BUILDING, SIGNAGE OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION**

OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING PERMIT AND SIGNAGE REQUIREMENTS.

SEYER, AYE; FITZGERALD, AYE; KINGSLEY, AYE.
ALL WERE IN MOTION. MOTION CARRIED.

Mr. Hautzinger advised the petitioner that sign variations require final approval by the Village Board, and he will coordinate that meeting date with the petitioner.

DRAFT

VARIATION LETTER

To Whom It May Concern,

I am writing to respectfully request a variance to install a digital menu board at our location, 1010 E Rand Road.

Digital menu boards have become a standard feature across our industry, and many of our competitors—as well as other locations under the same brand—have already implemented this technology. Unfortunately, not having a digital menu board places us at a disadvantage in both customer experience and operational efficiency.

We would like to emphasize that the proposed digital menu board will not pose any risks to public health, safety, or welfare. On the contrary, it will enhance the overall appearance of the property, making it more modern and appealing, which may positively impact its value.

From a functional standpoint, a digital board will allow us to clearly display our menu offerings with visually engaging content. This improves the customer experience by making it easier to read and more enticing, potentially increasing sales.

Additionally, having the ability to quickly update prices and promotions in response to market changes is vital in today's economic climate. At present, we are limited in this capability, which has resulted in financial setbacks.

Please note that while the board will be digital, its display will remain static in appearance, changing only as needed for promotional or pricing updates. It will not feature flashing or distracting animations.

We sincerely hope you will consider this request. Allowing this variance would enable us to meet industry standards and better serve our community.

Thank you for your time and consideration.

DUNKIN VARIATION LETTER

Syam Thotakuru

Dunkin

1010 e. rand road

Arlington Heights, IL

To whom it may concern,

The hardship or unique difficulty faced by the petitioner has not been self-imposed. Approval of the variance will not result in a traffic hazard, diminish the value of surrounding properties, or otherwise negatively impact public health, safety, morals, or general welfare. The variance is intended to alleviate a challenge stemming from the property's location, topography, neighboring conditions, or other exceptional circumstances, and is not sought merely to gain a competitive edge over similar enterprises. Furthermore, the variance will not significantly alter the character of the surrounding area, and the applicant's business cannot reasonably operate in compliance with the existing provisions of this Chapter.

As a business owner I will be responsible for the following standards per city code.

1. The sign shall have static display only. No scrolling, fading, flashing, animation, or video is permitted, nor is any sound permitted.
2. Messages must be displayed for a minimum of 10 seconds.
3. The sign must use auto-dimming photocell technology so that the display brightness automatically adjusts based on ambient lighting conditions. Brightness shall be limited to .3 footcandles maximum above ambient lighting conditions at the established measurement distance based on the size of the sign,
4. Verification of compliance with the brightness standard will be accomplished using a footcandle illuminance meter based on procedures as established by the International Sign Association.
5. Off-premises advertising will not allow.
6. All Electronic Message Signs are only permitted to be illuminated the same hours that the business the sign represents is open.

Sincerely,

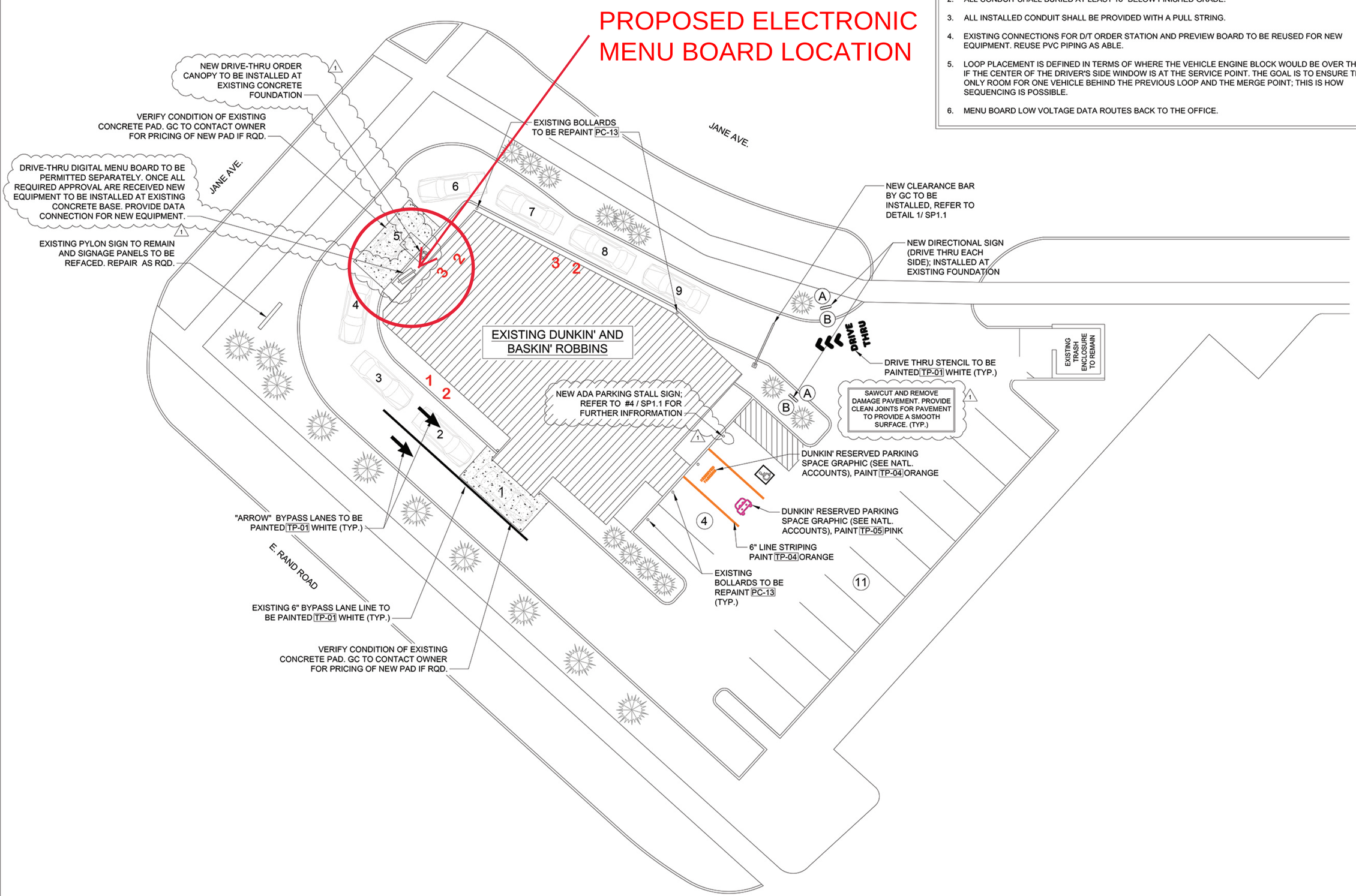
T. Syam Chand date 6/11/2025

805-845
905-945
950
955
764
766
780
784
786
792
800
816
820
824
828
832
836
1700
1705
1626
1701
1622
1621
N Clarence Ave
E Jane Ave
1616
1612
1608
1604
1540
1617
1623
1306
1010
E Rand Rd
N Beverly Ln
1007
1050
1035
1101
1125
1150
712
714
718
715
719
724
E Charles St
1742
1738
1737

signage:
1. cup
2. br baskin
3. dunkin

GENERAL NOTES

1. ALL UNDERGROUND CONDUIT SHALL BE PVC. PROVIDE GALVANIZED STEEL SLEEVE WHEN PASSING THROUGH THE FOUNDATION WALL, CONCRETE FLOOR. EXTEND CONDUIT 6" ABOVE THE FINISHED FLOOR AND PROVIDED WITH PROTECTIVE GROMMET.
2. ALL CONDUIT SHALL BURIED AT LEAST 18" BELOW FINISHED GRADE.
3. ALL INSTALLED CONDUIT SHALL BE PROVIDED WITH A PULL STRING.
4. EXISTING CONNECTIONS FOR D/T ORDER STATION AND PREVIEW BOARD TO BE REUSED FOR NEW EQUIPMENT. REUSE PVC PIPING AS ABLE.
5. LOOP PLACEMENT IS DEFINED IN TERMS OF WHERE THE VEHICLE ENGINE BLOCK WOULD BE OVER THE LOOP IF THE CENTER OF THE DRIVER'S SIDE WINDOW IS AT THE SERVICE POINT. THE GOAL IS TO ENSURE THERE IS ONLY ROOM FOR ONE VEHICLE BEHIND THE PREVIOUS LOOP AND THE MERGE POINT; THIS IS HOW SEQUENCING IS POSSIBLE.
6. MENU BOARD LOW VOLTAGE DATA ROUTES BACK TO THE OFFICE.



1 SITE PLAN
3/32" = 1'-0" NOTE:

N

INSPIRE Brands

MRV ARCHITECTS, INC.
5105 TOLLVIEW DR., SUITE 201
ROLLING MEADOWS, IL 60008

ALL DRAWINGS, SPECIFICATIONS AND PLANS ARE INSTRUMENTS OF SERVICE. THEREFORE ARE PROPERTY OF MRV ARCHITECTS, INC. THEY MAY NOT BE REUSED, COPIED OR REPRODUCED WITHOUT PERMISSION AND EXPRESS WRITTEN CONSENT OF MRV ARCHITECTS INC.

REVISION	DESCRIPTION	ISSUE DATES
1	EXTERIOR ELEVATION REVISIONS	10-25-23
2	VILLAGE RESUBMISSION	10-27-23
3	VILLAGE RESUBMISSION #2	11-16-23
4	ELECTRICAL ROUGH-INS	02-07-24
5	BUILDING SIGNAGE REVISION	02-13-24

