

**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, APRIL 18, 2016 AT 6:30 P.M.**  
**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 March 21, 2016
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

**Proclamation:** [Wheeling High School Jazz Band 1 – Jazz in the Meadows Grand Champion](#)

**Proclamation:** [Buffalo Grove/Hersey/Wheeling “Stampede” Hockey Team – 2016 Illinois High School Hockey League State Champions](#)

**Proclamation:** [Earth Day – April 22, 2016](#)

- 7. APPOINTMENTS AND CONFIRMATIONS**

Chicago Executive Airport Board of Directors, Chairperson

- 8. ADMINISTRATION OF OATHS**

- 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.** [Resolution Authorizing the Village Manager to Waive a Portion of the 2016–2017 Video Gaming Terminal Fees for Phillip Carpenter Post 66 AMVET Building Corporation, a Not-for-Profit Entity](#)

- B. [Ordinance](#) Amending Title 4, "Taxes, Business Regulations and Licenses," Chapter 4.52, "Solicitors and Peddlers," of the Wheeling Municipal Code to Correct a Scrivener's Error
12. **OLD BUSINESS** NONE
13. **NEW BUSINESS** All listed items for discussion and possible action
- A. [Public Hearing and Resolution](#) Regarding a Request for Cook County Class 6B Real Estate Tax Assessment Classification for the Properties Located at 1200 South Willis Avenue
1. **Public Hearing** Re: Request for Cook County Class 6B Property Tax Assessment Classification from Ryan Hunt, LLC or Its Assignee, Contract Purchaser
  2. **Resolution** Consenting to a Cook County Class 6B Real Estate Tax Assessment Classification for the Properties Located at 1200 South Willis Avenue in the Village of Wheeling, Illinois
- B. [Resolution](#) Accepting a Proposal from Christopher B. Burke Engineering, Ltd. For the Buffalo Creek Floodplain Study
- C. [Resolution](#) Approving a Contract with SAK Construction, LLC for the Jointly Bid 2016 Sewer Lining Project
- D. [Resolution](#) Approving a One (1) Year Renewal Contract with Clean Cut Tree Service, Inc. for Creek Tree Trimming and Brush Clearing for FY 2016
- E. [Ordinance](#) Authorizing a Redevelopment Agreement between the Village of Wheeling and Arbor IV, Inc. Regarding the Arbor Court Apartments Comprising a Part of the Crossroads (Central Business District) TIF District
14. **OFFICIAL COMMUNICATIONS**
15. **APPROVAL OF BILLS** March 31–April 13, 2016
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.***



*PROCLAMATION*  
*VILLAGE OF WHEELING*

**Wheeling High School Jazz Band 1**  
**~ Jazz in the Meadows Grand Champion ~**

**WHEREAS**, Wheeling High School Jazz Band 1 has been named Grand Champion of the 31<sup>st</sup> Annual Jazz in the Meadows Festival, the largest and most prestigious jazz festival in the Midwest; and

**WHEREAS**, this is the sixth such Grand Champion Award for the Wheeling Jazz Band 1, and its third in a row; and

**WHEREAS**, Wheeling High School Jazz Band 1 also won its 3A Class at Jazz in the Meadows for the tenth consecutive year; and

**WHEREAS**, the achievements of Wheeling High School Jazz Band 1 are a testament not only to the skill and hard work of the musicians, but also to the support they have received from their families, their fellow students, and the Wheeling High School faculty, including Brian J. Logan, Wheeling High School Director of Bands; and

**WHEREAS**, the success of Wheeling High School Jazz Band 1 is something in which all members of the Wheeling community can rightfully take pride;

**NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, Illinois**, do hereby offer sincere congratulations to the members of Wheeling High School Jazz Band 1 for their impressive achievements, and wish them success in their future endeavors.

