

VILLAGE OF ARLINGTON HEIGHTS

TIF II

ANNUAL REPORT

FY 10-11

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

Name of Redevelopment Project Area: TIF #2
Primary Use of Redevelopment Project Area*: Mixed Use
If "Combination/Mixed" List Component Types: Retail, Office, Residential
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <input checked="" type="checkbox"/> Industrial Jobs Recovery Law <input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	x	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		x
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		x
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		x
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		x
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F		x
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	x	
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	x	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	x	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J	x	
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		x
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9) If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		x
A list of all intergovernmental agreements in effect in FY 2011, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose a copy of the intergovernmental agreements labeled Attachment M		x

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

	Reporting Year	Cumulative	
Fund Balance at Beginning of Reporting Period	\$ 937,541.00		
Revenue/Cash Receipts Deposited in Fund During Reporting FY:		\$ 27,746,263	
Property Tax Increment	\$ -	\$ 29,306,121	89%
State Sales Tax Increment	\$ -	\$ 261,136	1%
Local Sales Tax Increment	\$ -	\$ 183,784	1%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 7,379	\$ 997,770	3%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 1,180,753	4%
Transfers from Municipal Sources		\$ 827,475	3%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 250,000	1%
Total Amount Deposited in Special Tax Allocation Fund During Reporting Period	\$ 7,379		
Cumulative Total Revenues/Cash Receipts		\$ 33,007,039	100%
Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)	\$ 944,920.00		
Distribution of Surplus	\$ -		
Total Expenditures/Disbursements	\$ 944,920		
NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS	\$ (937,541)		
FUND BALANCE, END OF REPORTING PERIOD	\$ -		

- if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
 (by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]

		Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Bike Shelter: DLK (Professional Services)	9,000	
Banner Poles: Visual Edge (Professional Services)	2,000	
Miner Street Plaza: Norm Toberman (Professional Services)	4,100	
		\$ 15,100
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
212 N Dunton : Reclassify Funds	(708)	
		\$ (708)
4. Costs of rehabilitation, reconstruction, repair or remodeling and replacement of existing public buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
Bike Shelter	26,993	
Miner Street Plaza	139,732	
Street Resurfacing	28,264	
Banner Poles	62,764	
Kiosk's at Train Station and North School Park	18,058	
		\$ 275,811
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

4. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
5. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
6. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 944,920

Section 3.2 B

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

_____ There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

Name	Service	Amount
Copenhaver Construction	Miner Street Plaza Construction	\$ 139,732.00
Western ReMac	Banner Poles Construction	\$ 62,764.20
Port Angel Corporation	Bike Shelter Construction	\$ 26,852.50
Emco Metalworks	Kiosk's Construction	\$ 17,900.00
Arrow Construction	Street Resurfacing	\$ 28,263.54

SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period

(65 ILCS 5/11-74.4-5 (d) (5) (D) and 65 ILCS 5/11-74.6-22 (d) (5) (D))

FUND BALANCE, END OF REPORTING PERIOD

\$ -

I. Description of Debt Obligations	Amount of Original Issuance		Amount Designated	
Refunding of Parking 1986 Bonds - 1995	\$	6,376,500	\$	-
Total Amount Designated for Obligations	\$	6,376,500	\$	-

II. Description of Project Costs to be Paid

		\$	-
		\$	-
		\$	-
		\$	-

Total Amount Designated for Project Costs

\$ -

TOTAL AMOUNT DESIGNATED

\$ -

SURPLUS*/(DEFICIT)

\$ -

NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

Please include a brief description of each project.

 No Projects Were Undertaken by the Municipality Within the Redevelopment Project Area

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Estimated Cost of the Total Project
TOTAL:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,759,550		
Ratio of Private/Public Investment	0		0
Project 1:			
CBD Train Station			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,030,550		
Ratio of Private/Public Investment	0		0
Project 2:			
CBD Park			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 473,000		
Ratio of Private/Public Investment	0		0
Project 3:			
Old Train Station Site Park			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 256,000		
Ratio of Private/Public Investment	0		0
Project 4:			
Civic Events Sign			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 224,320		
Ratio of Private/Public Investment	0		0
Project 5:			
Miner Street Plaza			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 139,732		
Ratio of Private/Public Investment	0		0
Project 6:			
Street Resurfacing			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 163,264		
Ratio of Private/Public Investment	0		0

Project 7: Bike Shelter			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	114,802	
Ratio of Private/Public Investment		0	0

Project 8: Environmental Remediation: 212 N. Dunton			
Private Investment Undertaken (See Instructions)	\$	350,000	
Public Investment Undertaken	\$	300,000	
Ratio of Private/Public Investment		1 1/6	0