DRAWN	M.M.
CHECKED	MV
DATE	09-20-23
PROJECT No	23035

SITE PLAN

DUNKIN'/BASKIN' ROBBINS
1010 E. RAND ROAD.,
ARLINGTON HEIGHTS, IL 60004
PC#301361

SHEET
SP-1.0

surronding pictures

current menu board picture

VIEW OF DRIVE-THROUGH FROM JANE AVENUE

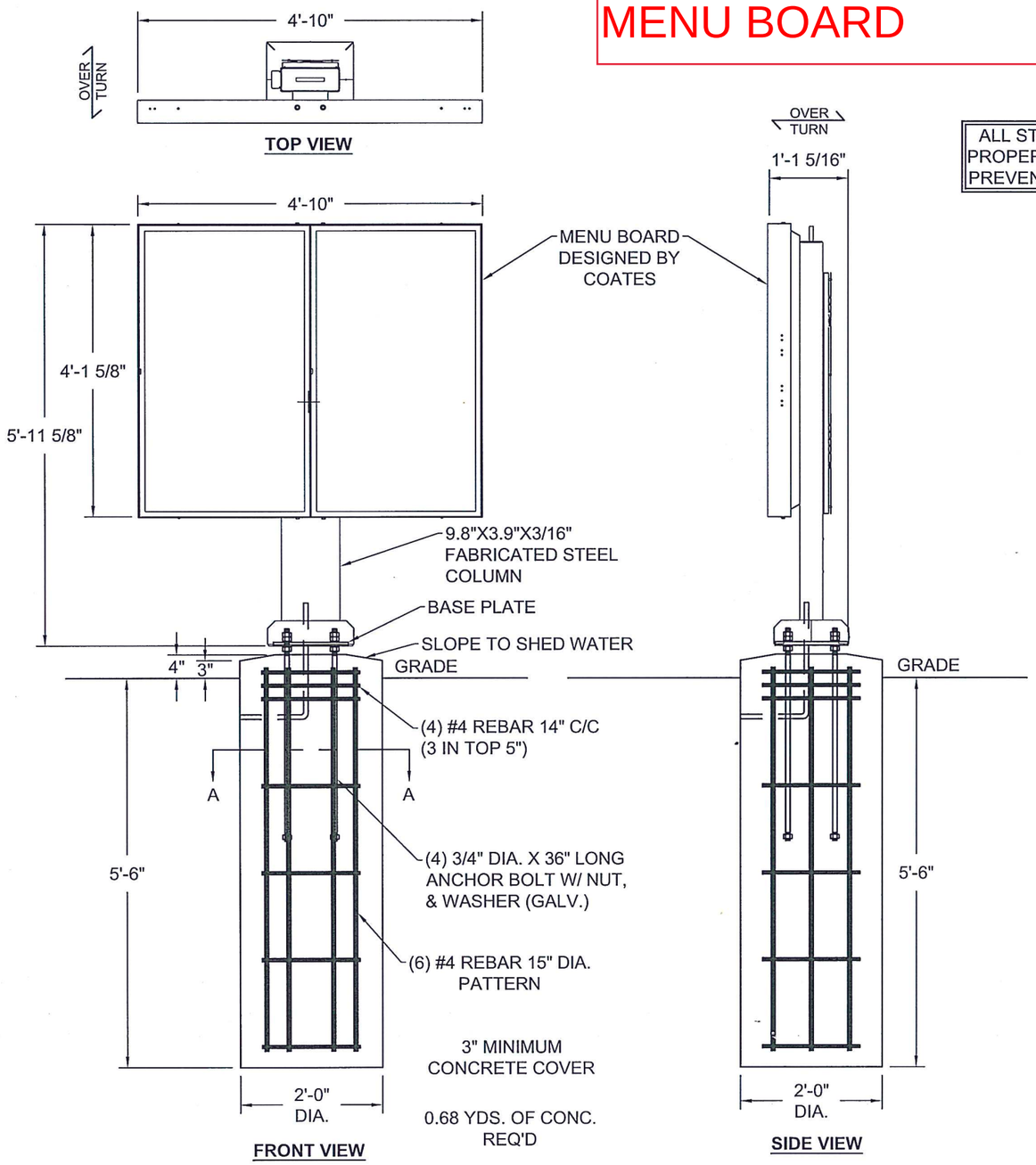
WHERE MAXIMUM FROST PENETRATION DEPTH EXCEEDS THE DEPTH OF THIS FOUNDATION, THE FOUNDATION DESIGN MUST BE ALTERED TO BEAR BELOW THE FROST PENETRATION DEPTH.

SIGN CABINET DESIGN BY COATES.

PROPOSED ELECTRONIC MENU BOARD

ELECTRICAL/ILLUMINATION DESIGN BY COATES.

ALL STEEL SHALL BE PROPERLY COATED TO PREVENT CORROSION.



Notes:

1. This is a prototypical design based on the following design criteria:
   Building Code: FBC 7TH ED. 2020/IBC 2018
   Wind Speed: 180 MPH, Exposure C
   Category II
2. Foundation analysis assumes soil class 4. The allowable bearing pressure should be verified prior to placement of concrete. In the event that the stated requirements are not met and conditions appear deleterious, cease and secure excavation and immediately contact THE CLIENT.
3. Caisson foundation is based on a presumptive safe lateral soil bearing pressure minimum of 150 psf per foot of depth. Isolated lateral bearing footings subject to short-term lateral loads and not adversely affected by a 1/2" motion at grade are permitted to be designed using twice the tabulated value of the corresponding soil class.
4. Foundation shall not be placed on, or at the top of a slope exceeding 3:1 without evaluation by a competent Professional Engineer. Do not place foundation in fill.
5. Concrete shall be mixed to attain a minimum 28 day compressive strength of 3000 psi.
6. Steel reinforcing bars shall conform to ASTM A615 or equivalent, Grade 60 with deformations, in accordance with ASTM A305 or equivalent. Welding of reinforcement is prohibited.
7. Anchor bolts shall meet ASTM F1554 Grade A36 or equivalent, and shall be galvanized or coated, to prevent corrosion.
8. All support members shall be free from defects. Steel tubes shall meet ASTM A500 Grade B, or equivalent, with a minimum yield strength of 46000 psi. Steel pipe shall meet ASTM A53 Grade B, or equivalent, with a minimum yield strength of 35000 psi. Steel angle, channel, and plate shall meet ASTM A36, or equivalent.
9. Structural bolts shall meet ASTM A325, or equivalent, and be zinc coated unless noted otherwise. Heavy hex nuts shall meet ASTM A563, or equivalent, and washers shall meet ASTM F436, or equivalent, when used with high strength bolts. All high strength bolts shall be tightened using the Turn-of-Nut method unless noted otherwise.
10. This engineer will not be responsible for safety on the jobsite before, during, or after the installation of this structure. It is the responsibility of the owners, contractors, and installers to ensure that the installation of this structure is completed using methods that fully comply with OSHA regulations.
11. Any deviation from this design or from any part of this drawing without prior written consent of this engineer voids this drawing in its entirety.
12. The design depicted on this drawing is prototypical, and should not be used at a specific site unless deemed suitable for that site by a competent Professional Engineer.

MAXIMUM INSTALLATION HEIGHT IS 6'-0". DISPLAY MAY ALSO BE INSTALLED AT 70", 68" OR 60".

NOTE: All designs depicted on this drawing are the sole property of Campbell Consulting Engineering, LLC developed specifically for this project. Use of these designs for any purpose other than the intended application without written consent of Campbell Consulting Engineering, LLC is prohibited. Disclosure of the information presented herein, without Owner's consent, is a violation of intellectual property and will not be tolerated.

GREGORY A. CAMPBELL
LICENSE
No. 45465
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

04/22/2021

COATES 03 ODMB
2 FACE OUTDOOR MENU BOARD
180 MPH PROTOTYPICAL DESIGN

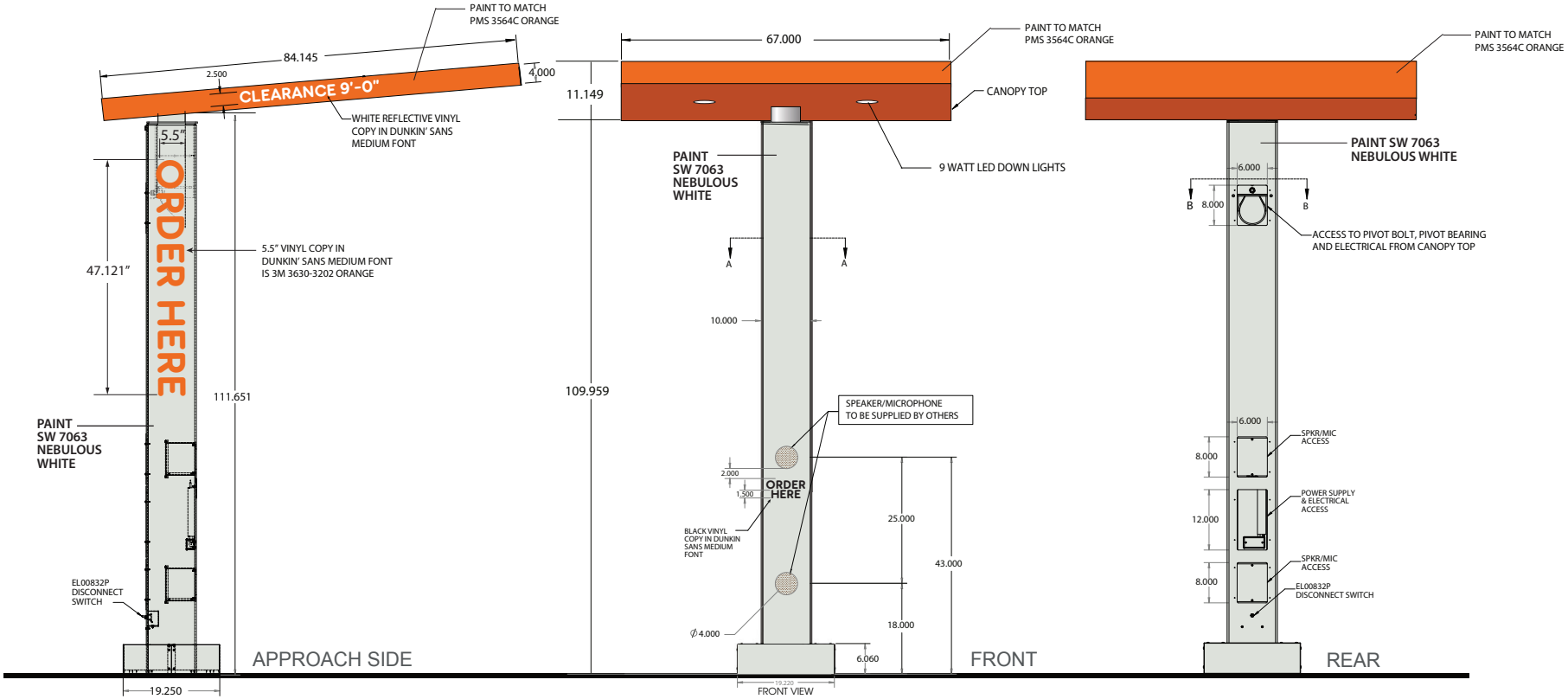
CLIENT:
coates
COATES
1142 W. MADISON STREET, SUITE 304
CHICAGO, IL 60607

CAMPBELL CONSULTING ENGINEERING, LLC
382 HIGH STREET
MARYVILLE, TN 37804
865-980-8881
CCENGINEER.COM
COA # 31912

SHEET	BY	PROJECT NO.
1	RDG	20-0093-A
OF	DATE	DRAWING NO.
2	04/22/2021	B101239A

EXAMPLE MENU DISPLAY

PROPOSED CODE-COMPLIANT DRIVE-THROUGH CANOPY



GENERAL NOTES:

APPROX. WEIGHT: 715 LBS.

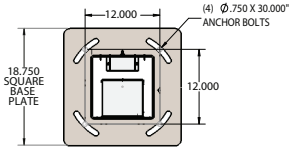
ELECTRICAL SPECS:
- QTY. (1) 12 VDC 60 WATT POWER SUPPLY
- TOTAL CONNECTED LOAD: 0.9 AMPS @ 120VAC 50/60HZ

LIGHTING:
- QTY. (2) 12VDC 9W DOWNLIGHTS (3000K WARM WHITE)

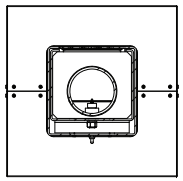
MATERIALS:
- 3003-H14 ALUMINUM SHEET
- ASATM A36 STEEL SHAPES

FINISH:
- EXPOSED SURFACES OF CANOPY TOP POWDER COATED TO MATCH PMS165C
- EXPOSED SURFACES OF COLUMN POWDER COATED 303-00293 PWDRCT,NEB WHITE AAMA 2604
- APPROVED LOGOS AND COLORS

SERVICE:
- REMOVE ACCESS COVERS ON BACK OF UNIT



SECTION A-A



SECTION B-B
SCALE 1 : 6

DD NEXT GEN SPEAKER/MIC W/ CANOPY- NEW 2022

INSPIRE Brands

Dunkin' Reference: DD-VIS22-SS-DT-01

Description: Canopy w/audio

Date: 06/14/2023

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWINGS.

DUNKIN'

SAMSUNG

OH Full Outdoor Signage

OH46B 46" | OH55A-S 55" | OH75A 75"

Stand out, outside.
Night and day, rain or shine.

A sleek all-in-one display that's built for the outdoors.

Communicate clearly at all times. The Samsung OH Series outdoor solution features exceptional brightness and a slim yet rugged design. It'll get your message out 24/7, whether it's pouring rain at midnight or scorching sun at noon.

A true all-weather display

With certified IP56-rated protection, Samsung OH Series full outdoor signage is designed specifically to withstand the elements and fully perform in heat, cold, rain, snow and dust.[1]

Humidity prevention

With hidden four fans in the downside of the signage, external humidity issues such as condensation are greatly reduced.

Attract attention anywhere, anytime

Samsung full outdoor signage is UL-verified for outdoor visibility, with peak brightness of up to 4,000 nits. Combined with a built-in auto brightness sensor, it'll deliver vivid content in all types of lighting, 24/7.