**DATED** at the Village of Wheeling this 18<sup>th</sup> day of April, 2016.

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

**ATTEST:**

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





*PROCLAMATION*  
*VILLAGE OF WHEELING*

**Buffalo Grove / Hersey / Wheeling “Stampede” Hockey Team  
~ 2016 Illinois High School Hockey League State Champions ~**

**WHEREAS**, on Friday, March 18, the BG/H/W “Stampede” Hockey Team won the 2016 Illinois High School Hockey League State Championship in the Combined Division, the team’s first statewide title; and

**WHEREAS**, the BG/H/W Hockey Team is comprised of Township High School District 214 students from Buffalo Grove, John Hersey, and Wheeling High Schools; and

**WHEREAS**, the members of the BG/H/W Hockey Team have distinguished themselves as good citizens as well as fierce competitors, with recent service including a fundraiser game against Saint Viator High School to benefit the Wheeling Food Pantry; and

**WHEREAS**, the achievements of the BG/H/W Hockey Team are a testament not only to the skill and hard work of the student athletes, but also to the support they have received from their families, their fellow students, their schools, and their sponsors; and

**WHEREAS**, the success of the BG/H/W Hockey Team is something in which all members of the Wheeling community can rightfully take pride;

**NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, Illinois**, do hereby offer sincere congratulations to the members of the BG/H/W Hockey Team for their impressive achievements, and wish them success in their future endeavors.

**DATED** at the Village of Wheeling this 18<sup>th</sup> day of April, 2016.

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

**ATTEST:**

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





*PROCLAMATION*  
*VILLAGE OF WHEELING*

**Earth Day – April 22, 2016**

**WHEREAS**, the global community now faces extraordinary challenges, including global health issues, food and water shortages, and economic struggles; and

**WHEREAS**, all people, regardless of race, gender, income, or geography, have a moral right to a healthy environment with potential for sustainable economic growth; and

**WHEREAS**, it is broadly understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

**WHEREAS**, individuals can help realize a green economy by taking part in educational efforts, public policy discussions, and consumer activism campaigns; and

**WHEREAS**, it is necessary to expand and diversify this global movement to achieve maximum success;

**NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, Illinois**, do hereby proclaim April 22, 2016 as Earth Day in the Village of Wheeling, and do hereby encourage Wheeling residents, businesses, and institutions to use the occasion to honor and celebrate the earth and commit to building a sustainable and green economy.

**DATED** at the Village of Wheeling this 18<sup>th</sup> day of April, 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:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Authorizing the Village Manager to Waive a Portion of the 2016–2017 Video Gaming Terminal Fees for Phillip Carpenter Post 66 AMVET Building Corporation, a Not-for-Profit Entity

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Authorizing a 50% waiver of the annual video gaming terminal fees paid by Wheeling’s AMVETS post per the written request of the license holder according to the provisions of the Village’s municipal code.

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

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

**EXHIBIT(S) ATTACHED:** Staff Memorandum, Correspondence from Phillip Carpenter Post 66 AMVET Building Corporation, 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:** Jon Sfondilis, Village Manager  
**FROM:** Martin Seay, Executive Secretary  
**DATE:** April 14, 2016  
**RE:** Reduction of AMVETS Video Gaming Terminal Fees

**EXECUTIVE SUMMARY**

The consent agenda of the Monday, April 18 regular meeting will include a resolution granting a 50% waiver of the annual video gaming license fee paid by Wheeling's AMVETS post.

In August of 2015, at the request of Phillip Carpenter Post 66 AMVET Building Corporation (AMVETS) and per the direction of the Board of Trustees, staff drafted an ordinance amending the municipal code to allow non-for-profit entities to request a waiver of their video gaming license fees of up to 50%. The Village Board subsequently approved this ordinance, as well as a resolution granting AMVETS the requested reduction of its 2015–2016 Village video gaming license fees.

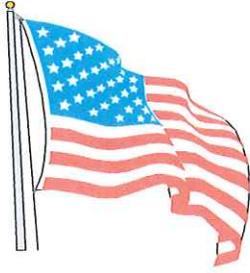
All Wheeling video gaming licenses expire annually on April 30. In advance of the pending renewal of its gaming license, AMVETS has submitted a request for a reduction of its 2016–2017 video gaming license fees.

As you know, the Board of Trustees amended the Municipal Code in December 2014 to increase the annual fees paid by video gaming establishments when it became apparent that oversight of video gaming imposes a greater burden on Village services than originally predicted. The annual fee is now \$1,000 per terminal (i.e. \$5,000 for the state-mandated maximum of five terminals). The requested waiver would reduce AMVETS' fee to \$500 per terminal (i.e. \$2,500 for its five terminals).

