

**PUBLIC NOTICE**

**IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT**

**THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION  
WILL BE HELD ON MONDAY, JANUARY 4, 2016 AT 6:30 P.M.  
IN THE BOARD ROOM, WHEELING VILLAGE HALL,  
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS  
CHAIRPERSON DEAN S. ARGIRIS PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** Special Meeting of September 8, 2015
- 5. IN CONSIDERATION OF A CLASS J LIQUOR LICENSE**  
  
Kolssak Funeral Home, Ltd.  
189 S. Milwaukee Avenue
- 6. ADJOURNMENT**

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99.***

***IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***

**PUBLIC NOTICE**  
**IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND**  
**ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT**

**THE REGULAR MEETING**  
**OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING**  
**WILL BE HELD ON MONDAY, JANUARY 4, 2016 IMMEDIATELY FOLLOWING THE**  
**SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION**  
**IN THE BOARD ROOM, WHEELING VILLAGE HALL,**  
**2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS**  
**VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND**  
**CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON**  
**THE MATTERS CONTAINED IN THE FOLLOWING:**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL FOR ATTENDANCE**
4. **APPROVAL OF MINUTES**           Regular Meeting of December 7, 2015
5. **CHANGES TO THE AGENDA**
6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**  
**Proclamation:**     [Martin Luther King Day of Service – January 18, 2016](#)  
**Proclamation:**     [William Benson Day – January 5, 2016](#)
7. **APPOINTMENTS AND CONFIRMATIONS**
8. **ADMINISTRATION OF OATHS**  
  
Jamie Dunne, Police Chief
9. **CITIZEN CONCERNS AND COMMENTS**
10. **STAFF REPORTS**
11. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
  - A. **Ordinance** [Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Specifically Section 4.32.085, to Increase the Number of Class J Licenses Authorized to Be Issued by the Village](#)
  - B. **Resolution** [Authorizing a Fifth Amendment to the Village Manager’s Employment Agreement](#)
  - C. **Ordinance** [Declaring as Surplus and Authorizing the Disposition of Personal Property Owned by the Village of Wheeling](#)

D. [Resolution Authorizing and Directing the Village Manager to Execute a Service Provider Contract Renewal with Municipal GIS Partners, Inc. for GIS Support Services in FY 2016 as Part of the Ongoing GIS Consortium Initiative](#)

12. **OLD BUSINESS** NONE

13. **NEW BUSINESS** All listed items for discussion and possible action

A. [Resolution Approving New General Fund Surplus and Stormwater Fund Policies and Revisions to the Existing Capital Equipment Replacement Fund \(CERF\) and Debt Policies](#)

B. [Resolution Authorizing Acceptance of the Suburban Purchasing Contract for the Purchase of Six \(6\) 2016 Ford Utility Police Interceptor SUV's from Currie Motors](#)

C. [Two \(2\) Ordinances Granting a Variation and Approvals for a Religious Assembly Use, 345 N. Wolf Road](#)

1. **Ordinance** Granting a Variation from Title 19, Zoning, of the Wheeling Municipal Code, to Reduce the Required Minimum Size of the Principal Building of a Religious Assembly Use, 345 N. Wolf Road [Docket No. 2015-11A]

2. **Ordinance** Granting Special Use – Site Plan Approval for a Religious Assembly, 345 N. Wolf Road [Docket No. 2015-11B]

D. [Ordinance Authorizing a Redevelopment Agreement between the Village of Wheeling and Consolidated Commercial Properties, LLC in Regard to a Parking Lot Development Comprising a Part of the Crossroads \(Central Business District\) TIF District and Authorizing the Transfer of Title to Certain Real Property Owned by the Village to Consolidated Commercial Properties, LLC, in Relation Thereto](#)

E. [Resolution Authorizing Change Order No. 1 & Final to the Construction Contract with A-Lamp Concrete for the 2015 Motor Fuel Tax \(MFT\) Street Improvement Program](#)

F. [DISCUSSION RE: Community Development Department Strategic Plan Projects](#)

14. **OFFICIAL COMMUNICATIONS**

15. **APPROVAL OF BILLS** December 17–30, 2015

16. **EXECUTIVE SESSION**

17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

18. **ADJOURNMENT**

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99  
IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,  
SUCH AS A SIGN LANGUAGE INTERPRETER,  
PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***



**Martin Luther King, Jr. Day of Service  
January 18, 2016**

**WHEREAS**, Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

**WHEREAS**, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

**WHEREAS**, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Services with leading this effort; and

**WHEREAS**, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr. to serve their neighbors and communities on the King Holiday; and

**WHEREAS**, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

**WHEREAS**, the King Day of Service offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

**WHEREAS**, King Day of Service projects are being organized by a wide range of non-profits, private businesses, and other organizations across the nation; and

**WHEREAS**, citizens of Wheeling have an opportunity to participate in events throughout Northern Illinois on the King Day of Service, as well as to create and implement community service projects where they identify the need;

**NOW, THEREFORE**, I, Dean Argiris, President of the Village of Wheeling, proclaim the Martin Luther King, Jr., Holiday as a Day of Service in Wheeling, and call upon the people of Wheeling to pay tribute to the life and works of Dr. Martin Luther King, Jr. through participation in community service projects, on Martin Luther King Day and throughout the year.

**DATED** at the Village of Wheeling this 4<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
**Dean S. Argiris, Village President**

**ATTEST:**

\_\_\_\_\_  
**Elaine E. Simpson, Village Clerk**





VILLAGE OF WHEELING PROCLAMATION

## William Benson Day – January 5, 2016

**WHEREAS**, William Benson began his employment as a Police Officer with the Wheeling Police Department on July 1, 1986, was promoted to Sergeant on October 25, 1996, was promoted to Commander on June 1, 2002, was promoted to Deputy Chief on October 23, 2006, and was promoted to Chief on April 5, 2010; and

**WHEREAS**, through the years William Benson has held assignments as a Patrol Officer, K-9 Officer, Field Training Officer, Youth Officer, Gang Crime Officer, Detective, Patrol Sergeant, Planning Training Research Sergeant, Support Services Division Accreditation Manager, CALEA Assessor, Investigation Division Commander, Deputy Police Chief, and Police Chief; and

**WHEREAS**, throughout his career William Benson has dedicated himself to making Wheeling a safer place to live and work; and

**WHEREAS**, after 29 years of dedicated service with the Wheeling Police Department, William Benson is retiring;

**NOW THEREFORE, I, Dean Argiris, President of the Village of Wheeling**, do hereby proclaim January 5, 2016, as “William Benson Day” in the Village of Wheeling in recognition and appreciation of his many years of dedicated service to the community and the Police Department.

**DATED** at the Village of Wheeling this 4<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Dean S. Argiris, Village President

**ATTEST:**

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk



**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):**   #11.A.    
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:**     January 4, 2016

**TITLE OF ITEM SUBMITTED:**   Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Specifically Section 4.32.085, to Increase the Number of Class J Licenses Authorized to Be Issued by the Village

**SUBMITTED BY:**                 Jon A. Sfondilis, Village Manager

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Amends the Municipal Code to change the permitted number of Class J liquor licenses. This ordinance is occasioned by the Liquor Control Commission’s consideration of a request from Kolssak Funeral Home for a Class J liquor license, also scheduled for January 4, 2016.

**BUDGET<sup>2</sup>:**                         N/A

**BIDDING<sup>3</sup>:**                        N/A

**EXHIBIT(S) ATTACHED:**        Memorandum, Ordinance

**RECOMMENDATION:**             Approval

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Jon Sfondilis, Village Manager  
**FROM:** Martin Seay, Executive Secretary  
**DATE:** December 31, 2015  
**RE:** Ordinance authorizing a new Class J liquor license

**EXECUTIVE SUMMARY**

On January 4, the Liquor Control Commission will consider will consider granting a Class J liquor license to Kolssak Funeral Home. If the Commission grants the requested license, staff recommends that the Board of Trustees amend the municipal code to increase the number of authorized Class J liquor licenses from zero to one.

On January 4, the Liquor Control Commission will consider will consider granting a Class J liquor license to Kolssak Funeral Home, a funeral establishment located at 189 South Milwaukee Avenue. Immediately following the Liquor Control Commission hearing, the Board of Trustees will be asked to approve an ordinance (attached) authorizing the creation of a new Class J liquor license. The ordinance will be on the consent agenda; if the Liquor Control Commission chooses not to grant the requested license, this ordinance should be removed from the consent agenda and tabled or voted down.

As you know, the Board of Trustees passed an ordinance creating the new Class J license on December 21 at the request of the Kolssak Funeral Home; this would be the first license of this type issued in Wheeling. With the approval of this ordinance, the total number of liquor-licensed establishment of all types would increase to 49 (see attached).

Staff generally places ordinances creating new liquor licenses on the agendas of meetings that follow license approvals by the Liquor Control Commission, but based on the applicant's desire to move forward expeditiously and the fact that the Board of Trustees has already extensively discussed this matter, staff has scheduled these items for action on the same night.

If you have questions or concerns regarding this matter, please let me know.

## Current Wheeling Liquor Licenses

January 4, 2016

A-1 Liquors	D	50 N. Wolf Road
Andy's Dam Inn	B-V	1000 S. Milwaukee Avenue
Arturo's Mexican Grill	A	34 N. Elmhurst Road
B&L Liquors & PS Pub	C-V	767 W. Dundee Road
• B&L Liquors & PS Pub	D-4	767 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Buca Di Beppo	A	604 N. Milwaukee Avenue
Carnicerias Jimenez	D-3	550 W. Dundee Road
Chipotle Mexican Grill	B	1572 W. Lake Cook
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
Deka Restaurant	A-V	401 E. Dundee Road
Golden Chef	A	600 S. Milwaukee Avenue
Jazz Café, Inc.	A	250-252 McHenry Rd.
Jeffrey Lanes	C-V	125 N. Wolf Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Krystyna's Market	D-2	835 W. Dundee Road
Las Islas Marias	B	784 W. Dundee Road
Liquor Barn	D	267-283 E. Dundee Rd.
Liquor Island	D	1750 W. Hintz Road
Market Square	A-V	600 W. Dundee Road
Mom & Dad Pantry	D-2	11 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Pete Miller's Steakhouse	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place -Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place -Fresh Farms	N-V	255 E. Dundee Road
Stella's Place -Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue
Taqueria Alamo	C	56 & 58 N. Wolf Road
TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue
Twin Peaks	A	781 N. Milwaukee Avenue

Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
Wingstop	B-1	280 E. Dundee Road
XO Restaurant	A-1	1057 Lake Cook Road

**ORDINANCE NO. \_\_\_\_\_**

**An Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Specifically Section 4.32.085, to Increase the Number of Class J Licenses Authorized to Be Issued by the Village**

**WHEREAS**, the Village and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934, (235 ILCS 5/4-1, *et seq.*), to provide for the control, management and licensing of the sale of alcoholic beverages within the corporate boundaries; and

**WHEREAS**, the Village has determined it is necessary and desirable to increase the number of Class J licenses from zero (0) to one (1); and

**WHEREAS**, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the Ordinance as herein amended;

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

**Section A**

Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Section 4.32.085, “Authorization of Licenses” is hereby amended, and as amended, shall read and provide as follows:

4.32.085 Authorization of licenses.

(a) The following licenses are authorized to be issued:

TABLE INSET:

Class A	14
Class A-V	3
Class A-1	1
Class A-1-V	0
Class B	3
Class B-V	2
Class B-1	2
Class B-1-V	0
Class C	2
Class C-V	2
Class D	4
Class D-1	0
Class D-2	6
Class D-3	1
Class D-4	7
Class E	1
Class E-V	1
Class F	0

Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	<del>0</del> <u>1</u>
Class K	Unlimited
Class L	Unlimited
Class M	1
Class M-1	0
Class N	0
Class N-V	3 Maximum
Class O	1

Any licensee holding a valid Class B or Class C license shall have the privilege of upgrading such license to either a Class A or a Class B status.

If the licensee in the premises meets approval of any such upgrading of a license, the license shall be designated as an A-B or B-C license, as the case may be, and shall entitle the licensee to all of the privileges of the higher-class license at the premises subject thereto. Such upgrading shall require the payment of any higher fee required for the issuance of the higher class license for each year in which the upgraded licenses shall be classified in the original class under which it was initially issued.

(b) Upon any license becoming forfeited, void or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one.

**Section B**

Those sections, paragraphs and provisions of Chapter 4.32, "ALCOHOLIC LIQUOR DEALERS," of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted; and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than expressly amended or repealed in Section A of this Ordinance.

**Section C**

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

**Section D**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_, that Ordinance No. \_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

President Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Hein \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

Published in pamphlet form on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by order of the Corporate Authorities of the Village of Wheeling.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #11.B**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** Monday, January 4, 2016

**TITLE OF ITEMS SUBMITTED:** A Resolution Authorizing a Fifth Amendment to the Village Manager's Employment Agreement

**SUBMITTED BY:** James V. Ferolo, Village Attorney

**BASIC DESCRIPTION OF ITEM:** This Resolution authorizes the Village President and Clerk to execute a Fifth Amendment to the Village Manager's Employment Agreement authorizing a salary increase.

**EXHIBIT(S) ATTACHED:** Resolution and Fifth Amendment to the Village Manager's Employment Agreement

**RECOMMENDATION:** Submitted for Approval

**SUBMITTED FOR APPROVAL:** Village Attorney

RESOLUTION NUMBER 16- \_\_\_\_\_

**A RESOLUTION AUTHORIZING A FIFTH AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

**WHEREAS**, Jon Sfondilis executed an Employment Agreement (the "ORIGINAL AGREEMENT") in 2010 to serve as the Village Manager of the Village of Wheeling; and

**WHEREAS**, the Village Board finds that it is necessary and in the best interests of the Village to further amend the Original Agreement on order to reflect a salary increase to go into effect as of January 1, 2016.

**NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President and Village Clerk are authorized to execute the Fifth Amendment to the Village Manager's Employment Agreement attached hereto.

Trustee \_\_\_\_\_ moved, seconded by Trustee

\_\_\_\_\_ that Resolution No. 16 - \_\_\_\_\_ be adopted.

President Argiris \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Hein \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

## **FIFTH AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT**

**THIS FIFTH AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT**, is made and entered into this \_\_\_\_\_ day of January, 2016, by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter called "EMPLOYER" or "Corporate Authorities of the Village"), and Jon Sfondilis (hereinafter called "EMPLOYEE"); and

**WHEREAS**, in 2010 the EMPLOYER and EMPLOYEE entered into an Employment Agreement (hereinafter the "Original Agreement") through which EMPLOYEE became the Village Manager of the Village of Wheeling; and

**WHEREAS**, Original Agreement has been amended on four occasions to date to reflect annual salary increases and contractual modifications; and

**WHEREAS**, EMPLOYEE and EMPLOYER desire to further amend the Original Agreement with said amendment effective January 1, 2016; and

**WHEREAS**, the Original Agreement, as amended, is further amended as follows:

**NOW, THEREFORE, IN CONSIDERATION OF** the making of mutual covenants and promises set forth in the Agreement, the parties agree as follows:

1. Salary. Section 5 of the Original Agreement, as amended, is hereby modified to increase the base salary stated therein from One Hundred Seventy One Thousand One Hundred Fifty Dollars (\$171,150.00) to One Hundred Seventy Six Thousand Two Hundred Eighty Four Dollars and 50/100 (\$176,284.50), with said increase to be effective January 1, 2016.
2. Terms of Original Agreement as Amended. All terms contained in the Original Agreement, as amended, between EMPLOYEE and EMPLOYER not expressly modified by this Fifth Amendment shall remain valid and in full force and effect.

**IN WITNESS WHEREOF**, the Village of Wheeling, pursuant to the authority granted by the passage of a Resolution by its Board of Trustees, has caused this Fifth Amendment to the Village Manager's Employment Agreement to be executed by the Village President and attested by the Village Clerk and Jon Sfondilis on the respective dates set forth below.

**JON SFONDILIS**

**VILLAGE OF WHEELING**

By: \_\_\_\_\_  
Jon A. Sfondilis

By: \_\_\_\_\_  
Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Notary Public

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# VILLAGE OF WHEELING

## LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S):** #11.C  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Declaring as Surplus and Authorizing the Disposition of Personal Property Owned by the Village of Wheeling

**SUBMITTED BY:** Mark Janeck, Director of Public Works

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** The ordinance authorizes the disposition of numerous streetlight-pole-mounted incandescent silhouettes with garland (including snowflakes, lanterns, wreaths, soldiers, and snowmen) as well as outdoor plastic holiday decorations (such as nutcrackers, candy canes, drummers, and snowmen) currently being stored at the Public Works facility; these decorations are damaged and discolored and have not been utilized in the past 5–10 years. Additionally, this ordinance declares as surplus a used Apple iPhone 6 that has had Village data removed.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memorandum and Ordinance

**RECOMMENDATION:** N/A

**SUBMITTED FOR BOARD CONSIDERATION:** Village Manager

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** Mark Janeck, Director of Public Works  
**DATE:** December 30, 2015  
**SUBJECT:** Surplus Property

**EXECUTIVE SUMMARY**

Please find below photographs of numerous streetlight-pole-mounted silhouettes with garland (snowflakes, lanterns, wreaths, soldiers, and snowmen) and outdoor plastic holiday decorations that are damaged and discolored and have not been used in the past 5–10 years; the attached ordinance declares these items surplus and authorizes their disposition. The ordinance also authorizes the disposition of one (1) Apple iPhone 6 (not pictured) that has had Village data removed.



Snowflake



Snowflake



Lantern



Lantern



Wreath with Candles



Streetlight Soldier



Snowman (above) / Candy Canes (below)



Plastic Soldier (above) / Drummer (below)



## Snowman



The used iPhone 6 has no intrinsic value to the Village as a frontline or spare asset, and will be sold to the retiring Police Chief at the fair market value of a comparable used device.

**ORDINANCE \_\_\_\_\_**

**AN ORDINANCE DECLARING AS SURPLUS AND AUTHORIZING THE  
DISPOSITION OF PERSONAL PROPERTY OWNED BY  
THE VILLAGE OF WHEELING**

**WHEREAS**, in the opinion of the corporate authorities of the Village of Wheeling, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property hereinafter described; and

**WHEREAS**, it has been determined by the President and Board of Trustees of the Village of Wheeling that said property should be donated to local entities or disposed of properly; and

**NOW, THEREFORE, BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

SECTION ONE: Pursuant to Section 5/11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, Ch. 65, the Board finds that the following described personal property:

- Thirty (30) Street Light Pole-Mounted Incandescent Silhouette Snowflakes with Garland (5 ft. height)
- Ten (10) Street Light Pole-Mounted Incandescent Silhouette Lanterns (6 ft. height)
- Four (4) Street Light Pole-Mounted Incandescent Silhouette Wreaths with Candles (4 ft. height)
- Three (3) Street Light Pole-Mounted Incandescent Silhouette Soldiers (7 ft. height)
- Two (2) Street Light Pole-Mounted Incandescent Silhouette Snowmen (6 ft. height)
- Twenty-two (22) Outdoor Plastic Nutcrackers (~3.5 ft. height)
- Fifteen (15) Outdoor Plastic Candy Canes (~3ft. height)
- Six (6) Outdoor Plastic Drummers (~2.5 ft. height)
- Two (2) Outdoor Plastic Snowmen (~3 ft. height)
- One (1) Apple iPhone 6, Space Gray, 16gb, Model A1549, Serial No. 3544090655330010

currently owned by the Village, is no longer necessary or useful to the Village, and it is in the best interest of the Village that said property be properly disposed of.

SECTION TWO: Pursuant to said Section 5/11-76-4, the Village Manager or his designee is hereby authorized and directed to seek a not-for-profit, non-profit, or charity to receive the property, or to dispose of said property in any way he finds appropriate.

SECTION THREE: Upon the disposal of the property or the provision of the property to a chosen entity as described above, the Village Manager is hereby authorized and directed to convey and transfer title of the aforesaid property.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage by a majority vote of the corporate authorities and its approval in the manner provided by law.

Trustee \_\_\_\_\_ moved, \_\_\_\_\_ seconded by  
Trustee \_\_\_\_\_, that Ordinance No. \_\_\_\_\_ be passed.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

President Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris, Village President

**ATTEST:**

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Village Attorney

Published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):** #11.D  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** Resolution authorizing and directing the Village Manager to execute a service provider contract renewal with Municipal GIS Partners, Inc for GIS support services in FY2016 as part of the ongoing GIS Consortium initiative

**SUBMITTED BY:** Luca Ursan, Director of Information Technology  


**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Annual renewal of contract with Municipal GIS Partners for GIS (Geographic Information System) support services performed for the Village.

**BUDGET<sup>2</sup>:** Included in 2016 approved budget

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Staff Memo, Resolution, Supplemental Statement of Work for 2016, Service Provider Contract

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Jon A Sfondilis, Village Manager  
**FROM:** Luca Ursan, Director of Information Technology  
**DATE:** December 31, 2015  
**SUBJECT:** Renewal of Contract with Municipal GIS Partners

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**EXECUTIVE SUMMARY**

Annual Renewal of Contract with Municipal GIS Partners for GIS (Geographic Information System) related professional staffing services.

This is a renewal of the annual contract with Municipal GIS Partners for GIS support services. In January 2008, The Village of Wheeling joined the GIS Consortium and started the process to implement a Geographic Information System (GIS). The GIS has proven to be a very wise investment for the Village. The digital mapping information is a tremendous tool used daily by the Village staff and the residents and businesses of the Village of Wheeling through the Village's website tool called MapOffice. Municipal GIS Partners is the GIS Consortium's selected service provider. As a member of the GIS Consortium, made up of 31 municipalities, Wheeling needs to comply with the Consortium's vendor selection. The GIS Consortium board performs a service provider evaluation every 3 years and a Request For Proposal (RFP) process takes place prior to a vendor selection. Municipal GIS Partners has been the service provider for the GIS Consortium since 1990 and has been re-selected numerous times during this period as the best vendor for these services. The Village staff is in full agreement with the GIS Consortium's guidelines and vendor selection and therefore recommends that the Village approve the renewal of this contract and supplemental statement of work.

The 2016 approved budget includes funding to support the Geographic Information System (GIS) as part of the Village of Wheeling's ongoing GIS Consortium initiative, of which \$132,704.10 will be used for professional GIS support services provided by Municipal GIS Partners. Please include the attached resolution on the Agenda for the next Village Board Meeting.

If you have questions or concerns regarding this matter, please let me know.



Luca Ursan

RESOLUTION NO. 16 - \_\_\_\_\_

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO EXECUTE A SERVICE PROVIDER CONTRACT RENEWAL WITH MUNICIPAL GIS PARTNERS, INC. FOR GIS SUPPORT SERVICES IN FY2016 AS PART OF THE ONGOING GIS CONSORTIUM INITIATIVE**

**WHEREAS**, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the President and Board of Trustees of the Village have reviewed the Geographic Information System (GIS) Consortium Service Provider Contract Renewal, between the service provider Municipal GIS Partners and the Village of Wheeling, and is authorizing the Village to expend funds for the GIS services; and

**WHEREAS**, the President and Board of Trustees have determined that it is in public interest to execute the attached contract and supplemental statement of work;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS** that the Village Manager is hereby authorized and directed to execute the attached GIS Consortium Service Provider Contract and Supplemental Statement of Work on behalf of the Village of Wheeling.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_ that Resolution No. 16-\_\_\_\_\_ be adopted.

Trustee Brady _____	Trustee Hein _____
Trustee Krueger _____	Trustee Lang _____
Trustee Vito _____	Trustee Vogel _____
President Argiris _____	

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

## **Supplemental Statement of Work**

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated January 1, 2015 (the “**Contract**”) between the Village of Wheeling, an Illinois municipal corporation (the “**Municipality**”) and Municipal GIS Partners, Incorporated (the “**Consultant**”), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2016 (“**SOW**”):

**1. Description of Additional Services:**

No additional services beyond such Services described in any previously approved SOWs to the Contract are added by this SOW.

**2. Project Schedule/Term:**

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on January 1, 2016 and remain in effect for one (1) year.

**3. Projected Utilization:**

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2016 and ending December 31, 2016 is set forth in this SOW as follows:

- A. 1151 hours of GIS Specialist
- B. X hours of GIS/RAS Specialist
- C. 115 hours of GIS Coordinator
- D. 115 hours of GIS Analyst
- E. 66 hours of GIS Platform Administrator
- F. 66 hours of GIS Application Developer
- G. 66 hours of GIS Manager

**4. Service Rates:**

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2016 and ending December 31, 2016 is set forth in this SOW as follows:

- A. \$ 75.50 per hour for GIS Specialist

- B.     \$ 79.00 per hour for GIS/RAS Specialist
- C.     \$ 96.10 per hour for GIS Coordinator
- D.     \$ 96.10 per hour for GIS Analyst
- E.     \$ 119.70 per hour for GIS Platform Administrator
- F.     \$ 119.70 per hour for GIS Application Developer
- G.     \$ 119.70 per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers): \$132,704.10.

Total Not-to-Exceed Amount for Services (Figures): one hundred thirty-two thousand seven hundred four dollars and ten cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

***SIGNATURE PAGE FOLLOWS***

*Signature Page to Supplemental Statement of Work*

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of \_\_\_\_\_, 2016.

ATTEST:

**VILLAGE OF WHEELING**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT:**

**MUNICIPAL GIS PARTNERS,  
INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Office Administrator

By: Thomas A. Thomey  
Name: Thomas Thomey  
Its: President

RESOLUTION NO. 15 - 02

**RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO EXECUTE A SERVICE PROVIDER CONTRACT RENEWAL WITH MUNICIPAL GIS PARTNERS, INC. FOR GIS SUPPORT SERVICES IN FY2015 AS PART OF THE ONGOING GIS CONSORTIUM INITIATIVE**

WHEREAS, the Village of Wheeling, Lake and Cook Counties, Illinois (the "Village") is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Geographic Information System (GIS) Consortium Service Provider Contract Renewal, between the service provider Municipal GIS Partners and the Village of Wheeling, and is authorizing the Village to expend funds for the GIS services; and

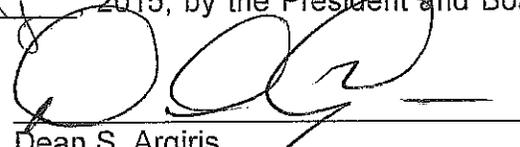
WHEREAS, the President and Board of Trustees have determined that it is in public interest to execute the attached contract;

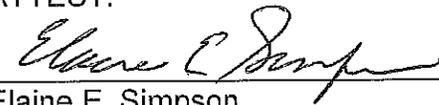
NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS that the Village Manager is hereby authorized and directed to execute the attached GIS Consortium Service Provider Contract on behalf of the Village of Wheeling.

Trustee Vogel moved, seconded by Trustee Lang that Resolution No. 15-02 be adopted.

Trustee Brady	<u>Aug</u>	Trustee Hein	<u>Aug</u>
Trustee Krueger	<u>Aug</u>	Trustee Lang	<u>Aug</u>
Trustee Vogel	<u>Aug</u>	Trustee Uto	<u>Aug</u>
President Argiris	<u>Aug</u>		

Adopted this 12 day of January, 2015, by the President and Board of Trustees of the Village of Wheeling, Illinois.

  
Dean S. Argiris  
Village President

ATTEST:  
  
Elaine E. Simpson  
Village Clerk



## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "*Contract*") made and entered into this 1st day of January, 2015 (the "*Effective Date*"), by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the "*Municipality*"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "*Consultant*").

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium ("*GISC*");

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "*Services*") in connection with the Municipality's geographical information system ("*GIS*");

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* ("*Statement of Work*"), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, a form of which is attached hereto as *Exhibit A*.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or his designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

4.2 Service Rates. The service rates set forth in the Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon thirty (30) days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon sixty (60) days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within ten (10) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

## SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("*Consultant Personnel*") that is fully equipped, licensed as appropriate and

qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. For purposes of this Contract, the term "Consultant" shall be deemed to refer to the Consultant and also to refer to all subcontractors of the Consultant.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities and Equipment. The Municipality shall provide the Consultant with adequate office space, furnishings, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities and equipment include, but are not limited to, the following:

(a) Office space for the Consultant's Personnel and periodic guests. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel and periodic guests;

- (c) A telephone line and phone to originate and receive outside calls;
- (d) A network connection with adequate speed and access to the Internet; and
- (e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all Municipality GIS assets that permit the Consultant to continue services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

## SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "*Municipal Materials*") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "*Third-Party Materials*" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "*GISC Materials*").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at

such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("*Confidential Information*"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; or (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information. For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant

shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. No less than five (5) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**SECTION 11**  
**CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date. Unless expressly excluded by this Contract, the warranty expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto the Municipality.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

**SECTION 12**  
**GENERAL PROVISIONS**

12.1 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.2 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.3 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited

classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.4 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.5 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.6 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.7 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.8 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.9 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.10 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.11 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.12 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.13 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Wheeling  
Luca Ursan  
2 Community Boulevard  
Wheeling IL 60090  
E-mail: lursan@wheelingil.gov

If to Consultant: Municipal GIS Partners, Incorporated  
Thomas A. Thomey  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
E-mail: tthomey@mgpinc.com

12.14 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

By: Elaine E. Simpson  
Name: Elaine E. Simpson  
Its: Village Clerk

VILLAGE OF WHEELING

By: [Signature]  
Name: Tom A. Spodilis  
Its: Village Manager

ATTEST:



CONSULTANT:

MUNICIPAL GIS PARTNERS,  
INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Thomas Thomey  
Its: President

## Attachment 1

### Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The GIS Specialist provides the daily operation, maintenance, and support of the GIS program for the community. The GIS Specialist is responsible for database development and maintenance, map and product development, user training, help-desk, system support, and program documentation.

B. GIS/RAS (Remote Access Service) Specialist provides the same services as the GIS Specialist utilizing equipment hosted by the Consultant.

C. The GIS Coordinator is responsible for the coordination and operation of the GIS program for the community including planning, forecasting, resource allocation and performance management.

D. The GIS Analyst is responsible for providing technical support to the GIS Specialist including trouble-shooting, special projects, and access to GISC shared applications and extensions. The GIS Analyst also supports the development of GISC projects and programs.

E. The GIS Platform Administrator is responsible for developing, managing, and directing the GISC solutions including the data model, databases and centralized software applications offered by the GISC.

F. The GIS Application Developer is responsible for developing, testing, and supporting software applications developed by the GISC for its members.

G. The GIS Manager is responsible for the overall development and implementation of the GISC program based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the "**Board**") of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the "**Proposal**") to the Board for approval every year on or about July 31st. Upon the Board's approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI<sup>1</sup> measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31st:

A. Projected Utilization

1. 1151 hours of GIS Specialist

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<sup>1</sup>For purposes of this Contract, "CPI" shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

2.   X   hours of GIS/RAS Specialist
3.  115  hours of GIS Coordinator
4.  115  hours of GIS Analyst
5.   80  hours of GIS Platform Administrator
6.   80  hours of GIS Application Developer
7.   80  hours of GIS Manager

B. Service Rates

1. \$ 72.40 per hour for GIS Specialist
2. \$ 75.90 per hour for GIS/RAS Specialist
3. \$ 91.80 per hour for GIS Coordinator
4. \$ 91.80 per hour for GIS Analyst
5. \$114.70 per hour for GIS Platform Administrator
6. \$114.70 per hour for GIS Application Developer
7. \$114.70 per hour for GIS Manager

Total Not-to-Exceed Amount for Services (Numbers): \$131,946.

Total Not-to-Exceed Amount for Services (Figures): One hundred thirty-one thousand nine hundred forty-six dollars and zero cents.

## Attachment 2

### To GIS Consortium Service Provider Contract

#### Insurance

##### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

# VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

**AGENDA ITEM NO(S): #13.A**

*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Approving New General Fund Surplus and Stormwater Fund Policies and Revisions to the Existing Capital Equipment Replacement Fund (CERF) and Debt Policies

**SUBMITTED BY:** Michael Mondschain

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** As discussed during the FY 2016 budget process, staff has prepared new financial policies for the General and Stormwater Funds and amendments to the existing Capital Equipment Replacement Fund (CERF) and Debt policies. The new and amended policies are intended to strengthen the Village's financial position by addressing long-term funding issues related to pension benefits, stormwater management, capital equipment and debt financing.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memo, Resolution

**RECOMMENDATION:** Staff recommends approval of the resolution.

**SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER**

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



TO: Jon Sfondilis, Village Manager

FROM: Michael Mondschain, Director of Finance

DATE: December 29, 2015

SUBJECT: Financial Policy Additions and Revisions

**EXECUTIVE SUMMARY**

During the FY 2016 budget process, the Village Board expressed interest in having staff review the Village's existing financial policies and recommend changes where necessary. Per the Board's direction, staff has prepared new General Fund Surplus and Stormwater Fund policies and has amended the Village's existing Capital Equipment Replacement Fund and Debt policies. The new and amended policies are intended to provide guidance to staff and the Village Board with respect to these financial issues.

As directed by the Village Board, attached are recommended General Fund Surplus and Stormwater Fund policies, and amendments to the Village's existing Capital Equipment Replacement Fund and Debt policies. Each policy is intended to strengthen the Village's financial position by addressing long-term funding issues related to pension benefits, stormwater management, capital equipment and debt financing.

Attachment A includes the following:

1. A proposed General Fund Surplus policy which defines when a surplus exists and requires the Village Board to consider using it to reduce the Village's long-term liabilities to the pension funds and/or the Capital Equipment Replacement Fund.
2. A proposed Stormwater Fund policy which describes the purpose of the Fund and requires the Village to earmark 75% of stormwater fee revenue for capital projects and 25% for operating purposes.
3. An amended Capital Equipment Replacement Fund which encourages the Village Board to make the full annual contribution to the Fund but requires a minimum contribution of 75% of the annual required contribution (as calculated by the Director of Finance).
4. An amended Debt Policy which provides additional guidance to staff and the Board with respect to how, when and for what purpose the Village may issue debt.

Staff recommends Board approval of the each of these policies. Please include this item on the Village Board's agenda for Monday, January 4, 2016.

**RESOLUTION 16 - \_\_\_\_\_**

**APPROVING NEW GENERAL FUND SURPLUS AND STORMWATER FUND POLICIES AND REVISIONS TO THE EXISTING CAPITAL EQUIPMENT REPLACEMENT FUND (CERF) AND DEBT POLICIES**

WHEREAS, it is in the best interests of the Village of Wheeling to have strong financial policies that reflect the policy preferences of the Village Board; and

WHEREAS, the Village's financial policies provide guidance to both elected officials and staff with respect to day to day decision-making; and

WHEREAS, it is necessary for the Village Board to review its financial policies from time to time and to create new policies or revise existing policies to ensure that they continue to reflect what is in the best interests of the Village's residents and businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that, as described in Attachment A, General Fund Surplus and Stormwater Fund policies are hereby adopted and revisions to the Capital Equipment Replacement Fund and Debt policies are approved and shall be effective with the passage of this resolution.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_, that Resolution No. \_\_\_\_\_ be passed.

President Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of January, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk

## ATTACHMENT A

### GENERAL FUND SURPLUS POLICY (*Proposed*):

At the end of each fiscal year, the Director of Finance shall report the Village's audited year-end fiscal results to the Village Board. A surplus shall be determined to exist when revenues and other financing sources exceed expenditures and other financing uses. Any fiscal year-end surplus that results in the General Fund fund balance exceeding the level required by the Fund Reserves Policy shall be available for allocation to other Funds of the Village.

When the Director of Finance has determined that a surplus existed in the General Fund at year end, the Village Manager shall recommend and the Village Board shall consider contributing some or all of the surplus funds to the pension funds, Capital Equipment Replacement Fund or Other Postemployment Benefits Fund (if one has been established) to reduce the Village's long-term unfunded liabilities. The Village Manager's recommendation shall be based on the advice of the Director of Finance who shall take into consideration the funded status of each Fund and what is in the long-term interest of the Village of Wheeling.

### STORMWATER FUND POLICY (*Proposed*):

The Village's stormwater management system exists to protect the health, safety, and welfare of Wheeling residents from damage to property and local waterways caused by stormwater runoff. Funds necessary to maintain and improve the stormwater system shall be collected from a stormwater utility fee, the proceeds of which shall be used to pay for the cost of maintaining and improving the stormwater management system. Revenue from the stormwater utility fee shall be allocated to the Stormwater Fund and shall not be used for any other purpose.

Seventy-five percent (75%) of the estimated annual proceeds from the stormwater utility fee shall be used to pay for capital projects or to make debt service payments on debt issued for stormwater projects. The remaining twenty-five (25%) shall be used to pay for costs associated with the ongoing maintenance of the stormwater management system.