Project 9: North Municipal Garage Improvements			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	149,223	
Ratio of Private/Public Investment		0	0

Project 10:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 11:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 12:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 13:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 14:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 15:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

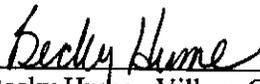
Project 16:			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

ATTACHMENT A

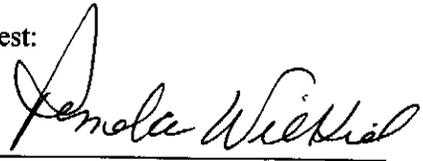
(TIF II)

I, Becky Hume, Village Clerk, do hereby certify that there were no amendments to the redevelopment project area and plan as it relates to the Tax Increment Financing District Number II, in the Village of Arlington Heights, County of Cook, State of Illinois in fiscal year May 1, 2010 to April 30, 2011.

October 25, 2011


Becky Hume, Village Clerk

Attest:

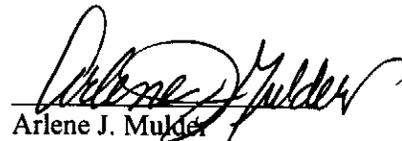


ATTACHMENT B

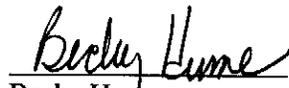
(TIF II)

I, Arlene J. Mulder, the duly elected Chief Executive Officer, of the Village of Arlington Heights, County of Cook, State of Illinois, and as such, do hereby certify that the Village of Arlington Heights has complied with all requirements pertaining to the Tax Increment Redevelopment Allocation Act for Tax Increment Financing District Number II, during the current municipal fiscal year, May 1, 2010 to April 30, 2011.

October 25, 2011.


Arlene J. Mulder
President Board of Trustees
Village of Arlington Heights

ATTEST:


Becky Hume
Village Clerk

ATTACHMENT C and L

(TIF II)

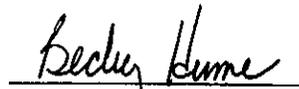
I, JACK M. SIEGEL, Village Attorney of the Village of Arlington Heights, County of Cook, State of Illinois, and have been such throughout the fiscal year covered by this report, May 1, 2010 to April 30, 2011, do hereby state as follows:

It is my opinion that the Village of Arlington Heights has in all respects complied with the requirements of the Tax Allocation Redevelopment Act as it relates to Tax Increment Financing District Number II, for the fiscal year, May 1, 2010 to April 30, 2011.

October 25, 2011


JACK M. SIEGEL, P.C.
Village Attorney

ATTEST:


Becky Hume
Village Clerk

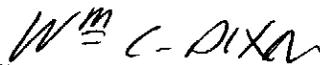
ATTACHMENT D

(TIF II)

I, WILLIAM C. DIXON, Village Manager, do hereby certify that the following activities were undertaken in furtherance of the objectives of the redevelopment plan for Tax Increment Financing District Number II, between May 1, 2010 and April 30, 2011.

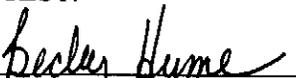
1. Streets were resurfaced.
2. Miner Street Plaza was completed.
3. Train Station Bike Shelter was completed.
4. New marketing banner poles were installed.
5. New Kiosks to market events and businesses were installed.

October 25, 2011



WILLIAM C. DIXON
Village Manager

ATTEST:



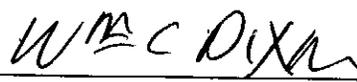
Becky Hume
Village Clerk

ATTACHMENT E

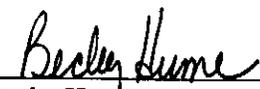
(TIF II)

I, WILLIAM C. DIXON, Village Manager of the Village of Arlington Heights, do hereby state that the Village of Arlington Heights did not purchase property within Tax Increment Financing District Number II, in the fiscal year, May 1, 2010 to April 30, 2011.

October 25, 2011


WILLIAM C. DIXON
Village Manager

ATTEST:


Becky Hume
Village Clerk

ATTACHMENT F and K

(TIF II)

SEE ATTACHED



998 Corporate Boulevard • Aurora, IL 60502

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE

The Honorable Mayor
Members of the Board of Trustees
Village of Arlington Heights, Illinois

We have examined management's assertion included in its representation letter dated September 12, 2011, that the Village of Arlington Heights, Illinois complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2011. As discussed in that representation letter, management is responsible for the Village of Arlington Heights, Illinois' compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village of Arlington Heights, Illinois' compliance based on our examination.