AMVETS is currently the only not-for-profit video gaming establishment in Wheeling, and therefore is the only entity qualified to receive for a fee waiver under the provisions of the municipal code.

As written, and in keeping with the Village Board's past practice, the attached resolution grants AMVETS the maximum fee waiver that the municipal code allows. The Board also has the option of removing the resolution from the consent agenda and approving it by amendatory motion to grant a smaller fee waiver, or of simply rejecting the request by voting the resolution down.

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



**AMVETS**  
**Phillip Carpenter Post 66**  
**700 McHenry Road**  
**Wheeling, Illinois 60090**  
**(847) 537-0440**  
**Fax (847) 537-0434**  
**E-Mail: post066@sbcglobal.net**



April 4, 2016

Village of Wheeling  
Attn: Village President Argiris  
2 Community Boulevard  
Wheeling, IL 60090

Subject: Request for 50% Waiver of Village of Wheeling Video Gaming License Fee

Dear President Argiris,

Phillip Carpenter Post 66 AMVET Building Corporation is a "NOT FOR PROFIT" 501c(19) Veterans Service Organization. Our primary purpose is "Promoting and maintaining the civic, educational and social affairs of the community". We accomplish our purpose by providing cash donations, the use of our facilities, sponsoring patriotic activities and volunteering in support of our community based organizations and helping veterans at the Capt. James A. Lovell Federal Health Care Center and other Veterans Affairs facilities.

I respectfully request that the Village grant a 50% waiver of the Video Gaming license fees per Ordinance 4949, enacted August 17, 2015 "Not For Profit" businesses. I know that you will continue to work to keep Wheeling moving forward with the best interests of all the residents in mind.

Please contact me if there is anything that AMVETS Post 66 can do to be of service to the village at any time.

Very truly yours,



Tony Altieri  
Commander

Cc:

Trustees: Brady, Krueger, Lang, Papantos, Vito & Vogel  
Village Clerk, Simpson

***AMVETS – Serving Veterans and Active Duty Military!***



March 15, 2016

Phillip Carpenter Post 66 AMVET Building Corporation  
700 N. McHenry Road  
Wheeling, IL 60090

Dear Wheeling Video Gaming License Holder:

As you recall, last year the Board of Trustees approved Ordinance 4949, which specifies as follows:

"A regularly organized veterans' or servicemen's club or not-for-profit fraternal organization that has a Class E-V liquor license in the Village may apply to the Village Board for a waiver of their video gaming terminal fees, which waiver shall not exceed 50% of each terminal fee. The Board shall have the discretion to grant the request, either in whole or in part, if financial hardship or other good cause is shown by the applicant."

If you are interested in seeking a waiver of a portion of your Village video gaming license fees for 2016–2017, you may wish to submit a written request prior to the April 15 due date for the liquor license application; that will allow the Board enough time to act on it before your current licenses expire.

If you have questions or concerns, please contact me at [mseay@wheelingil.gov](mailto:mseay@wheelingil.gov) or 847-499-9098.

Sincerely,

Martin Seay  
*Executive Secretary*

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

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO WAIVE A PORTION OF THE 2016–2017 VIDEO GAMING TERMINAL FEES FOR PHILLIP CARPENTER POST 66 AMVET BUILDING CORPORATION, A NOT-FOR-PROFIT ENTITY**

**WHEREAS**, Phillip Carpenter Post 66 AMVET Building Corporation, a not-for-profit entity, has requested a reduction of their annual video gaming terminal fees; and

**WHEREAS**, the Wheeling Municipal Code, Title 8 “Public Peace and Safety,” Chapter 8.22 “Gambling,” Section 8.22.050 “Video Gaming” allows qualified entities to request a waiver of their video gaming terminal fees, which waiver shall not exceed 50% of each terminal fee; and

**WHEREAS**, the above-mentioned Section of the Municipal Code further gives the Board of Trustees the discretion to grant such a request, either in whole or in part, provided good cause is shown; and

**WHEREAS**, it has been determined that the waiver of 50% of each video gaming terminal fee paid by Phillip Carpenter Post 66 AMVET Building Corporation is within the guidelines set forth in the above-mentioned Section of the Municipal Code;

**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**, as follows:

**SECTION A**

That the Village Manager is hereby authorized to waive 50% of each video gaming terminal fee paid by Phillip Carpenter Post 66 AMVET Building Corporation for 2016–2017.