Bright, vivid, accurate communication

OH series signage delivers enhanced red, green and blue shades, for incredible color accuracy.

Outstanding visibility in direct sun

Samsung Magic Protection Glass features advanced anti-reflection technology, for exceptional visibility even in direct sunlight. And Samsung's circular polarizing technology means content can still be easily seen even while wearing polarized sunglasses.

Robust durability for screen safety

The Magic Protection Glass is tempered, with IK10-rated durability for advanced safety and protection against external impact and damage.[2] That helps protect against vandalism, and adds peace of mind.

Reliable and advanced software for effective management

The embedded MagicINFO Player S7, backed by the powerful TIZEN operating system, boosts overall performance and offers painless content management.[3] Promotions and content throughout a network of signage can be easily changed. Transitions and playback are seamless, for a better experience for both customers and store managers.

Powerful, protective security

Powered by Samsung's proprietary Knox technology, the OH series employs comprehensive three-layer security protection. The secured platform helps minimize security attacks and supports application development.

3-year warranty

A 3-year warranty means extended protection and peace of mind.

samsung.com/display

OH Full Outdoor Signage

Model				OH46B	OH55A-S	OH75A
Panel	Diagonal Size		Class	46"	55"	75"
			Measured	45.9" / 116.8cm	54.6" / 138.7cm	74.5" / 189.2cm
	Type				120Hz E-LED BLU	60Hz D-LED Local Dim. BLU
	Resolution			1920 x 1080 (16:9)	1920 x 1080 (16:9)	3840 x 2160 (16:9)
	Brightness (Typ.)			3,500 nit (Peak 4,000 nit)	3,500 nit (peak 4,000 nit)	3,500 nit (peak 4,000 nit)
	Contrast Ratio			6000:1	6,000:1	1,200:1
	Viewing Angle (H/V)			178/178	178/178	178/178
	Color Gamut			72%	72%	72%
	Operation Hour			24/7	24/7	24/7
Sound	Speaker Type			N/A	N/A	N/A
Connectivity	INPUT		RGB	N/A	N/A	DP1.2
			Video	HDMI 2.0 (2), HDBaseT	HDMI 2.0 (2), HDBaseT(LAN Common)	HDMI 2.0 (2)
			HDCP	HDCP2.2	HDCP 2.2	HDCP 2.2
			Audio	N/A	N/A	N/A
			USB	USB 2.0 x 1	USB (1)	USB (1)
	OUTPUT		RGB	N/A	N/A	N/A
			Video	N/A	N/A	N/A
			Audio	Stereo Mini Jack	Stereo Mini Jack	Stereo Mini Jack
			USB	N/A	N/A	N/A
	External Control			RS232C(in/out), RJ45 (in/out), HDBaseT	RS232C (in/out), RJ45(in/out), HDBaseT	RS232C (in), RJ45(in)
	External Sensor			N/A	N/A	N/A
	Tuner			N/A	N/A	N/A
Power	Type			Internal	Internal	Internal
	Power Supply			AC 100 – 240 V, 50/60 Hz	AC 100 – 240 V, 50/60 Hz	AC 100 – 240 V, 50/60 Hz
	Power Consumption		Max [W/h]	460	530	1,200
			Typical [W/h]	205W ※ IEC 62087 measurement standard	274 ※ IEC 62087 measurement standard	471 ※ IEC 62087 measurement standard
			BTU (Max)		1,809	4,095
			Sleep mode	0.5	Less than 0.5W	Less than 0.5W
			Off mode	N/A	N/A	N/A
Mechanical Spec	Dimension (mm/in)		Set	1,069 x 623.6 x 85 mm / 42 x 24.5 x 3.3 in	1,260.6 x 731.4 x 85.0 mm / 49.6 x 28.7 x 3.3 in	1,774.8 x 1,053.4 x 130 mm / 69.8 x 41.4 x 5.1 in
			Package	1,156 x 713 x 200 mm / 45.5 x 28 x 7.8 in	1,358 x 845 x 230 mm / 53.4 x 33.2 x 9 in	1,932 x 1,251 x 367 mm / 76 x 49.2 x 14.4 in
	Weight (kg/lbs)		Set	36 kg / 79.3 lbs	46.1 kg /101.6 lbs	134 kg / 295.4 lbs
			Package	40.5 kg / 89.2 lbs	52.6 kg / 115.9 lbs	150 kg / 330.6 lbs
	Mounting Hole			995 x 500 1000 x 400 (VESA Bracket Option)	1186 x 560 (Basic) 1200 x 400 (VESA Bracket Option)	870 x 1118.4 (M8 x 4Hole) 260 x 1118.4 (M8 x 4Hole)
	Protection Glass			M8, 9~11	Yes (5T Tempered Glass)	Yes (5T Tempered Glass)
	Bezel Width (mm)			24.9 mm	24.9 / 24.9 / 24.9 / 24.9 mm	59.8 / 59.8 / 59.8 / 59.8 mm
Operation	Operating Temperature			-30°C~ 50°C	-30°C~ 50°C	-30°C~ 50°C
	Humidity			10~100%	10~100% (Non-condensing)	10~80% (Non-condensing)
	IP Rating			IP56	IP56	IP56
Feature	Key			Power-box Integrated, IP56 Outdoor,Built-in MagicInfo Player S7, SSSP 7.0	Power-box Integrated, IP56 Outdoor,Built-in MagicInfo Player S7, SSSP 7.0	Power-box Integrated, IP56 Outdoor,Built-in MagicInfo Player S7, SSSP 7.0
	Orientation			Landscape / Portrait	Landscape / Portrait	Landscape / Portrait
	Special			IP56 Rated Simple Enclosure Outdoor, Protection Glass (IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installing, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, Clock Battery (80hrs Clock Keeping), Auto Source Switching & Recovery, RJ45 MDC, Kensington Lock	IP56 Rated Simple Enclosure Outdoor, Protection Glass (IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, HD Base T for Long Distance Installing, Portrait /Landscape Installation Support, Lamp Error Detection, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, Auto Source Switching & Recovery, Clock Battery (80hrs Clock Keeping), Kensington Lock	IP56 Rated Simple Enclosure Outdoor, Protection Glass (IK-10 Level, Anti Graffiti, Infrared Reduce), Polarized Sun Glasses Viewable in any direction, Portrait /Landscape Installation Support, Auto Brightness Control with Ambient Brightness Sensor, Temperature Sensor, RJ45 MDC, Auto Source Switching & Recovery, Clock Battery (80hrs Clock Keeping)
	Internal Player (Embedded H/W)		Processor	Cortex A72 1.7GHz Quad-Core CPU	Cortex A72 1.7GHz Quad-Core CPU	Cortex A72 1.7GHz Quad-Core CPU
			On-Chip Cache Memory	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB	L1 Instruction Cache: 48KB L1 Data Cache: 32KB L2 Cache: 2MB
			Clock Speed	1.7GHz	1.7GHz	1.7GHz
			Main Memory Interface	2.5GB LPDDR4 1.6GHz 64bit	2.5GB LPDDR4 1.5GHz 64bit	2.5GB LPDDR4 1.6GHz 64bit
			Graphics	Graphic resolution: 1920 x 1080 Output resolution: up to 3840 x 2160 (Scale up from graphic processing result) – Supports OpenGL ES	Graphic resolution: 1920 x 1080 Output resolution: 1920 x 1080 – Supports OpenGL ES	Graphic resolution: 1920 x 1080 Output resolution: up to 3840 x 2160 (Scale up from graphic processing result) – Supports OpenGL ES
			Storage (FDM)	8GB (3.88GB Occupied by O/S, 4.12GB Available)	8GB (3.88GB Occupied by O/S, 4.12GB Available)	8GB (3.88GB Occupied by O/S, 4.12GB Available)
			Multimedia	Video Decoder FHD MFD : VP8, H.264, AVS+(60Hz)UHD MFD : HEVC, H.264, VP95K HEVC Decoder, SHVC(ATSC3.0)AVS2.0 HEVC / AVS2.0 1xUHD120p (DP_NR off, FRC bypass) Audio Decoder - AC3 (DD), MPEG	Video Decoder FHD MFD : VP8, H.264, AVS+(60Hz)UHD MFD : HEVC, H.264, VP95K HEVC Decoder, SHVC(ATSC3.0)AVS2.0 HEVC / AVS2.0 1xUHD120p (DP_NR off, FRC bypass) Audio Decoder – AC3 (DD), MPEG	Video Decoder FHD MFD : VP8, H.264, AVS+(60Hz)UHD MFD : HEVC, H.264, VP95K HEVC Decoder, SHVC(ATSC3.0)AVS2.0 HEVC / AVS2.0 1xUHD120p (DP_NR off, FRC bypass) Audio Decoder – AC3 (DD), MPEG
			IO Ports	USB 2.0	USB 2.0	USB 2.0
			Operating System	Tizen 5.0 (VDLinux)	Tizen 5.0 (VDLinux)	Tizen 5.0 (VDLinux)
Certification	Safety			60950-1	60950-1	60950-1
	EMC			Class A	Class A	Class A
	Environment			N/A	N/A	N/A
Accessories	Included			Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries	Quick Setup Guide, Regulatory Guide, Warranty Card, Power Cord, Remote Controller, Batteries

Connectivity

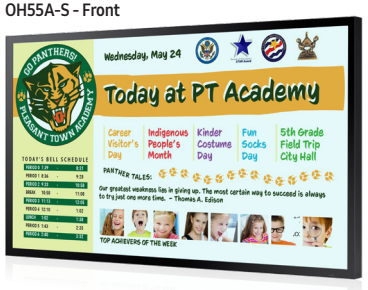
1. RS232C IN / Out
2. Audio Out
3. USB
4. RJ45 (LAN Out)
5. HDBT (LAN In)
6. HDMI In 1
7. HDMI In 2
8. DP In (UHD 60Hz)

OH46B

OH55A-S

OH75A

OH55A-S - Front



OH55A-S - Back

Learn More samsung.com/display samsung.com/business insights.samsung.com

Product Support 1-866-SAM4BIZ **Follow Us** youtube.com/samsungbizusa @SamsungBizUSA

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[1]IP56 (Ingress Protection Rating): Degrees of protection provided by enclosures (IEC 60529). [2]The IK European strength test rating uses a 0-10 scale (where 10 indicates the highest possible protection) to measure the degree of resistance against external impact. [3]MagicINFO license must be purchased separately.

Brightness Control Methods

Samsung Smart Signage

OH46B, OH46B-S, OH55A, OH55A-S, OH46DX, OH55DX-S

Eco Sensor

Eco Solution

MENU → System → Eco Solution → ENTER

Eco Solution	
Power Saving Mode	Off
Eco Sensor	Off
· Minimum Backlight	0
Screen Lamp Schedule	Off
No Signal Power Off	15 minutes
Auto Power Off	Off (Recommended)

― The displayed image may differ depending on the model.

Power Saving Mode

Reduce the power consumption by adjusting the screen brightness.

- Off / Low / Medium / High

Eco Sensor

Automatically adjust the picture brightness based on the ambient light level.

- Off / On

― If the screen contrast is not sufficient, set the Eco Sensor to Off. If the Eco Sensor is Off, it may not comply with energy standards.

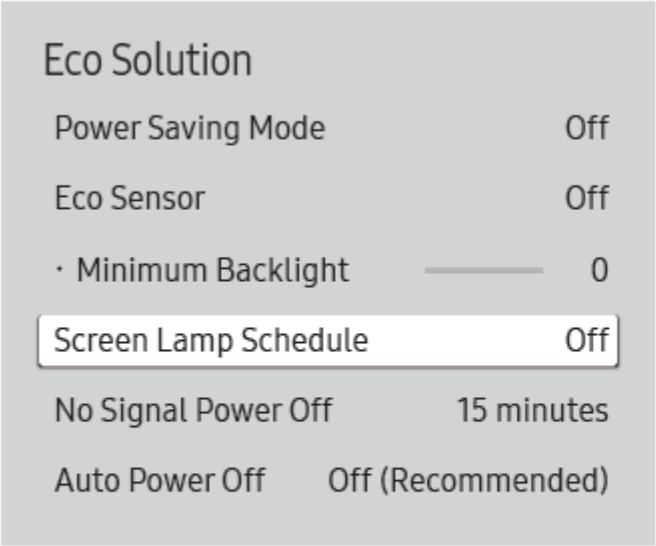
Minimum Backlight

Set the minimum brightness for the signage screen. This function only works if its value is lower than the value set in the Picture menu's Backlight setting.