### CAPITAL EQUIPMENT REPLACEMENT FUND (*Amended by Adding Section 14*):

The Village of Wheeling has established the Capital Equipment Replacement Fund (CERF) to encourage departments to set aside funds each year for the eventual replacement of existing equipment and to avoid significant fluctuations in the operating budget from one year to the next. Each department shall annually contribute to the reserve fund in order to have sufficient funds on hand to replace the item at the end of its useful life. Toward that end, this policy is intended to provide guidance as to how the CERF will operate. The following shall guide how the CERF operates:

1. The Capital Equipment Replacement Fund shall be used only to replace existing equipment owned by the Village. The fund shall not be used to purchase equipment not currently owned by the Village or as a means to circumvent the process for having new equipment approved by the Village Board. Requests for new equipment shall be made as part of the annual operating budget and must be approved by the Village Board before acquisition;
2. Only those items which individually have a replacement cost of more than \$15,000 or groups of similar equipment (e.g. personal computers, bullet proof vests, etc.) which, in the aggregate, exceed \$15,000 shall be included in the CERF. Departments shall include individual items or groups of items with a value of less than \$15,000 in their annual operating budget;
3. The cost of items associated with new vehicles such as vehicle markings, light bars, radios and similar equipment shall be included in the replacement cost of the vehicle;
4. The replacement cost and useful life for each vehicle or technology related equipment will be re-evaluated by the Fleet Services Supervisor or the Director of Information Technology and the

department on an annual basis. This re-evaluation may change the annual amounts that programs contribute for the replacement of each item. The Department Head, in consultation with the Fleet Services Supervisor or the Director of Information Technology, shall determine when a vehicle or equipment is due for replacement. The Village Manager shall have the final say as to when a vehicle or equipment is due for replacement in the event of a dispute between the Fleet Services Supervisor or Director of Information Technology and the department;

5. When CERF equipment is sold, the proceeds of the sale shall be credited to the Fund(s) from which the equipment originated and not to the CERF;
6. Vehicles and equipment shall be depreciated over their useful life. A contribution to the reserve fund shall be set aside in the year the item is replaced but not in the year of purchase;
7. Interest earnings shall be allocated on a pro-rata basis to each item in the fund in order to reduce the total cost of replacement;
8. Departments are encouraged to replace vehicles or equipment only when it is necessary to do so regardless of whether the funds are available in the CERF. The Fleet Services Supervisor or the Director of Information Technology, in consultation with the applicable department, shall annually determine if it is necessary to replace vehicles or technology related equipment. If sufficient funds have been set aside to replace a specific item but it is not necessary to do so, the funds set aside for that item shall be maintained (with no further contributions) in the fund until such time as it needs to be replaced;
9. If a department has set aside funds for replacement of equipment or a vehicle and then determines that the item will not be replaced, the available funds shall be re-allocated to other items within that department. If the funds are not needed for other items within the department, the Director of Finance shall decide how to re-allocate the funds to other departments within the Village;
10. From time to time, departments may be assigned "audit" vehicles which are older vehicles that will not be replaced and for which CERF contributions will not be made. The Fleet Services Supervisor, in consultation with the Department Head, shall recommend that an audit vehicle be assigned to a department when it meets the department's needs and when doing so will help avoid the expense of purchasing a new vehicle. Consideration shall be given to the annual operating cost associated with maintaining the audit vehicle when deciding whether or not to continue using it. The Village Manager shall have the final say in determining whether or not an audit vehicle is assigned to a department.
11. From time to time, departments may be assigned previously used technology related equipment from within their department or another department in the Village. The Director of Information Technology, in consultation with the Department Head, shall recommend that such equipment be assigned to a department when it meets the department's needs and when doing so will help avoid the expense of purchasing new equipment. Consideration shall be given to the annual operating cost of maintaining the used equipment when deciding whether or not to continue using it. The Village Manager shall have the final say in determining whether or not previously used technology is assigned to a department.;
12. The Finance Director shall have the final say in determining the funds available for each item in the CERF and for each department in the aggregate and shall be responsible for ensuring that these numbers tie to the general ledger;
13. Any requests for additions to the fleet or technology inventory will be carefully scrutinized by the Village Manager and Fleet Services Supervisor or Director of Information Technology. When the Village Manager finds it appropriate to add equipment or vehicles to the existing inventory, he shall recommend approval to the Village Board. A report on the replacement of vehicles and

technology related items and the status of the CERF will be prepared on an annual basis and be presented to the Village Manager as part of the budgetary process.

14. The Village shall strive to contribute 100% of the annual required contribution to the Capital Equipment Replacement Fund to ensure that sufficient funds are available in the future to replace equipment without having to incur debt for this purpose. In no event, however, shall the contribution to the Capital Equipment Replacement Fund be less than 75% of the annual required contribution as calculated by the Director of Finance.

**DEBT POLICY (Amended as indicated below):**

- ~~• The Village will issue debt only for capital improvements to the Village infrastructure.~~
- ~~• The Village will not issue debt to finance operating expenditures.~~
- ~~• The Village will publish and distribute an official statement for each bond issue.~~
- ~~• The Village will market its debt through competitive bids whenever possible.~~

***Debt Management Policy (new language)***

**Introduction**

One of the keys to sound financial management is the development of a debt policy. This need is recognized by bond rating agencies, and development of a debt policy is a recommended practice by the Government Finance Officers Association. A debt policy establishes the parameters for issuing debt and managing the debt portfolio. It provides guidance to the administration regarding purposes for which debt may be issued, types and amounts of permissible debt and method of sale that may be used. The following debt policy is intended to demonstrate a commitment to long-term financial planning that will be used in conjunction with the Village's Capital Improvement Program (CIP). Adherence to this policy will help assure maintenance of the Village's strong bond ratings.

**Guidelines for Debt Issuance**

The Village will prepare and update annually a five-year Capital Improvement Program (CIP) to be approved by Village Board. The CIP will be developed with an analysis of the Village's infrastructure and other capital needs, and the financial impact of the debt service required to meet the recommended financing plan. The Village will strive to fund capital projects on a pay-as-you-go basis except where, as recommended by the Director of Finance, it is in the Village's financial interests to issue debt, or debt issuance is justified to achieve intergenerational equity.

Each project proposed for financing through debt issuance will have an analysis performed for review of the impact it will have on the Village's property tax levy and future operating costs associated with the project.

All proceeds from debt issuance for the Village of Wheeling shall be appropriated by the Village Board.

Proceeds from the issuance of debt shall be monitored by the Director of Finance and the Village's arbitrage rebate computation provider with regard to arbitrage liability and shall comply with all applicable federal tax requirements. The Village will coordinate with its investment manager(s) with regard to expected project funds payout so as to maximize investment earnings in light of federal arbitrage requirements and the Village's investment policy.

Long-term debt will be issued to purchase or construct capital improvements or equipment with a minimum expected life of five years. The term of any bond issue will not exceed the useful life of the capital project/facility or equipment for which the borrowing is intended.

The Village will not issue debt to finance operating expenditures and will attempt to avoid issuing short-term debt to provide cash flow for annual operations. Debt issued for cash flow purposes will be limited to

instances where there is reasonable certainty that a known source of revenue will be received in the current fiscal year sufficient to repay the debt or where there is a clear financial emergency.

The Village will comply with all applicable U.S. Internal Revenue Service and U.S. Treasury arbitrage requirements for bonded indebtedness in order to preserve the tax status of tax-exempt bonds.

Bond issues should be planned to minimize the frequency of issuance, thereby ensuring the lowest possible costs of issuance. When determining the size of a bond issue, consideration shall be given to issuance and construction costs, capitalized interest, debt service payments and earnings on unspent bond funds.

The decision to use bond proceeds to pay interest during construction for revenue-producing projects shall be made on a case by case basis and shall be based on an evaluation of the opportunity cost of funds and the availability of other sources of funds to pay interest costs.

## **Method of Sale**

**Competitive** — In a competitive sale, the Village's bonds shall be awarded to the bidder providing the lowest true interest cost as long as the bid adheres in all material respects to the requirements set forth in the official notice of sale.

**Negotiated** —Although the Village prefers the use of a competitive process, the Village recognizes some bonds are best sold through negotiation. In a negotiated sale, the underwriter(s) shall be chosen prior to the sale and the interest rate and underwriter's fees shall be negotiated prior to the sale.

The factors to be considered for a negotiated sale include the following:

- i. Volatility of market conditions
- ii. Size and complexity of the bond sale
- iii. Credit strength
- iv. In the case of a refunding, timing and interest rate sensitivity
- v. Whether the bonds are structured in a manner that is not conducive to competitive sale (e.g. variable rate bonds)

**Private Placement** - From time to time the Village may elect to privately place its debt. Such placement shall only be considered if this method is demonstrated to result in a cost savings to the Village relative to other methods of debt issuance.

## **Constitutional and Statutory Limitations**

As an Illinois Home Rule community, the Village of Wheeling has no statutory debt limit. The Board shall determine the acceptable level of debt outstanding for the Village while adhering to the following self-imposed debt targets:

### **Self-Imposed Debt Targets**

Net tax-supported debt as a percentage of the total equalized assessed value in the Village will not exceed 3%. For all of the Village's self-imposed debt targets, the Village may exclude all or a portion of any bonds, notes or leases that are self-supporting.

Net tax-supported general obligation debt service shall not exceed 15% of General Fund expenditures.

Net tax-supported debt will be structured in a manner such that not less than 50% of the aggregate outstanding tax-supported debt will be retired within ten years; however, the Village shall attempt to structure debt such that 65% of the aggregate outstanding tax-supported debt is retired in 10 years.

### **Types of Debt Issuance**

**General Obligation Debt** - The Village may issue general obligation debt for capital or other properly approved projects. General obligation debt may also be issued to incentivize Tax Increment Financing (TIF) or other economic development projects when repayment of the debt from the revenue generated by the project can be reasonably assured. However, it is the express preference of the Village to issue TIF notes or revenue bonds, rather than general obligation debt, to incentive TIF or other economic development projects to avoid instances where unsuccessful projects become a tax burden for the Village's taxpayers.

**Revenue Debt** - The Village may issue revenue bonds or TIF notes to fund proprietary activities such as water or stormwater utility projects, for tax increment financing projects or for other capital projects that generate adequate revenues from user fees to support operations and debt service requirements. The bonds or notes will include written legal covenants which require that revenue sources are adequate to fund annual operating expenses and annual debt service requirements but shall exclude any language that creates any obligation on the part of the Village, either legally or morally, to pledge its full faith and credit and unlimited taxing power to secure the debt issuance.

Capital leases may be used to purchase buildings, equipment, furniture and fixtures. The term of any capital lease shall not exceed the useful life of the asset leased.

Short-term borrowing may be utilized for interim financing or for other purposes as described below. The Village will determine and utilize the least costly method for short-term borrowing subject to the following policies:

- Bond Anticipation Notes (BANs) may be issued for capital related cash purposes to reduce the debt service during the construction period of a project or to provide interim financing for a project. The BANs shall not mature more than 5 years from the date of issuance.
- Lines of Credit shall be considered as an alternative to other short-term borrowing options.
- Other Short-Term Debt may be used when such instruments provide an interest rate advantage or as interim financing.

The Village shall avoid the issuance of variable rate debt due to the inherent risks associated with it.

Lease financing and master lease obligations, including lease revenue bonds, may be considered as alternative financing structures.

### **Refunding of Debt**

Bonds shall be considered for refunding when the refunding results in aggregate net present value savings to the Village. In determining whether a refunding is advisable, the Village Board shall take into account, among other factors, the level of savings, the call date and final maturity date of the refunded bonds, and projected interest rates relative to historical interest rate levels. The Director of Finance in conjunction with the Village's financial advisor shall have the responsibility to periodically analyze outstanding bond issues to determine whether bonds can be refunded for debt service savings.

**Restructuring**—Refundings for restructuring purposes will be limited to restructuring to alleviate debt service during difficult budgetary years, achieve cost savings, mitigate irregular debt service payments, release reserve funds or remove unduly restrictive bond covenants.

**Term of Refunding Issues**—The Village will refund bonds within the term of the originally issued debt. However, the Village may consider maturity extension, when necessary to achieve a desired outcome, provided that such extension is legally permissible. The Village also may consider shortening the term of the originally issued debt to realize greater savings. The remaining useful life of the financed facility and the concept of inter-generational equity should guide this decision.

**Escrow Structuring**—The Village shall utilize the least costly securities available in structuring refunding escrows. A certificate will be provided by a third party agent stating that the securities were procured through an arms-length, competitive bid process (in the case of open market securities), and that the price paid for the securities was reasonable within Federal guidelines. Under no circumstances shall an underwriter, agent or financial advisor sell escrow securities to the Village from its own account.

**Arbitrage** - The Village shall take all necessary steps to optimize escrows and to avoid negative arbitrage in its refundings. Any resulting positive arbitrage will be rebated as necessary according to Federal guidelines.

### **Credit Enhancements**

The Village may enter into agreements with commercial banks or other financial entities for the purpose of acquiring letters of credit, municipal bond insurance, or other credit enhancements that will provide the Village with access to credit under terms and conditions as specified in such agreements when their use is judged cost effective or otherwise advantageous. Any such agreements shall be approved by the Village Board.

### **Use of Derivatives**

The Village shall not use derivatives in the management of the Village's debt portfolio following the date this policy is adopted by the Board.

### **Investor Relations, Disclosure and Communication**

The Village will maintain communication with bond rating agencies to keep them abreast of its financial condition by providing the Village's Comprehensive Annual Financial Report, annual budget, and Capital Improvement Program to them.

The Village shall prepare appropriate disclosures as required by the Securities and Exchange Commission, the federal government, the State of Illinois, rating agencies, underwriters, investors, agencies, taxpayers, and other appropriate entities and persons to ensure compliance with applicable laws and regulations.

The Village shall endeavor to maintain effective relations with the bond rating agencies and the investment community. The Village Manager, Director of Finance/Treasurer, and the Village's financial advisors shall meet with, make presentations to, or otherwise communicate with the rating agencies on a consistent and regular basis in order to keep the agencies informed concerning the Village's capital plans, debt issuance program, and other financial information.

### **Professional Services**

The Village shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both the Village and the lender or conduit issuer, if any. This includes soft costs or compensation in lieu of direct payments.

**Attorneys** – The Village shall enter into an engagement letter agreement with each law firm representing the Village in a debt transaction except where the firm is under a general appointment or contract to serve as the Village Attorney.

Financial Advisors – The Village shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions. Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance or broker any debt transactions for the Village.

Underwriter(s) – The Village shall select the underwriter(s) for a proposed negotiated sale taking into consideration the underwriter's ability and experience in managing similar transactions, prior knowledge and experience with the Village, capital adequacy, quality and experience of personnel assigned to the Village's engagement, financing ideas presented and underwriting fees. The Village shall require the underwriter to clearly identify itself in writing as an underwriter and not as a financial advisor from the earliest stages of its relationship with the Village with respect to that debt issue. The underwriter must clarify its primary role as a purchaser of securities in an arm's length commercial transaction and that it has financial and other interests that differ from those of the Village.

### **Potential Conflicts of Interest**

Professionals involved in a debt transaction hired or compensated by the Village shall be required to disclose to the Village existing client and business relationships between and among the professionals to a transaction (including but not limited to financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, liquidity or credit enhancement provider, underwriter, counterparty, and remarketing agent) as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Village to evaluate the significance of the relationships.

### **Debt Service Fund Balance**

The fund balance of the Debt Service Fund shall be reserved for the future payment of annual principal and interest payments, which includes general obligation bonds of the Village.

### **Glossary**

**Advance Refunding** - A refinancing transaction in which new (refunding) bonds are issued to repay (refund) outstanding bonds prior to the first call date. The proceeds of the refunding bonds are deposited in an escrow account, invested in government securities, and used to pay debt service (interest, principal and premium, if any) on the refunded bonds through the applicable call date. For accounting purposes, refunded obligations are not considered a part of an issuer's debt.

**Arbitrage** - The difference between the interest paid on tax-exempt securities and the interest earned by investing the security proceeds in higher-yielding taxable securities. IRS regulations govern arbitrage on the proceeds from issuance of municipal securities.

**Bond Anticipation Notes (BANs)** - Notes which are paid from the proceeds of the issuance of long-term bonds. Typically issued for capital projects.

**Callable Bond** - The terms of the bond giving the issuer the right to redeem all or a portion of a bond prior to its stated date of maturity at a specific price, usually at or above par.

**Capital Appreciation Bonds (CAB)** - A long-term security on which the investment return is reinvested at a stated compound rate until maturity. The investor receives a single payment at maturity representing both the principal and investment return.

**Capitalized Interest** - A portion of the proceeds of a bond issue which is set aside to pay interest on the same bond issue for a specific period of time. Interest is commonly capitalized for the construction period of a project.

**Capital Lease** - A contractual agreement whereby the government borrows funds from a financial institution or a vendor to pay for capital acquisition. The title to the asset(s) normally belongs to the government with

the lessor acquiring security interest or appropriate lien therein. In a capital lease, the lessee assumes some of the risks of ownership and enjoys some of the benefits. Consequently, the lease, when signed, is recognized both as an asset and as a liability (for the lease payments) on the balance sheet.

**Certificates of Participation/Debt Certificates** - Documents, in fully registered form, that act like bonds. They count against any debt limit but do not have a tax levy.

**Competitive Sale** - A sale/auction of securities by an issuer in which underwriters or syndicates of underwriters submit sealed bids to purchase the securities. Contrast to a negotiated sale.

**Continuing Disclosure** – Required annually per Federal law. The principle that accurate and complete information material to the transaction which potential investors would be likely to consider material in making investment decisions with respect to the securities be made available on an ongoing basis.

**Coupon Rate** - The annual rate of interest payable on a coupon bond (a bearer bond or bond registered as to principal only, carrying coupons evidencing future interest payments), expressed as a percentage of the principal amount.

**Debt** - Any obligations of the Village for the payment of money issued pursuant to the laws of the State of Illinois.

**Debt Limit** - The maximum amount of debt which an issuer is permitted to incur under constitutional, statutory or charter provision.

**Debt Service** - The amount of money necessary to pay interest on an outstanding debt, the serial maturities of principal for serial bonds, and the required contributions to an amortization or sinking fund for term bonds.

**Debt Service Reserve Fund** - The fund in which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements.

**Double Barreled Bonds (Combination Bonds)** - Also known as general obligation alternate revenue bonds. A bond which is payable from the revenues of a governmental enterprise and are also backed by the full faith and credit of the governmental unit.

**Enterprise Funds** - Funds that are financed and operated in a manner similar to private business in that goods and services provided are financed primarily through user charges.

**Escrow** - A fund established to hold moneys pledged and to be used to pay debt service on an outstanding issue.

**General Obligation Bonds** - Bonds issued by the Village secured by the Village's pledge of its full faith and credit and unlimited taxing power. More commonly, but not necessarily, general obligation bonds are payable from ad valorem property taxes and other general revenues.

**Intergenerational Equity** - Equity or fairness principal that the generation that benefits from a capital improvement should pay for it.

**Legal Debt Margin** - The amount of bonds and certain other interest bearing obligations (other than revenue bonds) that the Village may have outstanding expressed as a percentage of the assessed value of real estate in the Village as of the most recent assessment period.

**Letter of Credit** - A commitment, usually made by a commercial bank, to honor demands for payment of a debt

upon compliance with conditions and/or the occurrence of certain events specified under the terms of the commitment.

**Level Debt Service** - An arrangement of serial maturities in which the amount of principal maturing increases at approximately the same rate as the amount of interest declines.

**Long-Term Debt** - Long-term debt is defined, for purposes of this policy, as any debt incurred whose final maturity is more than three years.

**Maturity** - The date upon which the principal of a municipal bond becomes due and payable to bondholders.

**Negotiated Sale** - A method of sale in which the issuer chooses one underwriter to negotiate terms pursuant to which such underwriter will purchase and market the bonds.

**Net Interest Cost (NIC)** - A method of calculating bids for new issues of municipal securities. The total dollar amount of interest over the life of the bonds is adjusted by the amount of premium or discount bid, and then reduced to an average annual rate. The other method is known as the true interest cost (see "true interest cost").

**Offering Circular** - Usually a preliminary and final document prepared to describe or disclose to investors and dealers information about an issue of securities expected to be offered in the primary market. As a part of the offering circular, an official statement shall be prepared by the Village describing the debt and other pertinent financial and demographic data used to market the bonds to potential buyers.

**Operating Lease** - In an operating lease, the lessor (or owner) transfers only the right to use the property to the lessee. At the end of the lease period, the lessee returns the property to the lessor. Since the lessee does not assume the risk of ownership, the lease expense is treated as an operating expense in the income statement and the lease does not affect the balance sheet.

**Par Value or Face Amount** - In the case of bonds, the amount of principal which must be paid at maturity.

**Parity Bonds** - Two or more issues of bonds which have the same priority of claim or lien against pledged revenues or the issuer's full faith and credit pledge.

**Principal** - The face amount or par value of a bond or issue of bonds payable on stated dates of maturity.

**Private Activity Bonds** - One of two categories of bonds established under the Tax Reform Act of 1986, both of which are subject to certain tests and State volume caps to preserve tax exemption.

**Ratings** - Evaluations of the credit quality of notes and bonds, usually made by independent rating services, which generally measure the probability of the timely repayment of principal and interest on municipal bonds.

**Pay-As-You-Go** - An issuer elects to finance a project with existing cash flow as opposed to issuing debt obligations.

**Present Value** - The current value of a future cash flow.

**Private Placement** - The original placement of an issue with one or more investors as opposed to being publicly offered or sold.

**Rebate** - A requirement imposed by Tax Reform Act of 1986 whereby the issuer of tax exempt bonds must pay the IRS an amount equal to its profit earned from investment of tax-exempt bond proceeds at rates exceeding the tax-exempt borrowing rate. The tax exempt borrowing rate (or "bond yield") is calculated pursuant to the IRS code together with all income earned on the accumulated profit pending payment.

**Refunding Bonds** - A transaction in which the Village refinances an outstanding issue by issuing new (refunding) bonds and using the proceeds to immediately retire the old (refunded) bonds.

**Registered Bond** - A bond listed with the registrar as to ownership, which cannot be sold or exchanged without a change of registration.

**Reserve Fund** - A fund which may be used to pay debt service if the sources of the pledged revenues do not generate sufficient funds to satisfy the debt service requirements.

**Self-Supporting or Self Liquidating Debt** - Debt that is to be repaid from proceeds derived exclusively from the enterprise activity for which the debt was issued.

**Short-Term Debt** - Short-term debt is defined for purposes of this policy as any debt incurred whose final maturity is three years or less.

**Revenue Bonds** - Bonds that are secured by specific revenue pledge rather than the Village's full faith and credit and unlimited taxing power.

**Tax-Exempt Bonds** - For municipal bonds issued by the Village tax-exempt means interest on the bonds are not included in gross income for federal income tax purposes; the bonds are not items of tax preference for purposes of the federal, alternative minimum income tax imposed on individuals and corporations; and the bonds are exempt from taxation by the State of Illinois.

**Tax-Increment Financing Bonds or Notes** - Bonds or notes issued by the Village that are secured by the a pledge of the property tax increment generated by the incentivized project or by some or all of the property tax increment generated by the tax increment financing redevelopment area.

**Tax -Supported Debt** - Debt that is expected to be repaid from the general tax revenues of the Village. This includes general obligation bonds and capital leases.

**Term Bonds** - Bonds coming due in a single maturity.

**True Interest Cost (TIC)** – The most widely used method of calculating bids for new issues of municipal securities. Also known as Canadian Interest Cost. A rate which, when used to discount each amount of debt service payable in a bond issue, will produce a present value precisely equal to the amount of money received by the issuer in exchange for the bonds. The TIC method considers the time value of money while the net interest cost (NIC) method does not.

**Underwriter** - A dealer that purchases new issues of municipal securities from the issuer and resells them to investors.

**Underwriter's Discount** - The difference between the price at which bonds are bought by the Underwriter from the Issuer and the price at which they are reoffered to investors.

**Yield to Maturity** - The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually and assuming that interest paid is reinvested at the same rate.

**Zero Coupon Bond** - A bond which pays no interest, but is issued at a deep discount from par, appreciating to its full value at maturity.

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #13.B**  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing Acceptance of the Suburban Purchasing Contract for the Purchase of Six (6) 2016 Ford Utility Police Interceptor SUV's From Currie Motors

**SUBMITTED BY:** William Benson, Police Chief  
Jamie Dunne, Police Chief Designate

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Resolution authorizing the purchase of six (6) Ford Utility Police Interceptors to satisfy the current vehicle replacement needs of the Police Department.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Memo, Resolution

**SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER**

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** William Benson, Police Chief  
**FROM:** Chuck Spratt, Fleet Services Superintendent  
**DATE:** December 1, 2015  
**SUBJECT:** Vehicle Purchases

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**EXECUTIVE SUMMARY**

Review of the vehicle evaluation process and recommendation to purchase six (6) Ford Utility Police Interceptors to satisfy the Police Department’s current vehicle replacement needs.

During our annual fleet evaluation process in July, we identified three (3) Police vehicles that met or exceeded the minimum replacement criteria set forth in our Vehicle Condition Report and Rating System, and three (3) vehicles that if taken out of service in the second or third quarter of 2016, will have enough useful life to be placed in a secondary position per the recently adopted Non-Public Safety Mission Critical Vehicle Replacement Plan.

As you may remember, each vehicle or piece of equipment is evaluated and rated in seven different categories: age; current miles/hours; type of service; reliability; percentage of maintenance and repair cost versus original purchase price; physical condition and mechanical condition. We utilize a 1 to 5 point system for each category, 1 being excellent and 5 being poor. A vehicle or piece of equipment must achieve a total score of 29 or above to even be considered for replacement.

All six of the Police vehicles I’m recommending for replacement are in Patrol. With these six replacements, the entire Patrol Division Fleet will have been switched over to the new Ford Police Interceptor SUV. These new units have served the Village well since their entry into the fleet in 2012. Overall maintenance costs have equaled or in many cases been lower than the Crown Victorias that were utilized for the past twenty years. With the smaller but more powerful v-six engines, coupled with the new anti-idling systems we’ve installed in all new units, fuel mileage is actually better than with the sedans.

When it comes to winter driving, the new Interceptor SUV's have been able to navigate (without incident) through snow-covered roadways while their rear-wheel-drive Crown Victoria counterparts had great difficulty getting around.

For this order, we are recommending forgoing the factory-installed white wrap on the doors and roof of the vehicle and having just the *doors only* wrapped by our local graphics company. This change will do two things; first, it will lower the wrap cost from the factory charge of \$733 per vehicle to \$500 per vehicle. Secondly, when these vehicles are taken out of front-line service and given secondary assignments, not wrapping the roof will save at least four hours of labor removing the roof wrap prior to re-assignment.

For this replacement cycle, the three vehicles that are being taken out of front-line service and placed in secondary assignments will replace the following:

UNIT #	YEAR	MAKE	MODEL	MILAGE	SCORE
570	2002	Chevrolet	Blazer	55,989	32
A80	2000	Ford	Crown Vic	65,609	33.9
A81	2003	Chevrolet	Impala	69,176	32.7

The other three units will have in excess of 100,000 miles and will be declared surplus and sent to auction.

It is my recommendation that we purchase six (6) 2016 Police Interceptor SUV's through the Suburban Purchasing Cooperative's joint purchasing program (Contract # 152) and the awarded vendor, Currie Motors of Frankfort, Illinois for a not-to-exceed amount of \$162,260.

Please do not hesitate to call me should you have any questions!

Regards,



Chuck Spratt  
Fleet Services Superintendent

Ccs  
Attachments

**RESOLUTION NO. 16-**

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE  
SUBURBAN PURCHASING CONTRACT FOR THE PURCHASE  
OF SIX (6) 2016 FORD UTILITY POLICE INTERCEPTOR SUV's FROM CURRIE  
MOTORS**

**WHEREAS**, six (6) Police Department Patrol vehicles are to be replaced during Fiscal years 2016 and CERF Funds have been designated for this purchase; and

**WHEREAS**, the Suburban Purchasing Cooperative published an invitation to bid and subsequently issued a contract to Currie Motors in Frankfort Illinois for the furnishing of Public Safety approved utility vehicles and sedans meeting the Village of Wheeling specifications; and

**WHEREAS**, the Suburban Purchasing Cooperative encourages municipalities to participate in its equipment contracts to take advantage of favorable bid prices; and

**WHEREAS**, the Village of Wheeling deems it to be in its best interest to participate in the Suburban Purchasing Cooperative contract for the purchase of six (6) 2016 Ford Utility Police Interceptors SUV's as awarded to Currie Motors.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Suburban Purchasing Cooperative contract is accepted and the Village Manager is hereby authorized to issue a purchase order to the awarded bidder, Currie Motors for the purchase of six Ford Utility Police Interceptors and one Ford Police Interceptor Sedan at a cost not to exceed \$162,260

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_

that Resolution No. **16-**\_\_\_\_\_ be adopted.

President Argiris \_\_\_\_\_

Trustee Brady \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

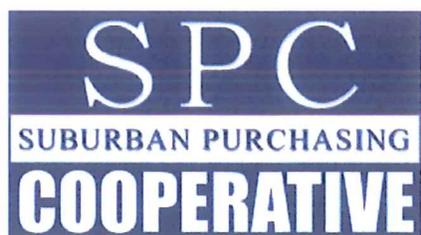
Trustee Vogel \_\_\_\_\_

**Adopted** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

\_\_\_\_\_  
Dean S. Argiris  
Village President

\_\_\_\_\_  
Elaine E. Simpson  
Village Clerk



**2016 Ford Utility Police Interceptor AWD  
Contract # 152**



Currie Motors Fleet

*“Nice People To Do Business With”*

Your Full-Line Municipal Dealer

[www.CurrieFleet.com](http://www.CurrieFleet.com)

ORDER CUTOFF: TBD





## 2016 Ford Utility Police Interceptor AWD Standard Equipment

Contract # 152

3.7 TI-VCT V6 FFV  
 6-Speed Automatic  
 Rear recovery hooks  
 Independent front/rear suspension  
 Engine Oil Cooler  
 18.6 gallon fuel tank  
 Engine Hour Meter  
 220 Amp Generator  
 78 Amp Hour Battery  
 Lower black body side cladding  
 Dual Exhaust  
 Black spoiler  
 Electric Power Assist Steering  
 Acoustic laminated windshield  
 18" Tires and Wheels  
 Fixed glass lift gate  
 Full Size Spare  
 Black Grill  
 Rearview Camera with Washer

AM/FM/CD  
 Roll curtain airbag  
 Safety Canopy W/Roll Over  
 Sensor  
 Anti-Lock Brakes With Advanced  
 Trac and traction control  
 LED tail lamps  
 Headlamps-LED Low Beam  
 Halogen Hi Beam  
 All-Wheel Drive  
 Manual folding power mirror  
 Fold flat 60/40 rear vinyl bench  
 Single zone manual Climate  
 Control  
 Power Windows  
 Power Locks  
 Cruise Control/Tilt Wheel  
 Calibrated Speedometer  
 Column Shift

Work Task Light red/white  
 Simple fleet key  
 Power Adjustable Pedals  
 Two-Way Radio Pre-Wire  
 Particulate air filter  
 Power Pig tail  
 Delivery Within 30 Miles  
 2nd/3rd Row Privacy Glass  
 My Ford police cluster  
 Lift Gate Release Switch - 45 Sec.  
 Locking Glove Box

### Standard Warranty:

Basic: 3 Years/ 36,000 Miles  
 Drivetrain: 5 Years/100,000 Miles  
 Corrosion: 5 Years/ Unlimited Miles  
 Emissions: 8 Years/80,000 Miles  
 Roadside Assistance: 5Years/60,000 Mile

**Base Price**

**\$25,555**

### Optional Equipment:

Spot Light Drivers Side Incandescent	\$187
Pre-wiring grill lamp, siren, speaker	\$45
Sync Basic	\$258
Hidden Door Lock Plunger with rear handles & locks inoperable	\$140
Dome lamp Red/White Cargo area	\$45
Side Marker LED (mirror)	\$254
Forward Indicator - Red/Blue Pocket - warning light	\$558
Rear View Camera - Includes - electrochromatic Rear View Mirror	NC
<hr/>	
Total Options	\$1,487

Total cost per vehicle w/options

**\$27,042**

Total for all vehicles

**\$162,252**

Interior color of unit to be:

Charcoal Black

**OPTION MATRIX FOR 2016 FORD UTILITY POLICE INTERCEPTOR ORDER - VILLAGE OF WHEELING**

	QTY.	Base Price	Unit # of Vehicles Being Replaced						TOTALS	
			P-43	P-46	P-47	P-48	P-49	P-51		
Base Vehicle (AWD)	6	\$25,555	\$25,555	\$25,555	\$25,555	\$25,555	\$25,555	\$25,555	\$153,330	
<b>Optional Equipment:</b>										
Spot Light Drivers Side Incandescent	6	\$ 187	\$ 187	\$ 187	\$ 187	\$ 187	\$ 187	\$ 187	\$ 1,122	
Pre-wiring grill lamp, siren, speaker	6	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 270	
Sync Basic	6	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 258	\$ 1,548	
Hidden Door Lock Plunger-Door Locks Inop.	6	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 840	
Side Marker LED (mirror)	6	\$ 254	\$ 254	\$ 254	\$ 254	\$ 254	\$ 254	\$ 254	\$ 1,524	
Dome lamp Red/White Cargo area	6	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 270	
Forward Indicator - Red/Blue Pocket Warning Light	6	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 558	\$ 3,348	
Rear View Camera - Includes Electrochromatic Rear View Mirror	6	NC	NC	NC	NC	NC	NC	NC	NC	
			Exterior Color	Black / White	Black / White	Black / White	Black / White	Black / White	Black / White	\$ 8,922
			Interior Color	Charcoal Black	Charcoal Black	Charcoal Black	Charcoal Black Cloth	Charcoal Black	Charcoal Black	
				\$ 27,042	\$ 27,042	\$ 27,042	\$ 27,042	\$ 27,042	\$ 27,042	

<b>Total for Utility Interceptors</b>	\$ 153,330
<b>Total Options</b>	\$ 8,922
<b>Total Purchase Order to Currie Motors</b>	<u>\$ 162,252</u>



<input type="checkbox"/>	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	\$3,106.00
<input type="checkbox"/>	41H	Engine block heater	\$79.00
<input type="checkbox"/>	86L	Auto Head Lamp	\$99.00
<input type="checkbox"/>	43D	Dark car feature (courtesy lights inop)	\$17.00
<input type="checkbox"/>	942	Daytime Running Lights	\$39.00
<input checked="" type="checkbox"/>	17T	Dome lamp red/white cargo area	\$45.00
<input checked="" type="checkbox"/>	51Y	Spot Light Drivers Side Only - Incandescent	\$187.00
<input type="checkbox"/>	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	\$306.00
<input type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb - Unity	\$345.00
<input type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb - Whelen	\$366.00
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs - Unity	\$541.00
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs - Whelen	\$580.00
<input type="checkbox"/>	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	\$122.00
<input type="checkbox"/>	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	\$245.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
<input checked="" type="checkbox"/>	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires options 60A	\$558.00
<input checked="" type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$45.00
<input checked="" type="checkbox"/>	63B	Side Marker LED - Red/Blue - Requires 60A	\$254.00
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$502.00
<input type="checkbox"/>	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	\$105.00
<input type="checkbox"/>	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	\$75.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$136.00
<input type="checkbox"/>	76D	Deflector Plate (Standard on Ecoboost® Engine)	\$292.00
<input type="checkbox"/>	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
<input checked="" type="checkbox"/>	53M	Sync® Basic – includes USB port and aux input jack	\$258.00
<input type="checkbox"/>	61R	Remappable (4) switches on steering wheel (less Sync)	\$136.00
<input type="checkbox"/>	61S	Remappable (4) switches on steering wheel (with Sync)	\$136.00
<input type="checkbox"/>	18W	Rear window power delete	\$22.00
<input type="checkbox"/>	68L	Rear-Door Handles Inoperable / Locks Operable	\$30.00
<input type="checkbox"/>	68G	Rear-Door Handles Inoperable / Locks Inoperable	\$30.00
<input type="checkbox"/>	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	\$122.00
<input checked="" type="checkbox"/>	52P	Hidden Door-Lock Plunger w/Rear-door Handles Inop	\$140.00
<input type="checkbox"/>	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	\$110.00
<input type="checkbox"/>	88F	2nd Row Cloth Seats	\$51.00
<input type="checkbox"/>	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	\$284.00
<input type="checkbox"/>	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
<input type="checkbox"/>	85R	Rear Console Plate (N/A with 65U, 85D)	\$30.00
<input type="checkbox"/>	90D	Ballistic Door Panels – Driver Front Only	\$1384.00
<input type="checkbox"/>	90E	Ballistic Door Panels – Driver & Passenger Front	\$2766.00
<input type="checkbox"/>	55B	BLIS® Blind spot monitoring (requires 54Z)	\$475.00



<input type="checkbox"/>	19L	Lockable Gas Cap	\$17.00
<input type="checkbox"/>	549	Mirrors – Heated Sideview	\$53.00
<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	\$105.00
<input type="checkbox"/>	595	Remote Keyless Entry (N/A with keyed alike)	\$227.00
<input type="checkbox"/>	76R	Reverse Sensing	\$240.00
<input type="checkbox"/>		Keyed Alike – Code #: _____	\$45.00
<input type="checkbox"/>	65L	18” 5-spoke full face wheel covers w/ metal clips	\$53.00
<input type="checkbox"/>	64E	18” painted aluminum wheels	\$415.00
<input type="checkbox"/>	17A	Aux Air Conditioning (N/A with 63V)	\$532.00
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault - includes lockable door/compartiment light (N/A with 17A)	\$415.00
<input type="checkbox"/>	55D	Scuff Guards	\$79.00
<input type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$87.00
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$262.00
<input type="checkbox"/>	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	\$53.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	\$2553.00
<input type="checkbox"/>		Rustproof & Undercoating	\$395.00
<input type="checkbox"/>		Over Ride Switch	\$385.00
<input type="checkbox"/>		4 Corner LED Strokes (aftermarket using 86P)	\$895.00
<input type="checkbox"/>		CD-Rom service manual	\$325.00
<input type="checkbox"/>		Delivery greater than 50 miles of dealership	\$150.00
<input type="checkbox"/>		License and Title fees - MP plates	\$103.00

**Optional Maintenance & Warranty Coverage:**

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,620.00
<input type="checkbox"/>	ESP Extended Warranty Base Care -3 year/100,000 miles	\$1,115.00
<input type="checkbox"/>	ESP Extended Warranty Powertrain –6 year/100,000miles	\$975.00
<input type="checkbox"/>	ESP Extended Warranty Base Care – 6 year/100,000miles	\$1155.00