**SECTION B**

That the Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

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

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

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

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Dean S. Argiris  
Village President

ATTEST:

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Elaine E. Simpson  
Village Clerk

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

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

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** Ordinance Amending Title 4, "Taxes, Business Regulations and Licenses," Chapter 4.52, "Solicitors and Peddlers," of the Wheeling Municipal Code to Correct a Scrivener's Error

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

**BASIC DESCRIPTION:** In February of 2012 the Village amended its municipal code to impose certain restrictions on soliciting in the Village streets. Due to an error in the drafting of that ordinance, some of those restrictions were applied more broadly than the Board of Trustees had intended. This ordinance corrects that error, bringing the code in line with the Board's intent and the Village's practice.

**EXHIBIT(S) ATTACHED:** Ordinance

**RECOMMENDATION:** Approval

**SUBMITTED FOR BOARD APPROVAL:** Village Manager



**MEMORANDUM**

**TO:** Jon Sfondilis, Village Manager  
**FROM:** Martin Seay, Executive Secretary  
**DATE:** April 14, 2016  
**RE:** Ordinance amending Chapter 4.52 to correct a scrivener's error

**EXECUTIVE SUMMARY**

Staff recommends approval of the attached ordinance which corrects an error in the municipal code resulting from a 2012 ordinance imposing certain restrictions on soliciting in the Village streets. The attached ordinance brings the code in line with the Village Board's intent and the actual practice of Community Development staff.

On February 6, 2012 the Village amended its municipal code to impose certain restrictions on soliciting in the Village streets. Due to an error in that ordinance, some of those restrictions seemed to apply more broadly than the Board of Trustees intended.

Specifically, the 2012 ordinance (4672) added restrictions to Chapter 4.52 of the municipal code that were meant to apply only to solicitation in the streets, but that can be read to apply to *all* solicitation due to the incorrect placement of the text amendment. The attached ordinance relocates the text within the chapter in order to clarify the scope of the added restrictions.

Please note that the attached ordinance does not change the language of the amended chapter, but only the *placement* of that language. Please note also that this ordinance will have no effect on Village staff's administration and enforcement: staff's practice regarding solicitors has been in keeping with the direction of the Village Board and was not impacted by this scrivener's error. The attached ordinance—which has been reviewed by Community Development staff and the Village's attorneys—simply cleans up the code.

If you have questions or concerns regarding this matter, please feel free to contact Community Development Director Andrew Jennings and/or the Village's attorneys.

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

**AN ORDINANCE AMENDING TITLE 4, "TAXES, BUSINESS REGULATIONS AND LICENSES," CHAPTER 4.52, "SOLICITORS AND PEDDLERS," OF THE WHEELING MUNICIPAL CODE TO CORRECT A SCRIVENER'S ERROR**

**WHEREAS**, the Village of Wheeling, as a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, on February 6, 2012, the Board of Trustees of the Village of Wheeling approved Ordinance 4672, which amended Title 4, "Taxes, Business Regulations and Licenses," Chapter 4.52, "Solicitors and Peddlers," and Chapter 4.64, "Tag Days," of the Wheeling municipal code regarding soliciting in the streets; and

**WHEREAS**, due to a scrivener's error, the amendments to Chapter 4.52 made by Ordinance 4672 were applied to all soliciting, rather than only soliciting in the streets; and

**WHEREAS**, the limits on all solicitation imposed by Ordinance 4672 are not reflective of the intent of the Board of Trustees or of the practice of Village staff; and

**WHEREAS**, the Board of Trustees of the Village of Wheeling finds that it is in the best interest of the Village to further amend Chapter 4.52 of the Wheeling municipal code to limit the application of the language added to that chapter by Ordinance 4672 to solicitation in the streets only;

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

**Section 1:** That Title 4, "Taxes, Business Regulations and Licenses," Chapter 4.52, "Solicitors and Peddlers," Section 4.52.020 "Permit requirements and exemptions" shall be amended as follows:

- (a) It is unlawful for any person to engage in peddling or solicitation within the village of Wheeling without first obtaining a permit issued by the department of Community Development.
- (b) The following activities are exempt from the provisions of this section:
  - (1) Any solicitation made upon premises owned or occupied by an organization upon whose behalf the solicitation is made;
  - (2) Any communication by an organization soliciting contributions solely from persons who are members of the organization at the time of such solicitation;
  - (3) Any solicitation in the form of a collection at a regular meeting, assembly or service of a charitable person.