― If Eco Sensor is On, the display brightness may change (become slightly darker or brighter) depending on the surrounding light intensity.

― Available only when Eco Sensor is set to On.

Screen Lamp Schedule



The displayed image may differ depending on the model.

Screen Lamp Schedule

Screen Lamp Schedule

Enable or disable the lamp schedule.

- Off / On

Schedule1, Schedule2

Time

The panel brightness will change to the brightness set in Lamp at a specified time.

Lamp

Adjust the panel brightness. A value closer to 100 makes the panel brighter.

- 0 ~ 100

Samsung MDC Unified Program

Screen Burn Protection

Pixel Shift

Move the screen slightly at specified time intervals to prevent screen burn-in.

Screen Saver

This function prevents screen burn-in when the screen of the selected display device is left idle for an extended period of time.

- **Timer**: You can set the timer for **Screen Saver**.
  - **Off**
  - **Repeat**: Display the image retention-preventive pattern set in **Mode** at specified time intervals (**Period (Hour)**).

  ― **Period (Hour)** and **Time (Sec)** can be configured when **Repeat** is selected.
  - **Interval**: Display the image retention-preventive pattern set in **Mode** for a specified period of time (from **Start Time** to **End Time**).

  ― **Start Time** and **End Time** can be configured when **Interval** is selected.
- **Mode**: Select a screen protective pattern to display.
- **Period (Hour)**: Specify the time interval to activate the **Screen Saver** function.

  ― The option is enabled when **Repeat** is selected for **Off**.
- **Time (Sec)**: Specify the duration to keep the **Screen Saver** function on.

  ― The option is enabled when **Repeat** is selected for **Off**.
- **Start Time**: Set start time to display screen saver.

  ― The option is enabled when **Interval** is selected for **Off**.
- **End Time**: Set end time to display screen saver.

  ― The option is enabled when **Interval** is selected for **Off**.

Safety Screen

The **Safety Screen** function can be used to prevent screen burn-in when a stationary image displays on the screen of a display device for an extended period of time.

Lamp Control

Lamp Control

Lamp Control is used to adjust the backlight to reduce power consumption.

- **Manual Lamp**: Automatically adjust the backlight of the selected display device at a specified time.
- **Lamp Schedule**: Switch the screen to the specified brightness at the time set either in **Setting1** or **Setting2**.
- **Ambient Light**: **Ambient Light** detects ambient light intensity and automatically adjusts the screen brightness of all the LFDs in the same serial chain.

Ticker

Ticker

Input text while a video or image is displayed and display the text on the screen.

- **Ticker**: Enable or disable **Ticker**.
  - **Off** / **On**
- **Message**: Enter a message to display on the screen.
- **Time**: Set the **Start Time** and **End Time** to display a message (**Message**).
- **Position**: Select an orientation to display a message (**Message**) from **Horizontal** and **Vertical**.
- **Motion**: Specify the **Direction** and **Speed** to display a message (**Message**).
- **Font Options**: Specify the message **Font Size**, **Font Color**, **Opacity** / **Flash Effect**, **Background Color** and **Background Opacity**.
- **Reset**: Reset **Font Options**.

Options

Color Tone

- Adjust the background color tone for the selected display device.

Color Temp (K)

- Adjust the color temperature for the selected display device.

― This option is enabled if **Color Tone** is set to **Off**.

HDMI Black Level

- Adjust the **HDMI Black Level** for the selected display device.

Auto Motion Plus

This option is used to view dynamic images.

- **Off**: Disable the **Auto Motion Plus** function.
- **Clear**: Set the level of **Auto Motion Plus** to clear. This mode is suitable to display vivid images.
- **Standard**: Set the level of **Auto Motion Plus** to standard.
- **Smooth**: Set the level of **Auto Motion Plus** to smooth. This mode is suitable to display smooth images.
- **Custom**: Customize the level of screen burn-in or flickering.
- **Demo**: This function demonstrates the technology of **Auto Motion Plus**. The result when the mode is changed can be previewed on the left side of the window.

― **Auto Motion Plus** may not be available depending on the product.

- **Detail**: View detailed information about the selected display device.

Brightness Sensor

- Enable or disable the **Brightness Sensor** for the selected display device.
- The **Brightness Sensor** detects the ambient light intensity and automatically adjusts the screen brightness.

― **Brightness Sensor** may not be available depending on the product.

MPEG Noise Filter

Reduces MPEG noise to provide improved picture quality.

- **Off** / **Low** / **Medium** / **High** / **Auto**

Smart LED

Controls the LED backlight to maximize picture clarity.

- **Off** / **Low** / **Standard** / **High** / **Demo**

Cinema Black

In Movie mode, this feature dims the top and bottom areas of the video image to provide a more immersive viewing experience.

- **Off**: Turns off the **Cinema Black** feature.
- **On**: Adjusts the dimming of the top and bottom areas of the screen according to the video.

Picture Size

Picture Size

- Adjust the screen size for the selected display device.
- The **Detail** item will be disabled if **Picture Size** is set to a mode that does not support detailed configuration.
- The -/+ buttons can be used to adjust **Zoom**.
- The screen can be relocated using the up/down/left/right buttons.

Detail

- You can view details of the selected screen size.

PC Screen Adjustment

- Frequency adjustment or fine-tuning is available by using the -/+ buttons in **Coarse** or **Fine**.
- To relocate the screen, click one of the four images below **Position**.
- To automatically adjust the frequency, fine-tune or relocate the screen, click **Auto Adjustment**.

Suggested Motion for Village Board Meeting – 9/2/2025

X.B. Dunkin', Sign Variations – 1010 E. Rand Road – DC#25-019

Trustee _____ moved to Direct Staff and the Village Attorney to prepare final documents granting the requested sign variation relief, subject to the recommended conditions, all as set forth in the agenda materials for tonight's Board Meeting.

Trustee _____ seconded.

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Village Board of Trustees
9/2/2025

Item: Village Bank & Trust - 234 W. Northwest Hwy. - Sign Variation - DC25-048
Department: Planning & Community Development

Item Description:
A public meeting was held by the Design Commission on August 12, 2025, where the Design Commission unanimously recommended approval of the following sign variation for Village Bank & Trust located at 234 W Northwest Highway:

- A variation from Chapter 30, Section 30-201.h.5.d, to allow a 66-square foot ground sign, where 35 square feet is the maximum allowed size.

This recommendation is subject to compliance with the plans received on 6/20/25, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following:

1. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

Roll Call Vote: Commissioners Seyer, Fitzgerald & Chair Kingsley voted in favor. Motion carried.

ATTACHMENTS:
1. DC Staff Report_234 W Northwest Hwy
2. DC Minutes 8-12-25 - DRAFT
3. Exhibits_234 W Northwest Hwy_Village Bank & Trust
4. Suggested VB Motion 9.2.2025 - Village Bank & Trust Sign Variation

STAFF DESIGN COMMISSION REPORT

PROJECT INFORMATION:

Project Name: Village Bank & Trust - Sign Variation
Project Address: 234 W. Northwest Highway
Prepared By: Steve Hautzinger

Date Prepared: August 5, 2025

PETITION INFORMATION:

DC Number: 25-048
Petitioner Name: Carmela Menna
Petitioner Address: Omega Sign & Lighting
1401 W. Jeffrey Drive
Addison, IL 60101

Meeting Date: August 12, 2025

Requested Action(s):

1. A variation from Chapter 30, Section 30-201.h.5.d, to allow a 66 square foot ground sign, where 35 square feet is the maximum allowed size.

ANALYSIS:

The subject design is being forwarded to the Design Commission for review pursuant to Chapter 6 of the Municipal Code, specifically Section 6-501 (e)(1), which states that the Design Commission "shall review all Plan Commission, Zoning Board of Appeals, Building Permit and Sign Permit applications for new construction and those improvements which affect the architectural design of the building, site improvements or signage to determine whether it meets with the standards, requirements and purposes of the Design Guidelines and Chapter 30, Sign Regulations."

Background & Summary:

Village Bank & Trust is located at 234 W. Northwest Highway in the Downtown (B-5) Zoning District. The subject building is a multi-tenant building, with Village Bank on the west end of the building and Baird & Warner occupying the east end. Currently, Baird & Warner has a 40 sf pole-mounted ground sign facing Northwest Highway, and Village Bank & Trust has a 24 sf low monument style ground sign adjacent to the entrance driveway from Highland Avenue. The existing signs were approved by a sign variation in 1995 to allow two signs at the southwest corner of the site, where 800 feet of separation is required by code. The 1995 variation approval included a requirement that the pole mounted sign be removed at the end of the tenant's lease in 7 years. However, in 2002, a subsequent variation was approved to allow both of the ground signs to remain indefinitely.

At this time, the petitioner is requesting to remove both of the existing signs, and install one new multi-tenant ground sign. A new variation is required due to the size of the proposed sign which is 66 sf, where 35 sf is the maximum allowed. The proposed new sign does comply with all other applicable sign code requirements.

Table 1 below includes a complete code summary.

Table 1: Summary of Downtown Ground Sign Requirements per Section 30-201.h.5:

	Item	Code Requirement	Proposed	Remarks / Recommendations
a.	**Lot Size**	A ground sign is allowed only where the parcel size is 25,000 square feet or greater.	The subject property is approximately 86,000 square feet.	Complies with code.
b.	**Parcel Setback**	The parcel must have an area with a 20-foot setback for ground sign placement.	The existing building is setback approximately 70-feet.	Complies with code.

(Table 1 continued on next page)

c.	**Landscaping**	The area under the sign must be landscaped two feet out from the sign face, or proportional amounts of landscaping on site, as may be approved by the Director of Planning and Community Development.	The sign will be placed in a new curbed landscaped island with landscaping on both sides of the sign.	Complies with code.
d.	**Size**	For parcels located on Northwest Highway, the ground sign shall not be taller than 10-feet and greater than 35 square feet.	The proposed sign is 10-feet tall and 66 square feet.	**Variation Required for Size.**
e.	**Automobile Service Station Signs**	Not applicable	Not applicable	Not applicable
f.	**Design**	A ground sign in the downtown is encouraged to be designed to match the architecture and detailing of the development or be in keeping with the character of the downtown. A ground sign with a base of high quality durable material is encouraged. Landscaping around the base of the sign is encouraged to have year round color to be comprised of evergreens, drought tolerant perennials and annuals	The sign is nicely designed with a brick base to match the existing building.	Complies with code.
	Sign Setback (Section 30-301.b)	Downtown B-5, 3-feet minimum setback required.	7-foot setback proposed.	Complies with code.
	Sign Quantity (Section 30-302.a)	No more than one ground sign shall be installed per street frontage.	One sign proposed.	Complies with code.