### Equipment Groups

<input type="checkbox"/> 47C	<b>Police Wire Harness Connector Kit – Front</b> For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> <li>• (2) Male 4-pin connectors for siren</li> <li>• (5) Female 4-pin connectors for lighting/siren/speaker</li> <li>• (1) 4-pin IP connector for speakers</li> <li>• (1) 4-pin IP connector for siren controller connectivity</li> <li>• (1) 8-pin sealed connector</li> <li>• (1) 14-pin IP connector</li> </ul>	\$91.00
<input type="checkbox"/> 21P	<b>Police Wire Harness connector Kit – Rear</b> For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> <li>• (1) 2-pin connector for rear lighting</li> <li>• (1) 2-pin connector</li> <li>• (6) Female 4-pin connectors</li> <li>• (6) Male 4-pin connectors</li> <li>• (1) 10-pin connector</li> </ul>	\$114.00
<input type="checkbox"/> 65U	<b>Police Interior Upgrade Package</b> Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	\$341.00
<input type="checkbox"/> 66A	<b>Front Headlamp Lighting Solution</b> Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	\$743.00
<input type="checkbox"/> 86P	<b>Front Headlamp Housing Only</b> Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	\$110.00
<input type="checkbox"/> 66B	<b>Tail Lamp Lighting Solution</b> Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$371.00
<input type="checkbox"/> 66C	<b>Rear Lighting Solution</b> Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$398.00
<input type="checkbox"/> 86T	<b>Tail Lamp Housing Only</b> Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
<input type="checkbox"/> 67U	<b>Ultimate Wiring Package (n/a with Interior Upgrade Package)</b> Includes the following: <ul style="list-style-type: none"> <li>• Rear console mounting plate (85R)-contours through 2<sup>nd</sup> row; channel for wiring</li> </ul>	\$481.00



	<ul style="list-style-type: none"> <li>• Pre-wiring for grille LED lights, siren and speaker (60A)</li> <li>• Wiring harness I/P to rear (overlay)</li> <li>• (2) light cables-supports up to (6) LED lights (engine compartment/grille)</li> <li>• (2) 50-amp battery and ground circuits in RH rear-quarter</li> <li>• (1) 10-amp siren/speaker circuit engine cargo area</li> <li>• Rear hatch/cargo area wiring-supports up to (6) rear LED lights</li> </ul> <p>N/A with 65U, 67G, 67H</p>	
<input type="checkbox"/> 67G	<p><b>Cargo Wiring Upfit Package</b> (n/a) with Interior Upgrade Package</p> <ul style="list-style-type: none"> <li>• Rear Console Mounting Plate</li> <li>• Wiring overlay harness w/lighting &amp; siren interface connections</li> <li>• Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit</li> <li>• Whelen lighting PCC8R control head</li> <li>• Whelen PCC8R Light Relay Center</li> <li>• Whelen specific cable connects PCC8R to control head</li> <li>• Pre-wiring for grill lights siren and speaker</li> </ul> <p>(not available with 65U 67H and 67U)</p>	\$1,169.00
<input type="checkbox"/> 67H	<p><b>Ready for the Road Package</b>-not available with Interior Upgrade Package</p> <p><b>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</b></p> <ul style="list-style-type: none"> <li>• Whelen Cencom light controller</li> <li>• Whelen Cencom relay center/siren amp with traffic advisor</li> <li>• Light controller/relay Cencom wiring</li> <li>• Grille LED Lights</li> <li>• 100 Watt Siren/Speaker</li> <li>• (9) I/O digital Serial Cable (console to cargo)</li> <li>• Hidden door lock plunger &amp; rear door handles inop</li> <li>• Rear console mounting plate</li> </ul> <p>(not available with 66A 66B 66C 67G 67U 65U)</p>	\$2,979.00

**Vinyl Options**

<input type="checkbox"/> 91A	<p><b>Two-Tone Vinyl Wrap - Package #1</b></p> <p>Roof &amp; Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)</p>	\$733.00
<input type="checkbox"/>	<p><b>Two-Tone Vinyl Wrap - Package #3</b></p>	\$611.00



91C	Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
<input type="checkbox"/>	<b>Two-Tone Vinyl – Roof</b> white only (Not available with: 91A, 91C)	\$428.00
<input type="checkbox"/>	<b>Two-Tone Vinyl – LH/RH Front Doors</b> white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	\$266.00
<input type="checkbox"/>	<b>Vinyl Word Wrap - POLICE (Non-Reflective)</b> White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	\$694.00
<input type="checkbox"/>	<b>Vinyl Word Wrap - POLICE (Reflective)</b> Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	\$694.00
<input type="checkbox"/>	<b>Vinyl Word Wrap - POLICE (Reflective)</b> White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	\$694.00
<input type="checkbox"/>	<b>Vinyl Word Wrap - SHERIFF (Non-Reflective)</b> White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	\$694.00

**Options – Exterior**

<input type="checkbox"/>	BU	Medium Brown Metallic	
<input type="checkbox"/>	E3	Arizona Beige Metallic Clearcoat	
<input checked="" type="checkbox"/>	G1	Shadow Black	
<input type="checkbox"/>	HG	Smokestone Metallic	
<input type="checkbox"/>	J1	Kodiak Brown Metallic	
<input type="checkbox"/>	JL	Dark Toreador Red Metallic	
<input type="checkbox"/>	KR	Norsea Blue Metallic	
<input type="checkbox"/>	LK	Dark Blue	
<input type="checkbox"/>	LM	Royal Blue	
<input type="checkbox"/>	LN	Light Blue Metallic	
<input type="checkbox"/>	MM	Ultra Blue Metallic	
<input type="checkbox"/>	N1	Blue Jeans Metallic	
<input type="checkbox"/>	TN	Silver Grey Metallic	
<input type="checkbox"/>	UJ	Sterling Grey Metallic	
<input type="checkbox"/>	UX	Ingot Silver Metallic	
<input type="checkbox"/>	YG	Medium Titanium Metallic	
<input type="checkbox"/>	YZ	Oxford White	
<input type="checkbox"/>			
<input type="checkbox"/>		Special Paint	\$873.00

**Options – Interior**

<input checked="" type="radio"/>	Charcoal Black w/vinyl rear	N/C
<input type="checkbox"/>	Charcoal Black w/cloth rear	\$57.00



**Please enter the following:**

<b>Agency Name &amp; Address</b>	Village of Wheeling 2 Community Blvd. Wheeling, IL 60090
<b>Contact Name</b>	Chuck Spratt
<b>Phone Number</b>	(847) 279-6961
<b>Purchase Order Number</b>	
<b>Fleet Identification Number</b>	QM266
<b>Tax Exempt Number</b>	E9998-1130-07
<b>Total Dollar Amount</b>	\$162,252
<b>Total Number of Units</b>	Six (6)
<b>Delivery Address</b>	77 W. Hintz Road Wheeling, IL 60090

**Please submit P.O. & tax exempt letter with Vehicle Order:**

*Currie Motors  
9423 W. Lincoln Hwy  
Frankfort, IL 60423  
PHONE: (815)464-9200 FAX: (815) 464-7500  
CurrieFleet@gmail.com  
Contact Person: Tom Sullivan*

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.  
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED  
ON OUR WEBSITE [WWW.CURRIEFLEET.COM](http://WWW.CURRIEFLEET.COM)

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #13.C-1&2**  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** Monday, January 4, 2016

**TITLES OF ITEMS SUBMITTED:**

- **An Ordinance Granting a Variation from Title 19, Zoning, of the Wheeling Municipal Code to Reduce the Required Minimum Size of the Principal Building of a Religious Assembly Use, 345 N. Wolf Road [Docket No. 2015-11A]**
- **An Ordinance Granting Special Use-Site Plan Approval for a Religious Assembly, 345 N. Wolf Road [Docket No. 2015-11B]**

**SUBMITTED BY:** Andrew C. Jennings  
Director of Community Development

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** The petitioner is seeking two zoning actions to establish a religious assembly use in a vacant warehouse space at 345 N. Wolf Road: 1) Special use-site plan approval for religious assembly; and 2) A zoning variation to reduce the required size of the principal building for a religious assembly use.

**BUDGET<sup>2</sup>:** N/A  
**BIDDING<sup>3</sup>:** N/A

**EXHIBIT(S) ATTACHED:** Ordinances  
Findings of Fact and Recommendation (Draft)  
Fire Department memo, 12.03.2015  
Engineering Division memo, 12.03.2015  
Photos of Existing Conditions (staff)  
Cover letter  
Site Plan A001  
Existing Floor Plan A101  
Proposed Landscape Plan L-2  
Photos of Existing Landscaping & Plant Palette  
Photometric Plan & Lighting Specs (7 sheets)  
Plat of Survey

**RECOMMENDATION:** None

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Granting a Variation from Title 19, Zoning, of the Wheeling Municipal Code, to Reduce the Required Minimum Size of the Principal Building of a Religious Assembly Use, 345 N. Wolf Road**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on December 10, 2015, to consider the petitioner's request for a variation from Title 19, Zoning, of the Wheeling Municipal Code, Appendix A, Notes Referenced in Use Table, 4, Required principal building size for a religious assembly use, and associated sections to reduce the required minimum principal building size, for Rios de Aqua Viva Church, to be located at 345 N. Wolf Road, Wheeling, Illinois, hereinafter legally described and zoned MXC Commercial Residential Mixed Use District; and

**WHEREAS**, the subject docket is associated with Docket No. 2015-11B, a petition for special use-site plan approval to establish a religious assembly; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request that passed by a vote of 5 ayes, 0 nays, 0 abstaining, and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request; and

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.
- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

**Section B**

A variation is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Appendix A, Notes Referenced in Use Table, 4, Required principal building size for a religious assembly use, and associated sections to reduce the minimum building size from 10,000 sq. ft. to 8,320 sq. ft., for Rios de Aqua Viva Church, to be located at 345 N. Wolf Road, Wheeling Illinois, hereinafter legally described and zoned MXC Commercial Residential Mixed Use District:

**LEGAL DESCRIPTION:**

LOTS 78 AND 79 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, A SUBDIVISION IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 345 N. Wolf Road, and is zoned MXC Commercial Residential Mixed Use District.)

**Section C**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,  
that Ordinance No. \_\_\_\_\_ be passed.

President Argiris \_\_\_\_\_ Trustee Krueger \_\_\_\_\_

Trustee Brady \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_ Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

Ordinance No. \_\_\_\_\_, passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

Ordinance No. \_\_\_\_\_, passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

ORDINANCE NO. \_\_\_\_\_

**An Ordinance Granting Special Use-Site Plan Approval for a Religious Assembly  
345 N. Wolf Road**

**WHEREAS**, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on December 10, 2015, to consider a request for a special use-site plan approval under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a religious assembly at 345 N. Wolf Road, Wheeling, Illinois, hereinafter legally described and zoned MXC Commercial Residential Mixed Use District; and

**WHEREAS**, the subject docket is associated with Docket No. 2015-11A, a petition for a zoning variation to reduce the required minimum principal building size for a religious assembly use; and

**WHEREAS**, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, subject to conditions, that passed by a vote of 5 ayes, 0 nays, 0 abstaining, and 2 absent; and

**WHEREAS**, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:**

**Section A**

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

**Section B**

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish a religious assembly use in the MXC Commercial Residential Mixed Use District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, for Rios de Agua Viva Church, to be located at 345 N. Wolf Road, Wheeling, Illinois, hereinafter legally described:

**LEGAL DESCRIPTION:**

LOTS 78 AND 79 IN WILLIAM ZELOSKY'S MILWAUKEE AVENUE ADDITION TO WHEELING, A SUBDIVISION IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(The above described property is located at 345 N. Wolf Road, and is zoned MXC Commercial Residential Mixed Use District.)

**Section C**

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially as shown on the following exhibits, herein attached and made part of, submitted November 9, 2015, by Rios de Agua Viva Church, to be located at 345 N. Wolf Road, Wheeling, Illinois:

- Cover Letter (2 sheets),
- Site Plan A001,
- Existing Floor Plan A101,
- Proposed Landscape Plan L-2,
- Photographs of Existing Landscaping (2 sheets),
- Plant Palette,
- Photometric Plan,
- Lighting Spec Sheets (7 sheets), and
- Plat of Survey.

**Section D**

The Special Use and Site Plan Approvals granted in Sections B and C of this Ordinance are subject to the following conditions:

1. The trash enclosure gates shall be braced to steel posts;
2. The parking lot shall be patched, seal-coated, and restriped;

3. Cross access is required for the angled parking. The angled parking may be reconfigured and reduced in number as needed if cross access is restricted;
4. Bicycle parking for four shall be provided on the sidewalk north of the accessible parking stall;
5. The maximum capacity of the worship hall shall be determined by the total number of parking spaces;
6. Bus parking is prohibited; and
7. The rear fence shall be repaired.

**Section E**

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_, that Ordinance No. \_\_\_\_\_ be passed, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

President Argiris \_\_\_\_\_ Trustee Krueger \_\_\_\_\_

Trustee Brady \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_ Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

\_\_\_\_\_  
Dean S. Argiris  
Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Village Attorney

PUBLISHED in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

## REQUEST FOR BOARD ACTION

**TO:** Jon Sfondilis  
Village Manager

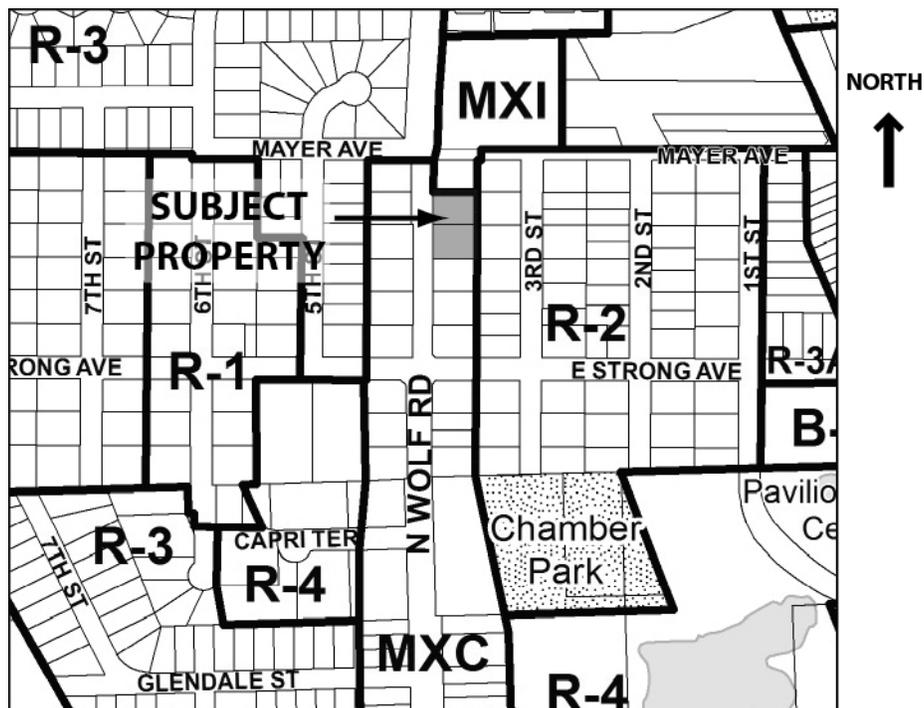
**FROM:** Andrew C. Jennings  
Director of Community Development

**DATE:** January 4, 2016

**SUBJECT:** **Docket No. 2015-11A&B**  
**Rios de Agua Viva Church**  
**345 N. Wolf Road**  
**(2015-11A) Variation from Title 19, Zoning, to Reduce the**  
**Required Principal Size of a Religious Assembly Use**  
**(2015-11B) Special Use-Site Plan Approval of a Religious Assembly**

**PROJECT OVERVIEW:** The petitioner is seeking two zoning actions to establish a religious assembly use in a vacant warehouse space at 345 N. Wolf Road: 1) Special use-site plan approval for religious assembly; and 2) A zoning variation to reduce the required size of the principal building for a religious assembly use.

### **LOCATION MAP:**



### PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, December 10, 2015, the following motions were made:

**Request for Board Action**

**Page 2 of 2**

**RE: Plan Commission Docket No. 2015-11 A&B**

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**Variation from Title 19, Zoning**

Commissioner Johnson moved, seconded by Commissioner Zangara, to recommend approval of Docket No. 2015-11A, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Appendix A, Notes Referenced in Use Table, 4, Required principal building size for a religious assembly use, and associated sections to reduce the minimum building size from 10,000 sq. ft. to 8,320 sq. ft., for Rios de Aqua Viva Church, to be located at 345 N. Wolf Road, Wheeling Illinois.

On the roll call, the vote was as follows:

AYES: Commissioners Issakoo, Johnson, Powers, Ruffatto, Zangara

NAYS: None

ABSENT: Commissioners Dorband and Sianis

PRESENT: None

ABSTAIN: None

There being five affirmative votes, the motion was approved.

**Special Use- Site Plan Approval**

Commissioner Powers moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2015-11B to grant special use approval for a religious assembly use as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, and in accordance with the following exhibits submitted November 9, 2015, by Rios de Agua Viva Church, to be located at 345 N. Wolf Road, Wheeling, Illinois:

- Cover Letter (2 sheets),
- Site Plan A001,
- Existing Floor Plan A101,
- Proposed Future Floor Plan A102,
- Proposed Landscape Plan L-2,
- Photographs of Existing Landscaping (2 sheets),
- Plant Palette,
- Photometric Plan,
- Lighting Spec Sheets (7 sheets), and
- Plat of Survey.

And with the following conditions of approval:

1. The trash enclosure gates shall be braced to steel posts;
2. The parking lot shall be resurfaced;
3. Cross access is required for the angled parking. The angled parking may be reconfigured and reduced in number as needed if cross access is restricted;
4. Bicycle parking for four shall be provided on the sidewalk north of the accessible parking stall;
5. The maximum capacity of the worship hall shall be determined by the total number of

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parking spaces;

6. The future floor plan is not proposed or approved at this time;
7. Bus parking is prohibited; and
8. The rear fence shall be repaired.

On the roll call, the vote was as follows:

AYES: Commissioners Issakoo, Johnson, Powers, Ruffatto, Zangara  
NAYS: None  
ABSENT: Commissioners Dorband and Sianis  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**GENERAL PROPERTY INFORMATION**

**Applicant Name:** Pastor Silverio Mendez  
**Property Owner Name:** 345 Wolf Road, LLC  
**Common Property Address:** 345 N. Wolf Road  
**Common Location:** Located on the east side of Wolf Road, south of Mayer Avenue and north of Strong Avenue  
**Neighboring Property Land Use(s):** North: Industrial  
West: Commercial  
South: Single-Family Residential  
East: Single-Family Residential  
**Comprehensive Plan Designation:** Commercial-Residential Mixed Use  
**Property size:** 26,372 sq. ft. for the entire site  
8,320 sq. ft. for the existing building  
**Existing Use of Property:** Vacant warehouse and office (861 sq. ft.)  
**Proposed Use of Property:** Religious assembly (7,433 sq. ft.) and office (861 sq. ft.)  
**Existing Property Zoning:** MXC Commercial Residential Mixed Use District  
**Previous Zoning Action on Property:** None.

**DESCRIPTION OF PROPOSAL**

The petitioner, Rios de Agua Viva Church, is proposing to establish a new religious assembly use in Wheeling in the location of a former industrial supply warehouse. The building is mostly vacant, but is also occupied by an 861 square foot office, that will continue its use during normal business hours. The exact hours of operation for the proposed use have not been provided.

However, its peak usage is assumed to be Sunday, which is opposite regular business hours for commercial uses. The cover letter states there are 60 members of the church, all of which can be accommodated during a single service. However, a second or third worship service is anticipated based upon potential future growth. Classes and counseling will also be offered through the Church during non-worship times.

A Future Floor Plan was provided with the materials submitted for Plan Commission review. However, the cover letter states that the second phase is not proposed at this time. To avoid confusion, this exhibit is not incorporated into the draft ordinance.

### **BACKGROUND INFORMATION FOR VARIATION**

Appendix A, Use Table, states that the minimum principal building size for a religious assembly use in the MXC District is 10,000 square feet. The building size of the proposed use is 8,320 square feet. Therefore, a variation must also be granted because the minimum building size is not met. Staff believes that the intent of this zoning restriction is to prevent “store front” religious assembly uses from establishing in commercial strip centers or similar locations. The proposed use, while less than 10,000 square feet in size, meets the intent of the Zoning Ordinance as a stand-alone building with its own dedicated parking lot and building space.

### **SITE PLAN REVIEW**

**Scale of Site Plan:** 1'0" = 10'

**General site layout:** No major exterior modifications are proposed to the existing site. The parking lot will be restriped. New landscaping and lighting is proposed.

**Floor Plan:** The petitioner had submitted two floor plans for Plan Commission review: existing floor plan and future floor plan. The existing plan represents how the religious assembly will function upon approval of the special use. The Plan Commission recommended that the future floor plan not be approved at this time. The petitioner was in agreement, and this exhibit is not incorporated into the draft ordinance.

The existing floor plan indicates that there will be a 2,865 sq. ft. worship hall with 90 seats. There is also an existing kitchen and offices that will be used by the church. An 861 sq. ft. office space will continue to be used by an outside tenant during non-worship hours. The existing floor plan also shows a nearly 3,000 sq. ft. “unassigned” area. The petitioner indicated at the hearing that the unassigned space would not be utilized at this time.

**Traffic and Circulation:** As noted in the sections above, the site will remain in its current configuration. However, staff has concerns with the angled parking along the front of the building because of the one-way exiting through the adjacent property’s lot. At the hearing, the petitioner acknowledged that there is no formal cross access easement or agreement for this drive. However, the current owner of the adjacent property has given verbal permission to use the driveway. The Plan Commission recommended the following condition of approval to address this issue, which was agreed upon by the petitioner:

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- Cross access is required for the angled parking. The angled parking may be reconfigured and reduced in number, as needed, if cross access is restricted.

**Total Number of Parking Spaces:** The site plan illustrates a total of 35 parking stalls including one handicapped stall. Assuming the peak period is during worship with no additional office or classroom space occupied, then 90 worship hall seats necessitates 30 parking stalls. However, if the seven angled parking spaces are reconfigured and reduced in number, then the maximum number of seats in the worship hall would need to be reduced to meet the parking requirements of the Zoning Code. The Plan Commission recommended the following condition of approval to address this issue, which was agreed upon by the petitioner:

- The maximum capacity of the worship hall shall be determined by the total number of parking spaces.

**Bicycle parking:** No bicycle parking is proposed on the site plan. The proposed use requires four stalls for bicycle parking. The Plan Commission recommended the following condition of approval to address this issue, which was agreed upon by the petitioner:

- Bicycle parking for four shall be provided on the sidewalk north of the accessible parking stall.

**Ownership:** The property is currently leased by the petitioner.

**Landscaping:** The petitioner plans a combination of landscape maintenance and new landscaping. The landscape plan includes a chart indicating which plants are existing and which are proposed. The existing landscaped beds, which are adjacent to the building, will include a mix of flowering perennials and evergreen shrubs.

**Trash enclosure:** At the southeast corner of the site a trash corral is proposed that includes six-foot stockade fencing and gates. Staff suggested a condition of approval that the trash enclosure gates shall be braced to steel posts. The Plan Commission included this condition in their motion for special use approval.

**Sidewalks:** There are no existing sidewalks on the east side of Wolf Road.

**Lighting:** New building-mounted light fixtures with full cut-offs are proposed. A photometric study has also been provided.

**STANDARDS FOR SPECIAL USE**

Following are standards for special use with the petitioner's responses in italics. (**Village Planner comments are in bold.**)

1. State why the Special Use is necessary for the public convenience at the proposed location.

*“The proposed project involves the retrofit of an existing 8,320 sq. ft. single-story building, previously used by an industrial supply company as office and warehouse space, for a new religious assembly use by Iglesia Cristiana Rios de Agua Viva Church. The property is located in a MXC District and is adjacent to MXI, R-1 and R-2 Residential Districts. Allowing a recognized Special Use Permit for community-serving religious assembly would directly benefit neighboring residents, and the community-at-large, by providing a place for religious worship and gathering, including educational programs for youths and adults. In addition to benefiting neighboring residents, the proposed project simultaneously minimizes developmental impact on the area by utilizing an existing building, rather than constructing a new building.”*

**The proposed use will bring energy to a site that has been mostly vacant for many years.**

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

*“The proposed project is within an existing building situated in a MXC District (commercial-residential mixed use). Iglesia Cristiana Rios de Agua Viva will not alter any exterior improvements to the property located at 345 N. Wolf Road. Iglesia Cristiana Rios de Agua Viva will maintain the existing building and improve landscaping on the site. Additionally, there will be minimal interior renovations to hold small congregational functions and services on Sundays. Iglesia Cristiana Rios de Agua Viva plans on holding congregational services on Sundays with smaller gatherings for prayers, bible studies, meetings, ceremonial gatherings, instructional classes and tutoring in computers, music arts and crafts, English and incidental religious studies occurring during the week. There will be 2 or 3 staff or church volunteers working in the building during normal business hours. Compared to its previous use as an industrial supply warehouse, the proposed use is a less intense use and thus, will not alter the essential character of the area.”*

**Only minor exterior modifications are proposed to the building. The petitioner plans to make improvements to the property, including lighting, landscaping, and the parking lot. If the church occupies this mostly vacant building, then presence of this property will be enhanced.**

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties.

*“The 345 N. Wolf Road property is located in the MXC District. Community-serving religious assembly is a recognized special use under the Village’s Appendix A Use Table. The church activities will not adversely affect existing site conditions since the proposed building usage will be intended for indoor activities. Traffic activities will be limited in*

*scope to off traffic hours and the services on Sunday will occur in the morning and afternoon, so as to further reduce church activities at any one time.*

*Currently, there are approximately 40-50 congregants, including children, who will be attending Sunday services. The proposed use includes multi-functional areas/rooms which may be used for Small Recreational and Instructional purposes such as youth classes, tutoring, and vocational training. It is anticipated that the combined occupancy for such uses will not exceed 12 congregants/staff at any given time. There will be 2 or 3 staff or church volunteers working in the building during normal business hours. Pastor and walk-in hours from 10:00am to 5:00pm. Sunday services and youth classes/services shall be staggered as to not adversely affect the parking count which currently consists of 35 exterior spaces. The proposed use will be less intense of a use compared to its previous use as industrial supply warehouse and office space.”*

**Provided egress to the adjacent property is secured and enough parking is provided, then the operation will be in harmony with the orderly development of the district.**

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

*“Iglesia Cristianan Rios de Agua Viva does not intend on making any exterior alterations to the existing building. The existing vegetation will be improved with new shrubbery, trees and/or perennials, and the church will maintain the building and site improvements.”*

**The proposed site modifications are minor. Improvements will be made to the site including landscaping, lighting, and a new trash corral.**

5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances and the development will not cause traffic congestion.

*“There will be no changes to the existing parking arrangement on the site, since the existing parking number is sufficient for the congregation size and needs. Pursuant to Table 19.11.010(E)(1)(c) of the Village’s Zoning Ordinance, the minimum number of parking spaces required for Religious Assembly is “one space per three seats based on the maximum capacity of the facility.” Currently the congregation consists of approximately 40-50 members, including staff and children. Sunday services occur in the morning and afternoon, so not all congregants will be at the building at one given time on Sunday, therefore lessening the number of seats needed on Sundays. There are currently 35 parking spaces on the site and this allows for more than adequate numbers of seats per parking space. However, if necessary to meet future parking needs, the church has a large passenger van which may be used to shuttle congregants to and from the property.”*

**Staff had concerns how the angled parking will function due to the one-way exiting through the adjacent lot. At the hearing, the petitioner provided evidence that the egress can be secured or that the parking can be reconfigured for proper access and egress.**

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

*“Being an existing building, it inherently limits potential tenants into the space. Size, layout, and location constraints narrow potential user fields as well, however, fortunately this building, because of its warehouse space meets the requirement of the proposed use in both size and location with only minor interior modifications required. Furthermore, the Iglesia Cristiana Rios de Agua Viva has already signed a Lease Agreement with Purchase Option for the property. If Iglesia Cristiana Rios de Agua Viva cannot use the building for the proposed use, the church may incur significant financial losses as a result.”*

**In addition to a religious assembly special use, the petitioner will also require a variation to reduce the required minimum building size for the religious assembly use.**

### **STANDARDS FOR VARIATION**

Following are standards for variation with petitioner’s responses. *The petitioners’ response to the following questions has been shown in italics.* **Staff comments are in bold.**

1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

*“The proposed use by the Iglesia Cristiana Rios de Agua Viva Church is within an existing building situated in a MXC District and involves retrofitting the existing building. The building is approximately 8,320 square feet. In conjunction with seeking a Special Use Permit for Religious Assembly in a MXC District, the Church is seeking a variance from the minimum principal building size requirement pursuant to Note #4 of the Use Table (Appendix A) of the Zoning Code. Since the proposed project involves only retrofitting an existing building, rather than enlarging the existing structure, it is not possible to comply with this provision of the Zoning Code and thus, creates a unique hardship for the Church. Even if enlarging the structure were an option, the additional square footage required to meet the minimum would significantly reduce the size of the existing parking area. Moreover, enlarging the existing building is cost prohibitive for the Church and the current owner.”*

**The existing building is 8,320 square feet, whereas 10,000 square feet is the minimum size for a religious assembly principal building. Without the variation, the petitioner cannot occupy the site.**

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.

*“Please see answer above as it applies to questions 1 & 2.”*

**This restriction regarding the minimum principal building size is only applied to religious assembly uses.**

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

*“The difficulty and hardship has existed on the Property since it was built or since the Zoning Ordinance was enacted. The Iglesia Cristianan Rios de Agua Viva Church has recently leased the Property and while religious assembly is a Special Use in an MXC District, said use cannot occur on the Property if the variance requested is not granted.”*

**The zoning requirement was in place years before the lessee had interest in the property.**

4. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

*“Being an existing building, it inherently limits potential tenants into the space. Size, layout, and location constraints narrow potential user fields as well, however, fortunately this building, because of its warehouse space meets the requirement of the proposed use in both size and location with only minor interior modifications required. Furthermore, the Iglesia Cristianan Rios de Agua Viva has already signed a Lease Agreement with Purchase Option for the property. If Iglesia Cristianan Rios de Agua Viva cannot use the building for the proposed use, the Church may incur significant financial losses as a result.”*

**Without approval of the proposed variation and religious assembly special use, the proposed building will remain mostly vacant.**

5. State how the granting of the variation will not alter the essential character of the locality.

*“The existing vegetation will be improved with new shrubbery, trees and or perennials, and the church will maintain the building and site improvements. Granting the variance on minimum building size on an existing building will not alter the essential character of the locality.”*

**There is no likely impact on the character of the area related to the variation.**

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

*“The 345 N. Wolf Road property is located in a MXC District. Community-Serving Religious Assembly is a recognized Special Use under the Village’s Appendix A Use*

*Table. The variance seeks to reduce the minimum building size required for religious assembly which will all occur in the existing building. The proposed variance will not impair, any further than what already exists, the supply of light and air to adjacent properties.”*

**No impact is expected as a result of the granting of the variation.**

### **CONDITIONS FROM PLAN COMMISSION RECOMMENDATION**

The Plan Commission recommendation for Docket No. 2015-11A (zoning variation) did not include any conditions of approval. The recommendation for Docket No. 2015-11B (special use) included the following conditions of approval (**staff updates provided in bold text**) and have been incorporated into the attached special use ordinance:

1. The trash enclosure gates shall be braced to steel posts;
2. The parking lot shall be resurfaced (**Following the hearing, Engineering staff met with the petitioner during a site inspection. It was agreed upon that the lot shall be patched, seal-coated and restriped. This condition has been modified to reflect this agreement in the draft special use ordinance.**);
3. Cross access is required for the angled parking. The angled parking may be reconfigured and reduced in number as needed if cross access is restricted;
4. Bicycle parking for four (4) shall be provided on the sidewalk north of the accessible parking stall;
5. The maximum capacity of the worship hall shall be determined by the total number of parking spaces;
6. The future floor plan is not proposed or approved at this time (**Staff has removed this plan from the exhibits attached to the draft special use ordinance.**);
7. Bus parking is prohibited; and
8. The rear fence shall be repaired.

### **MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING**

The plans have not been modified following the Plan Commission hearing.

### **STAFF REVIEW**

**Fire Department Review:** The Fire Department has provided a comment memo dated December 3, 2015.

**Engineering Division Review:** The Engineering Division has submitted a memo dated December 3, 2015 suggesting that the parking lot be resurfaced due to its existing condition. Following the hearing, staff from the Engineering Division met with the petitioner and agreed that patching, seal-coating and restriping would be adequate.

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**Health Division Review:** The Health Officer has reviewed the proposal and has the following comments: There is an existing kitchen at the location that is included on the plans. This kitchen may only be used for church functions that include parishioners only. It may not be used to cook and cater functions that invite the outside public, i.e.: weddings, private family parties etc.

**Impact on adjacent uses:** No significant impact on adjacent uses is expected.

**Senior Planner's Recommendation to the Plan Commission:** Staff recommended that the Plan Commission review the following list of items with the petitioner prior to making a motion:

- Clarify the intent of the Future Floor Plan;
- Identify the use of the "unassigned" area on the Existing Floor Plan;
- Determine if the applicant has the legal right to exit through the one-way drive onto the adjacent property;
- If legal egress of the one-way drive is not secured, determine how the angled parking will function or if parking will be reduced;
- If parking is reduced, determine the maximum allowed number of seats for the worship hall; and
- Determine an appropriate location for bicycle parking.

**DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION**

Two ordinances are attached for the Board's consideration: an ordinance granting a variation from the requirement to reduce the minimum principal building size for a religious assembly use from 10,000 to 8,320 square feet and an ordinance granting special use-site plan approval of a religious assembly. The Plan Commission recommended approval of both actions included in the zoning petition, and suggested several conditions of approval for the special use ordinance. As noted above, the future floor plan has been removed from the submittal to avoid confusion.



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Andrew C. Jennings  
Director of Community Development

**Attachments:** Ordinances (precede this report)  
Findings of Fact and Recommendation, 12.10.2015 (Draft)  
Fire Department comments, dated 12.03.2015  
Engineering Division comments, dated 12.03.2015  
Photos of existing conditions (staff)  
Cover letter  
Site Plan A001  
Existing Floor Plan A101  
Proposed Landscape Plan L-2  
Photographs of Existing Landscaping (2 sheets)  
Plant Palette

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Photometric Plan  
Lighting Specs (7 sheets)  
Plat of Survey

Additional Materials omitted from packet:  
Proposed Future Floor Plan A102 (not proposed through this request)

**DRAFT  
FINDINGS OF FACT  
AND RECOMMENDATION**

**DOCKET NO. 2015-11A&B**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket Nos. 2015-11A&B  
Rios de Agua Viva Church  
345 N. Wolf Road  
(2015-11A) Zoning Variation to Reduce the Required Principal  
Size of a Religious Assembly Use  
(2015-11B) Special Use-Site Plan Approval of a Religious Assembly

**Docket No. 2015-11A&B** Silverio Mendez, Pastor for Iglesia Cristiana Rios de Agua Viva, tenant, is seeking the following actions to establish a religious assembly use at 345 N. Wolf Road:

**2015-11(A)** Variation from Title 19, Zoning, of the Wheeling Municipal Code, Appendix A, Notes Referenced in Use Table, 4, Required principal building size for a religious assembly use, and associated sections; and

**2015-11(B)** Special Use-Site Plan Approval as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a religious assembly use in the MXC Commercial Residential Mixed Use District.

Chairman Ruffatto called Docket No. 2015-11A&B on December 10, 2015. Present were Commissioners Isaakoo, Johnson, Powers, Ruffatto and Zangara. Commissioners Dorband and Sianis were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers read the following statements aloud.

A zoning variation is intended to be a method of adjustment to equalize regulations where Title 19 of the Village of Wheeling (Zoning) has created an unnecessary hardship. A variation is designed to allow affected property owners the same rights and privileges that others enjoy in the same zoning district. In order to be granted a variation a petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how their individual situation is unique or unusual. Prior to the public hearing the petitioner provides written statements meant to show that their request for variation meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

Mr. Dan Shapiro, Attorney, Pastor Silverio Mendez, Mr. Sean Ehlke, Architect, Ehlke Lonigro, 224 S. Milwaukee Avenue, Wheeling, IL and Ms. Jamie Jaderholm, Landscaper, 48 E. Hintz Road were present and sworn in.

Mr. Shapiro explained the special use was for a church to operate at 345 N. Wolf Road, Wheeling. The building would occasionally be used for church services, classroom or counseling. There would be one service on Sunday morning and then very limited hours during the week. It would also be available on an emergency basis for counseling services. The church had approximately 60 people interested in joining the church. It is their desire to grow but the growth is limited by the site and parking. The parking only allows for a maximum of 90 people. The site plan includes unassigned space that won't be used. They would return in the future for phase two if it was needed. The space is currently vacant and won't be used. Mr. Shapiro referred to the circulation in the parking spaces. They had discussion with the neighbor to the north whose building is currently up for sale so it is difficult for them to put anything in writing since they can't speak on behalf of a new owner. The neighbor to the north has given verbal permission for them to use the driveway as cross access if necessary. The neighbor to the north also has no objection to the request.

Mr. Shapiro noted they were a couple 100 feet short of the minimum size for such a facility. He explained they did not create it and they have tried to address the variation standards and the hardship if they don't get the variation.

Mr. Sean Ehlke referred to the plat of survey and explained their task was to prepare the documentation for the special use request. They have been involved since October. He thinks of it as a reuse and repurposing of the site and building. The original building is 8,320 square feet and was previously a mix use of business and mercantile. The use for the church would change it to an assembly A3 use and an attorney's office as a B classification in a portion of the office area. The current site has 35 parking spaces with no handicap spaces or trash enclosure included in the count. They are proposing to try and maintain the 35 parking spaces but to incorporate a handicap parking space and trash enclosure on the property. The seven angle parking in the northwest corner do not meet the current zoning ordinance requirement for 60 degree parking. The dimension for the sidewalk to the edge of pavement is 33' and it did not meet the current

zoning ordinance requirement. The requirement is 40'. The property line and the edge of the pavement is right there so they are stuck with the 33' dimension.

Mr. Ehlke explained they were proposing to restripe everything to get the 35 spaces with the handicap stall and trash area. They want to stripe it at 45 degree spaces, which drops the requirement from 40' to 35' in the zoning ordinance. They are still 2' short. He explained it was an existing condition but didn't know how to solve in any other way.