Our examination was made in accordance with the standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village of Arlington Heights, Illinois' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village of Arlington Heights, Illinois' compliance with statutory requirements.

In our opinion, management's assertion that the Village of Arlington Heights, Illinois complied with the aforementioned requirements for the year ended April 30, 2011 is fairly stated in all material respects.

This report is intended solely for the information and use of the Board of Trustees, management, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read 'J. L. L. F.' with a stylized flourish at the end.

Aurora, Illinois
September 12, 2011

VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS

Preliminary and Tentative
For Discussion Purposes Only

TIF II NORTH FUND

SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2011
(With Actual for 2010)

	2011		Actual	2010 Actual
	Original Budget	Final Budget		
REVENUES				
Property taxes	\$ -	\$ -	\$ -	\$ 1,559,858
Investment income	-	-	7,379	22,920
Total revenues	-	-	7,379	1,582,778
EXPENDITURES				
Current				
Highways and streets	-	-	-	6,967
Other charges	-	-	-	-
Capital outlay	248,872	846,154	290,203	605,531
Total expenditures	248,872	846,154	290,203	612,498
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(248,872)	(846,154)	(282,824)	970,280
OTHER FINANCING SOURCES (USES)				
Transfers (out)	(425,000)	(425,000)	(654,717)	-
Total other financing sources (uses)	(425,000)	(425,000)	(654,717)	-
NET CHANGE IN FUND BALANCE	\$ (673,872)	\$ (1,271,154)	(937,541)	970,280
FUND BALANCE (DEFICIT), MAY 1			937,541	(32,739)
FUND BALANCE (DEFICIT), APRIL 30			\$ -	\$ 937,541

RECEIVED

SEP 29 2011

PLANNING & COMMUNITY
DEVELOPMENT DEPARTMENT

(See independent auditor's report.)

Village of Arlington Heights
 Analysis of T.I.F II Fund
 For The Fiscal Year Ended April 30, 2011

New Beginning Balance May 1, 2010		937,541
Deposits:		
Property Taxes	\$ -	
State Sales Taxes	0	
Local Sales Taxes	0	
Interest	7,379	
Residual Equity Transfer	<u>0</u>	
	Total	<u>7,379</u>
	Balance plus Deposits	944,920
Expenditures:		
Redevelopment	\$290,203	
Operating Transfer For TIF I Fund 251	654,717	
	Total	<u>944,920</u>
Ending Balance April 30, 2011		<u><u>(\$0)</u></u>
Ending Balance by Source:		
Property Tax	(\$0)	
	<u><u>(\$0)</u></u>	

Fund Balance by Source and by Year for Determining Surplus Allocations
 Village of Arlington Heights -- T.I.F. II

	BALANCE 2011	BALANCE 2012	BALANCE 2013	BALANCE 2014
SOURCE YEAR				
2010-2011				
PROPERTY	0			
LOCAL SALES	0			
STATE SALES	0			
INTEREST	0			
BOND PROCEED	0			
OTHER	0			
TOTAL	0			
2011-2012				
PROPERTY		0		
LOCAL SALES		0		
STATE SALES		0		
INTEREST		0		
BOND PROCEED		0		
OTHER		0		
TOTAL		0		
2012-2013				
PROPERTY			0	
LOCAL SALES			0	
STATE SALES			0	
INTEREST			0	
BOND PROCEED			0	
OTHER			0	
TOTAL			0	
2013-2014				
PROPERTY				0
LOCAL SALES				0
STATE SALES				0
INTEREST				0
BOND PROCEED				0
STATE GRANT				0
TOTAL				0
ENDING BALANCE	\$0	\$0	\$0	\$0

Balance required for debt service and additional redevelopment projects.

Village of Arlington Heights
 Additional T.I.F. II Information
 Fiscal 2011 Annual Report

Initial Equalized Assessed Valuation	\$0
Current Equalized Assessed Valuation (2009)	0
Incremental revenues generated from 2009 EAV	0
Incremental revenues generated from previous year EAV	0
	<hr/>
Annual Change	\$0
	=====

Breakdown of change by taxing district:

Cook County & Forest Preserve	0
Metropolitan Reclamation District of Greater Chicago	0
Municipality	0
School District(s)	0
Park District(s)	0
Other	0
	<hr/>
Total	0
	=====

TIF II

<u>2009</u>	<u>Rate</u>	<u>2008</u>	<u>2009</u>	<u>Variance</u>
0	Cook Cty	106,610	-	(106,610)
0	MSD	57,652	-	(57,652)
0	Mun	245,248	-	(245,248)
0	Schools	1,063,810	-	(1,063,810)
0	Park	86,706	-	(86,706)
0	Other	15,328	-	(15,328)
<u>0.000</u>		<u>1,575,354</u>	-	<u>(1,575,354)</u>

- - 2009 EAV

- - Base

- - Increase from Base

ATTACHMENT I

(TIF II)

I, Becky Hume, Village Clerk, do hereby certify that the Village of Arlington Heights, County of Cook, State of Illinois, did not issue any obligations between May 1, 2010 and April 30, 2011, in Tax Increment Financing District Number II.