Sign Variation Criteria:
The Village Sign Code, Chapter 30, Section 30-901 sets out the criteria for granting a sign variation.

a. *That the particular difficulty or peculiar hardship is not self-created by the Petitioner.*
b. *That the granting of said variation will not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare;*
c. *That the variation will serve to relieve the Petitioner from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship, and will not merely serve to provide the Petitioner with a competitive advantage over similar businesses;*
d. *That the variation will not alter the essential character of the locality;*
e. *That the Petitioner's business cannot reasonably function under the standards of this chapter.*

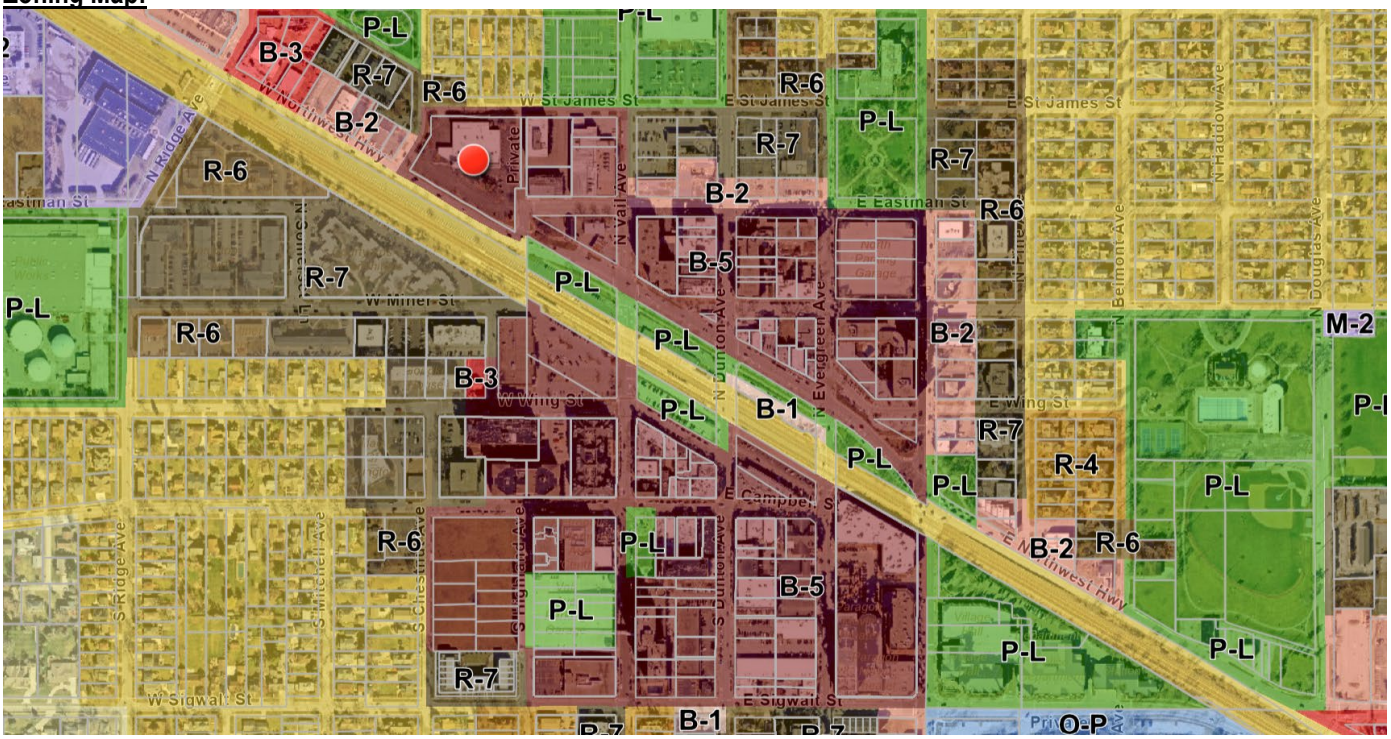
The petitioner has submitted a letter addressing the hardship criteria, stating that the proposed large ground sign is needed to adequately identify the businesses and provide safe guidance for customers on Northwest Highway to the entrance driveways on each end of the property. The petitioner also states that the sign will not create any hazard, and it's modern and modest design will fit with the existing architecture as well as the character of the surroundings.

Staff Comments:

The current Village Bank & Trust sign has very limited visibility from Northwest Highway, and it is only visible when traveling westbound. The current Baird & Warner sign has good visibility, but the pole mounted design does not fit the character of the Downtown. Therefore, Staff does support the proposal to replace the two existing signs with a new single multi-tenant sign, which will provide good visibility for both businesses from eastbound and westbound traffic on Northwest Highway. Combining the two tenants on one sign reduces the total number of signs on the site, and the proposed monument style is a nice design improvement compared to the existing pole mounted sign. The height of the proposed sign does comply with the maximum allowed 10-foot height limit.

In regards to the size variation, the 35 sf size limitation is due to this property being located in the Downtown (B-5) Zoning District. While the property is located in the Downtown, it is on the edge of the zoning district, and most of the adjacent businesses along Northwest Highway are allowed 16'-6" tall, 66 sf ground signs. Also, the proposed size of the new sign is roughly the same as the two existing signs combined. Therefore, Staff does not object to the proposed sign size.

Zoning Map:



RECOMMENDATION

It is recommended that the Design Commission recommend **approval** to the Village Board for the following sign variation for Village Bank & Trust located at 234 W. Northwest Highway:

1. A variation from Chapter 30, Section 30-201.h.5.d, to allow a 66 square foot ground sign, where 35 square feet is the maximum allowed size.

This recommendation is subject to compliance with the plans received 6/20/25, Federal, State, and Village Codes, regulations, and policies, and the issuance of all required permits, and the following conditions:

1. This review deals with architectural design only and should not be construed to be an approval of, or to have any other impact on, any other zoning and/or land use issues or decisions that stem from zoning, building, signage or any other reviews. In addition to the normal technical review, permit drawings will be reviewed for consistency with the Design Commission and any other Commission or Board approval conditions. It is the architect/homeowner/builder's responsibility to comply with the Design Commission approval and ensure that building permit plans comply with all zoning code, building permit and signage requirements.

_____ August 5, 2025
Steve Hautzinger AIA, Design Planner
Department of Planning & Community Development

c: Emily Rodman, Director of Planning and Community Development, Petitioner, DC File 25-048

DRAFT

MINUTES OF
THE VILLAGE OF ARLINGTON HEIGHTS
DESIGN COMMISSION

ARLINGTON HEIGHTS MUNICIPAL BUILDING
33 S. ARLINGTON HEIGHTS RD.
AUGUST 12, 2025

Chair Kingsley called the meeting to order at 6:30 p.m.

Members Present: Kirsten Kingsley, Chair
John Fitzgerald
Scott Seyer

Members Absent: Jonathan Kubow
Ted Eckhardt

Also Present: Syam Thotakuru for Dunkin' at *1010 E. Rand Rd.*
Leslie McCracken & Lauren Valdez, Omega Sign & Lighting for *Village Bank & Trust*
Steve Hautzinger, Planning Staff

REVIEW OF MEETING MINUTES FOR JULY 22, 2025

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER SEYER, TO APPROVE THE MEETING MINUTES OF JULY 22, 2025. ALL WERE IN FAVOR. MOTION CARRIED.

ITEM 2. SIGN VARIATION REVIEW

DC#25-048 – Village Bank & Trust – 234 W. Northwest Hwy.

Leslie McCracken & Lauren Valdez, representing *Omega Sign & Lighting*, were present on behalf of the project.

Mr. Hautzinger summarized Staff comments. Village Bank & Trust is located at 234 W. Northwest Highway in the Downtown (B-5) Zoning District. The subject building is a multi-tenant building, with Village Bank on the west end of the building and Baird & Warner occupying the east end. Currently, Baird & Warner has a 40 sf pole-mounted ground sign facing Northwest Highway, and Village Bank & Trust has a 24 sf low monument style ground sign adjacent to the entrance driveway from Highland Avenue. The existing signs were approved by a sign variation in 1995 to allow two signs at the southwest corner of the site, where 800 feet of separation is required by code. The 1995 variation approval included a requirement that the pole mounted sign be removed at the end of the tenant's lease in 7 years. However, in 2002, a subsequent variation was approved to allow both of the ground signs to remain indefinitely.

At this time, the petitioner is requesting to remove both of the existing signs and install one new multi-tenant ground sign. A new variation is required due to the size of the proposed sign which is 66 sf, where 35 sf is the maximum allowed. The proposed new sign does comply with all other applicable sign code requirements.

1. A variation from Chapter 30, Section 30-201.h.5.d, to allow a 66 square foot ground sign, where 35 square feet is the maximum allowed size.

The petitioner submitted a letter addressing the hardship criteria, stating that the proposed large ground sign is needed to adequately identify the businesses and provide safe guidance for customers on Northwest Highway to the entrance driveways on each end of the property. The petitioner also states that the sign will not create any hazard, and its modern and modest design will fit with the existing architecture as well as the character of the surroundings.

The current Village Bank & Trust sign has very limited visibility from Northwest Highway, and is only visible when traveling westbound. The current Baird & Warner sign has good visibility, but the pole mounted design does not fit the character of the Downtown. Therefore, Staff does support the proposal to replace the two existing signs with a new single multi-tenant sign, which will provide good visibility for both businesses from eastbound and westbound traffic on Northwest Highway. Combining the two tenants on one sign reduces the total number of signs on the site, and the proposed monument style is a nice design improvement compared to the existing pole mounted sign. The height of the proposed sign does comply with the maximum allowed 10-foot height limit.

In regards to the size variation, the 35 sf size limitation is due to this property being located in the Downtown (B-5) Zoning District. While the property is located in the Downtown, it is on the edge of the zoning district, and most of the adjacent businesses along Northwest Highway are allowed 16'-6" tall, 66 sf ground signs. Also, the proposed size of the new sign is roughly the same as the two existing signs combined. Therefore, Staff does not object to the proposed sign size and the sign variation request as submitted.

Leslie McCracken said the request for the additional square footage for signage is a carefully considered measure to ensure optimal visibility at the business for passing traffic, particularly for those traveling between Villages on the surrounding streets. They have been working closely with Wintrust Bank to develop the most effective and safest solution for the placement

of the signage. The primary objective is to enhance visibility and clarity for clients approaching the bank, therefore reducing potential traffic confusion for any customers or those in the community. During this process, they are also committed to collaborating with the Village to adhere to all codes and regulations throughout the project. By strategically installing an illuminated monument sign to face Northwest Highway, they anticipate a significant improvement in the ability for drivers to safely identify the sign. The sign itself has been crafted to compliment the existing architecture of the building, and will feature a modern and modestly elevated cabinet sign and be installed upon a sturdy brick base. The landscaping will include yellow Daylilies, lush green Velvet Boxwoods and mulch.

Chair Kingsley asked if there was any public comment on the project and there was no response from those in the audience.

The commissioners summarized their comments. **Commissioner Fitzgerald** said that he never noticed the existing Village Bank & Trust monument sign. The proposed new sign is extremely well designed and looks really nice, the scale is great, and it will look good in this location. He is in support of the variation request. **Commissioner Seyer** agreed and said this is an improvement to the existing signage. The variation request is worthy of approving as submitted. **Chair Kingsley** agreed as well and said the new sign will be an improvement and will be more visible than the existing signage.

A MOTION WAS MADE BY COMMISSIONER FITZGERALD, SECONDED BY COMMISSIONER SEYER, TO RECOMMEND TO THE VILLAGE BOARD OF TRUSTEES, APPROVAL OF THE FOLLOWING SIGN VARIATIONS FOR *VILLAGE BANK & TRUST* LOCATED AT 234 W. NORTHWEST HIGHWAY:

1. **A VARIATION FROM CHAPTER 30, SECTION 30-201.H.5.D, TO ALLOW A 66 SQUARE FOOT GROUND SIGN, WHERE 35 SQUARE FEET IS THE MAXIMUM ALLOWED SIZE.**

THIS RECOMMENDATION IS SUBJECT TO COMPLIANCE WITH THE PLANS RECEIVED ON 6/20/25, FEDERAL, STATE, AND VILLAGE CODES, REGULATIONS, AND POLICIES, AND THE ISSUANCE OF ALL REQUIRED PERMITS, AND THE FOLLOWING:

1. **THIS REVIEW DEALS WITH ARCHITECTURAL DESIGN ONLY AND SHOULD NOT BE CONSTRUED TO BE AN APPROVAL OF, OR TO HAVE ANY OTHER IMPACT ON, ANY OTHER ZONING AND/OR LAND USE ISSUES OR DECISIONS THAT STEM FROM ZONING, BUILDING, SIGNAGE OR ANY OTHER REVIEWS. IN ADDITION TO THE NORMAL TECHNICAL REVIEW, PERMIT DRAWINGS WILL BE REVIEWED FOR CONSISTENCY WITH THE DESIGN COMMISSION AND ANY OTHER COMMISSION OR BOARD APPROVAL CONDITIONS. IT IS THE ARCHITECT/HOMEOWNER/BUILDER'S RESPONSIBILITY TO COMPLY WITH THE DESIGN COMMISSION APPROVAL AND ENSURE THAT BUILDING PERMIT PLANS COMPLY WITH ALL ZONING CODE, BUILDING PERMIT AND SIGNAGE REQUIREMENTS.**

SEYER, AYE; FITZGERALD, AYE; KINGSLEY, AYE.
ALL WERE IN MOTION. MOTION CARRIED.