Mr. Ehlke referred to Staff's comment that the pavement should be resurfaced in addition to the striping. He stated that if the Church receives the special use and occupancy in the spring they would look to do the remedial work to the paving area and to have it look like new along with the striping. They are proposing additional striping with the cross hatch lines to help give a better sense on the property of the parking and traffic flow. Every parking space will get a wheel stop at the end of it. At the southeast corner, they will remove a stall and add a trash enclosure. The current trash situation for the building includes dumpsters that are wheeled out into the center of the aisle for a truck to pick up.

Mr. Ehlke stated that the church would utilize all of the parking spaces when they have services. The one service is on Sunday morning. If they grow, they may want to add a second service in the future. He feels the parking in the lot will only be filled at the time of service. The remaining time, the church staff and attorney's office has approximately 15 people in the building at the maximum business hours during Monday – Friday (9:00a – 6:00p).

Mr. Ehlke referred to the photometric plan. The existing lighting on the building does not meet the current code and ordinance. There are two light fixtures on the south and west walls of the upper portion of the south end. They have dropped down globe lens with light scattered. There is no cutoff with the existing fixtures. They are proposing to remove those fixtures and add six new LED fixtures on the building to adequately light the parking and walk areas. On the south wall, there will be two new A fixtures mounted at 18'. The one existing fixture is mounted at 14' and the top of the wall is 18'. They will mount two separate light fixtures on that wall at the parapet level to get the distribution needed to light the pavement. There are two other A fixtures on the west wall, southern portion of the building. They will add two additional LED fixtures, the B fixtures that will be on the west wall of the lower office area that faces Wolf Road.

Mr. Ehlke referred to the floor plan. It showed the proposed layout for the congregational seating area with 88 seats. The seats are intended to be moveable, stackable seats. The platform area at the south end of the space is built to be removed as needed. The northeast corner by the exit door is for A/V equipment. It has a raised platform with half-high walls for the A/V equipment. The congregational seating area represents about 2,865 square feet. Directly north of it, is unassigned (2,876 square feet) open space. The office area to the west side of the north end has an existing kitchen area, walk-in cooler, exhaust hood over a residential stove and microwave. The south includes existing toilets and utility services. The hatched area to the south is the attorney's office that is 861 square feet.

Mr. Ehlke referred to the A102 drawing. The plan was provided in response to a Staff request to

show what might happen. They are not asking for approval at this time. The drawing is concept only and is to show Pastor Mendez's vision. They look to add toilet facilities and classrooms in the future.

Ms. Jamie Jaderholm, Landscaper referred to the existing landscape. There are some existing trees at the corners of the building. On the far northeast corner, there are some Siberian elm trees and American elm trees with some small maples on the opposite corner. There are some intermediate size and larger yews along with arborvitaes in the three beds surrounding the entrances of the building. She mentioned there was a lot of river rock. The landscaping has not been maintained for a long time.

Ms. Jaderholm referred to the proposed plan. The plan includes a variety of color and diversity to the beds. They want to plant some boxwoods, catnip and Russian sage. They want to plant hearty perennials and shrubs that can exist and look well in all seasons and handle salt in the winter. In the meantime, they will trim the existing landscaping.

Ms. Jaderholm provided a front elevation of the trash corral in the far southeast corner.

Pastor Silverio Mendez and Elsa Mendez came forward. They are proposing an assembly. He stated he had lived in Wheeling for many years and then moved to Arlington Heights. They are back living in Wheeling for 7 years and saw a necessity to do something for the community. He resigned from his job and started working on a chapel in Palatine and started to reach out to people. They counsel people on marriages and drug use and are both certified counselors. He read their mission statement aloud. He explained their mission was to help anyone, not only Hispanics.

Ms. Elsa Mendez thanked the Commission for their support.

Mr. Shapiro reported that Pastor Mendez spoke with the neighbors to see if anyone had a concern regarding the proposed use. Pastor Mendez stated that there was only one neighbor who voiced objection but he was not present at the meeting.

Mr. Shapiro reported the limited hours on Monday, Tuesday and Friday was from 6:00 p.m. – 10:00 p.m. and on Sunday from 9:00 a.m. to 1:00 p.m. The 6:00 p.m. – 10:00 p.m. weekday hours were for religion classes in the ceremonial room.

Mr. Shapiro reported the standards were addressed for both the variance and special use. He misspoke earlier; the difference is 1,700' and not 200'.

Mr. Shapiro referred to the audience and asked them to raise their hands in support of the church's request. The crowd in the audience raised their hands to show support.

Chairman Ruffatto asked if anyone from the audience wanted to speak. No one came forward.

Commissioner Johnson expressed concern regarding the cross access with the neighbor when the

building sells. He asked if there was a contingency plan. Mr. Shapiro explained they would approach the new owner when the building sells and ask for cross access. If they don't receive cross access from the new owner, they could angle the parking spaces a little differently to allow more breathing room. If it doesn't work, they could lose 3-4 spaces and create another 3 spaces in a location noted on the plan near the in and out. Chairman Ruffatto questioned how parking could be located near the front. Mr. Ehlke confirmed they could add 3 spaces but would need to lose 4 spaces in order to do it. Mr. Shapiro agreed to limit the seats if they reduced the number of parking spaces. The congregation would be limited to about 78 versus 90. They would agree to a condition.

Commissioner Johnson questioned the size of the previous Northfield church on Northgate. Ms. Jones did not recall but thought it was over 10,000. Mr. Shapiro handled it but didn't recall the size.

Commissioner Johnson referred to the Fire Department's comments. Mr. Shapiro was aware of the comments.

Commissioner Johnson referred to the photograph of a bus and van parked in the back of the building. Mr. Shapiro confirmed the church owned the vehicles but they would not be used. Chairman Ruffatto explained the vehicles should not be parked in the back. Pastor Mendez confirmed they would remove them.

Commissioner Johnson referred to the existing lights on the east side of the building. Mr. Ehlke confirmed the existing lights adjacent to exit doors would remain and the two flood lights will also remain and can be adjusted down toward the pavement.

In reply to Commissioner Johnson's question, Mr. Ehlke stated the ceiling height of the worship area was about 14.8".

Commissioner Zangara questioned the owner of the existing fence. From the audience, Mr. Paul Doetch (107 Berkshire) confirmed the fence belonged to the property. Commissioner Zangara mentioned the fence was in disrepair. Mr. Doetch confirmed it needed to be straightened out. Commissioner Zangara questioned if bollards could be added so cars don't back into it.

Commissioner Zangara was not concerned about the angle parking since there was grass in the front.

Commissioner Zangara questioned where they planned to put the snow. He questioned the number of spaces they would lose. Mr. Shapiro explained the snow could be put in the grassy area or on the property which would lose two spaces.

Commissioner Zangara referred to the preschool located across the street. He questioned if they had contacted them regarding using their parking lot. Mr. Shapiro stated he had not but thought it was a good idea.

Commissioner Zangara questioned if the congregation got larger, would they consider adding a second service. Mr. Shapiro explained there would be two services and would be staggered a half hour apart.

Commissioner Zangara questioned the plan for the overhead door. Mr. Ehlke explained it was not used since it was in their worship area. However, there is the ability to open it if they need to bring in furniture. The inside of the door would have a drywall moveable door.

Commissioners Zangara and Powers had the same comments as the Fire Department.

Commissioner Powers referred to the proposed stockade fence in the trash area. He explained the Commission typically asks for a board-on-board enclosure. He questioned the proposed material for the trash enclosure. Ms. Jaderholm explained they did not have anything specific but agreed to use cedar.

Commissioner Powers felt the landscaping plan was great. He questioned if the existing rock in the landscaping would be replaced. Ms. Jaderholm confirmed they would replace the river rock with mulch.

Commissioner Powers questioned if the overgrown trees in the front would be removed. Ms. Jadersholm explained one of them was an overgrown yew and the other one was an overgrown arborvitae on the far side. They will keep the arborvitae since it looked healthy. All of the yews would be removed.

Commissioner Powers questioned if there was a water source in the front. Ms. Jadersholm confirmed there was a water source on the side bed area. She explained she had chosen plants that were really hardy and could withstand little water. Chairman Ruffatto stated that Village Code indicates that it must be irrigated.

Mr. Ehlke noted the bike parking would be in a paved area against the wall and sidewalk and would be screened with the landscaping. Commissioner Powers wanted it added to the plans.

Commissioner Powers referred to the condition of the parking lot. He wanted to leave the decision to Staff. He felt it looked like it needed to be resurfaced. He agrees something needs to be done with it but was uncertain as to the solution. Mr. Shapiro agreed to work with Staff to find a reasonable solution. Chairman Ruffatto mentioned that Engineering wants it to be resurfaced but the definition needs to be determined since Engineering was not present. He suggested adding a condition.

Mr. Shapiro addressed the irrigation. He noted hardy plants were chosen and the landscaping was very modest. He questioned if the Commission would consider waiving the built it irrigation system. Chairman Ruffatto noted it was Code but agreed to consider it in a poll.

Commissioner Powers liked Commissioner Zangara's comment about contacting the preschool for extra parking.

Commissioner Powers questioned if the church was previously in another location. Pastor Mendez explained they would visit people in their homes.

Commissioner Powers questioned the plan for the moveable chairs and stage. Pastor Mendez explained they could move the chairs out if needed. Commissioner Powers questioned if the petitioner was limited to what they could do in the worship area. Mr. Shapiro explained the other uses needed to be related to the religious use. There is no intent to have events there that were unrelated to religion.

Commissioner Isaakoo referred to the neighbor that was upset about the use. He questioned the reason. Pastor Mendez explained the neighbor was upset about music and that was the reason they decided to cover the overhead door. The neighbor was also concerned about garbage. Pastor Mendez explained there was going to be a trash enclosure. He agreed to add the enclosure immediately after approval.

Chairman Ruffatto was uncertain if a verbal agreement for the cross access would work. He asked for Staff's opinion. He asked if the current owner could provide something in writing. Mr. Shapiro agreed to make the effort. Ms. Milluzzi suggested imposing the more restrictive condition now that without any cross access agreement existing as of this date, the number is capped assuming the four lost spaces. The number of people would be capped at 78 from 90 with the four lost spaces. If they were able to get the cross access agreement in the future with the new owner, they could come in with the cross access agreement and ask that the condition be modified to be increased to the 90. Chairman Ruffatto questioned if the parking stayed or did they need to add the three spaces now and remove the seven spaces. Ms. Jones explained Staff's concern was not the 45 degree versus the 60 degrees but because it was existing; they think it should go on just fine. Their only concern is the access. Chairman Ruffatto suggested giving them a timeframe to get a written verbal agreement with the existing owner and to keep the parking with a time limit since they need it.

From the audience, Mr. Doetsch stated he was familiar with the building and had leased it out in 1988. He confirmed the cross drive was there and had been used since 1988. He stated he spoke with an attorney who was involved with the original owner and since they used it for so long it was considered an easement by prescription. Ms. Milluzzi agreed it could be possible but it would need to be established if anyone challenged it in Court. Chairman Ruffatto wants something established. Ms. Jones was preparing text for tonight, "The angle parking may be reconfigured and reduced in number as needed if cross access is restricted." Chairman Ruffatto felt the easement by prescription would be a great way to solve the problem temporarily. When the building is sold, a cross access agreement would need to be in place and if not, it would need to be reconfigured. Ms. Jones suggested adding a condition that "cross access is required for the angle parking and that the angled parking may be reconfigured and reduced if cross access is denied or restricted". Everyone was ok with the proposed.

Commissioner Powers questioned if the cross access was recorded with the property. Ms. Milluzzi agreed it would be recorded with the property.

Ms. Jones prepared the following condition:

Cross access is required for the angle parking. The angle parking may be reconfigured and reduced in number as needed if cross access is restricted.

Chairman Ruffatto questioned if another condition should be added for when the six months after the adjacent property is sold if cross access agreement is not finalized, the petitioner needs to return. Ms. Milluzzi explained it allows them to continue until someone actually denies them cross access.

Chairman Ruffatto questioned the use of the unassigned space. Mr. Shapiro explained it would not be used. He was agreeable to add it as a condition if needed. Chairman Ruffatto suggested removing the proposed floor plan from the packet.

Chairman Ruffatto referred to the proposed hours. He questioned if there would be Staff present during the day. Pastor Mendez explained the people from the church would only be present during the day for counseling. The youth group is on Monday, Tuesday is for prayer and Friday is for family get-togethers from 7:00-9:30 p.m. The building is closed during the day. The law office is open with 5-7 people. Chairman Ruffatto felt the Friday nights might get crowded. He expressed concern for the parking on a Friday night. Mr. Shapiro explained the parking would probably drive the number of people vice versa. He did not foresee a problem. Chairman Ruffatto mentioned that parking on Wolf Road could be an issue. He questioned if no parking signs could be used.

Chairman Ruffatto reminded the petitioner that the kitchen could only be used for their functions only. Mr. Shapiro concurred.

Chairman Ruffatto questioned what could be done regarding determining the definition of resurfacing since Engineering was not present at the meeting. Ms. Jones suggested making a recommendation that it be reconsidered upon further review. Chairman Ruffatto wants to avoid just patching it since it was in such bad shape. Mr. Shapiro explained there were a couple of ways it could be interrupted. Ms. Jones suggested taking a poll. Chairman Ruffatto felt the consensus was that it should be resurfaced. Ms. Jones noted it was also Staff's recommendation. Mr. Shapiro agreed to work with Engineering to understand the definition. Chairman Ruffatto felt a condition was not necessary since it was determined that it needed to be resurfaced. If the petitioner disagrees, they would need to return to the Commission. Ms. Jones suggested adding a condition that the parking lot shall be resurfaced.

Chairman Ruffatto took a poll for requiring an irrigation system.

Commissioner Johnson: not in favor  
Commissioner Isaakoo: not in favor  
Commissioner Powers: in favor  
Commissioner Zangara: not in favor  
Commissioner Chairman: not in favor

It was 5:1 in favor of not requiring an irrigation system.

Commissioner Johnson moved, seconded by Commissioner Zangara to recommend approval of Docket No. 2015-11A, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Appendix A, Notes Referenced in Use Table, 4, Required principal building size for a religious assembly use, and associated sections to reduce the minimum building size from 10,000 sq. ft. to 8,320 sq. ft., for Rios de Aqua Viva Church, to be located at 345 N. Wolf Road, Wheeling Illinois.

On the roll call, the vote was as follows:

AYES: Commissioners Isaakoo, Johnson, Powers, Ruffatto, Zangara  
NAYS: None  
ABSENT: Commissioners Dorband and Sianis  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2015-11B to grant special use approval for a religious assembly use as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, and in accordance with the following exhibits submitted November 9, 2015, by Rios de Aqua Viva Church, to be located at 345 N. Wolf Road, Wheeling, Illinois:

- Cover Letter (2 sheets)
- Site Plan A001
- Existing Floor Plan A101
- Proposed Future Floor Plan A102
- Proposed Landscape Plan L-2
- Photographs of Existing Landscaping (2 sheets)
- Plant Palette
- Photometric Plan
- Lighting Spec Sheets (7 sheets)
- Plat of Survey

And with the following conditions of approval:

1. The trash enclosure gates shall be braced to steel posts;
2. The parking lot shall be resurfaced;

3. Cross access is required for the angled parking. The angled parking may be reconfigured and reduced in number as needed if cross access is restricted;
4. Bicycle parking for four shall be provided on the sidewalk north of the accessible parking stall;
5. The maximum capacity of the worship hall shall be determined by the total number of parking spaces;
6. The future floor plan is not proposed or approved at this time;
7. Bus parking is prohibited; and
8. The rear fence shall be repaired.

On the roll call, the vote was as follows:

AYES: Commissioners Isaakoo, Johnson, Powers, Ruffatto, Zangara  
NAYS: None  
ABSENT: Commissioners Dorband and Sianis  
PRESENT: None  
ABSTAIN: None

There being five affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Johnson to close Docket No. 2015-11A&B. The motion was approved by a voice vote.

Respectfully submitted,

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Jim Ruffatto, Chairman  
Wheeling Plan Commission/  
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 01.08.2016  
FOR APPROVAL ON 01.14.2016**



## MEMO – Fire Prevention Bureau

**TO:** Brooke Jones, Village Planner  
**FROM:** Ronald S. Antor, Fire Inspector  
**CC:** Andrew Jennings, Director of Community Development  
Keith Maclsaac, Fire Chief  
FPB File  
**DATE:** December 3, 2015  
**SUBJECT:** Proposed Change in Use (New Church) and Remodeling For An Existing Building – 345 N. Wolf Road – Iglesias Rios De Agua Viva – Plans received for review by the Fire Department, November 13, 2015.

---

The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

### Site Plan

1. The petitioner's proposed site plan includes several changes to the site as it currently exists. Based on the petitioner's submittals the Fire Department has the following site plan comments:
  - a. The proposed additional parking on the south side of the building may provide access limitations for fire apparatus as well as trucks servicing the trash corral (No turning radius information provided with submittal)
  - b. A maintainable walking surface needs to be provided or maintained between the two emergency exits on the east side of the building to the parking lot on the south side of the building.
  - c. A Fire Department Connection (FDC) is required for the building's fire sprinkler system. The FDC shall be located at a location on the front side of the building.
  - d. The building's fire department connection (FDC) shall not be obscured by landscaping, fencing, signs, parking, building utilities – i.e. Com Ed transformers, etc. This most likely will result in the loss of at least one parking space.
  - e. "No Parking Fire Lane" signage shall be provided in the area of the Building's Fire Department Connection (FDC).
  - f. A fire hydrant shall be provided within 50 feet of the building's sprinkler system Fire Department Connection (FDC).

Ms. Brooke Jones

SUBJECT: Proposed Change in Use (New Church) and Remodeling For An Existing Building –  
345 N. Wolf Road – Iglesias Rios De Agua Viva – Plans received for review by the  
Fire Department, November 13, 2015.

December 3, 2015

Page 2

**345 N. Wolf Road - Proposed Community Health Center**

1. The proposed use would be located in an existing Mixed Use Occupancy structure. The building was last used as a B (Business) Use Group and M (Mercantile) Use Group occupancy as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC). Based on the information provided for review, the new tenant's use of the building would be classified as a Mixed Use Occupancy consisting of B (Business) and A-3 (Assembly) Use Group occupancies.
2. The documents presented by the petitioner for the existing building floor plan reflect changes and remodeling to the building completed without Village Building Permits.
3. All remodeling and construction within the building would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments) including appropriate Village permits.
4. As noted in Comment #3, the proposed tenant buildout will need to comply with the Village's Building and Fire Prevention Codes. Some of the items that this would include and would need to be addressed during the permitting process are:
  - a. The change in Use Group for the property will require the addition of fire sprinkler protection for the entire building.
  - b. A complete fire alarm system is required for the building.
  - c. The occupancy load for the building, specifically the congressional seating area has the potential for a higher occupancy load than that shown on the submittals based on the occupancy requirements in the Building and Fire Prevention Codes.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed.



## MEMORANDUM

**TO:** Brooke Jones, Senior Planner

**FROM:** Kyle Goetzelmann, Civil Engineer I

**COPY:** Jon Tack, Village Engineer

**DATE:** December 3rd, 2015

**SUBJECT:** Church Special Use  
345 N. Wolf Rd. - Review Comments

---

The Engineering Division received a Project Description and Preliminary Site Plan for the subject project on November 13th, 2015.

The Engineering Division has completed a review of the above referenced submittal and offers the following comments at this time:

1. Dimensions of the 60 degree angled parking in the front of the building don't meet Village code. The perpendicular distance from the front of the parking stalls to the opposite edge of the drive aisle needs to be 40'. The distance that is proposed is only 33'.
2. Parking lot shows signs of deterioration. It is recommended that it be resurfaced before new paint stripes are applied.

## **Rios de Agua Viva Church – 345 N. Wolf Road**

**Docket No. 2015-11A&B** (Special Use-Site Plan Approval for a Religious Assembly Use and a Zoning Variation to Reduce the Required Size of a Religious Use Principal Building)

Plan Commission Meeting – December 10, 2015

Village Board Meeting – January 4, 2015



**Existing conditions of front facade – along Wolf Road**

## **Rios de Agua Viva Church – 345 N. Wolf Road**

**Docket No. 2015-11A&B** (Special Use-Site Plan Approval for a Religious Assembly Use and a Zoning Variation to Reduce the Required Size of a Religious Use Principal Building)

Plan Commission Meeting – December 10, 2015

Village Board Meeting – January 4, 2015



**Existing conditions of parking and access drive - looking north**

## **Rios de Agua Viva Church – 345 N. Wolf Road**

**Docket No. 2015-11A&B** (Special Use-Site Plan Approval for a Religious Assembly Use and a Zoning Variation to Reduce the Required Size of a Religious Use Principal Building)

Plan Commission Meeting – December 10, 2015

Village Board Meeting – January 4, 2015



**Existing conditions south building facade**

## Rios de Agua Viva Church – 345 N. Wolf Road

Docket No. 2015-11A&B (Special Use-Site Plan Approval for a Religious Assembly Use and a Zoning Variation to Reduce the Required Size of a Religious Use Principal Building)

Plan Commission Meeting – December 10, 2015

Village Board Meeting – January 4, 2015



Existing conditions of rear of property – looking north

Iglesia Cristiana Rios de Agua Viva  
512 W. Braeside Dr.  
Arlington Heights, IL 60004  
224.245.9949



November 9, 2015

Ms. Brooke Jones  
Senior Planner  
Village of Wheeling  
Planning Division/Community Development  
2 Community Blvd.  
Wheeling, IL 60090  
847-459-2620

**RE: Response to July 28, 2015 Email Comments  
345 N. Wolf Road-Special Use Permit Plan Submittal  
Iglesia Cristiana Rios de Agua Viva**

Dear Ms. Jones:

Iglesia Cristiana Rios de Agua Viva ("Church") responds to your comments regarding its initial Special Use Permit Plan submittal as follows:

1. All plans have been re-done to meet plan commission requirements:
  - a. Index of Drawings is shown on sheet A001.
  - b. Floor Plans:
    - i. Drawings have scales as shown;
    - ii. Movable chairs are shown on Floor Plan Drawings;
    - iii. New drawings provided – Comment no longer applicable;
    - iv. All kitchen equipment existing as shown on existing Floor Plan.
  - c. Lighting/Parking Plans
    - i. New plans are scaled and dimensioned per Sheet A001 and PH101;
    - ii. Property lines are now shown on site plans.
  - d. All signage will be submitted for reviews and approvals at a later date.
  - e. Additional plans required:
    - i. Dumpster enclosure as shown on Sheet L-2;
    - ii. Proposed plant materials as shown on Sheet L-2.
2. More clearly describe the proposed occupant load at various times and days:
  - a. There are a total of 85 removal seats with approximately 60 members including the band and chorus members who will attend worship service;
  - b. Either worship or classes only at one time due to maximum occupancy allowed;
  - c. Maximum occupancy at this time is 85 people who can be accommodated in the seating area to include holiday or special event times. A second or third service will be offered if there is growth over the maximum occupancy limit. Church's growth potential depends on how quickly it can begin its outreach programs in the community. It is the Church's intention for its members to go out and introduce themselves to local businesses and residences to offer encouragement and direction to all but especially troubled youth who are lost and turn to gangs in order to "belong." Also, to counsel single and married parents to help keep their families and marriages together.
3. No second phase at this time only the existing phase plan. There is a proposed future floor plan on Sheet A102 with new handicap accessible toilet rooms/facilities. However, at this time this area will be treated as open space.
4. No options for additional parking or shuttle services are being pursued at this time.

Blessings,

Pastor Silverio Mendez

Exhibit received November 9, 2015



Exhibit received November 9, 2015

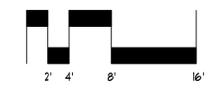
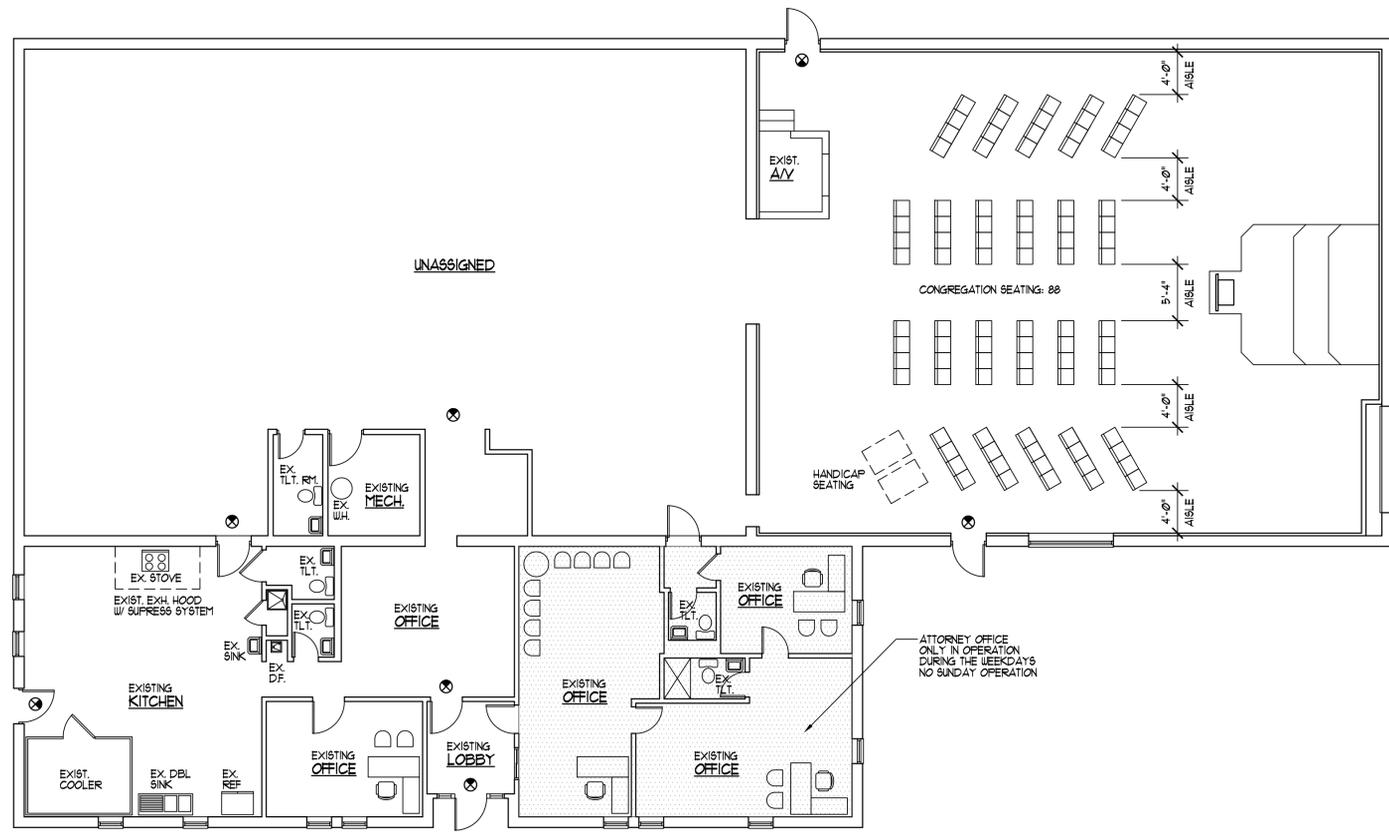
**IGLESIA RIOS  
DE AGUA VIVA**

345 N. WOLF ROAD  
WHEELING, ILLINOIS 60090  
NEHEMIAH 2:20

REVISION	DATE
▲	
▲	
▲	
▲	

11/6/2015  
SHEET TITLE  
EXISTING FLOOR PLAN

PROJECT NO. 15002	SHEET NO. A101
DRAWN BY: MGL	CHECKED BY: SJE
DATE: 11/6/2015	SHEET OF 1



**EXISTING FLOOR PLAN**

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



**BUILDING CODES**

- 2012 INTERNATIONAL BUILDING CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2012 INTERNATIONAL PLUMBING CODE
- STATE OF ILLINOIS PLUMBING CODE - CURRENT EDITION
- 2012 INTERNATIONAL FUEL GAS CODE
- 2012 INTERNATIONAL ENERGY CONSERVATION CODE
- 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE
- 2012 INTERNATIONAL FIRE CODE
- ILLINOIS ACCESSIBILITY CODE - CURRENT EDITION

**BUILDING DATA AND PROPOSED CONSTRUCTION**

USE GROUP: 1A-31 - ASSEMBLY - WORSHIP  
CONSTRUCTION CLASS: TYPE III-B  
BUILDING HEIGHT: 1-STORY (APPROX. 10' HIGH)

PROPOSED ASSEMBLY: 8294 SQ. FT.  
SPRINKLER SYSTEM: TO BE PROVIDED

BUILDING ELEMENT	FIRE RESISTANCE RATING
STRUCTURAL FRAME:	0 HR.
BEARING WALLS (EXT.) EAST:	1 HR. (FIRE SEP. DIST. 10' < X < 30')
BEARING WALLS (EXT.) WEST:	0 HR. (FIRE SEP. DIST. X > 30')
NON-BEARING WALLS (EXT.) NORTH:	1 HR. (FIRE SEP. DIST. X < 5')
NON-BEARING WALLS (EXT.) SOUTH:	0 HR. (FIRE SEP. DIST. X > 30')
NON-BEARING WALLS (INT.):	0 HR.
FLOOR CONSTRUCTION:	0 HR.
ROOF CONSTRUCTION:	0 HR.

**PLUMBING REQUIREMENTS**

WORSHIP PLACES	MALE	FEMALE
WATER CLOSETS	1 PER 250	1 PER 250
URNALS	1 PER 250	N/A
LAVATORIES	1 PER 125	1 PER 125
OTHER FIXTURES	1 SERVICE SINK	
DRINKING FOUNTAIN	1 TOTAL	

**MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD**

OCCUPANTS	MINIMUM NUMBER OF EXITS
1-500	2

**OCCUPANCY COUNT - WEEKDAYS (NON-WORSHIP)**

ATTORNEY OFFICE STAFF	5
ATTORNEY OFFICE VISITORS	5
CHURCH STAFF	5
TOTAL	15

**OCCUPANCY COUNT - WEEKENDS (WORSHIP)**

WORSHIP AREA W/ CHAIRS	88 + 2 HANDICAP
CHURCH STAFF	0
ATTORNEY OFFICE STAFF	0
TOTAL	90

CONCLUSION: OCCUPANCY WORKS WITH CURRENT PARKING CONFIGURATION.

PROPOSED  
**IGLESIA RIOS de AGUA VIVA**

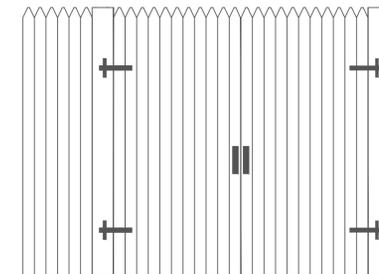
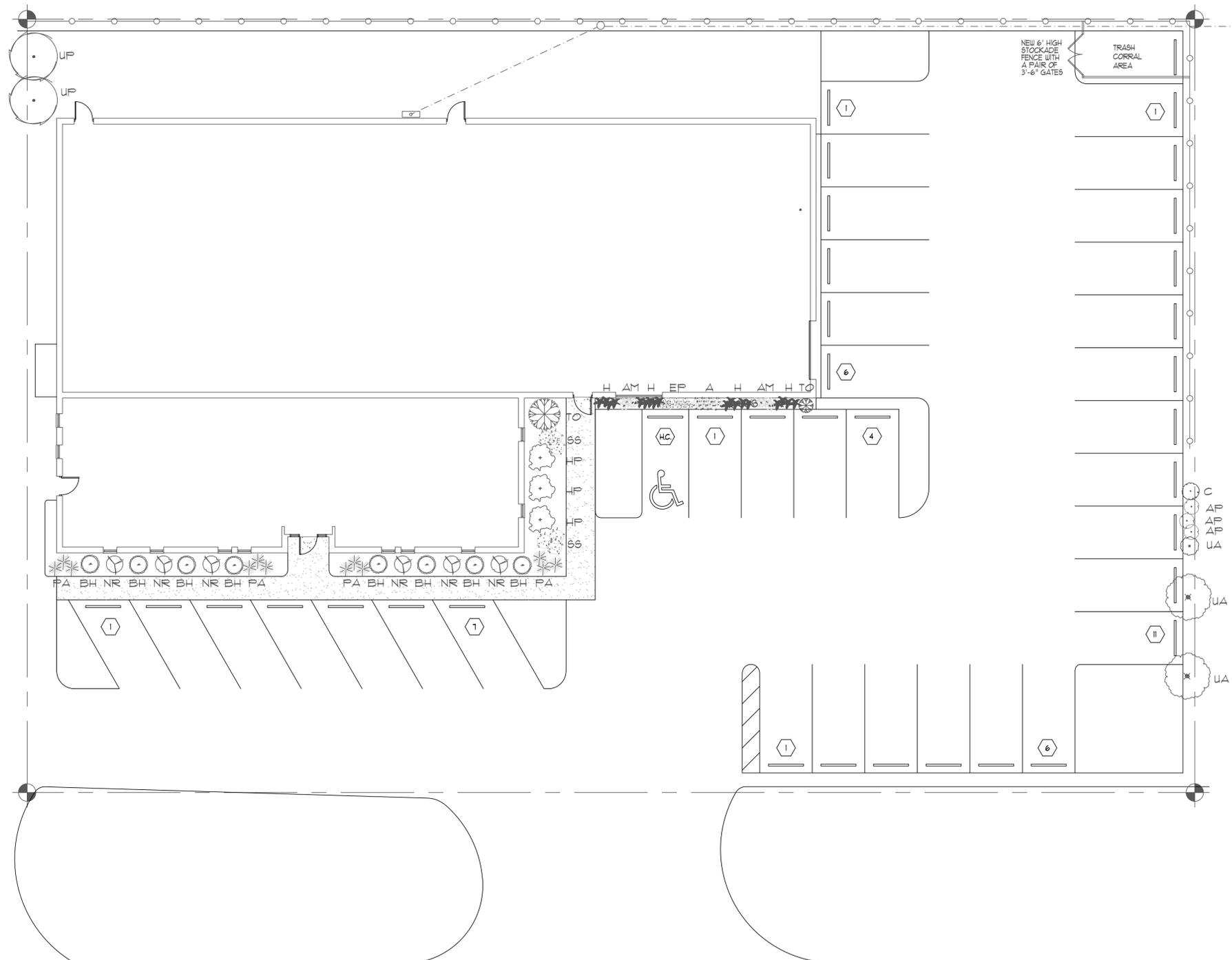
NEHEMIAH 2:20

345 N. WOLF ROAD  
 WHEELING, ILLINOIS 60090



Milieu Design Inc.  
 48 East Hintz Road  
 Wheeling, Illinois 60090  
 phone: 847.465.1160 fax: 847.465.1159  
 email: design@milieu-design.com  
 website: www.Milieu-Design.com

IGLESIA RIOS  
 de AGUA VIVA  
 NEHEMIAH 2:20  
 345 N. WOLF ROAD  
 WHEELING, IL 60090



LEGEND

- BUXUS HYBRID- BH  
GREEN GEM BOXWOOD (10) 5GAL.
- NEPETA RACEMOSA - NR  
WALKERS LOW CATMINT (24) 1GAL.
- PEROVSKIA ARTRIPLICIFOLIA- PA  
RUSSIAN SAGE (9) 1GAL.
- HYDRANGEA PANICULATA- HP  
LITTLE LIME HYDRANGEA (4) 5GAL.
- SALVIA SUPERBA- SS  
BLUE HILL SAGE (10) 1GAL.
- ECHINACEA PURPUREA- EP  
PICA BELLA CONEFLOWER (1) 1GAL.
- ACHILLEA MILLEFOLIUM- AM  
TERRA COTTA YARROW (1) 1GAL.
- AGASTACHE- A  
BLUE FORTUNE HYSSOP (1) 1GAL.
- HOSTA - H  
AUGUST MOON, KROSSA REGAL,  
4 ELEPHANT EAR (10) 1GAL.
- EXISTING THUJA OCCIDENTALIS- TO  
WOODWARD ARBORVITAE (1) 40"
- EXISTING ULMUS FULVA- UP  
SIBERIAN ELM (2) 40"
- EXISTING ULMUS AMERICANA - UA  
AMERICAN ELM (1) 12' & (2) 25-30"
- EXISTING ACER PALTANOIDES- AP  
NORWAY MAPLE (1) 12"
- EXISTING CATALPA- C  
CATAWBA (1) 12"

PROJECT

Landscape Plan

DRAWING NUMBER

L-2

DRAWING TITLE

Proposed Landscape Plan

SHEET NUMBER

2 of 2

SCALE

1" = 10'-0"

DESIGNED/DRAWN BY

J. Jaderholm

NOTES

Milieu will trim the existing trees along the north and east sides of the property  
 Milieu will install mulch to all newly planted beds.  
 Field adjustments may be made during installation in keeping with design intent.

ISSUE #1	DESCRIPTION For Review	DATE 00.00.00

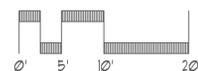
THIS PLAN IS PROTECTED BY COPYRIGHT. NO REPRODUCTION OR USE IN WHOLE OR PART SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF MILIEU DESIGN.