October 25, 2011



Becky Hume
Village Clerk

ATTACHMENT M

(TIF II)

Intergovernmental Agreements



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Village of Arlington Heights	State Contract	Day Labor	Local Contract X	RR Force Account
Section 09-00192-00-PK	Fund Type STA		ITEP Number	

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-282-10	CMM-9003(539)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name US Route 14 (Northwest Highway) Route US 14 Length _____
 Termini Dunton Avenue and Evergreen Avenue

Current Jurisdiction Commuter Rail Division of Regional Transportation Authority (METRA) Existing Structure No N/A

Project Description

The project is sheltered bicycle parking in Downtown Arlington Heights. As part of the shelter the Village is also planning to include solar panels (non-participating) on the roof of the shelter. The proposed shelter is on Metra property which the Village has a lease agreement with. Metra is in process of adding additional bicycle parking.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	112,000	(*)	()	()	28,000	(BAL)	140,000
Non-Participating Construction **	()	()	()	()	25,000	(100)	25,000
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 112,000		\$		\$ 53,000		\$ 165,000

* Maximum FHWA (STA) Participation 80% not to exceed \$112,000.00.

**Non-Participating Construction includes but is not limited to solar panel.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

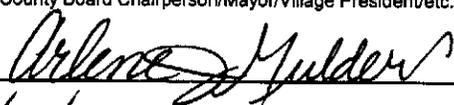
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map and Number 2 First Amendment to Intergovernmental Lease Agreement

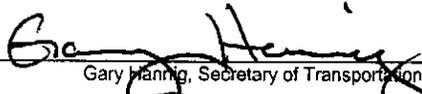
(Insert addendum numbers and titles as applicable)

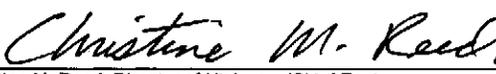
The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Arlene J. Mulder
 Title Mayor
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 1/7/10
 TIN Number 36-6005774

APPROVED

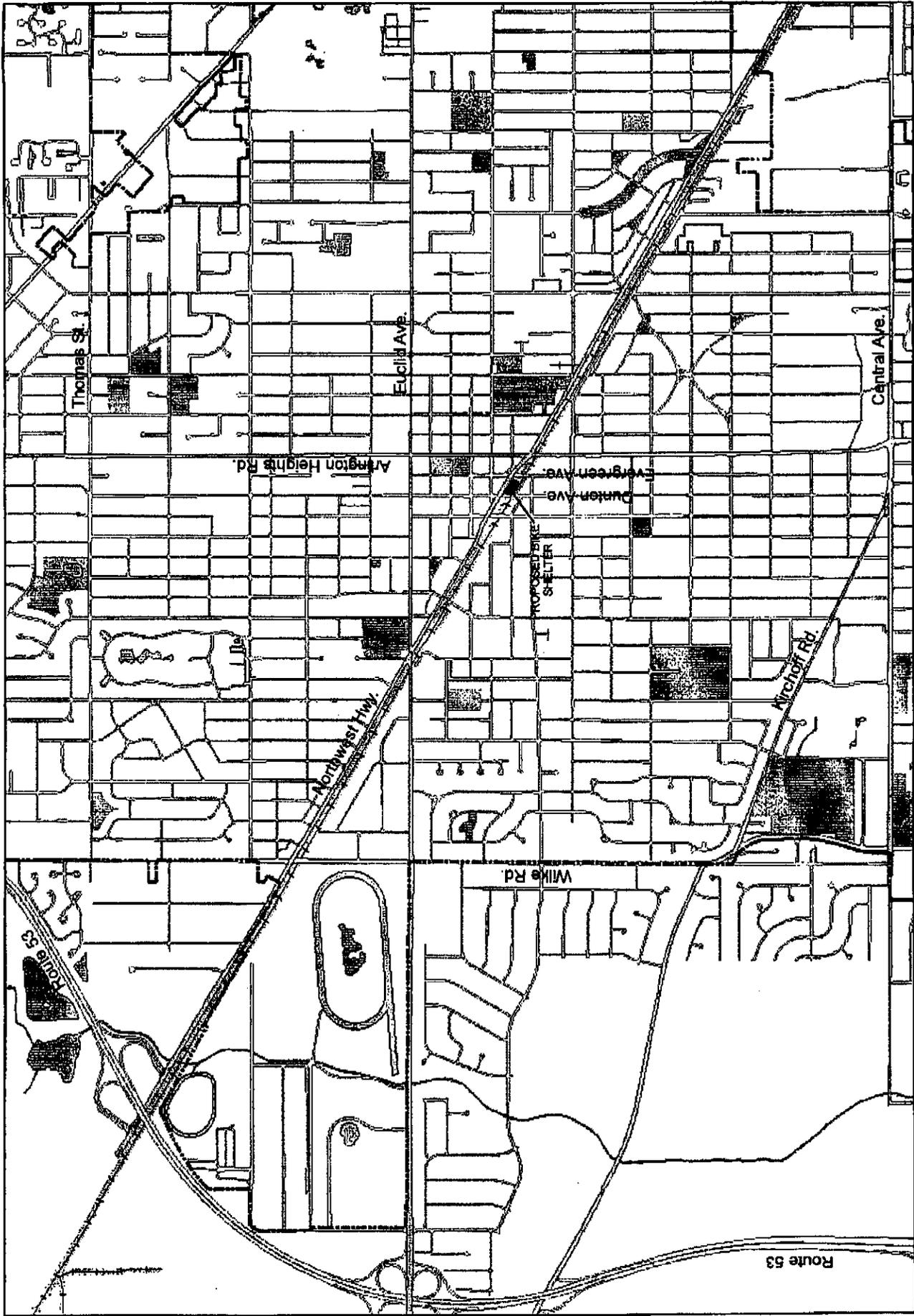
State of Illinois, Department of Transportation