~~(c) No person shall stand on a street or highway located within the Village for the purpose of soliciting contributions from the occupancy of any vehicle except after receiving a permit from the Village. The names and date of birth of all persons soliciting shall be provided to the Village before any Village permit is issued. No more than one permit shall be issued by the Village for the same date at the same intersection. If more than one application for a permit has been received by the Village for the same intersection and date, then applications shall be reviewed on a first come first served basis.~~

~~(d) A soliciting person or agency shall be:~~

- ~~1. Registered with the Attorney General as a charitable organization as provided by "an Act to regulate solicitation and collection of funds for charitable purposes, providing for violations thereof, and making an appropriation therefore," approved July 26, 1963, as amended; (225 ILCS 460/1 et seq.);~~
- ~~2. Engaged in a Statewide fund raising activity; and~~
- ~~3. Liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.~~

~~(e) Any person engaged in the act of soliciting shall:~~

- ~~1. Be 16 years of age or more;~~
- ~~2. Be wearing a high visibility vest; and~~
- ~~3. Be wearing visible identification of the organization undertaking the solicitation.~~

~~(f) Solicitation on streets or highways located within the Village shall be allowed only at traffic controlled signal intersections when all traffic has come to a full stop and only between the hours of 7:00 a.m. and 7:00 p.m.~~

~~(g) No solicitation shall be allowed at any train station in the Village.~~

~~(h) No permit shall be granted for a duration of more than two consecutive days.~~

~~(i) Permits shall be limited to no more than one per calendar year for each charitable organization.~~

**Section 2:** That Title 4, "Taxes, Business Regulations and Licenses," Chapter 4.52, "Solicitors and Peddlers," shall be amended to add the following section:

4.52.025 - Solicitation on streets and highways.

(a) No person shall stand on a street or highway located within the Village for the purpose of soliciting contributions from the occupancy of any vehicle except after receiving a permit from the Village. The names and date of birth of all persons soliciting shall be provided to the Village before any Village permit is issued. No more than one permit shall be issued by the Village for the same date at the same intersection. If more than one application for a permit has been received by the Village for the same intersection and date, then applications shall be reviewed on a first come first served basis.

(b) A person or agency soliciting on a street or highway shall be:

1. Registered with the Attorney General as a charitable organization as provided by "an Act to regulate solicitation and collection of funds for charitable purposes, providing for violations thereof, and making an appropriation therefore," approved July 26, 1963, as amended; (225 ILCS 460/1 et seq.);
2. Engaged in a Statewide fund raising activity; and
3. Liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.

(c) Any person engaged in the act of soliciting on a street or highway shall:

1. Be 16 years of age or more;
2. Be wearing a high visibility vest; and
3. Be wearing visible identification of the organization undertaking the solicitation.

(d) Solicitation on streets or highways located within the Village shall be allowed only at traffic controlled signal intersections when all traffic has come to a full stop and only between the hours of 7:00 a.m. and 7:00 p.m.

(e) No solicitation shall be allowed at any train station in the Village.

(f) No permit for soliciting on streets or highways shall be granted for a duration of more than two consecutive days.

(g) Permits for soliciting on streets or highways shall be limited to no more than one per calendar year for each charitable organization.

**Section 3:** Those sections or parts of Ordinance 4672 not expressly amended in this ordinance are hereby re-enacted.

**Section 4:** The invalidity of any section or provision of this ordinance hereby passed and approved shall not invalidate the other sections of provisions thereof.

**Section 5:** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

that Ordinance No. \_\_\_\_\_ be passed.

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

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

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

Trustee Papantos \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
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): #13.A-1&2**  
*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:**

- A. Public Hearing Re: Request for Cook County Class 6B Real Estate Tax Assessment Classification from Ryan Hunt, LLC or its assignee, contract purchaser
- B. Resolution consenting to a Cook County Class 6B Real Estate Tax Assessment Classification for the properties located at 1200 S. Willis Avenue in the Village of Wheeling, Illinois

**SUBMITTED BY:** John C. Melaniphy III, Director of Economic Development

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Application for Class 6B property tax classification with Special Circumstances based on 100% vacancy and abandonment for less than 24 continuous months with purchase for value of the industrial building located at 1200 S. Willis Avenue in Wheeling.