DATE

11-6-15

Exhibit received November 9, 2015

**L-2**



PROPOSED LANDSCAPE PLAN

SCALE: 1" = 10'





IGLESIA DE RIOS AGUA VIVA - PROPOSED LANDSCAPE PLAN

345 N. WOLF ROAD, WHEELING, IL



ENTRANCE GARDEN BEDS



SIDE GARDEN BED



IGLESIA DE RIOS AGUA VIVA - PROPOSED LANDSCAPE PLAN

---

345 N. WOLF ROAD, WHEELING, IL



EAST GARDEN BED



TREES TO TRIM ALONG NORTH AND  
SOUTH PROPERTY LINES

Exhibit received November 9, 2015



IGLESIA DE RIOS AGUA VIVA - PROPOSED LANDSCAPE PLAN

345 N. WOLF ROAD, WHEELING, IL



BLUE HILL SAGE



HOSTA



BLUE FORTUNE HYSSOP



TERRA COTTA YARROW



LITTLE LIME HYDRANGEA



RUSSIAN SAGE



WALKERS LOW CATMINT



GREEN GEM BOXWOOD



PICA BELLA CONEFLOWER

PLANT PALETTE

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	4	DSXW1 LED 20C 530 40K T4M MVOLT	DSXW1 LED WITH 2 LIGHT ENGINES, 20 LED's, 530mA DRIVER, 4000K LED, TYPE 4 MEDIUM OPTIC	LED	DSXW1_LED_20C_530_40K_T4M_MVOLT.ies	Absolute	0.95	36
	B	2	DSX0 LED 20C 530 40K T3S MVOLT	DSX0 LED WITH (1) 20 LED LIGHT ENGINE, TYPE T3S OPTIC, 4000K, @ 530mA	LED	DSX0_LED_20C_530_40K_T3S_MVOLT.ies	Absolute	0.95	35

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Entire Calc Zone	+	0.69 fc	3.01 fc	0.01 fc	301.0:1	69.0:1
Parking Area only	X	0.93 fc	2.80 fc	0.13 fc	21.5:1	7.2:1

LUMINAIRE LOCATIONS						
No.	Label	Location		MH	Orientation	Tilt
		X	Y			
1	A	130.5	196.4	18.0	90.0	0.0
2	A	130.5	232.2	18.0	90.0	0.0
3	A	99.6	187.6	18.0	180.0	0.0
4	B	11.9	161.3	14.0	180.0	0.0
5	B	71.9	161.3	14.0	180.0	0.0
6	A	127.4	187.6	18.0	180.0	0.0

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**IGLESIAS RIOS DE AGUA VIVA**

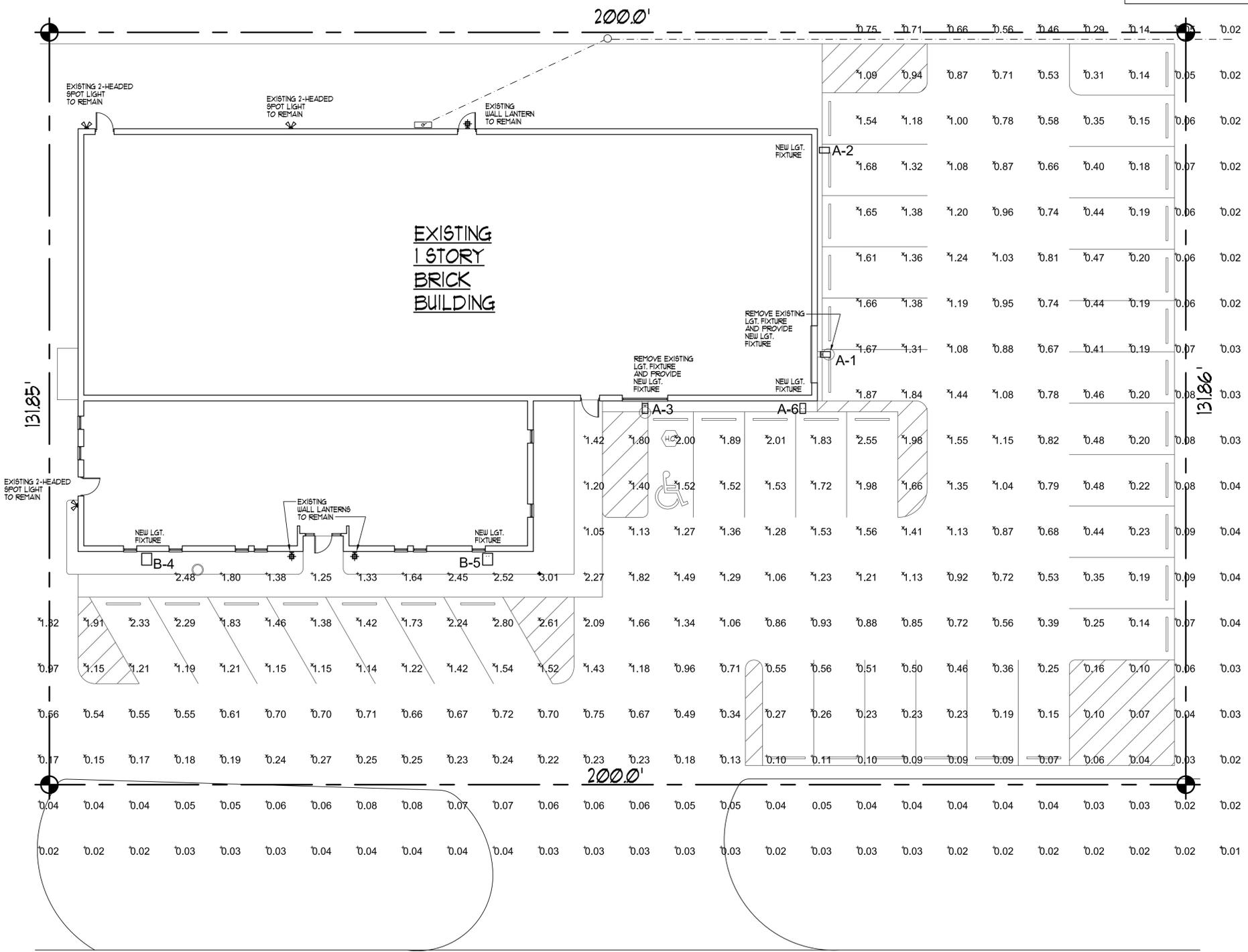
345 N. WOLF ROAD  
WHEELING, ILLINOIS  
NEHEMIAH 2:20

REVISION: DATE:

11/6/2015

SHEET TITLE:  
PHOTOMETRIC PLAN

© 2015 ELA PH101010  
 PROJECT NO. 15002 SHEET NO. PH101  
 DRAWN BY: SJE  
 CHECKED BY: YGL SHEET OF



**PHOTOMETRIC PLAN**  
SCALE: 1" = 10'

WOLF ROAD





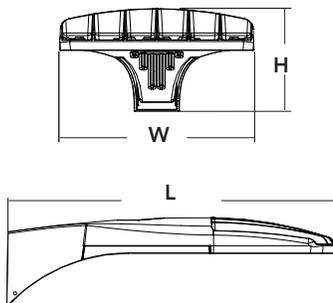
# D-Series Size 0 LED Area Luminaire



d#series

## Specifications

<b>EPA:</b>	0.8 ft <sup>2</sup> (.07 m <sup>2</sup> )
<b>Length:</b>	26" (66.0 cm)
<b>Width:</b>	13" (33.0 cm)
<b>Height:</b>	7" (17.8 cm)
<b>Weight (max):</b>	16 lbs (7.25 kg)



Catalog  
Number

Notes  
**Fixture Label "B"**

Type

Hit the Tab key or mouse over the page to see all interactive elements.

## Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment.

The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire. The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 65% and expected service life of over 100,000 hours.

## Ordering Information

**EXAMPLE: DSX0 LED 40C 1000 40K T3M MVOLT SPA DDBXD**

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting
DSX0 LED	<b>Forward optics</b> 20C 20 LEDs (one engine) 40C 40 LEDs (two engines) <b>Rotated optics<sup>1</sup></b> 30C 30 LEDs (one engine)	530 530 mA 700 700 mA 1000 1000 mA (1 A) <sup>2</sup>	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted <sup>3</sup>	T1S Type I short T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short T5S Type V short T5M Type V medium T5W Type V wide	MVOLT <sup>4</sup> 120 <sup>4</sup> 208 <sup>4</sup> 240 <sup>4</sup> 277 <sup>4</sup> 347 <sup>5</sup> 480 <sup>5</sup>	<b>Shipped included</b> SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor <sup>6</sup> RPUMBA Round pole universal mounting adaptor <sup>6</sup> <b>Shipped separately<sup>7</sup></b> KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish)

Control options	Other options	Finish (required)
<b>Shipped installed</b> PER NEMA twist-lock receptacle only (no controls) <sup>8</sup> PER5 Five-wire receptacle only (no controls) <sup>8,9</sup> PER7 Seven-wire receptacle only (no controls) <sup>8,9</sup> DMG 0-10V dimming driver (no controls) <sup>10</sup> DCR Dimmable and controllable via ROAM <sup>®</sup> (no controls) <sup>11</sup> PIR Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc <sup>12</sup> PIRH Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc <sup>12</sup>	<b>Shipped installed</b> HS House-side shield <sup>16</sup> SF Single fuse (120, 277, 347V) <sup>17</sup> DF Double fuse (208, 240, 480V) <sup>17</sup> L90 Left rotated optics <sup>1</sup> R90 Right rotated optics <sup>1</sup> DDL Diffused drop lens <sup>16</sup>	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLTXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

### Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) <sup>18</sup>
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) <sup>18</sup>
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) <sup>18</sup>
SC U	Shorting cap <sup>18</sup>
DSX0HS 20C U	House-side shield for 20 LED unit <sup>16</sup>
DSX0HS 30C U	House-side shield for 30 LED unit <sup>16</sup>
DSX0HS 40C U	House-side shield for 40 LED unit <sup>16</sup>
DSX0DDL U	Diffused drop lens (polycarbonate) <sup>16</sup>
PUMBA DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish) <sup>7</sup>
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) <sup>7</sup>

For more control options, visit [DTL](#) and [ROAM](#) online.

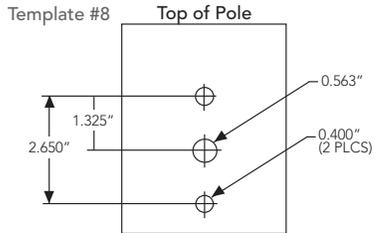
### NOTES

- 30 LEDs (30C option) and rotated options (L90 or R90) only available together.
- 1000mA not available with AMBPC.
- AMBPC only available with 530mA or 700mA.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120V, 208V, 240V or 277V options only when ordering with fusing (SF, DF options).
- Not available with single board, 530mA product (20C 530 or 30C 530). Not available with BL30, BL50 or PNMT options.
- Available as a separate combination accessory: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories.
- If ROAM<sup>®</sup> node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR.
- DMG option for 347V or 480V requires 1000mA.

- Specifies a ROAM<sup>®</sup> enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM<sup>®</sup> deployment; must be purchased separately. Call 1-800-442-6745 or email: [sales@roamservices.net](mailto:sales@roamservices.net). N/A with PER5, PER7, BL30, BL50 or PNMT options.
- PIR and PIR1FC3V specify the [SensorSwitch SBGR-10-ODP](#) control; PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Motion Sensor Guide](#) for details. Dimming driver standard. Not available with PER5 or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.
- Requires an additional switched circuit.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7 or PNMT options.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, PER5, PER7, BL30 or BL50.
- Also available as a separate accessory; see Accessories information.
- Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.



## Drilling



DSXO shares a unique drilling pattern with the AERIS™ family. Specify this drilling pattern when specifying poles, per the table below.

<b>DM19AS</b>	Single unit	<b>DM29AS</b>	2 at 90° *
<b>DM28AS</b>	2 at 180°	<b>DM39AS</b>	3 at 90° *
<b>DM49AS</b>	4 at 90° *	<b>DM32AS</b>	3 at 120° **

Example: SSA 20 4C DM19AS DDBXD

Visit Lithonia Lighting's **POLES CENTRAL** to see our wide selection of poles, accessories and educational tools.

\*Round pole top must be 3.25" O.D. minimum.

\*\*For round pole mounting (RPA) only.

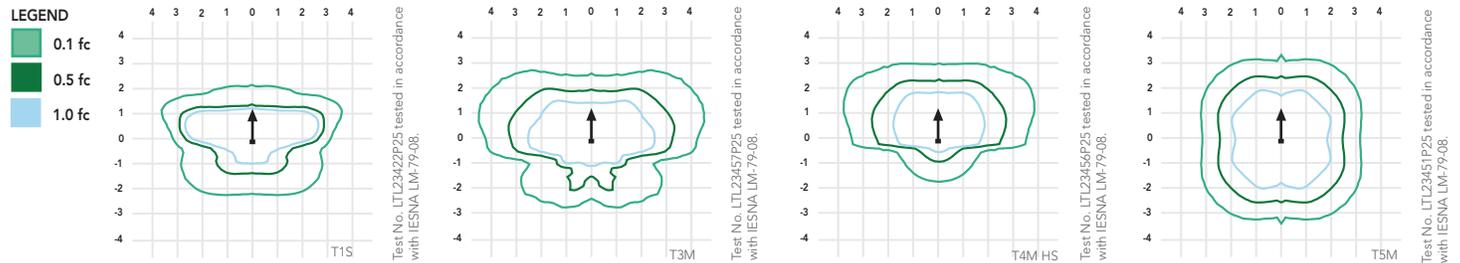
## Tenon Mounting Slipfitter\*\*

Tenon O.D.	Single Unit	2 at 180°	2 at 90°	3 at 120°	3 at 90°	4 at 90°
2-3/8"	AST20-190	AST20-280	AST20-290	AST20-320	AST20-390	AST20-490
2-7/8"	AST25-190	AST25-280	AST25-290	AST25-320	AST25-390	AST25-490
4"	AST35-190	AST35-280	AST35-290	AST35-320	AST35-390	AST35-490

## Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [D-Series Area homepage](#).

Isofootcandle plots for the DSXO LED 40C 1000 40K. Distances are in units of mounting height (20').



## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
<b>25°C</b>	<b>77°F</b>	<b>1.00</b>
30°C	86°F	1.00
40°C	104°F	0.99

### Electrical Load

Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
20C	530	35	0.34	0.22	0.21	0.20	--	--
	700	45	0.47	0.28	0.24	0.22	0.18	0.14
	1000	72	0.76	0.45	0.39	0.36	0.36	0.26
30C	530	52	0.51	0.31	0.28	0.25	--	--
	700	70	0.72	0.43	0.37	0.34	0.25	0.19
	1000	104	1.11	0.64	0.56	0.49	0.47	0.34
40C	530	68	0.71	0.41	0.36	0.33	0.25	0.19
	700	91	0.94	0.55	0.48	0.42	0.33	0.24
	1000	138	1.45	0.84	0.73	0.64	0.69	0.50

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	DSXO LED 20C 1000			
	1	0.98	0.96	0.93
	DSXO LED 40C 1000			
	1	0.98	0.95	0.90
	DSXO LED 40C 700			
	1	0.99	0.99	0.99



# Performance Data

## Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Forward Optics																								
LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)					
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	
20C (20 LEDs)	530 mA	35 W	T1S	4,079	1	0	1	117	4,380	1	0	1	125	4,408	1	0	1	126	2,541	1	0	1	73	
			T2S	4,206	1	0	1	120	4,516	1	0	1	129	4,544	1	0	1	130	2,589	1	0	1	74	
			T2M	4,109	1	0	1	117	4,413	1	0	1	126	4,440	1	0	1	127	2,539	1	0	1	73	
			T3S	4,104	1	0	1	117	4,407	1	0	1	126	4,435	1	0	1	127	2,558	1	0	1	73	
			T3M	4,142	1	0	1	118	4,447	1	0	1	127	4,475	1	0	1	128	2,583	1	0	1	74	
			T4M	4,198	1	0	1	120	4,508	1	0	1	129	4,536	1	0	1	130	2,570	1	0	1	73	
			FTFM	4,135	1	0	1	118	4,440	1	0	2	127	4,468	1	0	2	128	2,540	1	0	1	73	
			TSVS	4,368	2	0	0	125	4,691	2	0	0	134	4,720	2	0	0	135	2,650	1	0	0	76	
			T5S	4,401	2	0	2	126	4,725	2	0	0	135	4,755	2	0	0	136	2,690	1	0	0	77	
			T5M	4,408	2	0	1	126	4,734	3	0	1	135	4,763	3	0	1	136	2,658	2	0	0	76	
			TSW	4,344	3	0	1	124	4,664	3	0	1	133	4,693	3	0	1	134	2,663	2	0	1	76	
			T1S	5,181	1	0	1	115	5,563	1	0	1	124	5,598	1	0	1	124	3,144	1	0	1	70	
	T2S	5,342	1	0	1	119	5,736	1	0	1	127	5,772	1	0	1	128	3,203	1	0	1	71			
	T2M	5,219	1	0	1	116	5,605	1	0	1	125	5,640	1	0	1	125	3,141	1	0	1	70			
	T3S	5,213	1	0	1	116	5,598	1	0	1	124	5,633	1	0	1	125	3,165	1	0	1	70			
	T3M	5,260	1	0	1	117	5,649	1	0	2	126	5,684	1	0	2	126	3,196	1	0	1	71			
	T4M	5,332	1	0	1	118	5,725	1	0	2	127	5,761	1	0	2	128	3,179	1	0	1	71			
	FTFM	5,252	1	0	2	117	5,640	1	0	2	125	5,675	1	0	2	126	3,143	1	0	1	70			
	TSVS	5,548	2	0	0	123	5,958	2	0	0	132	5,995	2	0	0	133	3,278	2	0	0	73			
	T5S	5,589	2	0	0	124	6,002	2	0	0	133	6,039	2	0	0	134	3,328	2	0	0	74			
	T5M	5,599	3	0	1	124	6,012	3	0	1	134	6,050	3	0	1	134	3,288	2	0	1	73			
	TSW	5,517	3	0	1	123	5,924	3	0	1	132	5,961	3	0	1	132	3,295	2	0	1	73			
	1000 mA	72 W	T1S	7,085	1	0	1	98	7,608	2	0	2	106	7,656	2	0	2	106						
			T2S	7,305	1	0	1	101	7,845	2	0	2	109	7,894	2	0	2	110						
			T2M	7,138	1	0	2	99	7,665	2	0	2	106	7,713	2	0	2	107						
			T3S	7,129	1	0	1	99	7,656	2	0	2	106	7,704	2	0	2	107						
			T3M	7,194	1	0	2	100	7,725	2	0	2	107	7,773	2	0	2	108						
			T4M	7,292	1	0	2	101	7,830	2	0	2	109	7,879	2	0	2	109						
			FTFM	7,183	1	0	2	100	7,713	1	0	2	107	7,761	1	0	2	108						
			TSVS	7,588	2	0	0	105	8,148	3	0	0	113	8,199	3	0	0	114						
			T5S	7,644	2	0	0	106	8,208	2	0	0	114	8,259	2	0	0	115						
			T5M	7,657	3	0	1	106	8,222	3	0	1	114	8,274	3	0	1	115						
			TSW	7,545	3	0	1	105	8,102	3	0	2	113	8,153	3	0	2	113						
			40C (40 LEDs)	530 mA	68 W	T1S	7,926	2	0	2	117	8,511	2	0	2	125	8,564	2	0	2	126	4,878	1	0
	T2S	8,172				2	0	2	120	8,775	2	0	2	129	8,830	2	0	2	130	4,969	1	0	1	73
	T2M	7,985				2	0	2	117	8,574	2	0	2	126	8,628	2	0	2	127	4,874	1	0	1	72
T3S	7,975	1				0	2	117	8,564	2	0	2	126	8,617	2	0	2	127	4,910	1	0	1	72	
T3M	8,047	2				0	2	118	8,642	2	0	2	127	8,696	2	0	2	128	4,958	1	0	2	73	
T4M	8,157	1				0	2	120	8,759	2	0	2	129	8,813	2	0	2	130	4,932	1	0	2	73	
FTFM	8,035	1				0	2	118	8,628	2	0	2	127	8,682	2	0	2	128	4,876	1	0	2	72	
TSVS	8,488	2				0	0	125	9,115	3	0	0	134	9,172	3	0	0	135	5,086	2	0	0	75	
T5S	8,550	2				0	0	126	9,182	3	0	1	135	9,239	3	0	1	136	5,163	2	0	0	76	
T5M	8,565	3				0	1	126	9,198	3	0	2	135	9,255	3	0	2	136	5,102	3	0	1	75	
TSW	8,440	3				0	2	124	9,063	3	0	2	133	9,120	3	0	2	134	5,112	3	0	1	75	
700 mA	91 W	T1S				10,066	2	0	2	111	10,810	2	0	2	119	10,877	2	0	2	120	6,206	2	0	2
		T2S		10,379	2	0	2	114	11,145	2	0	2	122	11,215	2	0	2	123	6,322	2	0	2	69	
		T2M		10,141	2	0	2	111	10,890	2	0	2	120	10,958	2	0	2	120	6,201	2	0	2	68	
		T3S		10,129	2	0	2	111	10,877	2	0	2	120	10,945	2	0	2	120	6,247	1	0	2	69	
		T3M		10,221	2	0	2	112	10,975	2	0	2	121	11,044	2	0	2	121	6,308	2	0	2	69	
		T4M		10,359	2	0	2	114	11,124	2	0	2	122	11,194	2	0	2	123	6,275	1	0	2	69	
		FTFM		10,205	2	0	2	112	10,958	2	0	3	120	11,027	2	0	3	121	6,203	1	0	2	68	
		TSVS		10,781	3	0	0	118	11,576	3	0	1	127	11,649	3	0	1	128	6,569	2	0	0	72	
		T5S		10,860	3	0	1	119	11,662	3	0	1	128	11,734	3	0	1	129	6,569	2	0	0	72	
		T5M		10,879	3	0	2	120	11,682	3	0	2	128	11,755	3	0	2	129	6,491	3	0	1	71	
		TSW		10,719	3	0	2	118	11,511	4	0	2	126	11,583	4	0	2	127	6,504	3	0	2	71	
		1000 mA		138 W	T1S	13,767	2	0	2	100	14,783	3	0	3	107	14,876	3	0	3	108				
T2S	14,194				2	0	2	103	15,242	3	0	3	110	15,338	3	0	3	111						
T2M	13,869				2	0	2	101	14,893	3	0	3	108	14,986	3	0	3	109						
T3S	13,852				2	0	2	100	14,875	2	0	2	108	14,968	2	0	2	108						
T3M	13,978				2	0	2	101	15,010	3	0	3	109	15,104	3	0	3	109						
T4M	14,168				2	0	2	103	15,214	3	0	3	110	15,309	3	0	3	111						
FTFM	13,956				2	0	3	101	14,987	2	0	3	109	15,080	2	0	3	109						
TSVS	14,744				3	0	1	107	15,832	3	0	1	115	15,931	4	0	1	115						
T5S	14,852				3	0	1	108	15,948	3	0	1	116	16,048	3	0	1	116						
T5M	14,878				4	0	2	108	15,976	4	0	2	116	16,076	4	0	2	116						
TSW	14,660				4	0	2	106	15,742	4	0	2	114	15,840	4	0	2	115						



# Performance Data

## L90 and R90 Rotated Optics

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)					AMBPC (Amber Phosphor Converted)					
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	
				30C (30 LEDs)																				
	530 mA	52 W	T1S	6,130	2	0	2	118	6,583	2	0	2	127	6,624	2	0	2	127	3,841	2	0	2	74	
			T2S	6,321	2	0	2	122	6,787	2	0	2	131	6,830	3	0	3	131	3,912	2	0	2	75	
			T2M	6,176	2	0	2	119	6,632	3	0	3	128	6,673	3	0	3	128	3,837	2	0	2	74	
			T3S	6,168	2	0	2	119	6,624	3	0	3	127	6,665	3	0	3	128	3,866	2	0	2	74	
			T3M	6,224	3	0	3	120	6,684	3	0	3	129	6,726	3	0	3	129	3,904	2	0	2	75	
			T4M	6,309	3	0	3	121	6,775	3	0	3	130	6,817	3	0	3	131	3,884	2	0	2	75	
			TFTM	6,215	3	0	3	120	6,673	3	0	3	128	6,715	3	0	3	129	3,839	2	0	2	74	
			TSVS	6,565	2	0	0	126	7,050	2	0	0	136	7,094	2	0	0	136	4,005	2	0	0	77	
			T5S	6,613	2	0	0	127	7,102	2	0	0	137	7,146	2	0	0	137	4,065	2	0	0	78	
			T5M	6,625	3	0	1	127	7,114	3	0	1	137	7,159	3	0	1	138	4,017	2	0	1	77	
	TSW	6,528	3	0	1	126	7,010	3	0	2	135	7,054	3	0	2	136	4,025	3	0	1	77			
		700 mA	70 W	T1S	7,786	2	0	2	111	8,361	3	0	3	119	8,413	3	0	3	120	4,783	2	0	2	68
				T2S	8,028	2	0	2	115	8,620	3	0	3	123	8,674	3	0	3	124	4,873	2	0	2	70
				T2M	7,844	3	0	3	112	8,423	3	0	3	120	8,476	3	0	3	121	4,779	2	0	2	68
				T3S	7,834	3	0	3	112	8,413	3	0	3	120	8,465	3	0	3	121	4,815	2	0	2	69
				T3M	7,905	3	0	3	113	8,489	3	0	3	121	8,542	3	0	3	122	4,862	3	0	3	69
				T4M	8,013	3	0	3	114	8,604	3	0	3	123	8,658	3	0	3	124	4,837	3	0	3	69
				TFTM	7,893	3	0	3	113	8,476	3	0	3	121	8,529	3	0	3	122	4,781	3	0	3	68
				TSVS	8,338	2	0	0	119	8,954	3	0	0	128	9,010	3	0	0	129	4,988	2	0	0	71
				T5S	8,400	2	0	0	120	9,020	3	0	1	129	9,076	3	0	1	130	5,063	2	0	0	72
T5M				8,414	3	0	1	120	9,036	3	0	2	129	9,092	3	0	2	130	5,003	3	0	1	71	
TSW	8,291	3	0	2	118	8,903	3	0	2	127	8,959	3	0	2	128	5,013	3	0	1	72				
	1000 mA	104 W	T1S	10,648	3	0	3	102	11,434	3	0	3	110	11,506	3	0	3	111						
			T2S	10,979	3	0	3	106	11,789	3	0	3	113	11,863	3	0	3	114						
			T2M	10,727	3	0	3	103	11,519	3	0	3	111	11,591	3	0	3	111						
			T3S	10,714	3	0	3	103	11,505	3	0	3	111	11,577	3	0	3	111						
			T3M	10,812	3	0	3	104	11,610	4	0	4	112	11,682	4	0	4	112						
			T4M	10,958	3	0	3	105	11,767	3	0	3	113	11,841	3	0	3	114						
			TFTM	10,795	3	0	3	104	11,592	3	0	3	111	11,664	4	0	4	112						
			TSVS	11,404	3	0	0	110	12,245	3	0	1	118	12,322	3	0	1	118						
			T5S	11,487	3	0	1	110	12,336	3	0	1	119	12,413	3	0	1	119						
			T5M	11,508	3	0	2	111	12,357	4	0	2	119	12,434	4	0	2	120						
TSW	11,339	4	0	2	109	12,176	4	0	2	117	12,252	4	0	2	118									

## FEATURES & SPECIFICATIONS

### INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and streetscapes.

### CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.8 ft<sup>2</sup>) for optimized pole wind loading.

### FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

### OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in standard 4000 K (70 minimum CRI) or optional 3000 K (70 minimum CRI) or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

### ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L96/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of

100,000 hours with <1% failure rate. Easily serviceable 10kV or 6kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

### INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern. Optional terminal block, tool-less entry, and NEMA photocontrol receptacle are also available.

### LISTINGS

UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C minimum ambient. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org](http://www.designlights.org) to confirm which versions are qualified.

### WARRANTY

5-year limited warranty. Complete warranty terms located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx)

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





# D-Series Size 1 LED Wall Luminaire



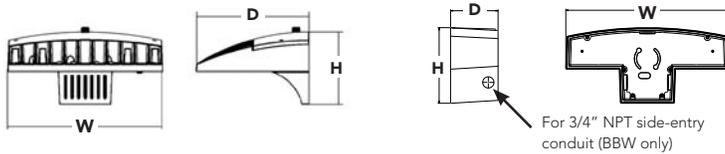
d<sup>series</sup>

## Specifications Luminaire

<b>Width:</b>	13-3/4" (34.9 cm)	<b>Weight:</b>	12 lbs (5.4 kg)
<b>Depth:</b>	10" (25.4 cm)		
<b>Height:</b>	6-3/8" (16.2 cm)		

## Back Box (BBW, ELCW)

<b>Width:</b>	13-3/4" (34.9 cm)	<b>BBW Weight:</b>	5 lbs (2.3 kg)
<b>Depth:</b>	4" (10.2 cm)	<b>ELCW Weight:</b>	10 lbs (4.5 kg)
<b>Height:</b>	6-3/8" (16.2 cm)		



Catalog  
Number

Notes Fixture Label "B"

Type

Hit the Tab key or mouse over the page to see all interactive elements.

## Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

## Ordering Information

**EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD**

DSXW1 LED																	
Series	LEDs	Drive Current		Color temperature		Distribution		Voltage	Mounting	Control Options	Other Options	Finish (required)					
DSXW1 LED	10C 10 LEDs (one engine)	350	350 mA	30K	3000 K	T2S	Type II Short	MVOLT <sup>1</sup>	Shipped included (blank) Surface mounting bracket	Shipped installed PE Photoelectric cell, button type <sup>4</sup>	Shipped installed SF Single fuse (120, 277 or 347V) <sup>7</sup>	DDBXD Dark bronze					
		530	530 mA	40K	4000 K	T2M	Type II Medium	120 <sup>1</sup>									
		700	700 mA	50K	5000 K	T3S	Type III Short	208 <sup>1</sup>									
	20C 20 LEDs (two engines)	1000 1000 mA (1 A)	AMBPC Amber phosphor converted	T3M	Type III Medium	T3M	Type III Medium	480 <sup>2</sup>	BBW Surface-mounted back box (for conduit entry) <sup>3</sup>	DMG 0-10V dimming driver (no controls)	PIR 180° motion/ambient light sensor, <15' mtg ht <sup>5</sup>	HS House-side shield <sup>8</sup>	DWHXD White				
														240 <sup>1</sup>	DF Double fuse (208, 240 or 480V) <sup>7</sup>	DSSXD Sandstone	
														277 <sup>1</sup>			PIRH 180° motion/ambient light sensor, 15-30' mtg ht <sup>5</sup>
														347 <sup>2</sup>	ELCW Emergency battery backup (includes external component enclosure) <sup>6</sup>	DBLBXD Textured black	
480 <sup>2</sup>	T4M	Type IV Medium	TFTM	Forward Throw Medium	ASYDF	Asymmetric diffuse	DNATXD Textured natural aluminum										
												DBLTXD Black					
												DNAXD Natural aluminum					
												DSSXD Sandstone					
												DBLTXD Textured dark bronze					
												DBLBXD Textured black					
												DNATXD Textured natural aluminum					
												DWHGXD Textured white					
												DSSTXD Textured sandstone					
												BSW Bird-deterrent spikes					
												WG Wire guard					
												VG Vandal guard					
												DDL Diffused drop lens					

### NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
- Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
- Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
- Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
- PIR specifies the Sensor Switch SBGR-10-ODP control; PIRH specifies the Sensor Switch SBGR-6-ODP control; see Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with 20 LED/1000 mA configuration (DSXW1 LED 20C 1000).
- Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at [www.lithonia.com](http://www.lithonia.com)
- Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option. Not available with ELCW.
- Also available as a separate accessory; see Accessories information.
- See the electrical section on page 3 for more details.

## Accessories

Ordered and shipped separately.

DSXWHS U	House-side shield (one per light engine)
DSXWBSW U	Bird-deterrent spikes
DSXW1WG U	Wire guard accessory
DSXW1VG U	Vandal guard accessory



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Exhibit received November 9, 2015

## Performance Data

### Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K					40K					50K					AMBER						
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW		
10C (10 LEDs)	530mA	20 W	T2S	1,843	1	0	1	92	1,956	1	0	1	98	1,729	1	0	1	86	1,264	0	0	1	63		
			T2M	1,756	1	0	1	88	1,864	1	0	1	93	1,648	1	0	1	82	1,205	0	0	1	60		
			T3S	1,822	0	0	1	91	1,934	0	0	1	97	1,710	0	0	1	86	1,250	0	0	1	63		
			T3M	1,804	1	0	1	90	1,914	1	0	1	96	1,693	1	0	1	85	1,237	0	0	1	62		
			T4M	1,767	1	0	1	88	1,876	1	0	1	94	1,658	0	0	1	83	1,212	0	0	1	61		
			TFTM	1,837	0	0	1	92	1,950	0	0	1	98	1,724	0	0	1	86	1,260	0	0	1	63		
			ASYDF	1,642	1	0	1	82	1,743	1	0	1	87	1,541	1	0	1	77	1,127	0	0	1	56		
			ASDF	2,272	1	0	1	84	2,409	1	0	1	89	2,421	1	0	1	90	1,544	0	0	1	57		
	700mA	27 W	T2M	2,165	1	0	1	80	2,296	1	0	1	85	2,307	1	0	1	85	1,472	0	0	1	55		
			T3S	2,247	1	0	1	83	2,382	1	0	1	88	2,394	1	0	1	89	1,527	0	0	1	57		
			T3M	2,224	1	0	1	82	2,358	1	0	1	87	2,370	1	0	1	88	1,512	0	0	1	56		
			T4M	2,179	1	0	1	81	2,310	1	0	1	86	2,322	1	0	1	86	1,481	0	0	1	55		
			TFTM	2,265	1	0	1	84	2,401	1	0	1	89	2,413	1	0	1	89	1,539	0	0	1	57		
			ASYDF	2,025	1	0	1	75	2,147	1	0	1	80	2,158	1	0	1	80	1,376	1	0	1	51		
			T2S	3,011	1	0	1	75	3,190	1	0	1	80	3,202	1	0	1	80	2,235	1	0	1	58		
			T2M	2,870	1	0	1	72	3,040	1	0	1	76	3,051	1	0	1	76	2,130	1	0	2	55		
	1000mA	40 W	T3S	2,978	1	0	1	74	3,155	1	0	1	79	3,166	1	0	1	79	2,210	1	0	2	57		
			T3M	2,948	1	0	1	74	3,123	1	0	1	78	3,134	1	0	1	78	2,187	1	0	2	56		
			T4M	2,888	1	0	1	72	3,059	1	0	1	76	3,071	1	0	1	77	2,143	1	0	2	55		
			TFTM	3,002	1	0	1	75	3,180	1	0	1	80	3,192	1	0	1	80	2,228	1	0	2	57		
			ASYDF	2,684	1	0	1	67	2,843	1	0	1	71	2,854	1	0	1	71	1,991	1	0	2	51		
			T2S	3,649	1	0	1	101	3,876	1	0	1	108	3,429	1	0	1	95	2,504	1	0	1	70		
			T2M	3,478	1	0	1	97	3,694	1	0	1	103	3,267	1	0	1	91	2,387	1	0	1	66		
			T3S	3,609	1	0	1	100	3,833	1	0	1	106	3,390	1	0	1	94	2,477	1	0	1	69		
20C (20 LEDs)	530mA	36 W	T3M	3,572	1	0	1	99	3,794	1	0	1	105	3,356	1	0	1	93	2,451	1	0	2	68		
			T4M	3,500	1	0	2	97	3,717	1	0	2	103	3,288	1	0	1	91	2,402	1	0	1	67		
			TFTM	3,638	1	0	1	101	3,864	1	0	1	107	3,418	1	0	1	95	2,496	1	0	1	69		
			ASYDF	3,252	1	0	2	90	3,454	1	0	2	96	3,056	1	0	2	85	2,232	1	0	1	62		
			700mA	47 W	T2S	4,502	1	0	1	96	4,776	1	0	1	102	4,794	1	0	1	102	3,065	1	0	1	65
					T2M	4,290	1	0	1	91	4,552	1	0	1	97	4,569	1	0	1	97	2,921	1	0	1	62
					T3S	4,452	1	0	1	95	4,723	1	0	2	100	4,741	1	0	2	101	3,031	1	0	1	64
					T3M	4,407	1	0	2	94	4,675	1	0	2	99	4,693	1	0	2	100	3,000	1	0	1	64
	T4M	4,318			1	0	2	92	4,581	1	0	2	97	4,598	1	0	2	98	2,939	1	0	1	63		
	TFTM	4,488			1	0	2	95	4,761	1	0	2	101	4,779	1	0	2	102	3,055	1	0	1	65		
	ASYDF	4,012			1	0	2	85	4,257	1	0	2	91	4,273	1	0	2	91	2,732	1	0	1	58		
	ASDF	5,963			1	0	1	80	6,327	1	0	1	84	6,351	1	0	1	85	4,429	1	0	1	61		
	1000mA	74 W	T2M	5,683	1	0	2	76	6,029	1	0	2	80	6,052	1	0	2	81	4,221	1	0	2	58		
			T3S	5,896	1	0	2	79	6,256	1	0	2	83	6,280	1	0	2	84	4,380	1	0	2	60		
			T3M	5,837	1	0	2	78	6,193	1	0	2	83	6,216	1	0	2	83	4,335	1	0	2	59		
			T4M	5,719	1	0	2	76	6,067	1	0	2	81	6,090	1	0	2	81	4,248	1	0	2	58		
			TFTM	5,944	1	0	2	79	6,307	1	0	2	84	6,330	1	0	2	84	4,415	1	0	2	60		
			ASYDF	5,314	1	0	2	71	5,638	2	0	2	75	5,660	2	0	2	75	3,947	1	0	2	54		

## Performance Data

### Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
<b>25°C</b>	<b>77°F</b>	<b>1.00</b>
30°C	86°F	1.00
40°C	104°F	0.98

### Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **DSXW1 LED 20C 1000** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.95	0.93	0.88

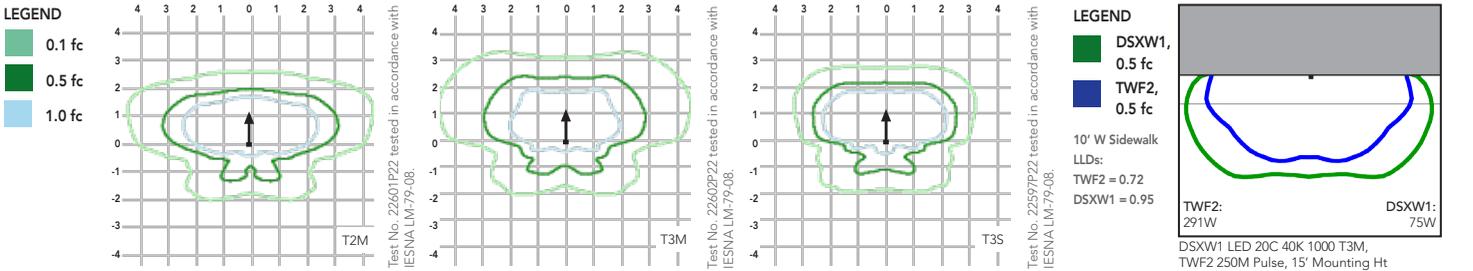
### Electrical Load

LEDs	Drive Current (mA)	System Watts	Current (A)					
			120V	208V	240V	277V	347V	480V
10C	350	14 W	0.13	0.07	0.06	0.06	-	-
	530	20 W	0.19	0.11	0.09	0.08	-	-
	700	27 W	0.25	0.14	0.13	0.11	-	-
	1000	40 W	0.37	0.21	0.19	0.16	-	-
20C	350	25 W	0.23	0.13	0.12	0.10	-	-
	530	36 W	0.33	0.19	0.17	0.14	-	-
	700	47 W	0.44	0.25	0.22	0.19	0.15	0.11
	1000	75 W	0.69	0.40	0.35	0.30	0.23	0.17

## Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Wall Size 1 homepage.