Gary Hannig, Secretary of Transportation
 3/21/10
 BY: William R. Frey, Deputy Director of Highways Date
(Delegate's Signature)

 03.18.10
Christine M. Reed, Director of Highways/Chief Engineer Date

N/A
Ellen J. Schanzle-Haskins, Chief Counsel Date

N/A
Ann L. Schneider, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



VILLAGE OF ARLINGTON HEIGHTS - GREEN BIKE FACILITY

Legal 2

ADDENDUM #2

FIRST AMENDMENT TO INTERGOVERNMENTAL LEASE AGREEMENT

This First Amendment, dated this 20th day of April 2009, shall amend and modify the Intergovernmental Lease Agreement entered into September 4, 2001 ("Agreement") by and between the Village of Arlington Heights, an Illinois municipal corporation ("Village") and the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"). To the extent the provisions of the Agreement are in conflict with the provision of this Amendment, the provision of this Amendment shall control. Metra and Village are hereafter sometimes individually referred to as "Party" and jointly referred to as the "Parties."

RECITALS

- A. The Parties entered into the Agreement to lease the Subject Property, September 4, 2001.
- B. The Agreement restricts the use of the Subject Property, "...for the sole purpose of maintaining an open space or a park according to plans submitted to and approved by Metra...."
- C. The Village has requested, at its sole cost and expense, to construct and install a bike shelter on the Subject Property substantially as delineated on Exhibit A-1, attached to and made a part of this Amendment.
- D. Metra desires to grant its consent allowing the Village to construct, install and maintain the bike shelter on the Subject Property.

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein and the foregoing Recitals, which are hereby incorporated into this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Metra and the Village agree to revise and amend the Agreement as follows:

1. Exhibit A-1, attached to and made a part of this Amendment shall be attached to and made a part of this Agreement
2. SECTION TWO A shall be modified by inserting the following sentence between the second sentence ending in, "... in a timely manner." and the third sentence beginning with "Should the site be developed....":

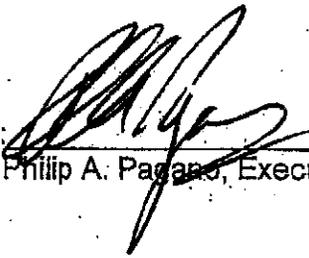
"The Village may, at its sole cost and expense, construct, install, and maintain throughout the term of this Agreement, a bike shelter and appurtenant improvements substantially as delineated on Exhibit A-1 attached to and made a part of this Agreement."

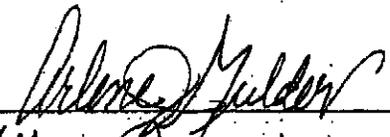
3. Capitalized terms, not otherwise defined herein, shall have the same meanings ascribed to them in the Agreement. The remaining terms, covenants, provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

THE VILLAGE OF ARLINGTON
HEIGHTS:

By: 
Philip A. Pagano, Executive Director

By: 
Its: Village President