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

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

**EXHIBIT(S) ATTACHED:** Memo, Public Notice, Resolution, Class 6B Application

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

**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*



**MEMORANDUM**

**TO:** John C. Melaniphy III, Director of Economic Development  
**FROM:** Dru Garcia, Business Development Coordinator  
**DATE:** April 13, 2016  
**SUBJECT:** Request for Cook County Class 6B Property Tax Classification  
Ryan Hunt, LLC – 1200 S. Willis Avenue

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**EXECUTIVE SUMMARY**

An application for 6B Real Estate Property Tax Classification has been submitted by Ryan Hunt, LLC, and has been placed on the agenda for consideration by the Village Board on Monday, April 18, 2016. The applicant desires to acquire and substantially rehabilitate the vacant industrial property at 1200 S. Willis Avenue in Wheeling in order to accommodate its expanding operations.

**BACKGROUND:** Attached is an application for the Cook County Class 6B property tax incentive submitted by Ryan Hunt, LLC (“applicant”) as the purchaser of the vacant and abandoned industrial building at 1200 S. Willis Avenue (“subject property”). A public hearing is scheduled for April 18, 2016 and a public hearing notice was published in the Daily Herald on April 8, 2016.

The subject property is comprised of an approximately 30,000 square foot building situated on a 57,756 square foot site. If approved, the applicant will acquire, substantially rehabilitate, and lease the subject property to a related entity, CHAMPRO Sports®, a Wilson Hunt International, Ltd. company. CHAMPRO Sports® has been based in Wheeling since 2008. Its primary facility is located at 1175 S. Wheeling Road, which is approximately 185,785 square feet. CHAMPRO Sports® also leases approximately 3,800 square feet at 614 Wheeling Road. The company seeks to transfer operations from the 614 Wheeling Road facility to 1200 S. Willis Avenue. This move would also accommodate further expansion to fully occupy and utilize the subject property.

CHAMPRO Sports® is a 25-year old company that manufactures high performance equipment and apparel for athletes. Company operations in Wheeling include manufacturing, warehousing, and distribution of CHAMPRO Sports® apparel and equipment, which is distributed exclusively through sporting goods specialty stores. As such, the company is a qualified industrial business under the Class 6B program.

The subject property has been 100% vacant and abandoned since July 2015. According to the property owner, its related entity, Simmons Engineering Corporation, vacated the subject

property on July 2, 2015 to relocate to a new facility in DuPage County. Cook County property taxes were cited as a motivating factor in selecting the new location.

As outlined in Exhibit M of the application, the special circumstances that exist at the site that impact the property include: age, deterioration, functional obsolescence, and the applicant desires to renovate or rehabilitate the building.

The subject property is approximately 52 years old and is in need of substantial rehabilitation to remediate deterioration and functional obsolescence. In order for the subject property to be suitable for occupancy, the applicant plans to demolish interior walls, upgrade the electrical, install new lighting in the factory area, upgrade existing and install new HVAC units, upgrade restrooms and plumbing, repair masonry, repair and sealcoat flooring, install a new garage door, repair the roof, add new windows, and conduct other general maintenance work. In addition, the edifice is hindered by low ceiling clear heights of only 12' to 16', which is less than half the common height of modern warehouse structures. The total projected cost to conduct the planned rehabilitation of the subject property amounts to \$155,500, and does not include additional work that is currently being researched such as parking lot repairs and additional restroom construction costs.

According to the applicant, and as highlighted in the 6B contingency clause in Exhibit H, this property acquisition and subsequent investment is subject to the approval of the Class 6B real estate property tax classification.

**CLASS 6B REQUIREMENTS:** The applicant is applying for the Class 6B property tax classification with special circumstances based on substantial re-occupation of abandoned property that has been vacant for less than 24 continuous months and with a purchase for value.

**FISCAL IMPACT:** 1200 S. Willis Avenue has been 100% vacant and unused since July 2015. During this time, the property has been receiving property tax vacancy relief from the Cook County Assessor's Office. If the Class 6B real estate tax classification is granted and the property is re-occupied, a reduced assessment rate would be applied to the property.