Isofootcandle plots for the DSXW1 LED 20C 1000 40K. Distances are in units of mounting height (15').



## Options and Accessories



T3M (left), ASYDF (right) lenses



HS - House-side shields



BSW - Bird-deterrent spikes



WG - Wire guard



VG - Vandal guard



DDL - Diffused drop lens

## FEATURES & SPECIFICATIONS

### INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

### CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

### FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in textured and non-textured finishes.

### OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (80 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 CRI) configurations.

### ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a

power factor >90%, THD <20%, and a minimum 2.5KV surge rating. When ordering the SPD option, a separate surge protection device is installed within the luminaire which meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

### INSTALLATION

Included universal mounting bracket attaches securely to any 4" round or square outlet box for quick and easy installation. Luminaire has a slotted gasket wireway and attaches to the mounting bracket via corrosion-resistant screws.

### LISTINGS

CSA certified to U.S. and Canadian standards. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at [www.designlights.org](http://www.designlights.org) to confirm which versions are qualified.

### WARRANTY

Five year limited warranty. Full warranty terms located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx).

**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.







**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #13.D**  
(To be inserted by Deputy Clerk)

**DATE OF BOARD MEETING:** Monday, January 4, 2016

**TITLE OF ITEMS SUBMITTED:** An Ordinance Authorizing a Redevelopment Agreement between the Village of Wheeling and Consolidated Commercial Properties, LLC in Regard to a Parking Lot Development Comprising a Part of the Crossroads (Central Business District) TIF District and Authorizing the Transfer of Title to Certain Real Property Owned by the Village to Consolidated Commercial Properties, LLC, in Relation Thereto.

**SUBMITTED BY:** James V. Ferolo, Village Attorney

**BASIC DESCRIPTION OF ITEM:** This Ordinance authorizes the Village President and Clerk to execute a Redevelopment Agreement with the owner of Consolidated Commercial Properties that will result in the sale of Village owned property in the Crossroads TIF District at 300 S. Milwaukee Avenue on which the Developer will construct a parking lot that will be licensed to the Village for public parking use during designated times.

**EXHIBIT(S) ATTACHED:** Ordinance, Staff Memo, Redevelopment Agreement, Real Estate Contract, and License Agreement.

**RECOMMENDATION:** Submitted for Approval

**SUBMITTED FOR APROVAL:** Village Manager



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** John C. Melaniphy III, Director of Economic Development  
**DATE:** December 30, 2015  
**SUBJECT:** 300 S. Milwaukee Avenue – Redevelopment Agreement

**EXECUTIVE SUMMARY**

The Village received an offer to purchase the 9,662 square foot Village-owned land at 300 S. Milwaukee from Consolidated Consulting Engineers. The Village Board provided direction on the purchase price parameters following some initial negotiation. Consolidated Consulting Engineers plans purchase the property for \$60,000 to develop a parking lot containing 20 parking spaces which can be utilized for their office building use as well as for public use in the evenings and weekends. This will provide additional public parking in the Crossroads TIF District. Consolidated Consulting Engineers will develop and own the parking lot without the use of any TIF Funds.

Economic Development staff received an offer to purchase the 9,662 square foot Village-owned land at 300 S. Milwaukee from Consolidated Consulting Engineers. They own an office building at 212-224 S. Milwaukee Avenue adjacent to the Village-owned property. The Village Board provided direction on the purchase price parameters following some initial negotiations. Consolidated Consulting Engineers plans to develop a parking lot containing 20 parking spaces which can be utilized for public use in the evenings and weekends. This will provide additional public parking in the Crossroad TIF District. Consolidated Consulting Engineers will develop and own the parking lot without the use of any TIF Funds.

Consolidated Consulting Engineers will purchase the Village-owned parcel for \$60,000. There is a Village-owned ejector pump on the property thus the redevelopment agreement requires an easement to allow Village Public Works employees access. The developer will grant an easement in perpetuity for the benefit of the general public that allows for use of a portion of the property as an ejector pump.

The purchase and sale agreement shall provide that the Village will transfer the property to the developer in an “as is” condition with no environmental representations or warranties of any kind for a purchase price of Sixty Thousand and 00/100 Dollars (\$60,000.00). The parties acknowledge that as a partial incentive pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, the Village is selling the property at an amount that is less than its fair market value. The Developer will grant an easement in perpetuity for the benefit of the general public that allows for use of a portion of the property as an ejector pump. The easement will be recorded against the property. The developer shall further enter into a license agreement with the Village in a form for use of the property as a public parking lot on Monday-Friday from 6:00 p.m.-2:00 a.m. and on Saturday 3:00 p.m. to 2:00 am and Sunday from 12:00 p.m. -2:00 a.m. A copy of the site plan for the parking lot is attached.

Within ninety days (90) after the date of the final execution of the purchase and sale agreement, developer shall: (i) perform any and all due diligence on the property and project in accordance with the terms and conditions of the purchase and sale agreement and (ii) within ninety (90) days after the date of the final execution of the purchase and sale agreement, submit to the Village all plans, specifications and other information necessary for action by the Village upon all approvals, consents, permits, licenses and authorizations reasonably necessary for the project to be constructed in a timely manner pursuant to the terms of this Agreement. The Village in its capacity as a municipal corporation has sole discretion to approve the final development plans for the project.

Village staff recommends approval of the sale of the Village-owned parcel of land to Consolidated Consulting Engineers for \$60,000 for development of a parking lot to enhance parking availability to the adjacent office building as well as for public use in the Crossroad TIF District in the evenings and on the weekends.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING  
A REDEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF WHEELING AND  
CONSOLIDATED COMMERCIAL PROPERTIES, LLC IN REGARD TO  
A PARKING LOT DEVELOPMENT COMPRISING A PART OF THE  
CROSSROADS (CENTRAL BUSINESS DISTRICT) TIF DISTRICT  
AND AUTHORIZING THE TRANSFER OF TITLE TO  
CERTAIN REAL PROPERTY OWNED BY THE VILLAGE  
TO CONSOLIDATED COMMERCIAL PROPERTIES, LLC, IN RELATION THERETO**

**BE IT ORDAINED**, by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, as follows:

**SECTION 1:** The President and Board of Trustees of the Village of Wheeling (hereinafter referred to as the "VILLAGE") find as follows:

- A. The VILLAGE is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.
- B. The VILLAGE is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (hereinafter referred to as the "ACT"), to finance redevelopment in accordance with the conditions and requirements set forth in the ACT.
- C. Pursuant to Ordinance Numbers 2157, 2158 and 2159, adopted May 20, 1985, as amended by Ordinance Number 3294, adopted May 18, 1998, Ordinance Number 3935, adopted January 10, 2005, and Ordinance Number 4267, adopted November 12, 2007, the VILLAGE approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF PLAN"), designated the tax increment redevelopment project area (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA"), and adopted tax increment financing relative to the VILLAGE's central business district tax increment financing district (hereinafter referred to as the "CROSSROADS TIF DISTRICT"); said CROSSROADS TIF DISTRICT being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made part hereof.
- D. The VILLAGE is the fee owner of certain real property located within the REDEVELOPMENT PROJECT AREA, said property being legally

described on EXHIBIT B attached hereto and made part hereof (hereinafter referred to as the "VILLAGE PARCEL").

- E. Consolidated Commercial Properties, LLC (hereinafter referred to as the "DEVELOPER") is the fee owner of certain real property located within the REDEVELOPMENT PROJECT AREA.
- F. The DEVELOPER desires to acquire title to the VILLAGE PARCEL, as legally described on EXHIBIT B attached hereto and made part hereof, (hereinafter referred to as the "VILLAGE PARCEL"), and redevelop the VILLAGE PARCEL by constructing a parking lot thereon, consisting of approximately twenty (20) spaces that will be available for public use during designated times (the "PROJECT").
- G. That attached hereto as EXHIBIT C and made part hereof is a redevelopment agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the VILLAGE will transfer title to the VILLAGE PARCEL to the DEVELOPER, as well as the terms and conditions pursuant to which the DEVELOPER will proceed with the PROJECT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").
- H. That notice of the VILLAGE's intent to enter into the REDEVELOPMENT AGREEMENT, including the VILLAGE's intent to transfer title to the VILLAGE PARCEL pursuant thereto, as required by 65 ILCS 5/11-74.4-4(c), was published in the Daily Herald on December 24, 2015.
- I. In accordance with the TIF ACT, it is in the best interest of the VILLAGE to approve the REDEVELOPMENT AGREEMENT, and transfer title to the VILLAGE PARCEL to the DEVELOPER pursuant thereto, so that redevelopment within the CROSSROADS TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE's public purpose for transferring title to the VILLAGE PARCEL.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, a REDEVELOPMENT AGREEMENT that is in substantial conformity with the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C is hereby approved. The Village Manager is authorized to approve any final changes to the

REDEVELOPMENT AGREEMENT or to any of the EXHIBITS attached thereto. The President and Clerk of the VILLAGE be and they are hereby authorized and directed to transfer title to the VILLAGE PARCEL, pursuant to the terms and conditions set forth in said REDEVELOPMENT AGREEMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C, as may be necessary or convenient to consummate said property transactions, and to carry out the terms of said REDEVELOPMENT AGREEMENT.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016, pursuant to a roll call vote as

follows:

President D. Argiris	_____	Trustee R. Lang	_____
Trustee K. Brady	_____	Trustee J. Vito	_____
Trustee B. Hein	_____	Trustee D. Vogel	_____
Trustee M. Krueger	_____		

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Dean S. Argiris, Village President

**ATTEST:**

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village Clerk

Approved as to Form Only

\_\_\_\_\_  
Village Attorney

## **EXHIBIT A-1**

### **Legal Description of CROSSROADS TIF DISTRICT**

That part of Sections 2, 11 and 12 in Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at the intersection point of the south right-of-way line of Strong Avenue and the east right-of-way line of First Street; thence southerly 262.70 feet to the south line of William Zelosky's Milwaukee Avenue Addition to Wheeling; thence westerly along said south line 401.57 feet more or less to a line 619.40 feet easterly of and parallel to the centerline of Wolf Road; thence southerly along said parallel line 817.78 feet more or less to a line 400 feet south of and parallel to the north line of Lot 15 in Uptadel's Sunnyside Addition to Wheeling; thence easterly along the last described parallel line 490.0 feet to a line 1109.40 feet east of and parallel to the centerline of Wolf Road; thence southerly along the last described parallel line 117.50 feet to the north right-of-way line of Deborah Lane; thence easterly along the north right-of-way line of Deborah Lane 33.67 feet; thence southerly 82.0 feet along the easternmost right-of-way line of Deborah Lane and its extension to the northwest corner of Lot 1 in McDonald's Subdivision; thence easterly 211.0 feet along the north line of Lot 1 to the northeast corner of said Lot 1; thence southerly along the east line of Lot 1 to the north right-of-way line of Dundee Road; thence westerly along the north right-of-way line of Dundee Road to a line 385 feet west of and parallel to the west right-of-way of Wheeling Avenue; thence southerly along last described parallel line 305.50 feet to a line 272.50 feet south of and parallel to the centerline of Dundee Road; thence westerly along last described parallel line 77.57 feet to a line 461.88 feet west of and parallel to the west line of Wheeling Avenue; thence south along said parallel line 112.50 feet to a line 385 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line 461.88 feet more or less to the west right-of-way line of Wheeling Avenue; thence northerly along the west right-of-way line of Wheeling Avenue to a line 183 feet south of and parallel to the centerline of Dundee Road; thence easterly along the last described parallel line 424.52 feet more or less to the east right-of-way of Wille Avenue; thence southerly along the east right-of-way line of Wille Avenue to the north right-of-way line of Center Avenue; thence easterly along the north right-of-way line of Center Avenue to a line 217.0 feet southwest of and parallel to the centerline of Milwaukee Avenue; thence southeasterly along said parallel line to a point in the southeast line of Lot 12 in L. McDuffee's Subdivision; thence southwesterly 374 feet more or less to a point on the east line of Lot 22 of Wille's Addition to Wheeling 31.65 feet south of the northeast corner of said Lot 22; thence southerly along the east line of Lots 22, 23, 24, 25, 26, 27, 28 and 29 to a point on a line parallel and 33 feet north of the centerline of Highland Avenue; thence easterly 87.60 feet along the north line of Highland Avenue to the southwest corner of Lot 1 in Petan's Subdivision; thenceforth 134 feet along the west line of Lot 1 to the northwest corner of Lot 1; thence easterly 699.64 feet along a line 134.0 feet north of and parallel to the north line of Highland Avenue; thence southeasterly 130.20 feet along the northeast line of Lot 11 in Pecan's Subdivision; thence southerly 61.55 feet along the east line and its extension of Lot II in Petan's Subdivision to a line parallel and 33 feet north of the south right-of-way line of Highland Avenue; thence east along said parallel line to the easterly line extended northerly of Lots 1, 2 and 3 in Ryan's Subdivision; thence southeasterly along previously described east line of Ryan's Subdivision

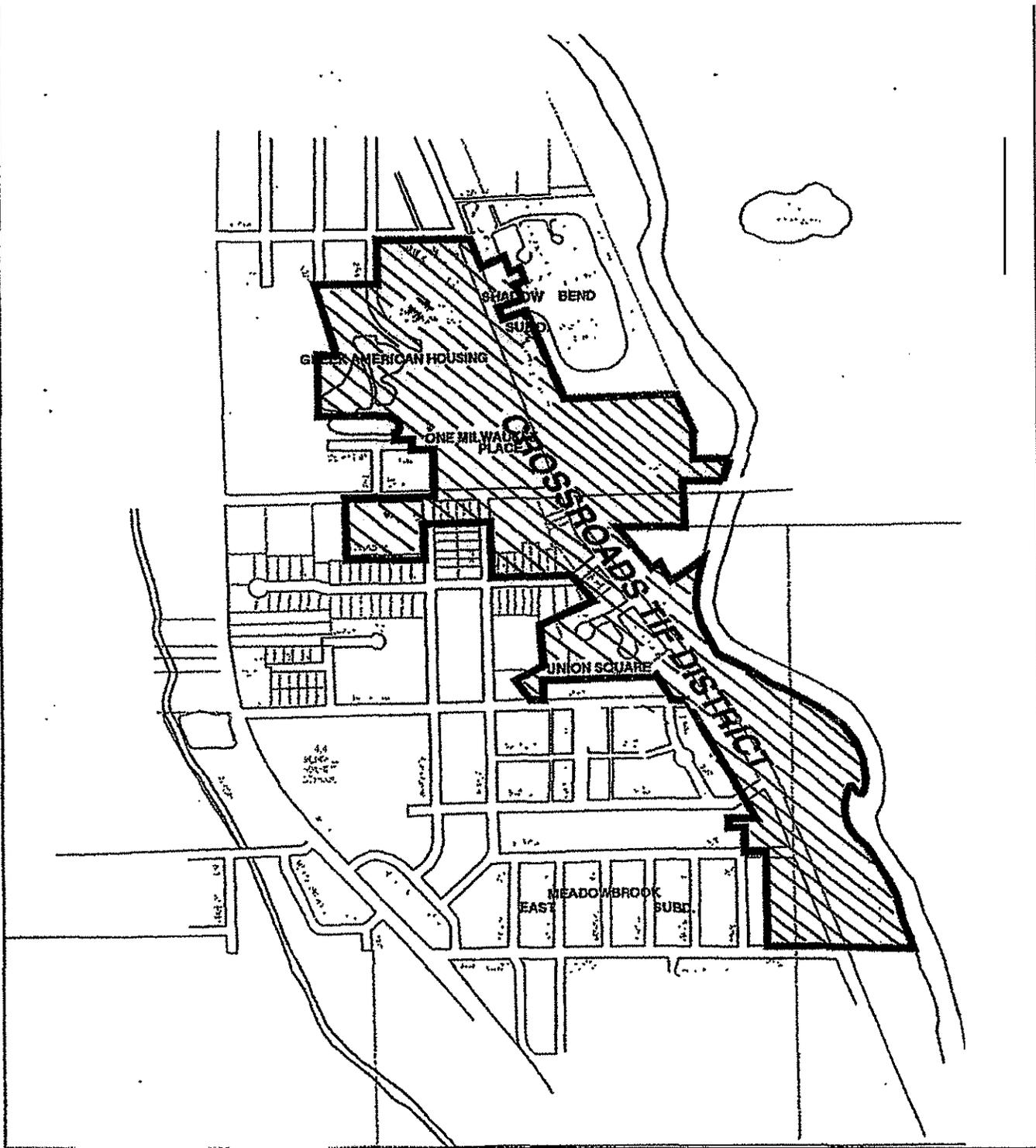
221.28 feet to the southeast corner of Lot 3 in Ryan's Subdivision; thence southeasterly 75.90 feet more or less to a point 158.32 feet east of the northwest corner of Lot 42 in Mors Farm Syndicate Subdivision, Unit No. I; thence southeasterly along the east lines of Lots 42, 41, 40, 39, and 38 in Mors Farm Syndicate Unit No. 1 to the north right-of-way line of Mors Avenue; thence southerly to the northeast corner of Lot 34 in Mors Farm Syndicate Unit No. 1; thence southeasterly along the east line of said Lot 34 to its southeast corner; thence westerly along the south line of Lot 34 and its extension west to the easterly line of Lot 1 in Kay Miller's Resubdivision of Lot 78 and parts of Lots 35, 79 and 80 and vacation of Park Avenue in Mor's Farm Syndicate Subdivision Unit No. I, also part of Lot 12 in subdivision of Section 12, 42, 11; thence southerly along the east line of Lot I to its southeast corner; thence easterly along the north line of Lot 17 and 18 in Meadowbrook Unit No. 3 to the northeast corner of said Lot 18; thence southerly 143.0 feet along the east line of Lot 18 and its extension south to the centerline of East Jeffery Avenue; thence easterly along the center line of East Jeffery Avenue to a line 110 feet east of and parallel with the east right-of-way line of Park Avenue; thence southerly along said parallel line to the north right-of-way line of Manchester Drive; thence easterly along the north right-of-way line of Manchester Drive to the centerline of Milwaukee Avenue; thence southeasterly along the centerline of Milwaukee Avenue to the south line of the east half of the northwest 1/4 of Section 12, 42, 11; thence easterly along said south line to the west bank of the Des Plaines River; thence northerly and westerly along the west bank of the Des Plaines River to the northwest line and its extension of Lot 24 in County Clerk's Subdivision of parts of Sections 1, 2, 11 and 12-42-11; thence southwesterly along said northwest line to a point on said line 4.82 feet northeasterly of the northwest corner of Lot 24; thence northwesterly 229.39 feet more or less to the north line and its extension of Lot 11 in County Clerk's Subdivision; thence southwesterly 45 feet more or less along said north line of Lot 11 to the southeast corner of Lot 10 in County Clerk's Subdivision; thence northwesterly 70 feet to the northeast corner of Lot 2 in Forke's Torrens Subdivision; thence northeasterly along the extension of the northwest line of Lot 2 in Forke's Torrens Subdivision 16 feet more or less to the east right-of-way line extended of the public alley east of Milwaukee Avenue; thence northerly along the east right-of-way line of the public alley east of Milwaukee Avenue and its extension, to a line 100 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line to the west bank of the Des Plaines River; thence northerly along the west bank of the Des Plaines River to the south line of Lot 3 in Owner's Subdivision, also being the south line of Shadowbend Phase I and its extension; thence westerly to the southwest corner of Shadowbend Phase I; thence northerly 478.85 feet along the westerly line of Shadowbend Phase I; thence westerly along the western boundary of Shadowbend Phase I to the east right-of-way of Milwaukee Avenue; thence northwesterly along the easterly right-of-way line of Milwaukee Avenue 85.09 feet to the north line of Shadowbend Phase I; thence easterly along said northerly line to the southwest corner of Shadowbend Phase III; thence northerly along the western boundary of Shadowbend Phase III to the southernmost line of Shadowbend Phase II; thence westerly along said south line of Shadowbend Phase II to the easterly right-of-way line of Milwaukee Avenue; thence northwesterly along the easterly right-of-way of Milwaukee Avenue to the south right-of-way line of Strong Avenue extended easterly; thence westerly along said south right-of-way line of Strong Avenue and its extension to the east right-of-way line of First Street, being the point of beginning, all in Cook County, Illinois.

**Street Location:** The Crossroads (Central Business District) TIF District Redevelopment Project Area generally includes the property along both sides of Milwaukee Avenue, from Strong Avenue on the north to Manchester Drive on the south, with extensions eastward to the Des Plaines River and westward past First Street along Dundee Road.

**EXHIBIT A-2**

**Depiction of the CROSSROADS TIF DISTRICT**

(see attached)



**EXHIBIT B**

**Legal Description of the VILLAGE PARCEL**

300 South Milwaukee Avenue, Wheeling, Illinois 60090

PINS: 03-12-104-016-0000; 03-12-104-017-0000; 03-12-104-018-0000; 03-12-104-019-0000

Legally described as follows:

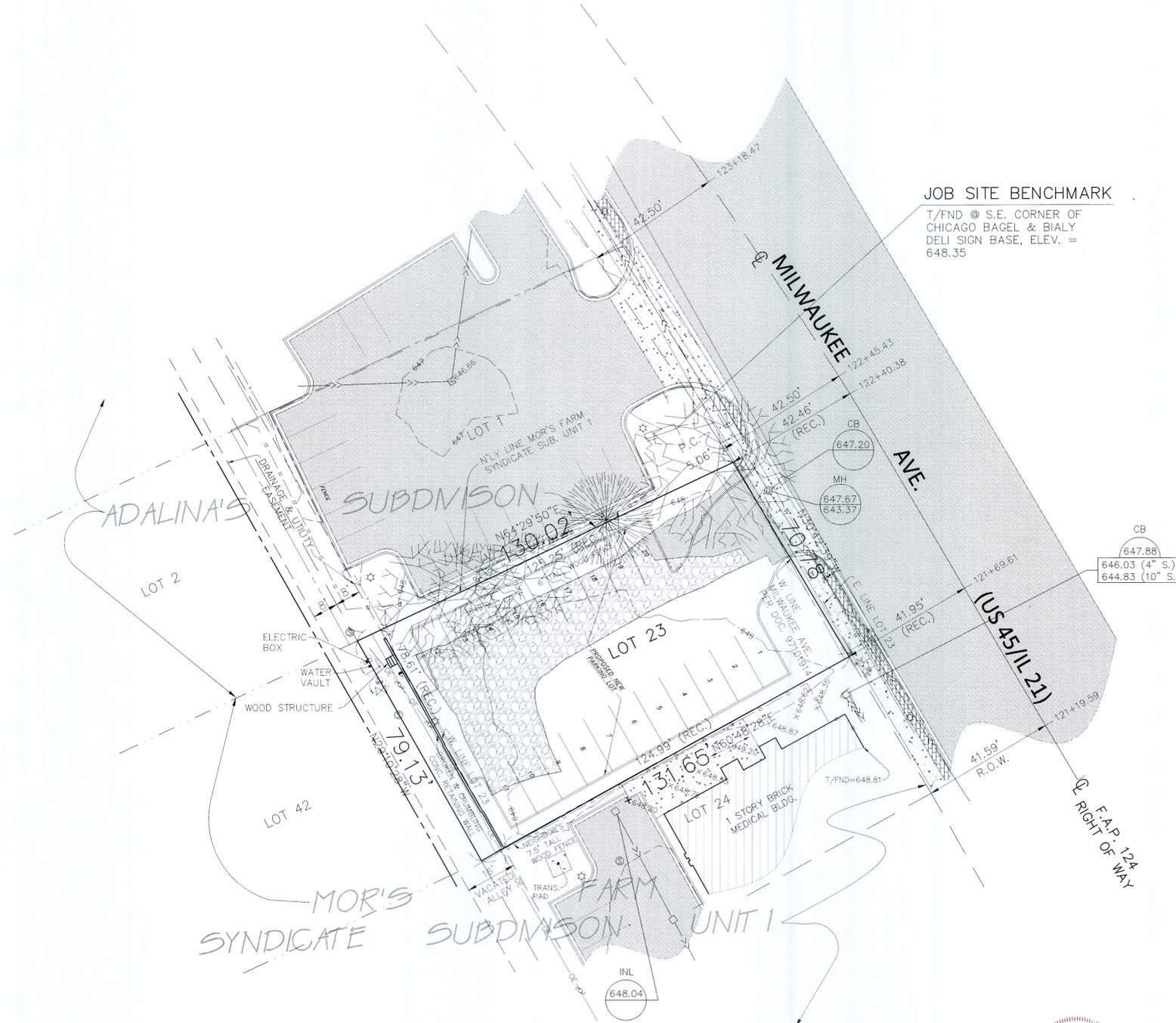
BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 23 IN MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 64 DEGREES 29 MINUTES 50 SECONDS EAST 130.02 FEET ALONG THE EXTENSION AND NORTHERLY LINE OF SAID LOT 23 TO THE WESTERLY LINE OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 97101914. THENCE SOUTH 30 DEGREES 42 MINUTES 39 SECONDS EAST 70.78 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT 23; THENCE SOUTH 60 DEGREES 48 MINUTES 28 SECONDS WEST 131.65 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST 79.13 FEET ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, RECORDED SEPTEMBER 8, 1927 AS DOCUMENT NUMBER 9771523, IN COOK COUNTY, ILLINOIS.

# PLAT OF SURVEY

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 23 IN MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 64 DEGREES 29 MINUTES 50 SECONDS EAST 130.02 FEET ALONG THE EXTENSION AND NORTHERLY LINE OF SAID LOT 23 TO THE WESTERLY LINE OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 97101914; THENCE SOUTH 30 DEGREES 42 MINUTES 39 SECONDS EAST 70.78 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT 23; THENCE SOUTH 60 DEGREES 48 MINUTES 28 SECONDS WEST 131.65 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST 79.13 FEET ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, RECORDED SEPTEMBER 8, 1927 AS DOCUMENT NUMBER 9771523, IN COOK COUNTY, ILLINOIS.

SCALE: 1" = 20'

- LEGEND:**
- = BIT PAVEMENT
  - = CONC. PAVEMENT
  - = BRICK PAVEMENT
  - = GRAVEL
  - = WOOD FENCE
  - = LIGHT
  - = UTILITY POLE
  - = GUY WIRE
  - = SANITARY MANHOLE
  - = CATCH BASIN
  - = VALVE VAULT
  - = WATER VALVE
  - = WATER LINE
  - = OVERHEAD ELECTRIC
  - = UNDERGROUND ELECTRIC
  - = STRUCTURE RIM & INVERT
  - = DECIDUOUS TREE W/SIZE
  - = EVERGREEN TREE W/SIZE



JOB SITE BENCHMARK

T/FND @ S.E. CORNER OF CHICAGO BAGEL & BIALY DELI SIGN BASE, ELEV. = 648.35

- NOTES:**
- 1.) ALL ELEVATIONS NAVD 88 DATUM.
  - 2.) JOB SITE BENCHMARK: T/FND @ S.E. CORNER OF CHICAGO BAGEL & BIALY DELI SIGN BASE, ELEV. = 648.35.

PROJECT NO.: 14-213  
 ACCURATE SURVEY SERVICE, INC.  
 28 W 123 INDUSTRIAL AVE., SUITE # 4  
 BARRINGTON, IL 60010  
 PHONE: (847) 381-8735



STATE OF ILLINOIS  
 COUNTY OF LAKE) SS  
 I, WILLIAM C. DOLAND II, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
 DATED AT BARRINGTON, ILLINOIS THIS 13th DAY OF NOVEMBER 2014.  
*William C. Doland II*  
 ILL. L.S. # 35-2732

**EXHIBIT C**

**REDEVELOPMENT AGREEMENT**

(see attached)

**REDEVELOPMENT AGREEMENT FOR THE PROPERTY AT  
300 S. MILWAUKEE AVENUE, COMPRISING A PART OF THE CROSSROADS TIF  
DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES,  
ILLINOIS**

THIS REDEVELOPMENT AGREEMENT (the "Agreement") is entered into by and between the VILLAGE OF WHEELING, Cook and Lake Counties, Illinois, a municipal corporation (hereinafter referred to as the "Village") and CONSOLIDATED COMMERCIAL PROPERTIES, LLC (hereinafter referred to as "Developer"), and is dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSETH:

IN CONSIDERATION of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. INTRODUCTION

Among the matters of mutual inducement which have resulted in this Agreement are the following:

A. The Village is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.

B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "Act").

C. Pursuant to its home rule powers and in accordance with the requirements of the Act, on May 20, 1985 the corporate authorities of the Village adopted an "Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for a Portion of the Central Business District," (Ordinance No. 2157) which sets forth a plan (hereinafter referred to as the "TIF Plan") for the redevelopment and revitalization of the property legally described on EXHIBIT 1 attached hereto and made part hereof, being located within the corporate boundaries of the Village (hereinafter referred to as the "Redevelopment Project Area").

D. Pursuant to its home rule powers and in accordance with the Act, on May 20, 1985, the corporate authorities of the Village adopted an "Ordinance Designating a portion of the Central Business District of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act," (Ordinance No. 2158) by which the property legally described on EXHIBIT 1 was designated as the Redevelopment Project Area.

E. Pursuant to its home rule powers and in accordance with the Act, on May 20, 1985, the corporate authorities of the Village adopted an "Ordinance Designating a portion of the Central Business District of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act," (Ordinance No. 2158) by which the property legally described on EXHIBIT 1 was designated as the Redevelopment Project Area.

F. Pursuant to its home rule powers and in accordance with the Act, on November 12, 2007, the corporate authorities of the Village adopted "An Ordinance Amending Ordinance No. 2157, Adopted May 20, 1985, as amended by Ordinance Number 3294, Adopted May 18, 1998 and Ordinance Number 3935, Adopted January 10, 2005, and the Redevelopment Plan and Project Attached Thereto as Exhibit D, in Regard to the Termination Date for the Village of Wheeling's Crossroads (Central Business District) Tax Increment Financing District and Redevelopment During the Extended Life of Said Tax Increment Financing District Beyond its Original Termination Date.

G. The Village owns real property located at 300 S. Milwaukee Avenue, Wheeling IL., (PIN 03-12-104-017-0000) legally described in EXHIBIT 2 attached hereto (the "Property").

H. The Developer wishes to purchase the Property and is seeking approval from the Village to construct a 20 space parking lot for private and public use as depicted in the plans and site plan attached as EXHIBIT 3 hereto (the "Project"). This Agreement is subject to the Developer obtaining all necessary approvals under the Wheeling Village Code for the construction of the Project.

I. Subject to the terms and conditions of this Agreement, the Project shall initially materially comport to the Preliminary Site Plan attached hereto as EXHIBIT 3 and made a part hereof and shall be subject to final plan approval by the Village Board in accordance with Village ordinances and the terms and conditions of this Agreement.

J. The Developer agrees to provide a license agreement in perpetuity for the public use of the Project as a parking lot and an easement for the location of a Village owned ejector pump on the Property. The easement will be in a form that is acceptable to the Village and Developer. Failure of the parties to agree on a form of easement will render this Agreement and the Real Estate contract attached hereto null and void.

K. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, increase parking in the TIF District, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to convey the Property under the terms and conditions hereinafter set forth, to assist and control such development.

## II. UNDERTAKINGS ON THE PART OF THE DEVELOPER

A. Within thirty (30) days after the Effective Date of this Agreement, Developer and the Village shall execute an Agreement for the Purchase and Sale of Real Estate (the "Purchase and Sale Agreement") substantially in the form attached hereto as EXHIBIT "4". The Effective Date of this Agreement shall be the date of execution by the second party to execute the Agreement. The Purchase and Sale Agreement shall provide that the Village will transfer the Property to the Developer in an "as is" condition with no environmental representations or warranties of any kind for a purchase price of Sixty Thousand and 00/100 Dollars (\$60,000.00). The parties acknowledge that as a partial incentive pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, the Village is selling the Property at an amount that is less than its fair market value.

In the event that the Developer and the Village do not enter into the Purchase and Sale Agreement for any reason within the aforementioned thirty (30) day period, or within a subsequent time period mutually agreed upon in writing by and between the parties, then this Agreement shall terminate and the parties shall have no further obligations or responsibilities hereunder. In the event that the Purchase and Sale Agreement and this Agreement conflict in any manner, this Agreement shall control.

B. Within ninety days (90) after the date of the final execution of the Purchase and Sale Agreement, Developer shall: (i) perform any and all due diligence on the Property and Project in accordance with the terms and conditions of the Purchase and Sale Agreement and (ii) within ninety (90) days after the date of the final execution of the Purchase and Sale Agreement, submit to the Village all plans, specifications and other information necessary for action by the Village upon all approvals, (including zoning) consents, permits, licenses and authorizations reasonably necessary for the Project to be constructed in a timely manner pursuant to the terms of this Agreement. The Village in its capacity as a municipal corporation has sole discretion to approve the final development plans for the Project If Developer has not received approval of the final development plans within ninety (90) days after submitting all documents required by the Village, the Village shall have the option, in its sole discretion, of notifying the Developer that it is terminating this Agreement, whereupon the Village shall have no further rights or obligations unless specifically stated otherwise.

C. Within sixty (60) days after the expiration of the Due Diligence, Developer shall deliver to the Village an itemized list of any and all costs to complete the Project (hereinafter referred to as the "Project Budget"), in accordance with the final development plans approved by the Village, certified to the Village, including the source of payment for each and every item contained in said Project Budget.

Within said sixty (60) day period, Developer shall also provide evidence, in a form reasonably satisfactory to the Village, of its financing and ability to pay for the costs of the Project as itemized in the Project Budget.

D. Within sixty (60) days after the expiration of the Due Diligence Period, Developer shall deliver to the Village a construction schedule of the parking lot, subject only to delays caused by acts of God or "force majeure," the latter term being defined as causes which are

outside the control of the parties and cannot be avoided by exercise of due care or delays caused by acts of the Village or any of its agents.

E. The Developer shall complete the Project in accordance with Village approved plans and with the Plans attached hereto as EXHIBIT 3 no later than one hundred eighty days (180) days from the Date the Village issues all approvals and permits required to start the work (“Completion Date”) and by the same time execute an easement allowing for Easement on the Property for the location of a Village Ejector Pump in an area to be agreed upon by the parties (the “Easement”) and a License Agreement (the “License”) allowing for use of the Property as a public parking lot by the general public in accordance with Paragraph F below. Failure to complete the Project and to execute the Easement and License on or before the Completion Date shall require the Developer relieve the Village of its obligations hereunder and require that the Developer to sell the Property back to the Village pursuant to paragraph (II)(F)(below upon written request of the Village to do so.

F. Subject to delays caused by the occurrence of Force Majeure Event(s), Developer hereby represents and warrants that it shall cause construction of the Project to be completed in accordance with Village approved plans within one hundred eighty (180) days of the Village approval and issuance of permits. Subject to the terms and conditions of this Agreement, if the Project is not completed in a timely fashion, then the Village, as a remedy (in addition to the remedy set forth in section (II)(E) above) for such default and failure of Developer to perform its obligations under this Agreement, at its option, may elect to have Developer sell and transfer the Property back to the Village under the same terms and conditions set forth in the Purchase and Sale Agreement attached as EXHIBIT 4 hereto (provided, however, that Village shall have no due diligence period and title shall be transferred subject to the Permitted Matters in place at the time of Closing), within ninety (90) days of the mailing of a written notice by the Village demanding said transfer (which written notice shall be sent by Village within the Notice Period as same is defined below) and upon payment by Village to the Developer of the Purchase Price paid to the Village for the Redevelopment Parcel plus all of the verified project costs paid by Developer to third parties for the Project as shown by lien waivers held within a construction escrow and/or confirmed by paid receipts issued to Developer. Upon payment of said sums, all legal and equitable title to the Redevelopment Parcel shall be transferred to the Village of Wheeling. If the Developer is progressing with the Project in good faith, and any delay in the completion of the Project on a timely basis is caused by a Force Majeure Event(s), the Developer can request an extension of the time for completion and said request may be granted by the Village, in the Village’s sole discretion. Notwithstanding anything to the contrary contained in this Agreement, the Village acknowledges and agrees that so long as Developer completes construction of the Project in accordance with the terms and conditions of this Agreement, then such repurchase rights granted to Village shall be deemed to be terminated and be null and void and of no further force and effect and the Village shall have no further right to repurchase the Property. For purposes of this Section (II)(F), the term “ Notice Period” shall mean no earlier than the last day of the period of time which is eight (8) months after the Effective Date of this Agreement. In the event the Village fails to pay the Purchase Price or otherwise fails to

perform its obligations with regard to the repurchase of the Property, the Village's right hereunder to repurchase the Property shall be deemed waived and of no further force and effect and Developer shall not be obligated to sell and transfer the Property to the Village.