Mr. Hautzinger advised the petitioner that sign variations require final approval by the Village Board, and he will coordinate that meeting date with the petitioner.

1401 W. Jeffrey Drive
Addison, IL 60101
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Statement of Variance
Chapter 30 Article IX Variations
Section 30-902 Standards

June 20, 2025

Planning and Zoning Commission
Department of Planning and Community Development
Village of Arlington Heights
33 S Arlington Heights Rd
Arlington Heights, IL 60005

Re: Wintrust Bank, 234 W Northwest Hwy Arlington Heights, IL

Proposed: Install one sign at 66 sf, in excess: 31sf. Ft. located in the B-5 Downtown Zoning District. Variation to the Arlington Heights Zoning ordinance and Arlington Heights Sign Ordinance.

A. The Particular Difficulty or peculiar hardship is not self-created by the petitioner;and,

Response: The hardship isn't caused by anyone currently involved with the property, but by the property's inherent limitations. Our sign request simply aims to provide helpful information to drivers on the main road, complementing the property's central location between towns, as it is situated off a main road that bridges two towns.

B. The granting of the variation shall not create a traffic hazard, a depreciation of nearby property values or otherwise be detrimental to the public health, safety, morals and welfare; and

Response: The granting of this variation approval will align with the use of the property, focusing on directing its clients in a safe and non-distracting way. The public well-being or possible injury to the public will not be influenced by the granting of approval to the requested sign variation. In the granting of these variations, road traffic confusion would be less likely, equally improving the surrounding businesses and other establishments in the Village of Arlington Heights.

C. The variation will serve to relieve the applicant from a difficulty attributable to the location, topography, circumstances on nearby properties or other peculiar hardship; and not merely serve to provide the applicant with a competitive advantage over similar businesses and,

Response:The building's current placement, nestled among a cluster of other bustling downtown establishments, presents a distinctive set of challenges concerning both its visibility and ease of access. Situated just off a heavily trafficked main road that serves as a primary entry and exit point for Arlington Heights, given this, the necessity for signage that is more prominent and discernible is undeniably clear.

The location benefits from two distinct points of entry, facilitating effortless access from both W Northwest Highway and Highland Avenue, which surround two sides of the property. Given that each of these streets offers an entry point to the bank, it is important to install a significantly larger sign. This enhanced signage would ensure that the bank's location is apparently clear from both access points, thereby mitigating the risk of driver confusion, hesitation, or potential accidents on these busy roads. Furthermore, such a prominent sign would serve to unequivocally differentiate the bank from the surrounding downtown businesses, significantly enhancing its identification and improving overall accessibility for patrons.

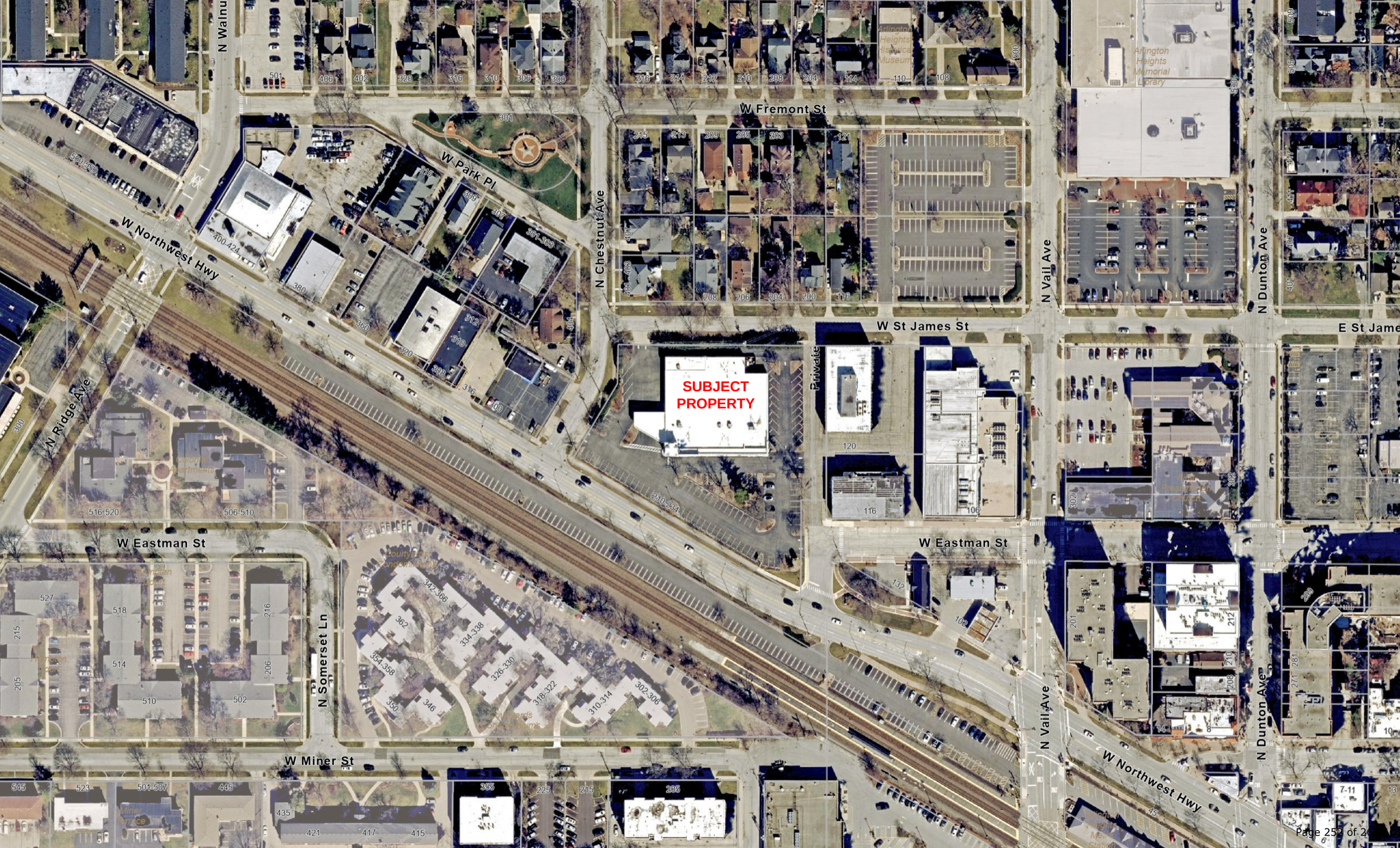
D. The variation will not alter the essential character of the locality and,

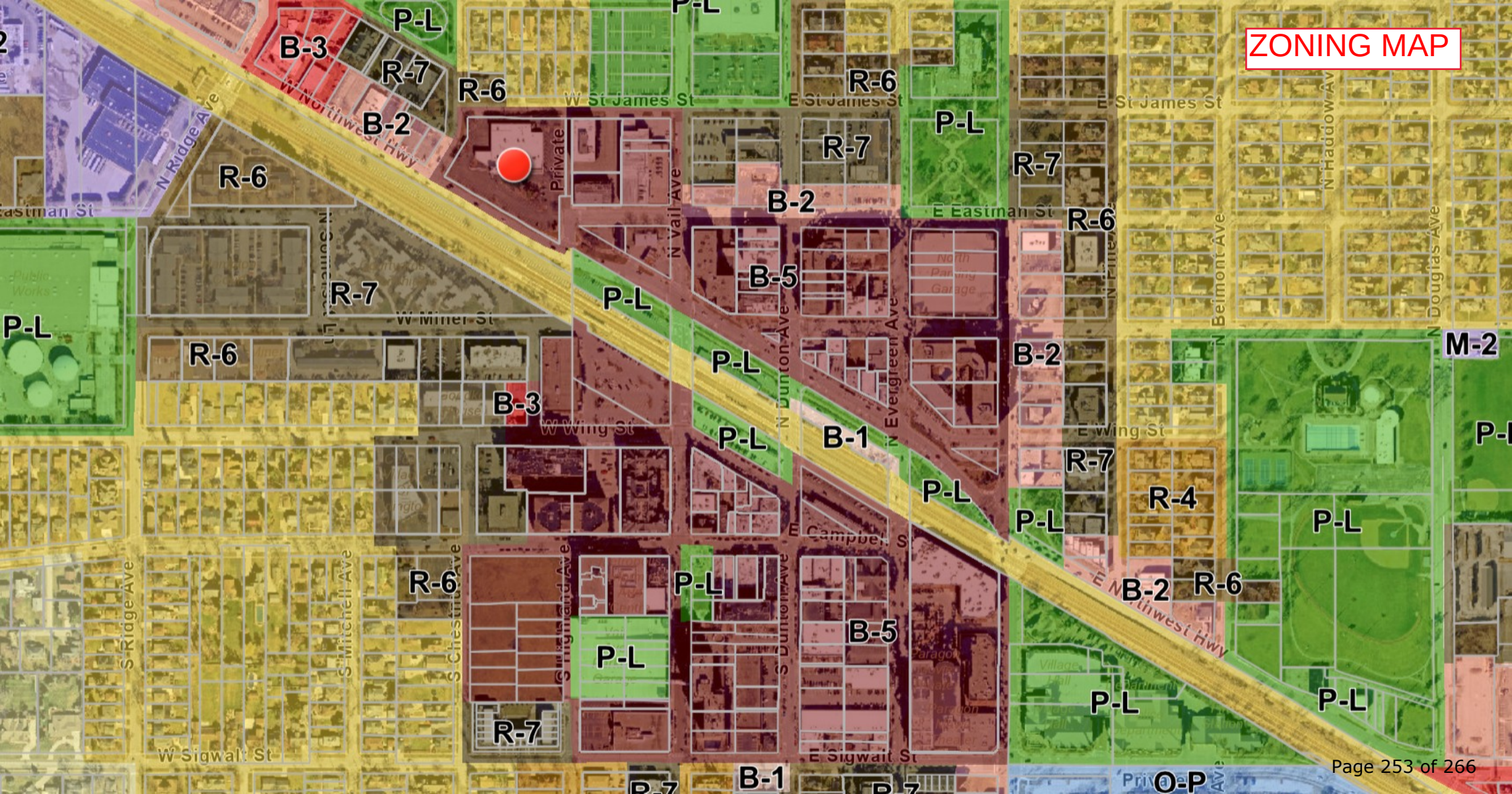
Response: The region's character is favorable to this particular sign use, not altering the essential quality of its surroundings. The proposed sign will seamlessly integrate with the existing architecture and the surrounding area, enhancing the community's sense of pride. Its modern and modest design will naturally complement the village's character.

E. The applicant's business cannot reasonably function under the standards of this chapter.

Response: The request for the additional square footage for signage is crucial for the bank's safe and smooth operation due to the high volume of daily clients. Located on a busy four-lane street near the village’s train station, the business is easily missed, leading to potential traffic congestion and accidents. Larger, clearer signage will serve as vital identification for those navigating the Arlington Heights area.

The increased sign size will also help new or unfamiliar clients avoid missing the bank's entrance, reducing unnecessary turns and street congestion. Ensuring the signage is clearly visible from the street is essential not only to capture the attention of drivers but, more importantly, to safely highlight the building's entrance.