G. The Developer will grant an easement in perpetuity (the "Easement") for the benefit of the general public that allows for use of a portion of the Property as an ejector pump. The Easement shall be in the form attached hereto as EXHIBIT 5 and shall be recorded against the Property. The Developer shall further enter into a License Agreement with the Village in a form attached hereto as EXHIBIT 6 for use of the Property as a public parking lot on Monday-Friday from 6:00 p.m.-2:00 a.m. and on Saturday 3:00 p.m. to 2:00 am and Sunday from 12:00 p.m. -2:00 a.m.

H. Prior to transfer of the Property to the Developer, the Developer will reimburse the City for all legal costs incurred in the negotiation and preparation of this Agreement and all other consultant costs incurred by the Village in relation to this Project.

I. The Developer represents and warrants that all of the Tenants at 212-224 S. Milwaukee are currently complying and will comply with all Village of Wheeling Codes. The Developer agrees to pay a fine, pursuant to this Agreement, the amount of \$750 for every violation committed by the Developer and any of his tenants at 212-224 S. Milwaukee that are adjudicated and on which a guilty finding is made, with all appeal rights exhausted. Developer will pay any such fines pursuant to this Paragraph within thirty (30) days written notice thereof by the Village of Wheeling. If the Developer fails to timely pay any such fine and the Village is required to seek legal action to recover payment, the Developer shall be required to pay all attorney's fees and costs incurred by the Village in any such action.

### III. UNDERTAKINGS ON THE PART OF THE VILLAGE

On and after the Effective Date of this Agreement, the Village shall undertake the following:

A. The Village will use its best efforts to assist Developer in securing and obtaining, in an expeditious manner, all governmental approvals, consents, permits, licenses and authorizations reasonably necessary or required for the Project. Developer, however, shall remain primarily responsible for securing all of its necessary approvals, consents, permits, licenses and authorizations.

B. The Village shall issue, where appropriate, and will use its best efforts to assist Developer to obtain, such building permits, driveway permits, curb cut permits, licenses and other permits as Developer may require to cause the construction of the Project, provided the Project complies with the applicable ordinances of the Village and other governmental bodies having jurisdiction. The Developer will pay all standard applicable Village permit fees.

C. The Village agrees that upon completion of the Project, the additional parking spaces added shall be included when calculating the number of spaces available for the property located at 212-224 South Milwaukee Avenue, Wheeling for I Village zoning purposes if the use of the property at 212-224 South Milwaukee Avenue does not change from its current use.

IV. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

A. This Agreement incorporates all agreements and understandings of the parties hereto as of the date of its execution, concerning the Project. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.

B. Time is of the essence in the performance of this Agreement. In the event that any date or deadline for either party to perform hereunder falls on a weekend or federal holiday, then such party shall have until the next business day to perform.

C. For the purposes of any of the provisions of this Agreement, neither the Village, Developer, nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by Force Majeure Event(s). The Village shall diligently contest any such proceedings and any appeals there from. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations, restrictions or liabilities on Developer or increase Developer's obligations under this Agreement or impose additional restrictions on the Redevelopment Area and Project. It is the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the parties shall be extended for the period of the delay; provided, however, that in the event any such delay would result in Developer not being able to develop, construct and/or operate the Project (or any part thereof) as Developer intends in its sole discretion then Developer may elect to terminate this Agreement in which event Village and Developer shall each be released from all obligations and liabilities hereunder.

D. Developer recognizes and agrees that the Village, subject to applicable law, has sole discretion with regard to all approvals and permits relating to the Project required to be obtained by Developer per applicable laws, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of a default by Developer under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Developer further recognizes and agrees that the Illinois Department of Transportation ("IDOT") has sole control over access to Milwaukee Avenue from the Redevelopment Parcel. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld, conditioned or delayed.

E. The Project shall be completed in accordance with the final development plans approved by the Village, unless otherwise agreed to by the Village and Developer, and in accordance with all applicable ordinances, rules and regulations of the Village in existence as of the date of such approval.

F. All notices and requests if any, required pursuant to this Agreement shall be sent by certified mail return receipt requested, or by personal service, addressed as follows:

If to Developer:	Mr. Edward Chrzastowski CONSOLIDATED COMERCIAL PROPERTIES, LLC 212-224 S. Milwaukee Avenue Wheeling, Illinois 60090
with a copy to:	Jeffrey L. Brand Esq. 123 Old Barn Court Buffalo Grove, IL 60089
If to the Village:	Village Manager Village of Wheeling 2 Community Boulevard Wheeling, Illinois 60090
with a copy to:	James V. Ferolo Klein, Thorpe & Jenkins, Ltd. 20 North Wacker Drive- Suite 1660 Chicago, Illinois 60606

G. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

H. Developer shall not assign this Agreement to any person or entity not affiliated with Developer without the prior written consent of the Village. At the time of any such permitted assignment, there shall be no material default under this Agreement by Developer. Any such assignment shall not relieve the assignee of any of the obligations hereunder.

I. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

J. Under all circumstances, no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement with all and any such rights or claims of Developer against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

K. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. All of the terms and provisions of this Agreement shall survive the closing of the transactions contemplated herein.

L. The parties shall record a certified (by the Village Clerk) copy of this Agreement in the office of the Recorder of Deeds of Cook County, Illinois, and upon recordation thereof, the covenants and conditions of the parties hereto shall be binding upon their successors in title and shall be deemed covenants which shall run with the land until the termination of this Agreement. The Parties shall share the cost of recording.

V. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

A. Developer hereby represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with the approved final redevelopment plans and all plans and specifications pertaining thereto including any amendments, as approved by the Village.

B. Developer hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date of approval of the Project.

C. Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois and the United States and all agencies thereof, having jurisdiction over it or the Project.

D. Developer represents as of the Effective Date that it is an Illinois Limited Liability Company in good standing with proper authorization to execute this Agreement.

#### VI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village hereby represents and warrants to Developer that, subject to its compliance with the Act, it has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

The Village agrees that upon completion of the Project, the additional parking spaces added shall be included when calculating the number of spaces available for the property located at 212-224 South Milwaukee Avenue, Wheeling for 1 Village zoning purposes if the use of the property at 212-224 South Milwaukee Avenue does not change from its current use.

#### VII. DEFAULTS AND REMEDIES

In the event of any litigation between the parties hereto resulting from a breach of this Agreement, the prevailing party in such litigation, as determined by final judgment, shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

#### VIII. AGREEMENT TERM

The term of this Agreement shall commence as of the date of its execution by both parties after approval by the corporate authorities of the Village until fully performed by the parties or as otherwise provided in this Agreement or such other document or written agreement relating hereto. In no event shall the term of this Agreement extend beyond the term of the Crossroads TIF District.

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

VILLAGE OF WHEELING,  
a municipal corporation

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

DEVELOPER

CONSOLIDATED COMMERCIAL  
PROPERTIES,LLCCONSULTING  
ENGINEERS.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Manager \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its: \_\_\_\_\_

**VILLAGE'S ACKNOWLEDGMENT**

**STATE OF ILLINOIS,  
COUNTY OF COOK**

ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, are personally known to me to be the Village \_\_\_\_\_ and \_\_\_\_\_ Village Clerk, respectively, of the Village of Wheeling, an Illinois municipal corporation (the "Village") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village \_\_\_\_\_ and \_\_\_\_\_ Village Clerk, appeared before me this day in person and severally acknowledged that as such Village \_\_\_\_\_ and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the \_\_\_\_\_ Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**DEVELOPER'S ACKNOWLEDGMENT**

**STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_**

**ss.**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of CONSOLIDATED COMMERCIAL PROPERTIES LLC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said \_\_\_\_\_, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said \_\_\_\_\_'s own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## EXHIBIT 1

### **Crossroads TIF District**

#### **Legal Description**

That part of Sections 2, 11 and 12 in Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at the intersection point of the south right-of-way line of Strong Avenue and the east right-of-way line of First Street; thence southerly 262.70 feet to the south line of William Zelosky's Milwaukee Avenue Addition to Wheeling; thence westerly along said south line 401.57 feet more or less to a line 619.40 feet easterly of and parallel to the centerline of Wolf Road; thence southerly along said parallel line 817.78 feet more or less to a line 400 feet south of and parallel to the north line of Lot 15 in Uptadel's Sunnyside Addition to Wheeling; thence easterly along the last described parallel line 490.0 feet to a line 1109.40 feet east of and parallel to the centerline of Wolf Road; thence southerly along the last described parallel line 117.50 feet to the north right-of-way line of Deborah Lane; thence easterly along the north right-of-way line of Deborah Lane 33.67 feet; thence southerly 82.0 feet along the easternmost right-of-way line of Deborah Lane and its extension to the northwest corner of Lot 1 in McDonald's Subdivision; thence easterly 211.0 feet along the north line of Lot 1 to the northeast corner of said Lot 1; thence southerly along the east line of Lot 1 to the north right-of-way line of Dundee Road; thence westerly along the north right-of-way line of Dundee Road to a line 385 feet west of and parallel to the west right-of-way of Wheeling Avenue; thence southerly along last described parallel line 305.50 feet to a line 272.50 feet south of and parallel to the centerline of Dundee Road; thence westerly along last described parallel line 77.57 feet to a line 461.88 feet west of and parallel to the west line of Wheeling Avenue; thence south along said parallel line 112.50 feet to a line 385 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line 461.88 feet more or less to the west right-of-way line of Wheeling Avenue; thence northerly along the west right-of-way line of Wheeling Avenue to a line 183 feet south of and parallel to the centerline of Dundee Road; thence easterly along the last described parallel line 424.52 feet more or less to the east right-of-way of Wille Avenue; thence southerly along the east right-of-way line of Wille Avenue to the north right-of-way line of Center Avenue; thence easterly along the north right-of-way line of Center Avenue to a line 217.0 feet southwest of and parallel to the centerline of Milwaukee Avenue; thence southeasterly along said parallel line to a point in the southeast line of Lot 12 in L. McDuffee's Subdivision; thence southwesterly 374 feet more or less to a point on the east line of Lot 22 of Wille's Addition to Wheeling 31.65 feet south of the northeast corner of said Lot 22; thence southerly along the east line of Lots 22, 23, 24, 25, 26, 27, 28 and 29 to a point on a line parallel and 33 feet north of the centerline of Highland Avenue; thence easterly 87.60 feet along the north line of Highland Avenue to the southwest corner of Lot 1 in Petan's Subdivision; thenceforth 134 feet along the west line of Lot 1 to the northwest corner of Lot 1; thence easterly 699.64 feet along a line 134.0 feet north of and parallel to the north line of Highland Avenue; thence southeasterly 130.20 feet along the northeast line of Lot 11 in Pecan's Subdivision; thence southerly 61.55 feet along the east line and its extension of Lot II in Petan's Subdivision to a line parallel and 33 feet north of the south right-of-way line of Highland Avenue; thence east along said parallel line to the easterly line extended northerly of Lots 1, 2 and 3 in Ryan's Subdivision; thence southeasterly along previously described east line of Ryan's Subdivision

221.28 feet to the southeast corner of Lot 3 in Ryan's Subdivision; thence southeasterly 75.90 feet more or less to a point 158.32 feet east of the northwest corner of Lot 42 in Mors Farm Syndicate Subdivision, Unit No. 1; thence southeasterly along the east lines of Lots 42, 41, 40, 39, and 38 in Mors Farm Syndicate Unit No. 1 to the north right-of-way line of Mors Avenue; thence southerly to the northeast corner of Lot 34 in Mors Farm Syndicate Unit No. 1; thence southeasterly along the east line of said Lot 34 to its southeast corner; thence westerly along the south line of Lot 34 and its extension west to the easterly line of Lot 1 in Kay Miller's Resubdivision of Lot 78 and parts of Lots 35, 79 and 80 and vacation of Park Avenue in Mor's Farm Syndicate Subdivision Unit No. 1, also part of Lot 12 in subdivision of Section 12, 42, 11; thence southerly along the east line of Lot 1 to its southeast corner; thence easterly along the north line of Lot 17 and 18 in Meadowbrook Unit No. 3 to the northeast corner of said Lot 18; thence southerly 143.0 feet along the east line of Lot 18 and its extension south to the centerline of East Jeffery Avenue; thence easterly along the center line of East Jeffery Avenue to a line 110 feet east of and parallel with the east right-of-way line of Park Avenue; thence southerly along said parallel line to the north right-of-way line of Manchester Drive; thence easterly along the north right-of-way line of Manchester Drive to the centerline of Milwaukee Avenue; thence southeasterly along the centerline of Milwaukee Avenue to the south line of the east half of the northwest 1/4 of Section 12, 42, 11; thence easterly along said south line to the west bank of the Des Plaines River; thence northerly and westerly along the west bank of the Des Plaines River to the northwest line and its extension of Lot 24 in County Clerk's Subdivision of parts of Sections 1, 2, 11 and 12-42-11; thence southwesterly along said northwest line to a point on said line 4.82 feet northeasterly of the northwest corner of Lot 24; thence northwesterly 229.39 feet more or less to the north line and its extension of Lot 11 in County Clerk's Subdivision; thence southwesterly 45 feet more or less along said north line of Lot 11 to the southeast corner of Lot 10 in County Clerk's Subdivision; thence northwesterly 70 feet to the northeast corner of Lot 2 in Forke's Torrens Subdivision; thence northeasterly along the extension of the northwest line of Lot 2 in Forke's Torrens Subdivision 16 feet more or less to the east right-of-way line extended of the public alley east of Milwaukee Avenue; thence northerly along the east right-of-way line of the public alley east of Milwaukee Avenue and its extension, to a line 100 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line to the west bank of the Des Plaines River; thence northerly along the west bank of the Des Plaines River to the south line of Lot 3 in Owner's Subdivision, also being the south line of Shadowbend Phase I and its extension; thence westerly to the southwest corner of Shadowbend Phase I; thence northerly 478.85 feet along the westerly line of Shadowbend Phase I; thence westerly along the western boundary of Shadowbend Phase I to the east right-of-way of Milwaukee Avenue; thence northwesterly along the easterly right-of-way line of Milwaukee Avenue 85.09 feet to the north line of Shadowbend Phase I; thence easterly along said northerly line to the southwest corner of Shadowbend Phase III; thence northerly along the western boundary of Shadowbend Phase III to the southernmost line of Shadowbend Phase II; thence westerly along said south line of Shadowbend Phase II to the easterly right-of-way line of Milwaukee Avenue; thence northwesterly along the easterly right-of-way of Milwaukee Avenue to the south right-of-way line of Strong Avenue extended easterly; thence westerly along said south right-of-way line of Strong Avenue and its extension to the east right-of-way line of First Street, being the point of beginning, all in Cook County, Illinois.

**Street Location:** The Crossroads (Central Business District) TIF District Redevelopment Project Area generally includes the property along both sides of Milwaukee Avenue, from Strong Avenue on the north to Manchester Drive on the south, with extensions eastward to the Des Plaines River and westward past First Street along Dundee Road.

**EXHIBIT 2**

**LEGAL OF PROPERTY**

300 South Milwaukee Avenue, Wheeling, Illinois 60090

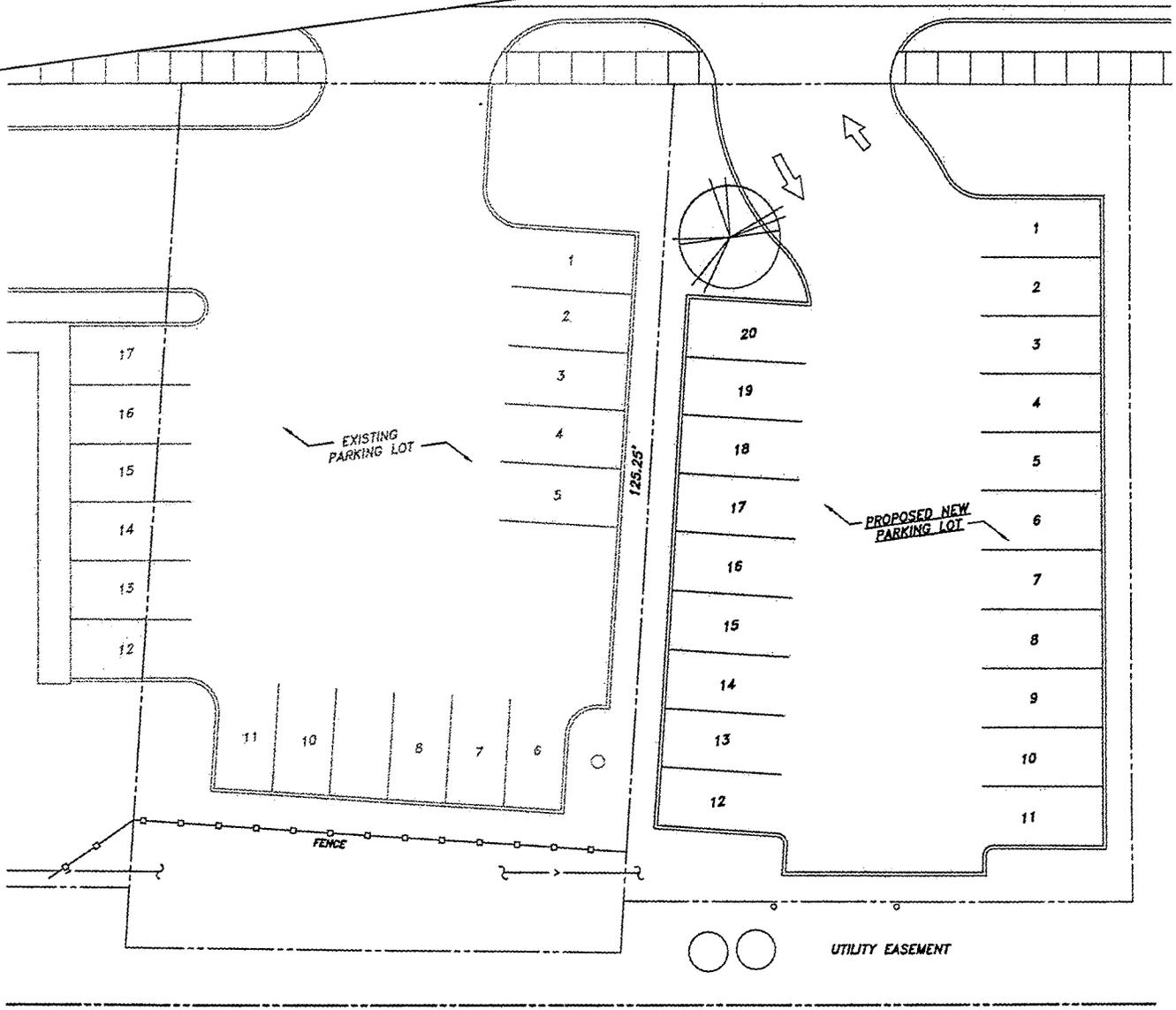
PINS: 03-12-104-016-0000; 03-12-104-017-0000; 03-12-104-018-0000; 03-12-104-019-0000

Legally described as follows:

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 23 IN MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 64 DEGREES 29 MINUTES 50 SECONDS EAST 130.02 FEET ALONG THE EXTENSION AND NORTHERLY LINE OF SAID LOT 23 TO THE WESTERLY LINE OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 97101914. THENCE SOUTH 30 DEGREES 42 MINUTES 39 SECONDS EAST 70.78 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT 23; THENCE SOUTH 60 DEGREES 48 MINUTES 28 SECONDS WEST 131.65 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST 79.13 FEET ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, RECORDED SEPTEMBER 8, 1927 AS DOCUMENT NUMBER 9771523, IN COOK COUNTY, ILLINOIS.

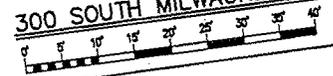
**EXHIBIT 3**  
**PRELIMINARY SITE PLAN AND CONSTRUCTION PLANS**

MILWAUKEE AVENUE



6

300 SOUTH MILWAUKEE AVENUE



**EXHIBIT 4**

**REAL ESTATE AGREEMENT**

EXHIBIT 4

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2016, by and between Village of Wheeling, an Illinois public community (the "Seller") and Consolidated Commercial Properties, LLC, an Illinois limited liability company (the "Purchaser"), and its permitted successors and assigns.

**WHEREAS**, Seller owns those certain contiguous lots, tracts or parcels of land, and the improvements thereon, consisting of an aggregate acreage of approximately \_\_\_\_\_ acres located at 300 S. Milwaukee Avenue, Village of Wheeling, Cook County, Illinois, and being more approximately particularly described on **Exhibit "A"** attached hereto (the "Property");

**WHEREAS**, Seller and Purchaser on \_\_\_\_\_, 2016 entered into a Redevelopment Agreement that controls the sale of the Property herein, and the redevelopment of the Property by the Purchaser, (hereinafter the "Redevelopment Agreement") in the manner more specifically set forth therein.

**WHEREAS**, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase the Property from Seller, subject to, and in accordance with, the terms and conditions set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Property from Seller subject to, and in accordance with, the terms and conditions set forth hereinbelow.

1. PURCHASE OF THE PROPERTY.

1.1 Purchase Price and Payment. Subject to, and in accordance with the terms and conditions of this Agreement, the purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Property shall be Sixty Thousand Dollars (\$60,000.00) which shall be paid as follows.

1.1.1 Within seven days of the execution of this contract by the last party to sign the Purchaser shall deposit Ten Thousand and 00/100 dollars with the Title Company to be held in escrow pending closing.

1.1.2 The Purchase Price shall be adjusted at Closing (as defined herein) for prorations as provided in Paragraph 9.1 hereinafter.

2. SELLER'S OBLIGATIONS

2.1 Survey. Within thirty (30) days of the Effective Date, Purchaser, at its expense, shall obtain an ALTA survey (the "Survey") of the Property. The Survey shall be prepared by an Illinois Professional Land Surveyor and shall conform to the current requirements of the Illinois Department of Professional Regulation and shall be prepared in accordance with the minimum standard of detail requirements for land title surveys most recently adopted by ALTA, ACSM and MSPS in 2011, "Urban Survey" classification, with the additional items 1-4, 6-11 and 13-16 from Table A described therein. In addition, the Survey shall show no encroachments over any lot lines, building lines, easements (except the cross access easement with the property to the South), roadways, rights of way or other interests in the Land and no encroachments by buildings or other improvements located on adjoining properties onto the Land. If the Survey does not meet the specifications stated above, or if the Survey shows gaps,

gore or other matters that would render title unmarketable (collectively, “**Survey Defects**”), and if Purchaser identifies such Survey Defects to Seller in the Objection Notice (defined in Section 5.3 below), then the rights and obligations of the parties with respect to such Survey Defects shall be the same as the rights and obligations of the parties with respect to Unpermitted Matters, as set forth below.

3. QUALITY OF TITLE.

3.1 Title. At Closing, provided Purchaser has fully complied with all of the terms and conditions hereof, Seller shall convey good and marketable fee simple title insurable at standard rates by special warranty deed to the Property and all easements, rights, permits and licenses, appurtenant thereto and connected therewith, free and clear of all liens and encumbrances other than the following permitted exceptions:

3.1.1 General real estate taxes not yet due and payable as of the Closing date and subsequent year’s taxes;

3.1.2 The Seller’s Repurchase Right set forth in Paragraph 10.3 below and in the Redevelopment Agreement; and

3.1.3 Any covenants, easements and restrictions of record which are not deemed to be Unpermitted Matters per below. The above-referenced items set forth in Paragraphs 3.1.1, 3.1.2, and this paragraph 3.1.3 are hereinafter collectively referred to as the “Permitted Exceptions”.

3.2. Special Warranty Deed. The aforesaid special warranty deed shall be executed in recordable form and delivered to Purchaser with payment by Seller for any transfer or documentary stamps, fees or taxes in accordance with Section 9.2 below.

3.3 Title Objections. Within thirty (30) days from the Effective Date, Seller shall provide to Purchaser, at Seller's sole cost and expense, (i) a title commitment for an ALTA Owner's Title Insurance Policy (the "Title Commitment") issued by Chicago Title, in the amount of \$60,000.00 covering title to the Property showing Seller as owner of the Property in fee simple and naming Purchaser, or such other party designated by Purchaser, as proposed insured and shall contain an endorsement for extended coverage over all of the general exceptions, and (ii) true, complete and legible copies of all documents described in such Title Commitment (the "Title Documents"). Prior to the expiration of the Title & Survey Objection Period Purchaser shall notify Seller (the "**Objection Notice**") which of the liens, encumbrances and other matters described therein are unacceptable to Purchaser (the "**Unpermitted Matters**"). For purposes of this Agreement the Title & Survey Objection Period shall commence on the date that Purchaser receives the last of (i) the Survey, (ii) the Title Commitment and (iii) the Title Documents and shall end fifteen (15) days thereafter. Any items to which Purchaser does not object prior to the expiration of the Title & Survey Objection Period shall be deemed to be permitted exceptions (the "**Permitted Exceptions**"). Seller shall then have until the date that is fifteen (15) days after Seller's receipt of the Objection Notice to (i) remove or not remove (in Seller's sole and absolute discretion) such Unpermitted Matters or in the event Seller elects to remedy same then such matters shall be remedied by Seller in a manner satisfactory to Purchaser in its sole and absolute discretion, and (ii) deliver to Purchaser a revised Title Commitment and Survey reflecting such cure. If Seller is unable to remove or Seller elects not to remove such Unpermitted Matters and delivers written notice of same to Purchaser within the time period described above, then Purchaser shall have the option of proceeding with this Agreement with the Unpermitted Matters uncured or Terminating the Agreement and receiving a refund of

earnest money, if any. Seller agrees that it will not voluntarily or involuntarily create any additional encumbrances on the Property prior to the Closing without the prior written consent of Purchaser. In the event an additional encumbrance on the Property is created prior to Closing without the prior written consent of Purchaser as required herein, such additional encumbrance shall automatically be deemed an Unpermitted Matter. Prior to Closing, Purchaser shall have the right to update and review the title to the Property. Where such updating of the title to the Property by Purchaser prior to Closing reveals a title defect which is not a Permitted Exception, Purchaser shall notify Seller of such title defect, and Seller shall have the same obligations and Purchaser shall possess the same rights as more particularly set forth in this Paragraph 5.3 herein.

3.4 Survey Objections. Within ten (10) days of receipt thereof, Purchaser may object to any matters concerning the Survey. If Purchaser shall object to any matters concerning the Survey in a timely manner, then Seller shall have the right, but not the obligation, for twenty (20) days from receipt of notice from Purchaser of such objection, to cure such objection or to commence such actions as are necessary to cure such objection. In the event that Seller fails to cure or elects, in Seller's sole and absolute discretion, not to cure such objection within said twenty (20) day period and Seller so notifies Purchaser of its failure to cure (or its election not to cure) such survey defect within said period, then in such event, Purchaser may proceed to close this Agreement taking survey subject to such objection without abatement in the Purchase Price or terminate the Agreement and receive a full refund of earnest money, if any.

3.5 Title Policy. At the Closing, and as a further condition of Purchaser's performance of its obligations hereunder, Seller shall cause the Title Company to deliver to Purchaser an owner's title policy (the "**Title Policy**") issued in the amount of the Purchase Price and otherwise in accordance with the provisions of the Title Commitment as specified above,

dated as of the time of recording of the deed conveying title to the Property from Seller to Purchaser and subject only to the Permitted Exceptions.

4. POSSESSION. Seller shall deliver exclusive possession of the Property to Purchaser upon Closing, free and clear of all parties in possession and tenancies of every kind.

5. PARTIES.

5.1 Identity of Parties. Any provisions of this Agreement to the contrary notwithstanding, this Agreement is not intended to create and does not create legally enforceable promises, obligations or warranties to the benefit of any parties other than Seller and Purchaser and their respective successors and assigns. This Agreement shall not be deemed, held or construed as creating a partnership or joint venture.

5.2 Seller's Status. Seller warrants and represents that: (i) it is a duly organized municipality under the laws of the State of Illinois; (ii) it has the authority to transact business in the State of Illinois; (iii) the individuals executing this Agreement are authorized to execute this Agreement and bind the Village of Wheeling; and (iv) the execution of this Agreement and all of the transactions contemplated hereby have been authorized by all necessary and appropriate action of the Seller.

6. CLOSING.

6.1. Time and Place of Closing. Subject to the terms of this Agreement, the transaction contemplated by this Agreement shall be closed (the "Closing") at Chicago Title, Chicago, Illinois through a deed and money escrow created under an escrow agreement mutually satisfactory to Purchaser and Seller, in their reasonable discretion, including provisions for a so-called "New York style" closing to facilitate delivery to Purchaser of the Title Policy and possession of the Property on the Closing Date. Neither party is obligated to attend the Closing

so long as they deliver their documents to the Escrow Agent not later than two (2) business days prior to Closing and deliver their funds to the Escrow Agent on or prior to the day of Closing. Subject to the provisions of this Agreement, the Closing shall take place no later than sixty (60) days after the end of the Due Diligence Period or upon such other date as Purchaser and Seller mutually agree to in writing. Notwithstanding anything to the contrary herein contained, Closing shall not take place unless the Village is satisfied that the Purchaser has funds sufficient to finance the Project as defined in the Redevelopment Agreement which proof shall be provided to the Village prior to the expiration of the Due Diligence Period.

## 6.2 Closing Documents.

(i) Seller's Deliveries. Seller shall deliver to Purchaser at Closing the following, all in form and substance reasonably acceptable to Purchaser:

(A) The Title Policy to be provided under Section 3.5 of this Agreement;

(B) A special warranty deed conveying to Purchaser merchantable fee simple title to the Property, together with all easements and other appurtenances thereto, subject only to the Permitted Exceptions or subject to those Unpermitted Matters accepted by the Purchaser;

(C) An ALTA extended coverage statement and/or title affidavits, gap undertaking, and all other affidavits, certifications and other documents required by the Title Company in connection with its issuance of the Title Policy and closing of the transactions contemplated in under this Agreement;

(ii) Purchaser's Deliveries. Purchaser shall deliver to Seller at Closing the balance of the Purchase Price, plus or minus prorations, together with such documents reasonably required by the Title Company to issue the Title Policy and close the transaction contemplated under this Agreement.

(iii) Joint Deliveries. Seller and Purchaser shall jointly deliver (i) a closing statement, (ii) all required real estate transfer tax declarations, and (iii) Repurchase Agreement as same is defined herein. (iv) the Redevelopment Agreement and (v) the License Agreement and (vi) the Public Easement Agreement

7. DEFAULT AND REMEDY. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7.1 Purchaser's Default. In the event of a default by Purchaser in the performance or observance of Purchaser's duties or obligations herein contained, including but not limited to Purchaser's failure or refusal to close the purchase of Property subject to, and in accordance with, the terms and conditions of this Agreement, and if there has been no default by Seller hereunder, Seller shall be entitled to all remedies for a default provided under the Redevelopment Agreement.

7.2 Seller's Default. In the event of a default by Seller in the performance or observance of Seller's duties or obligations herein contained, including but not limited to Seller's failure or refusal to close on the sale of the Property subject to, and in accordance with, the terms and conditions of this Agreement, Purchaser, at its option, shall have available to it all remedies provided in the Redevelopment Agreement.

8. BROKER INDEMNIFICATION. Seller and Purchaser each warrant to the other that they have dealt with no real estate broker or other person, firm or entity which is entitled to any commission, finder's fee or other compensation in connection with this transaction. Purchaser covenants and agrees to indemnify and hold the Seller harmless from and against any and all loss, liability, cost or expense incurred by Seller in connection with this transaction as a result of the acts, conduct, or representation of Purchaser which result in claims made against the Seller by any broker or person, firm or entity seeking any commission, finder's fees, compensation or reimbursement in connection with the sale and transfer of the Property. Seller likewise covenants and agrees to indemnify and hold the Purchaser harmless from and against any and all loss, liability, cost or expense incurred by Purchaser in connection with this

transaction as a result of acts, conduct or representations of Seller which result in claims made against the Purchaser by any broker or person, firm or entity seeking any commission, finder's fee, compensation or reimbursement in connection with the sale and transfer of the Property. Such right to indemnification shall include reimbursement by the other for any attorney's fees and costs incurred by it as a result of any such claim, proceeding or litigation, including court costs and those costs accruing from appellate proceedings.

9. MISCELLANEOUS.

9.1 Prorations. At Closing, property and ad valorem taxes and any and all assessments which may be due on or related to the Property shall be prorated as follows:

9.1.1 All real estate taxes and assessments, if any, levied or assessed on or against the Property shall be prorated on an accrual basis as of the date of Closing based upon a 365-day year. At the Closing, Purchaser shall receive a credit against the Purchase Price equal to all accrued and unpaid taxes and assessments as of Closing (including, without limitation, all taxes and assessments attributable to the year prior to the Closing but not payable until after the Closing and all taxes and assessments attributable to the year in which the Closing occurs but not payable until the following year).

9.1.2 Any and all other assessments which may be due on or related to the Property shall be prorated on the same basis as the real estate taxes.

9.1.3 All prorations will be based on the most recent assessment and bills and shall be based on 110% of the then most recent taxes and assessments for the Property, and adjustments will be made subsequent to the Closing if later assessments or bills increase or decrease any tax or assessment. Purchaser and Seller mutually understand and agree that the prorations for the taxes on the Property are based upon good faith estimates, and the above-

referenced adjustments made subsequent to Closing will be based upon the actual amounts of taxes levied upon the Property. Such taxes and assessments shall be re-prorated between Seller and Purchaser at the time of issuance of the actual bills therefore and payment of any adjustment based on such re-proration shall be paid by the party owing the other based on such adjustment within fifteen (15) days after receipt by such party of copies of the applicable bills. Notwithstanding anything to the contrary herein contained, at Closing, Seller shall be responsible for the payment of any and all unpaid taxes and assessments, including any penalties and interest due thereon, due and payable as of the Closing Date. The parties agree to enter into a re-proration agreement at closing for this purpose.

9.2 Closing Costs. Closing costs shall be paid by Seller and Purchaser at Closing as follows:

9.2.1 Seller shall pay for the costs, including premiums, of the Title Commitment and the Title Policy, the costs of removing all Unpermitted Matters from title if Seller, in its sole discretion, chooses to remove such Unpermitted Matters, recording costs for releasing any liens affecting the Property and for curing any other objectionable matters affecting title to the Property that Seller, in its sole discretion, chooses to remove, pursuant to Section 3.3 above, the preparation of the Special Warranty Deed, any and all documentary stamps, state, county and/or local transfer taxes, and one-half (1/2) of all closing fees charged by the Escrow Agent and/or the Title Company (including escrow and New York Style closing charges) and any and all charges, expenses, taxes, and costs customarily paid by a seller in real estate transactions in Cook County, Illinois including the recording costs of the Redevelopment Agreement, the License Agreement and the Public Easement Agreement ; and

9.2.2 Purchaser shall pay for its own attorney's fees, recording costs for the Special Warranty Deed, recording costs for all other documents as may be required by Purchaser, any lender's title policy, one-half (1/2) of all closing fees charged by the Escrow Agent and/or the Title Company (including escrow and New York Style closing charges) and any and all charges, expenses, taxes, and costs customarily paid by a purchaser in real estate transactions in Cook County, Illinois.

9.3 Notice. Any notices required or permitted hereunder shall be in writing and shall be given by U.S. mail return receipt requested, overnight delivery (ie-FedEx, UPS) facsimile or hand delivery. Notice shall be deemed to have been given (i) on the same date as the date on which such notice is delivered personally or such personal delivery is refused, (ii) on the date that is two (2) business days after the date on which such notice is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (iii) on the date that is one (1) business day after the date on which such notice is sent by overnight courier services (such as Federal Express or any other similar courier service), or (iv) immediately upon transmittal by email or facsimile (provided that a paper copy of such email transmittal or fax transmission confirmation receipt, as the case may be, is promptly mailed by certified U.S. mail or overnight courier to the addressee along with a copy of the notice).

Notices shall be delivered to the parties at the following addresses:

AS TO PURCHASER: Edward Chrzastowski  
Consolidated Consulting Engineers  
212-224 S. Milwaukee Avenue  
Wheeling, IL 60090

WITH REQUIRED COPY TO: Jeffrey L. Brand Esq.  
123 Old Barn Court  
Buffalo Grove, IL 60089  
847-380-5333

AS TO SELLER: Village Manager  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

WITH REQUIRED COPY TO: James V. Ferolo, Esq.  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60601  
Facsimile: 312-606-7077

AS TO ESCROW AGENT: Chicago Title  
  
Chicago, Illinois  
Facsimile:

9.4 Entire Agreement. This Agreement shall: (i) be binding upon and inure to the benefit of Seller, Purchaser and its respective successors and assigns; (ii) be construed under and governed by the laws of the State of Illinois; and (iii) supersede all prior discussions and agreements between the parties with respect to the Property and constitute the entire agreement between the parties with respect thereto. There are no oral or written agreements, understandings or representations among the parties relating to the subject matter of this Agreement not embodied in this Agreement, and no amendment, revision or modification hereof shall be effective or binding upon Seller or Purchaser unless in writing and signed by the parties or their duly authorized representative.

9.5 Assignment. This Agreement may not be assigned by Purchaser, without Seller's prior consent, to any third party other than a wholly owned or controlled affiliate or subsidiary of Purchaser. Notwithstanding the above, Purchaser and Seller acknowledge that Purchaser may assign this Agreement to a partnership of which it is a general partner or a limited

liability company of which it is the Manager and majority Member. Any attempted assignment in violation of this provision shall be void as to the Seller.

9.6 Litigation Expenses. In the event it becomes necessary for either party to litigate or to initiate any claim or proceeding in order to enforce or defend its rights under the terms of this Agreement, then the Prevailing Party shall be entitled to receive, and shall be awarded reimbursement of all of its court costs and reasonable attorneys' fees incurred in any such claim, proceeding or litigation, including those caused by appellate proceedings. Such costs and fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. As used herein, "**Prevailing Party**" shall mean the party who substantially attains or defeats the relief sought as determined by a judgment entered by a court of competent jurisdiction.

9.7 Survival. The provisions of this Agreement shall survive the Closing and shall not be merged into any deed or other document.

9.8 No Liens. Purchaser shall not place or allow to be placed any lien on the Property, prior to Closing. Should any lien or liens arising by, through or under Purchaser be filed of record, the Purchaser shall promptly cause the same to be released, bonded or satisfied of record. In the event of a default of this covenant by Purchaser, Seller shall be entitled to recover from Purchaser any and all damages sustained as a result thereof, including but not limited to reasonable expenses, court costs and attorney's fees.

9.9 Headings. The paragraph headings used in this Agreement are for convenience only and are not to be considered or construed as adding to or subtracting from the provisions of this Agreement.

9.10 No Waiver of Right. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

9.11 Execution. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument. This Agreement may be executed via facsimile and the parties agree that facsimile execution hereof shall be binding upon the parties.

9.12 Business Day. In the event that any date or deadline for either party to perform hereunder falls on a weekend or federal holiday, then such party shall have until the next business day to perform.

## 10. ENVIRONMENTAL CONDITIONS.

10.1 Seller Representations. Seller represents and warrants to Purchaser that, except as set forth in any Seller's Deliveries provided to Purchaser, its Board of Trustees, Village Manager and Department Heads have no actual present knowledge of the presence on, in or under any part of the Property, any of the following: "toxic substances," "toxic materials," "hazardous waste," "hazardous substances," "pollutants," or "contaminants" [as those terms are defined in the Resource, Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et. seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et. seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et. seq.), the Clean Air Act, as amended (42 U.S.C. §1251 et. seq.), the Illinois

Environmental Protection Act, 415 ILCS 5/1 et. seq., and any other federal, state, statutory or common law, or local law, statute, ordinance, rule, regulation, code, order, approval, policy and authorization relating to health, safety or the environment (said laws being hereafter referred to collectively as "Environmental Laws"]); asbestos or asbestos-containing materials; lead or lead-containing materials; oils; petroleum-derived compounds; pesticides; or polychlorinated biphenyls (all of which are hereafter collectively referred to as "Hazardous Materials") in violation of existing Environmental Laws. No part of the Property, to the actual present knowledge of the Seller's Board of Trustees, Village Manager or Department Heads, has been previously used by Seller, or by any other person or entity, for the storage, manufacture or disposal of Hazardous Materials, except as may be disclosed in the environmental reports provided to Purchaser,(if any)and/or unless done in material compliance with applicable laws. Except as set forth in any Seller's Deliveries provided to the Purchaser, Seller has not received from any governmental body having authority over the Property any written complaint, order, citation or notice with regard to hazardous substances as defined above, air emissions, water discharges, noise emissions or Hazardous Materials, or any other environmental, health or safety matters affecting the Property or any part thereof. Except as set forth in any Seller's Deliveries provided to Purchaser, to the actual present knowledge of the Seller's Board of Trustees, Village Manager and Department Heads, there are no regulated or unregulated underground storage tanks or materials located at the Property of any nature located on any part of the Property.

10.2 Property Condition. Purchaser understands, agrees and acknowledges that the Property shall be conveyed to Purchaser on an "as-is, where-is" basis and, except as is otherwise expressly set forth in this Agreement, without any representations or warranties of any kind, express or implied, either oral or written, made by the Seller or any agent or representative

of the Seller with respect to the physical, environmental or structural condition of the Property, including but not limited to layout, square footage or susceptibility to flooding. Seller and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition of improvements, quality or merchantability of the Property or any portion thereof.

10.3 Purchaser Representations/Right to Repurchase. Prior to the execution of this Agreement, Purchaser and Seller entered into that certain Redevelopment Agreement concerning the Property. Purchaser and Seller acknowledge that pursuant to Section II(F) of the Redevelopment Agreement, Seller could repurchase the Property (the “Repurchase Right”) from Purchaser under certain circumstances as more particularly provided in the Redevelopment Agreement. At Closing, Seller and Purchaser shall enter into a separate written agreement in form reasonably acceptable to Purchaser and Seller (the “Repurchase Agreement”) which agreement shall in part acknowledge that the conveyance of the Property to Purchaser is made subject to the obligations of the Purchaser set forth in the Redevelopment Agreement entered into by the Seller and Purchaser. In the event that the Purchaser does not meet its obligations as set forth in Section II(F) of the Redevelopment Agreement, the Seller may, in its sole discretion, elect to pursue the remedies available to Seller under the terms and conditions of the Redevelopment Agreement, which shall include the unconditional right of the Seller to repurchase the Property from the Purchaser according to the terms set forth in the Redevelopment Agreement and as more specifically set forth in the Repurchase Agreement. The foregoing Repurchase Agreement shall be negotiated between the parties in good faith during the Due Diligence Period and shall be entered into by the parties at Closing and shall be recorded at Closing. The execution of the Repurchase Agreement shall be a condition precedent to the Seller closing on the sale of the Property to Purchaser.

(1) Due to the possibility of Seller reacquiring the Property in accordance with the terms of the Redevelopment Agreement, Purchaser hereby represents and warrants that from the date of Closing until the expiration of the Repurchase Period as provided in the Redevelopment Agreement (the "Repurchase Period") that:

A. No part of the Property will be used by Purchaser or its agents, servants, contractors, employees, successors and assigns (collectively "Purchaser Affiliates") or with Purchaser's permission or consent, to refine, produce, store, handle, transfer, process or transport any hazardous or toxic chemical, material, substance, waste or petroleum. In addition, except as to those conditions existing prior to the Closing, Purchaser Affiliates will not cause any releasing, spilling, leaking, pumping, emitting, pouring emptying or dumping of hazardous substances, hazardous waste or petroleum on, into or from the Property, unless done in material compliance with applicable law. Purchaser Affiliates shall not conduct any unlawful activity on the Property or use the Property in any manner (i) which would cause the Property to become a hazardous waste treatment, storage or disposal facility; (ii) so as to cause a release or a threat of a release of hazardous or toxic substance from the Property; or (iii) so as to cause a discharge of pollutants or effluents into any water source or system. Nothing herein stated shall be construed as a limitation on any lawful use of the Property and shall specifically exclude any

activity associated with the historic conditions at the Property as disclosed in Seller's Deliveries.

B. Except as to those conditions existing prior to Closing, Purchaser Affiliates shall comply in all material respects with all applicable environmental, health and safety statutes and regulations;

C. Purchaser shall inform the Seller of any environmental monitoring and/or remediation done on the Property by Purchaser Affiliates;

D. In the event that Seller reacquires the Property from Purchaser, Purchaser shall return the Property to substantially the same condition in which it was found prior to the Closing date, ordinary wear and tear excepted and excepting any remedial work performed to remedy pre-existing conditions at the Property, and excepting any improvements made on the Property in furtherance of the Redevelopment Agreement.

E. In the event that Seller reacquires the Property pursuant to the Redevelopment Agreement, Purchaser shall provide Seller with copies within three (3) business days of Seller's notice to Purchaser of Seller's election to re-acquire the Property as aforesaid, any and all public and non-privileged records, documents or reports of any kind which are produced or prepared during or relate to the time period of the Repurchase Period and which relate or refer to the environmental matters and/or conditions associated directly or indirectly with the Property, including but not limited to written reports of a site assessment, environmental audits,

soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Property; and

F. Purchaser shall be responsible for all actions taken on the Property by or on behalf of Purchaser including, without limitation, any environmental contamination of the Property caused by Purchaser Affiliates during the Repurchase Period; provided, however, that the foregoing shall not include historic material at the Property which exists at the time of Closing hereunder. Purchaser shall indemnify and hold the Seller harmless against any claim, suit, loss, liability or damage incurred by the Seller in defending itself due to a release of a hazardous or toxic material in violation of state or federal law on the Property by Purchaser Affiliates during the Repurchase Period; provided, however, the foregoing indemnity obligation shall not be construed or interpreted to include actions taken or not taken with regard to historic conditions or materials that exist at the Property on the date of Closing hereunder.

G. During the Repurchase Period, in the event that any governmental authority having jurisdiction over the Property requires the Seller to address any environmental condition on the Property that existed prior to Closing, or in the event that a Purchaser Affiliate is addressing pre-Closing environmental conditions on the Property:

- (i) No Purchaser Affiliate shall, unless otherwise required by law, communicate with the Department (which shall mean the Illinois Environmental Protection Agency and/or any governmental authority having jurisdiction over the Property) about the environmental condition of the Property or shall enter the Property into the Illinois Site

Remediation Program without the Seller's written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall not submit any document to a governmental authority referring or relating to the Property without first submitting the document to the Seller for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser Affiliates shall not enter into negotiations with any governmental authority or agency to develop variances or revisions to laws or regulations with respect to the Property;

- (ii) The Seller reserves to itself, and Purchaser hereby grants to the Seller, its agents, attorneys, employees, consultants and contractors, an irrevocable license, right and authorization to enter upon and inspect the Property for purposes of performing any environmental work that the Seller is required to be performed by the Department (if any), and to perform such tests, and work, including, without limitation, subsurface testing, soil and groundwater testing, and other work which may physically invade the Property or improvements thereon, as the Seller, in its sole discretion, expense and risk, determines is necessary to protect its interests. Nothing in this paragraph is meant to limit in any way the Seller's rights to enter upon and/or inspect the Property as otherwise permitted by law. Notwithstanding the foregoing (or anything to the contrary contained in this Agreement), the Seller shall not be liable to Purchaser Affiliates for any diminution in the value of the Property, lost profits or rents, or any other loss of business damages or business interruption, nor for any loss of any kind which Purchaser Affiliates suffered or would have suffered because of the presence of the environmental contamination on, at or under the Property.
- (iii) Unless otherwise agreed to in writing by the Purchaser and Seller, or otherwise required by law, the Seller shall retain sole authority during the Repurchase Period, in all negotiations with the Department regarding any reporting, assessment, monitoring, remediation and/or other corrective action activities required by the Department in connection with any environmental measures taken at the Property. During the Repurchase Period, Purchaser shall promptly forward to the Seller copies of all reports, correspondence, tests, data or other information communicated between Purchaser and any third party with

respect to any hazardous substance, waste, petroleum or toxic or hazardous materials (as those terms are defined under applicable federal, state or local environmental laws, regulations or rules), which may exist on the Property.

- (iv) Purchaser shall inform the Seller of and the Seller must approve in writing of any environmental monitoring and/or remediation done on the Property by Purchaser Affiliates, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser shall provide the Seller with copies of any and all records, documents or reports of any kind which relate or refer to the environmental matters and/or conditions associated directly or indirectly with the Property, including but not limited to written reports of a site assessment, environmental audits, soil test reports, water test reports, laboratory analysis and documents, reports or writings relating or referring to the Property.

10.4 Purchaser Obligations. During the Repurchase Period, Purchaser shall cause any Purchaser Affiliates to:

- A. Maintain the Property in compliance with all applicable laws (including but not limited to environmental laws); provided, however, Purchaser shall provide to Seller a copy of any document submitted to a governmental authority referring or relating to the Property;
- B. Not allow the installation of asbestos containing materials or underground storage tanks on the Property and take all reasonable steps to assure no release of any hazardous or toxic material in violation of state or federal law on the Property;
- C. Cure any material violation of applicable laws at the Property at Purchaser's expense to the extent such violation is caused by Purchaser Affiliates during the Repurchase Period; provided, nothing herein shall be construed or interpreted to impose any obligation on Purchaser involving the presence of historic materials or

conditions that exist on the Property on the date of Closing hereunder, including without limitation, remediation of any environmental conditions on the Property that existed on the Property as of the date of Closing.

D. Within three (3) business days, Purchaser shall notify Seller in writing of and provide any reasonably requested documents upon learning of any of the following, which arise in connection with the Property:

1. Any claim of liability for response or corrective action, natural resource damage or other harm pursuant to any federal or state environmental law;
2. Any Environmental Claim (which shall mean any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent, decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any environmental law, (b) in connection with any hazardous or toxic material or actual or alleged hazardous material activity, (c) from any abatement, removal, remedial, corrective or other response action in connection with a hazardous or toxic material, environmental law or other order of a governmental authority or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment;
3. Any release or threatened release of a hazardous or toxic material in violation of an environmental law;
4. Any restriction on the ownership, occupancy, use or transferability arising pursuant to any (i) release or threatened release of a hazardous or toxic material, or (ii) environmental law; or
5. Any environmental, natural resource, health or safety condition which could materially impair the condition of the Property or could have a Material Adverse Effect (which shall mean any changes or effects that individually or in the aggregate are likely to be materially adverse to (i) the assets, business, operations, income or condition (financial or otherwise) of Purchaser, (ii) transactions contemplated by this Agreement, (iii) the ability of Purchaser to perform its obligations under this Agreement; or (iv) the condition or fair market value of the Property);

E. In the event Seller reacquires the Property during the Repurchase Period, Purchaser shall remove from the Property at Purchaser's expense prior to the

reconveyance of the Property to Seller any equipment used by Purchaser Affiliates; and comply with all state and federal laws concerning the transportation or disposition (whether on-site or off-site) of contaminated soil and/or groundwater by Purchaser Affiliates. During the Repurchase Period, Purchaser shall be solely responsible for the storage, treatment and disposal of all contaminated soil or groundwater, which resulted from Purchaser Affiliate's work on the Property.

In the event that Seller does not re-acquire the Property as aforesaid, Seller shall execute a release in form satisfactory to Purchaser and suitable for recording, releasing Purchaser from all post-closing responsibilities described herein, and specifically releasing the conditions described above.

11. SELLER'S CONDITIONS PRECEDENT. Seller shall not be required to close the transactions contemplated by this Agreement unless and until each of the following conditions precedent has occurred to the satisfaction of Seller on or before Closing, unless waived in writing by Seller:

11.1 All of Purchaser's representations and warranties set forth in this Agreement are true and correct in all material respects as of the date hereof and as of the date of Closing;

11.2 Purchaser has fulfilled all of its obligations and requirements required in this Agreement to be fulfilled on or before Closing; and

11.3 Purchaser has obtained formal Village of Wheeling Board approval of the Site Plan for the development and any further approvals required by the Wheeling Village Code for development of the Property.

12. PURCHASER'S CONDITIONS PRECEDENT. Notwithstanding the Due Diligence Period, in no event shall Purchaser be obligated to close the transactions contemplated by this Agreement unless and until each of the following contingencies (the "Closing Contingencies") has been completed or satisfied to Purchaser's satisfaction on or before Closing (or within the time frame specified below), unless waived in writing by Purchaser:

12.1 Seller is able to convey title to the Property of the quality described in Paragraph 3 herein;

12.2 The representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date hereof and as of the date of Closing with the same effect as though such representations and warranties had been made on and as of the date of Closing;

12.3 Seller and Escrow Agent have entered into with Purchaser the escrow agreement referenced in Paragraph 6.1 herein;

12.4 Seller has fulfilled all of its obligations and requirements required under this Agreement to be fulfilled by Seller on or before Closing; and

12.5 Seller, through its board and planning commission, has approved the final project plans for Purchaser's proposed development of the Property.

12.6 Seller shall not have breached or defaulted in any of its obligations set forth in this Agreement.

12.7 Title Company shall have issued the Title Policy.

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

Seller:

VILLAGE OF WHEELING,  
A Municipal corporation

By: \_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

Purchaser:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE'S ACKNOWLEDGMENT**

**STATE OF ILLINOIS,**  
**COUNTY OF COOK** \_\_\_\_\_ **ss.**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, are personally known to me to be the Village \_\_\_\_\_ and \_\_\_\_\_ Village Clerk, respectively, of the Village of \_\_\_\_\_, an Illinois municipal corporation (the "Village") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village \_\_\_\_\_ and \_\_\_\_\_ Village Clerk, appeared before me this day in person and severally acknowledged that as such Village \_\_\_\_\_ and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the \_\_\_\_\_ Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**DEVELOPER'S ACKNOWLEDGMENT**

**STATE OF ILLINOIS,**  
**COUNTY OF COOK** \_\_\_\_\_ **ss.**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, as Manager on behalf of \_\_\_\_\_ IS personally known to me be the same persons whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument pursuant to authority given by said Company, as her free and voluntary act as Manager and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016..

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

LEGAL DESCRIPTION OF PROPERTY

300 South Milwaukee Avenue, Wheeling, Illinois 60090

PINS: 03-12-104-016-0000; 03-12-104-017-0000; 03-12-104-018-0000; 03-12-104-019-0000

Legally described as follows:

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 23 IN MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 64 DEGREES 29 MINUTES 50 SECONDS EAST 130.02 FEET ALONG THE EXTENSION AND NORTHERLY LINE OF SAID LOT 23 TO THE WESTERLY LINE OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 97101914. THENCE SOUTH 30 DEGREES 42 MINUTES 39 SECONDS EAST 70.78 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT 23; THENCE SOUTH 60 DEGREES 48 MINUTES 28 SECONDS WEST 131.65 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST 79.13 FEET ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, RECORDED SEPTEMBER 8, 1927 AS DOCUMENT NUMBER 9771523, IN COOK COUNTY, ILLINOIS.

**EXHIBIT 5**  
**EASEMENT FOR EJECTOR PUMP**

**(To be finalized after approval of the RDA and inserted)**

**EXHIBIT 6**  
**PARKING LOT LICENSE AGREEMENT**

EXHIBIT 6

(FOR RECORDER'S USE ONLY)

**LICENSE AGREEMENT**

This License Agreement is made on \_\_\_\_\_, 2016 between Consolidated Commercial Properties, LLC \_\_\_\_\_ its executors, successors and assigns, as Licensor (hereinafter referred to as "Licensor"), and the VILLAGE OF WHEELING, a municipal corporation in the Counties of Lake and Cook and State of Illinois, as Licensee (hereinafter referred to as "Licensee").

Licensor Licenses to Licensee, property located at 300 S. Milwaukee Avenue, Wheeling, IL 60090, (the "Licensed Premises") and described in the legal description and depiction attached hereto as "EXHIBIT A," in perpetuity at an annual rental of \$1.00, for use as a public parking lot during the following days and hours:

<b>Monday –Friday</b>	<b>6:00 p.m.-2:00a.m.;</b>
<b>Saturday</b>	<b>3:00p.m -2:00a.m.</b>
<b>Sunday</b>	<b>12:00p.m.-2:00a.m.</b>

(hereinafter the "Designated Hours").

This License Agreement is subject to the following terms and conditions:

1. Licensee enters this License pursuant to Article VII, Section 10 of the Constitution of the State of Illinois.
2. Licensee shall pay an annual rent of \$1.00 per annum.
3. Licensee has the right to terminate this License if Licensee decides to discontinue use of the premises as a municipal parking lot. Licensee must serve written notification upon the Licensor of its election to terminate. Any notice from the Licensee to the Licensor shall be deemed duly served if sent by registered mail addressed to the Licensor at Licensor's business address of 212-224 S. Milwaukee Avenue, Wheeling Illinois 60477, or any other address as the Licensor from time to time in writing may appoint. The customary registered mail receipt shall be conclusive of service.

4. Licensor, during the entire term of this License, shall monitor and remove all rubbish and debris ordinarily found in a parking lot from the municipal parking lot.

5. Licensee and Licensor may only assign this License or sublet the premises with the written consent of the other party, which consent may not be unreasonably withheld. Such assignment shall not affect the validity of this license.

6. Licensor shall have the right to make alternations, improvements and repairs on the Licensed Premises including : striping said municipal parking lot; installing all necessary signage and overhead parking lot lighting; landscaping area; and performing snow removal and landscape maintenance during the term of this License. Licensor, during the term of this License, shall further keep the municipal parking lot in a condition of good repair. Licensor's obligation to maintain and repair the municipal parking lot shall include asphalt resurfacing and appropriate maintenance, when reasonably necessary.

7. The Licensor and Licensee will neither make nor suffer any waste of the premises. The Licensor will keep the same in good condition for use as a municipal parking lot during the term of this License.

8. The Licensor covenants with the Licensee that the Licensee, shall and may peaceably and quietly have, hold, and enjoy the premises for the term described without any interruption by the Licensor or any other person rightfully claiming under the Licensor.

9. Neither the Licensor nor the Licensee will cause nor suffer any nuisance on the premises set forth above.

10. The Licensee will use the premises as a public parking lot for the parking of Noncommercial motor vehicles and for no other permanent purposes only for the Designated Hours. Licensee will limit the time of parking in all spaces in the public parking lot to three (3) hours and will post signs stating the time limitation. Licensee will assume enforcement of said time limits during the term of the License in accordance with the Wheeling Village Code, as amended from time to time.

11. Licensee agrees to defend, indemnify, and hold harmless the Licensor, and their agents and employees, from any and all claims, losses, lawsuits, damages, liability or expenses that result from the use of the premises as a municipal parking lot unless those claims, losses, etc., are the result of activity conducted by the Licensor, its agents or employees.

12. If any provision of this License is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Licensor and Licensee that the remainder of this License shall not be affected.

13. No current or future member of the Village or the Board of Trustees, commission or agency, official, or employee of the Village shall have any personal interest, direct or indirect,

in this License. Nor shall any current or future member, official or employee participate in any decision relating to the License which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No current or future member, official, or employee of the Village shall be personally liable to Licensor, or to any successor in interest, to perform any commitment or obligation of the Village under the License nor shall any such person be personally liable in the event of any default or breach by the Village.

14. Licensor represents and warrants that it has full corporate right, power, and authority to enter into this License and to perform its obligations under this License. Licensor further represents and warrants that all corporate action necessary for the execution, delivery, and performance of this License by Licensor has been taken, and that this License is the legally binding obligation of Licensor, enforceable in accordance with its terms.

15. This License will be recorded by the Licensee and shall run with the Land. All recording expenses shall be paid by Licensee. This License shall be binding upon the successors and assigns of the Licensor.

Signed and sealed at Wheeling, Illinois the day and year first above written.

Licensor:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Licensee: VILLAGE OF WHEELING

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**This document prepared by:**

**JAMES V. FEROLO  
KLEIN, THORPE AND JENKINS, LTD.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606**

**After recording, mail to:**

**JAMES V. FEROLO  
KLEIN, THORPE AND JENKINS, LTD.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606**

**EXHIBIT A-LEGAL DESCRIPTION AND DEPICTION  
OF LICENSED PREMISES**

# PLAT OF SURVEY

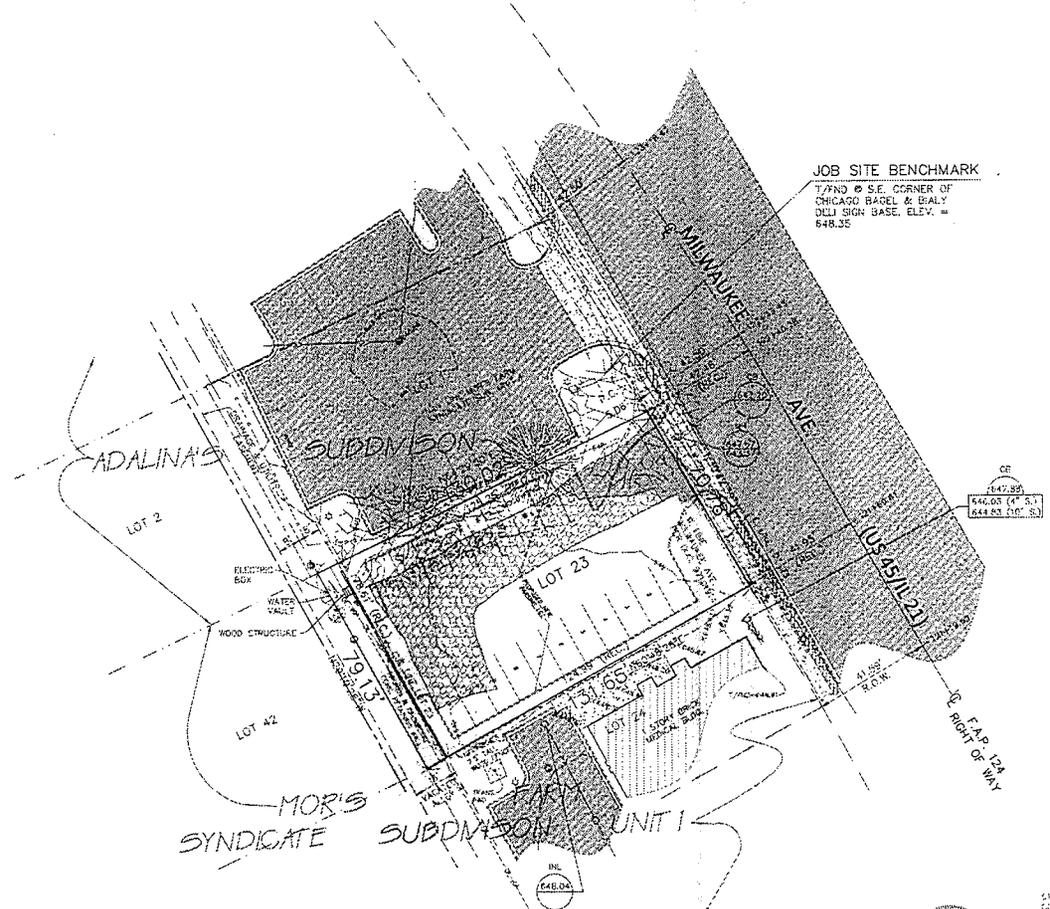
BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 23 IN MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 64 DEGREES 28 MINUTES 50 SECONDS EAST 120.02 FEET ALONG THE EXTENSION AND NORTHERLY LINE OF SAID LOT 23 TO THE WESTERLY LINE OF MILWAUKEE AVENUE, ACCORDING TO THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER 97101914; THENCE SOUTH 30 DEGREES 42 MINUTES 37 SECONDS EAST 70.19 FEET ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT 23; THENCE SOUTH 89 DEGREES 48 MINUTES 28 SECONDS WEST 131.65 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE VACATED ALLEY COINCIDENT WITH SAID LOT 23; THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST 79.13 FEET ALONG THE CENTER LINE OF SAID VACATED ALLEY TO THE POINT OF BEGINNING, ACCORDING TO THE PLAT OF SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NUMBER ONE, RECORDED SEPTEMBER 8, 1927 AS DOCUMENT NUMBER 9771223, IN COOK COUNTY, ILLINOIS.

## LEGEND:

- BRICK PAVEMENT
- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- GRAVEL
- WOOD FENCE
- LIGHT
- UTILITY POLE
- CLAY WELL
- SANITARY MANHOLE
- CATCH BASIN
- VALVE VAULT
- WATER VALVE
- WATER LINE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- STRUCTURE RM & AVERT
- REDWOOD TREE W/VALE
- BIRCH/GREEN TREE W/VALE

## NOTES:

1. ALL ELEVATIONS NAED OR DATUM.
2. JOB SITE BENCHMARK: 1/4" P.D. S.E. CORNER OF CHICAGO BADEL & BEALY CELL SIGN BASE, ELEV. = 648.35.



JOB SITE BENCHMARK  
1/4" P.D. S.E. CORNER OF  
CHICAGO BADEL & BEALY  
CELL SIGN BASE, ELEV. =  
648.35

OR  
644.83 (+ 0.1)  
644.83 (TOT. 5)

PROJECT NO. 14-213  
**ACCURATE SURVEY SERVICE, INC.**  
28 W 123 INDUSTRIAL AVE., SUITE # 4  
DARROWTON, IL 60010  
PHONE: (847) 381-8725



STATE OF ILLINOIS  
COUNTY OF LAKE  
I, WILLIAM C. COLAND, S.R., HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREOF DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS SURVEY STANDARDS FOR A SECONDARY SURVEY.  
DATED AT BARRINGTON, ILLINOIS THIS 12TH DAY OF NOVEMBER 2014.  
*William C. Coland*  
ILL. L.S. # 0011277

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S):**   #13.E    
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing Change Order No. 1 & Final to the Construction Contract with A-Lamp Concrete for the 2015 Motor Fuel Tax (MFT) Street Improvement Program

**SUBMITTED BY:** Mark Janeck, Director of Public Works

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** A resolution seeking approval of Change Order No. 1 & Final for a decrease in the final contract amount. Approval of this final change order serves to initiate the project closeout with the Illinois Department of Transportation (IDOT) by documenting the differences in quantities from the original awarded contract to the final contract's as-built quantities.

**BUDGET<sup>2</sup>:** \$132,172.86 reduction.

**BIDDING<sup>3</sup>:** Bid on April 13, 2015 and awarded on April 27, 2015.

**EXHIBIT(S) ATTACHED:** Memo, Resolution and IDOT BLR 13210 – Request for Approval of Change in Plans.

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD CONSIDERATION:** **VILLAGE MANAGER**

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** Mark Janeck, Director of Public Works  
**DATE:** December 30, 2015  
**SUBJECT:** Change Order No. 1 & Final to the 2015 Motor Fuel Tax (MFT) Street Improvement Construction Contract

**EXECUTIVE SUMMARY**

Approval of Change Order No. 1 & Final for a \$132,172.86 reduction in the contract with A-Lamp Concrete for the 2015 MFT Street Improvement Program. This Change Order, if approved, will reduce the final project amount from \$1,162,805.70 to \$1,030,632.84.

On April 27, 2015, the Village Board approved Resolution 15-55 awarding a \$1,162,805.70 contract to A-Lamp Concrete for the 2015 MFT Street Improvement Program. Attached for your review is Change Order No. 1 & Final (IDOT, Bureau of Local Roads [BLR] Form 13210, "Request for Approval of Change in Plans"), itemizing the pay item adjustments that were necessary to complete this project.

The 2015 MFT Street Improvement Program involved reconstruction of Heather, Buxton, and Springview Courts, and a five-inch grind and resurfacing of Cedar Run, Colonial Drive, E. Manchester Drive, and Maple Lane. Key improvements included in this project consisted of removal and replacement of pavement, partial removal/replacement of curb, gutter, and sidewalk; replacement and/or adjustments of drainage structures; parkway restoration; and miscellaneous items of work necessary to complete these improvements. Total roadway improved as a result of this contract was 7,008 lineal feet.

Various better-than-expected field conditions, Village staff's vigilance concerning contractor work efficiency and costs, and adjustments to the original Contract scope resulted in a reduced final contract amount. This Final Change Order incorporates and serves to document the project's final contract quantities with the original awarded Contract, and establishes the final agreed-upon contract amount.

Staff recommends approval of this resolution authorizing a \$132,172.86 (11.37 %) decrease in the original contract amount, resulting in a reduced final contract amount of \$1,030,632.84. The referred-to cost savings in the 2015 MFT Contract will be applied to additional roadway work proposed to be completed in 2016.

With your concurrence, please include this item on the January 4, 2016 Board meeting agenda.

**RESOLUTION NO. 16-\_\_\_\_**

**RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 & FINAL TO THE CONSTRUCTION CONTRACT WITH A-LAMP CONCRETE FOR THE 2015 MOTOR FUEL TAX (MFT) STREET IMPROVEMENT PROGRAM**

**WHEREAS**, Resolution No. 15-55 awarded a Contract to A-Lamp Concrete in the amount of \$1,162,805.70 for roadway construction involved with the 2015 MFT Street Improvement Program; and

**WHEREAS**, due to the fact that better-than-expected field conditions, close scrutiny of construction installation and costs by Public Works inspectors and engineers, and adjustment to the original Contract scope resulted in reduced project expenditures, this Final Change Order incorporates and serves to document the project's final contract quantities with the originally awarded Contract, and establishes the final agreed-upon Contract amount; and

**WHEREAS**, incorporating these changes is determined to be in the best interest of the Village, and in order to close out this MFT project with the Illinois Department of Transportation (IDOT), Change Order No. 1 & Final authorizing a \$132,172.86 decrease in the Contract amount must be approved; and

**WHEREAS**, the final Contract amount of \$1,030,632.84 is \$132,172.86, or 11.37 percent, below the originally-awarded Contract amount.

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, in the State of Illinois, that Change Order No. 1 & Final to the contract with A-Lamp Concrete for the 2015 MFT Street Improvement Program as attached hereto is hereby approved.

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_,

that Resolution No. 16 - \_\_\_\_ be adopted.

Trustee Brady \_\_\_\_\_ Trustee Krueger \_\_\_\_\_

Trustee Vito \_\_\_\_\_ Trustee Lang \_\_\_\_\_

Trustee Hein \_\_\_\_\_ Trustee Vogel \_\_\_\_\_

President Argiris \_\_\_\_\_

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Dean S. Argiris, Village President

ATTEST:

\_\_\_\_\_  
Elaine E. Simpson, Village Clerk



**Request for Approval  
of Change in Plans**

Date: 11/18/2015

County: Cook

Request No. 1  Final

Road District or Municipality: Village of Wheeling

Contractor: A-Lamp Concrete

Section No. 15-00082-00-PV

Address: 1900 Wright Boulevard  
Schaumburg, IL 60193

I recommend that this DEDUCTION be made FROM the above contract.  
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
TREE ROOT PRUNING	EA	38.00	25.00	D	\$ -	\$ 950.00
REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)	CY	562.90	30.00	D	\$ -	\$ 16,887.00
REMOVAL & DISPOSAL OF CONTAMINATED WASTE **	CY	35.00	10.00	D	\$ -	\$ 350.00
POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	562.90	30.00	D	\$ -	\$ 16,887.00
HOT-MIX ASPHALT SURFACE REMOVAL, 5-INCH [RESURFACE AREAS]	SY	70.00	5.20	A	\$ 364.00	\$ -
INCH, W/ PAVING FABRIC [RESURFACE AREAS]	SY	679.00	5.20	D	\$ -	\$ 3,530.80
PAVING FABRIC [RECONSTRUCTION AREAS]	SY	243.00	17.50	A	\$ 4,252.50	\$ -
HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	172.00	5.00	D	\$ -	\$ 860.00
CLASS D PATCHING, TY II, 10-INCH**	SY	119.70	95.00	D	\$ -	\$ 11,371.50
DRIVEWAY PAVEMENT REMOVAL	SY	34.90	13.00	A	\$ 453.70	\$ -
COMBINATION CONCRETE C&G REMOVAL	LF	1202.10	3.00	D	\$ -	\$ 3,606.30
SIDEWALK REMOVAL	SF	3996.60	1.20	A	\$ 4,795.92	\$ -
AGGREGATE BASE COURSE, TY B, 10-INCH	SY	177.00	16.00	D	\$ -	\$ 2,832.00
BITUMINOUS MATERIALS (PRIME COAT)	GAL	81.10	2.50	A	\$ 202.75	\$ -
LEVELING BINDER (HAND METHOD), N50	TON	30.00	165.00	D	\$ -	\$ 4,950.00
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	62.20	68.50	D	\$ -	\$ 4,260.70
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	7.90	74.50	A	\$ 588.55	\$ -
COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3.12	LF	3873.60	20.00	D	\$ -	\$ 77,472.00
COMBINATION CONCRETE CURB & GUTTER, TY B - B6.12	LF	2671.50	20.00	A	\$ 53,430.00	\$ -
PREPARATION OF AGGREGATE BASE COURSE	SY	11376.00	1.00	D	\$ -	\$ 11,376.00
CURB WEDGE AREA BACKFILL (P.C.C.)	LF	2629.00	1.50	D	\$ -	\$ 3,943.50
				11376	\$ 64,087.42	\$ 159,276.80



Total Net Change: \$ (132,172.86)  
 Amount of Original Contract: \$ 1,162,805.70  
 Amount of Previous Change Orders: \_\_\_\_\_  
 Amount of adjusted/final contract: \$ 1,030,632.84  
 Total net DEDUCTION to date \$ (132,172.86) which is -11.37 % of the contract price.  
 (addition, deduction)

State fully the nature and reason for the change: See attached page 4

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When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The undersigned has determined that the change is germane to the original contract as signed.
- The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by:   
Haeger Engineering, LLC (consultant)  
 Title of Preparer

For County and Road District Projects

\_\_\_\_\_  
 Highway Commissioner

\_\_\_\_\_  
 Date

Submitted/Approved

\_\_\_\_\_  
 County Engineer/Superintendent of Highways

\_\_\_\_\_  
 Date

For Municipal Projects

\_\_\_\_\_  
 Municipal Officer

Village President  
 Title of Municipal Officer

01/04/2015  
 Date

Approved

\_\_\_\_\_  
 Regional Engineer

\_\_\_\_\_  
 Date

Note: Make out separate form for change in length quantities.  
 Give net quantities  
 Submit 6 Originals  
 If plans are required attached 3 sets.

Explanation of individual items with cost greater than \$10,000:

The following items were included in the project bid but the required quantity for construction was greater than included in the project bid.

- o COMBINATION OF CONCRETE CURB & GUTTER, TYPE B - B6.12
- o PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH

The following items were included in the project bid but the required quantity for construction was less than included in the project bid.

- o REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)
- o POROUS GRANULAR EMBANKMENT, SUBGRADE
- o CLASS D PATCHING, TYPE II, 10-INCH
- o COMBINATION CONCRETE CURB & GUTTER, TYPE M, (SPECIAL) - M3.12
- o PREPARATION OF AGGREGATE BASE COURSE
- o DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED
- o MODIFIED CURB DRAINAGE STRUCTURE STANDARD

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

**AGENDA ITEM NO(S): #13.F**

*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** January 4, 2016

**TITLE OF ITEM SUBMITTED:** DISCUSSION RE: Community Development Department Strategic Plan Projects

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Update on several projects the Community Development Department is pursuing related to Strategic Plan objectives. Community Development staff seeks the Village Board's guidance on the direction of several projects prior to taking further action.

**BUDGET<sup>2</sup>:** N/A

**BIDDING<sup>3</sup>:** N/A

**SUBMITTED FOR BOARD CONSIDERATION:** VILLAGE MANAGER

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<sup>1</sup> *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

<sup>2</sup> *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

<sup>3</sup> *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*