SUBJECT PROPERTY
W Fremont St
W St James St
W Eastman St
W Northwest Hwy
W Park Pl
N Chestnut Ave
N Vail Ave
N Dunton Ave
N Ridge Ave
N Somerset Ln
W Miner St
Arlington Heights Memorial Library
Arlington Heights Historical Museum
Private


ZONING MAP
W St James St
E St James St
W Northwest Hwy
E Northwest Hwy
N Ridge Ave
S Ridge Ave
N Vail Ave
N Dunton Ave
S Dunton Ave
N Evergreen Ave
N Beimont Ave
N Douglas Ave
N Haddow Ave
W Miner St
W Wing St
E Wing St
E Campbell St
E Eastman St
W Sigwalt St
E Sigwalt St
S Highland Ave
S Chestnut Ave
S Mitchell Ave
Private
P-L
B-3
R-7
R-6
B-2
B-5
B-1
R-4
M-2
O-P

PROPERTY AND SURROUNDING PHOTOS

VILLAGE BANK & TRUST / BAIRD & WARNER

VILLAGE BANK & TRUST / BAIRD & WARNER

VILLAGE BANK & TRUST / BAIRD & WARNER

WEST OF SITE

EAST OF SITE

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Village Bank & Trust
Wintrust Bank
234 W. NW Hwy.
Arlington Hts., IL.

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Drawn By	DT - 06/10/25
Drawing Scale	
PERMIT INFO	
Sign Sq. Ft.	
No. of Lamps/LEDs	
Total Wattage	
No. of Power Supplies	
Total Amperage	
Ext. 20 Amp Toggle Switch w/Rubber Boot	

Signature mm/dd/yy
Cust. Approval Date

Signature mm/dd/yy
Landlord Approval Date

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ELECTRICAL NOTES
Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

Each Sign Must Have:
1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

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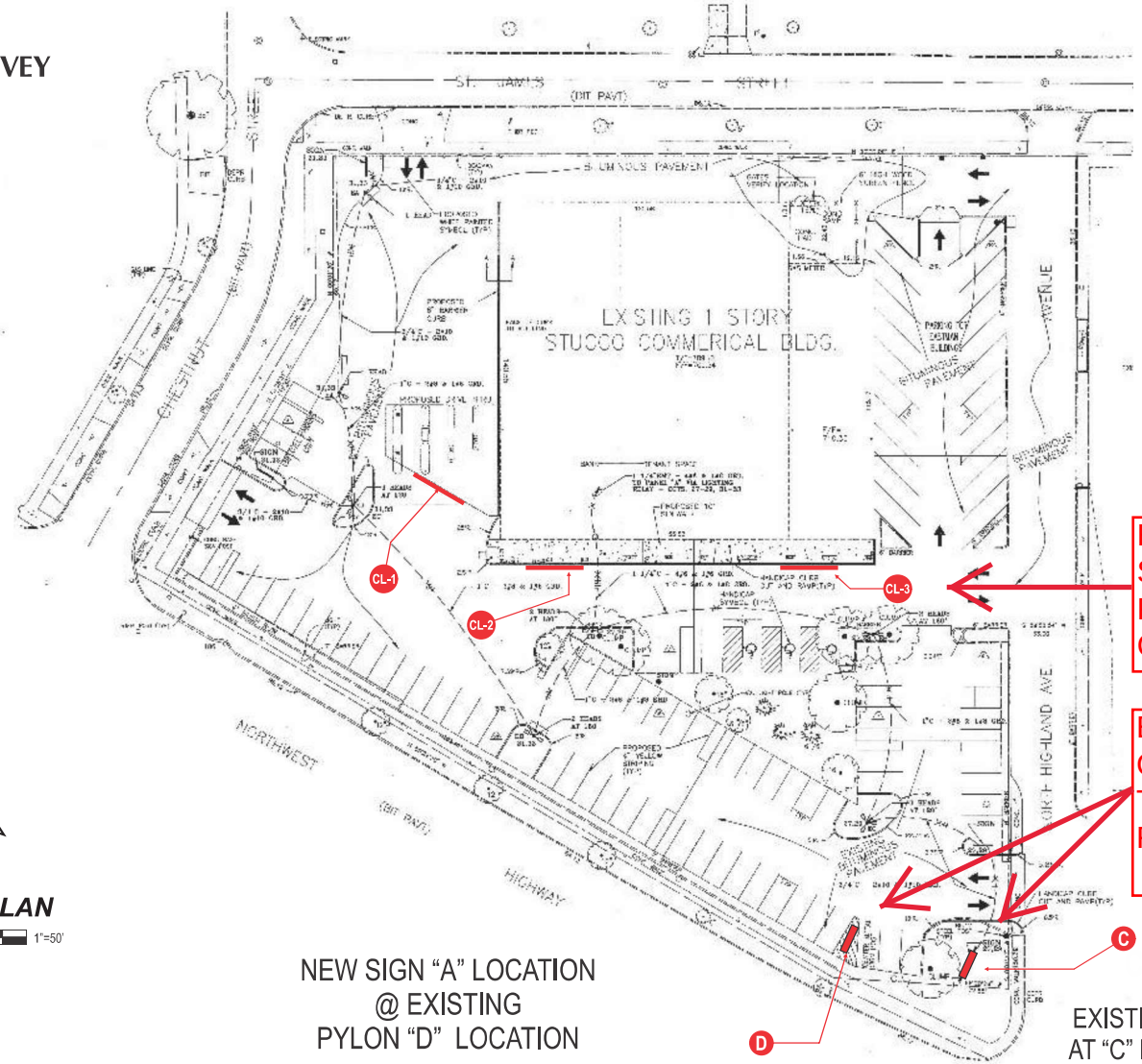
VIEW OF EXISTING GROUND SIGNS LOOKING WEST FROM NORTHWEST HIGHWAY

EXISTING SIGNS

PLAT OF SURVEY



N

SITE PLAN

1"=50'

EXISTING WALL SIGNS TO REMAIN: CL-1, CL-2 & CL-3

EXISTING GROUND SIGNS TO BE REMOVED: C & D

NEW SIGN "A" LOCATION @ EXISTING PYLON "D" LOCATION

EXISTING MONUMENT AT "C" LOCATION TO BE REMOVED / NOT REPLACED. LANDSCAPING TO REMAIN

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Drawing Scale	
PERMIT INFO	
Sign Sq. Ft.	
No. of Lamps/LEDs	
Total Wattage	
No. of Power Supplies	
Total Amperage	
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EXISTING GROUND SIGNS TO BE REMOVED

C REMOVE EXISTING MONUMENT SIGN

MONUMENT SIGN "C"
REMOVED - NOT REPLACED

EXISTING

D REMOVE EXISTING PYLON SIGN

PYLON SIGN REMOVED
REPLACED WITH GROUND MONUMENT "A"

EXISTING

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EXISTING WALL SIGNS TO REMAIN

EXISTING CHANNEL LETTERS ON BUILDING

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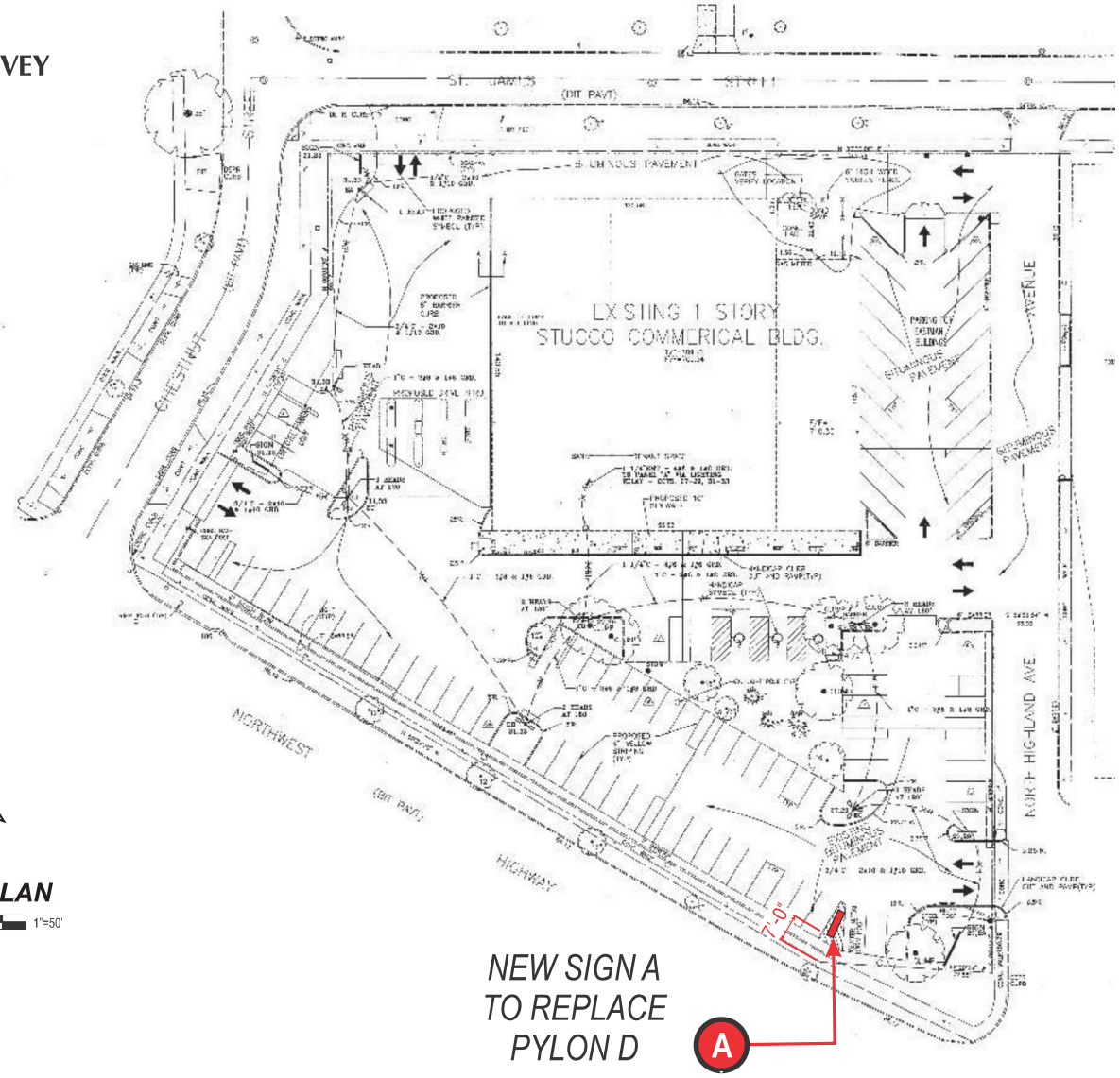
PROPOSED NEW GROUND SIGN

PLAT OF SURVEY



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SITE PLAN

1"=50'

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PROPOSED NEW GROUND SIGN

A QTY(1) 10'-0"H x 9'-0"W D.F. LED ILLUM. MONUMENT SIGN

Total Sq.Ft.:	90 / 66 Sq. Ft. of Sign Area
Face:	White Polycarbonate
Returns & Retainers:	Painted Alum, Black
Vinyl:	8500-070 Black, 8500-076 Grey and 8500-091 Gold. "B&W" Logo To Match #021 Yellow
Illumination:	White LED
Notes:	New Foundation Required. Pole Cover to be Thin Brick Sioux City Cambridge Style. Decorative Topper, Brick Sill & Bump Out Ptd. Gold.

8500-070 VINYL | 8500-091 VINYL | 8500-076 VINYL | 8500-021 VINYL

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Drawing Scale	3/8"=1'-0"
PERMIT INFO	
Sign Sq. Ft.	
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No. of Power Supplies	
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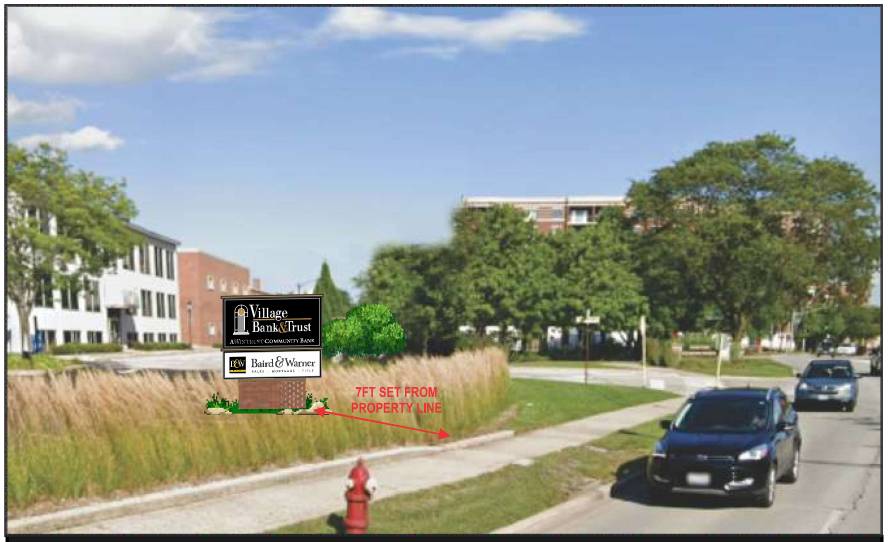
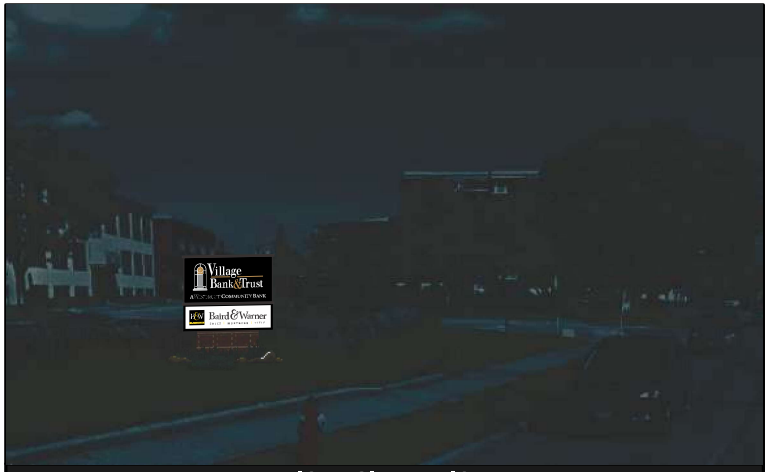
A D.F. LED ILLUM. MONUMENT SIGN



PROPOSED

EXISTING



NIGHT SIMULATION

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Each Sign Must Have:
1. A minimum of One(1) dedicated 120V 20A circuit.
2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

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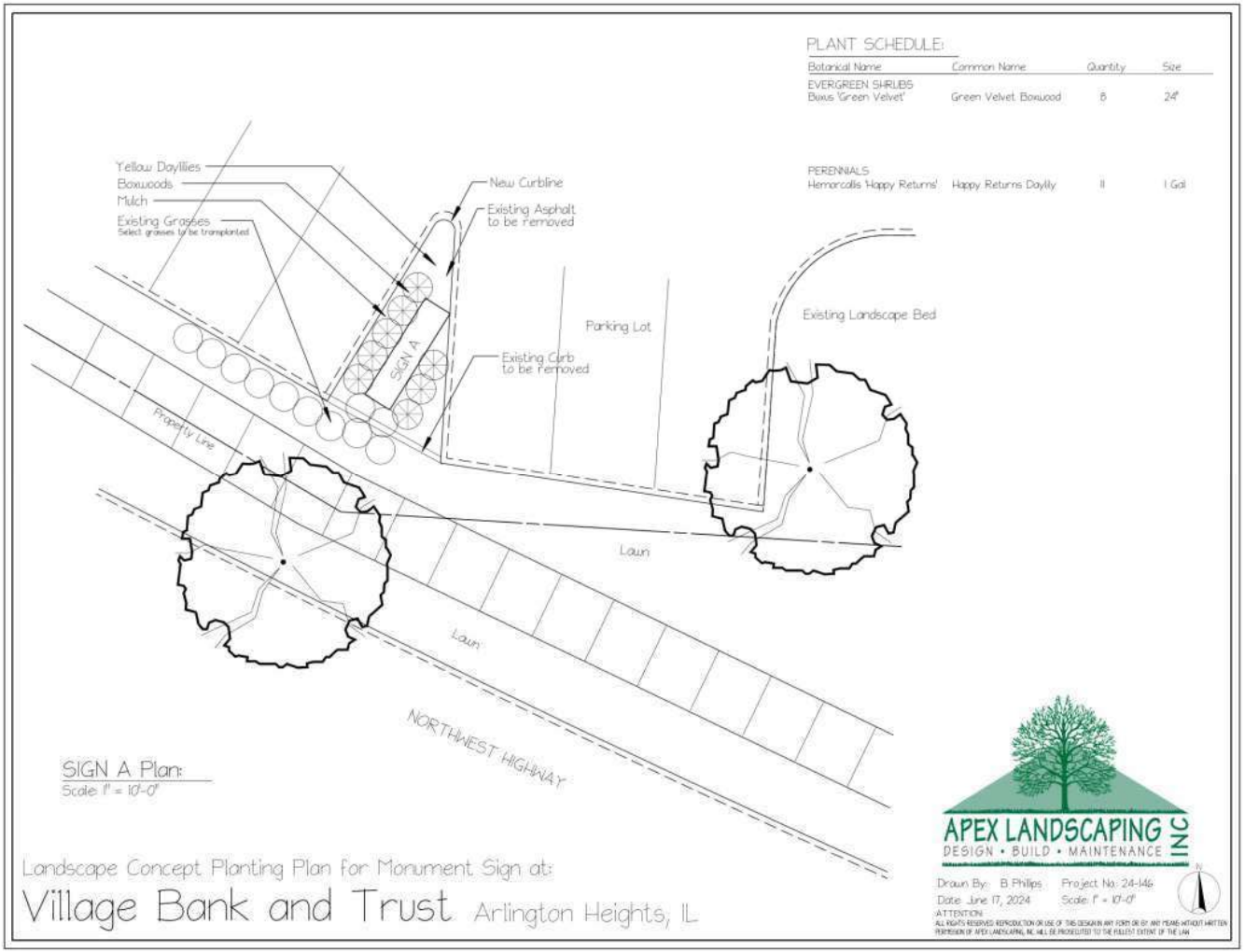
NEW LANDSCAPE ISLAND FOR THE NEW GROUND SIGN



OMEGA Sign & Lighting Inc.
630.237.4397
OMEGASIGNCHICAGO.COM

Arlington Hts.
Village Bank & Trust
Wintrust Bank
234 W. NW Hwy.
Arlington Hts., IL.

Date	D. Savage 5/31/23
Acct. Executive	S. Menna
Page No.	004
Revision Number	Date
(Rev. 1)	
(Rev. 2)	
(Rev. 3)	
(Rev. 4)	
(Rev. 5)	
(Rev. 6)	
Drawn By	DT - 06/10/25
Drawing Scale	
PERMIT INFO	
Sign Sq. Ft.	
No. of Lamps/LEDs	
Total Wattage	
No. of Power Supplies	
Total Amperage	
Ext. 20 Amp Toggle Switch w/Rubber Boot	

Signature mm/dd/yy
Cust. Approval Date

Signature mm/dd/yy
Landlord Approval Date

This Document, and the information contained, is the property of Omega Sign & Lighting Inc. (the Company). By receipt of this Document, the holder agrees not to distribute to any other entities, nor reproduce this Document and the information contained, without the prior written approval by the Company. The Customer agrees that Omega Sign & Lighting Inc. will fabricate signs as per the above rendering(s) and Customer agrees to all charges to fabricate sign(s) including permit & procurement fees & storage fees. The colors depicted in the rendering(s) are not an exact color match that will appear in the sign(s) construction, and exact color swatches can be provided only at the Customer's request.

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ELECTRICAL NOTES
Sign company DOES NOT provide Primary Electrical to Sign. Power to the Sign must be done by a licensed electrical contractor or licensed electrician.

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2. Junction box installed within Six(6) feet of Sign.
3. Three Wire: Line, Ground, and Neutral.

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Suggested Motion for Village Board Meeting – 9/2/2025

X.C. Village Bank & Trust, Sign Variation – 234 W. Northwest Highway – DC#25-048

Trustee _____ moved to Direct Staff and the Village Attorney to prepare final documents granting the requested sign variation relief, all as set forth in the agenda materials for tonight's Board Meeting.

Trustee _____ seconded.

Village Board of Trustees
9/2/2025

Item: Approval of 2026-27 Village Strategic Priorities
Department: Integrated Services

Item Description:
2026-27 Village Strategic Priorities
Every two years the Village Board meets to discuss the current challenges facing the community and to determine its Strategic Priorities for the Village. The Village will face a variety of seen and unseen challenges over the next two years. However, the priorities identified will serve as the guiding principles for the development of the Village Staff's biannual business plan and for the annual budget process. The Board met on July 14th of this year to discuss the Village's priorities for 2026 to 2027. The attached document outlines the Board's priorities for this two year period based on that discussion and further feedback from Trustees.

Staff Recommendation: Adoption of the 2026 to 2027 Strategic Priorities

ATTACHMENTS:
1. 2026 – 2027 Strategic Priorities Memo

VILLAGE OF ARLINGTON HEIGHTS
INC. 1887

Date: August 27, 2025

To: Randy Recklaus, Village Manager
Diana Mikula, Deputy Village Manager

From: Jack Cascone, Assistant to the Village Manager

Subject: 2026 – 2027 Draft Strategic Priorities

Background
The Village Board of Trustees met on Monday, July 14 for their biennial Village Board Retreat where they identified several themes, trends, and challenges that could impact the Village of Arlington Heights in 2026 and 2027. Minutes from the Village Board Retreat were approved on the August 18, 2025, Village Board Meeting agenda and uploaded to the July 14, 2025, Special Village Board Meeting agenda for record keeping.

Village staff summarized the Village Board's discussion and synthesized it into seven draft Strategic Priorities for 2026 and 2027. When approved, the Strategic Priorities will become the basis of the Village's 2-year Business Plan. Staff is seeking approval of this draft to ensure it reflects the will of the Board.

Strategic Priorities
The Village Board recognizes the Village's highest priorities will always be the maintenance of public safety, the provision of core services, and the continuing of fiscal responsibility with taxpayer resources. However, given the unique needs of the community at this time, the specific Strategic Priorities for 2026-2027 shall be:

1) Continue collaborative efforts with the Chicago Bears Football Club, Village residents and businesses, and all other local, regional, and state-wide partners to deliver a transformative, responsible, and one-of-a-kind redevelopment of Arlington Park that reflects community interests and strives to meet the Village's Strategic Priorities.
2) Expand housing affordability and attainability strategies that are impactful on the local level and provide a variety of housing options for residents at all stages of life.
3) Promote economic development initiatives to encourage timely progress on approved projects, support commercial districts by filling available storefronts, and attract unique business development to vacant properties to set Arlington Heights apart from neighboring communities.
4) Establish policies and engage in efforts that improve street safety conditions for motorists, pedestrians, and other modes of transportation.
5) Engage with stakeholders regarding the historic preservation of residential areas to determine if further regulations and resources should be implemented.
6) Advance environmental sustainability through Village-led programs, green infrastructure investment, and encouraging eco-conscious residential and business practices.

7) Reinvigorate, support, and review the roles of the Village's existing Boards and Commissions in pursuit of their purpose, and establish short-term task forces, as needed, to provide targeted, collaborative input on key initiatives.

Recommendation
Staff recommends the Village Board of Trustees approve the 2026 – 2027 Strategic Priorities.