The 6B incentive assessment rate is less than the standard assessment rate of 25%, being 10% for the first ten years, 15% on the eleventh year, and 20% on the twelfth year. However, the 6B rate only applies upon occupancy of the subject property. So even with the reduced 6B assessment rate, the property taxes generated would likely be greater than they would be if the property were to continue to receive vacancy relief, since a vacant property's assessed value is significantly reduced.

As projected in Exhibit P, the reduced property tax liability resulting from a 6B classification for the subject property, based on full occupancy, is projected to be \$63,129 per year for the first three years, before increasing in subsequent assessment years. The estimated property tax liability for the property if it remains vacant and continues to receive vacancy relief is approximately \$36,317. Therefore, the fiscal impact of the requested 6B would likely be fiscally neutral to modestly positive in the long term.

CHAMPRO Sports® currently employs 172 permanent positions. 145 employees are based at 1175 S. Wheeling Road and 27 are based at 614 Wheeling Road. If the company proceeds with occupying the subject property, they would transfer their existing workers from 614 Wheeling Road to this facility and would add 15 new full-time workers as soon as possible. The company projects that as its operations reach full capacity at the subject property, employment would grow to 110 full-time positions. Additionally, CHAMPRO Sports® plans to hire 8 new employees for operations at 1175 Wheeling Road should this acquisition take place.

In addition, the applicant anticipates employees and visitors would contribute to the Wheeling economy with increased property tax revenue, gasoline expenditures, and other indirect contributions.

**RECOMMENDATION:** The Village has received the application fee of \$950.00. Village staff has reviewed the application, as summarized above, and recommends approval of the Class 6B property tax classification with special circumstances and with substantial rehabilitation.

As additional background, a listing of past Class 6B applications approved by the Village Board is attached.

Please place this item on the Village Board agenda for April 18, 2016. Thank you.

Village of Wheeling  
List of Class 6B Property Tax Incentive Applicants  
As of 4/13/2016

	APPLICANT	ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
<b>APPLICATIONS APPROVED</b>							
1	Spectrum Manuf.	140-180 E. Hintz	119,050	24,000	60	04/07/86	\$1,100,000
2	Indeck Power Equip.	1111 S. Willis	330,000	99,000	20	10/06/86	1,750,000
3	Elenco Electronics	150 W. Carpenter	60,150	24,250	15	10/06/86	790,000
4	Spectra Tool	652-724 Chaddick	130,475	38,000	22	11/03/86	1,000,000
5	Quintel, Inc.	44 Century Dr.	82,474	30,000	40	11/03/86	1,000,000
6	John Remke, Inc.	Chaddick Dr	50,000	13,750	23	05/18/87	700,000
7	Fire Control	255 Alderman	52,400	18,830	17	05/18/87	700,000
8	Faucet Queens	550 Palwaukee	67,500	17,900	12	05/18/87	770,000
9	Bridgestone	Century Dr	40,260	21,000	7	05/18/87	385,000
10	Graphic Products	S. Wolf Rd	190,754	52,950	48	07/06/87	1,600,000
11	A & M Tool Co., Inc.	Chaddick Dr	76,200	20,290	30	09/08/87	770,000
12	Edgar A. Weber	Palwaukee Dr	137,260	28,600	28	09/21/87	1,100,000
13	Clearshield Nat'l.	Peterson/Marquardt	369,800	80,000	65	10/19/87	2,000,000
14	Waldmann Lighting Co.	Century Dr	101,000	12,000	12	12/07/87	500,000
15	Ron Lemmon/Cano	Alderman Ave	44,000	18,000	25	01/18/88	570,000
16	Tool King, Inc.	275 Larkin Dr	45,700	12,645	20	01/18/88	575,000
17	Mercury Stainless	475 Allendale	188,000	84,400	9	02/16/88	5,500,000
18	Smalley Steel Ring	Gilman at Wheeling Rd	189,500	57,000	10	03/21/88	2,250,000
19	Victory Machinery	Egidi Dr	36,400	10,200	4	09/06/88	355,000
20	ENSAR Corp.	135 E. Hintz	195,600	88,500	50	11/07/88	1,600,000
21	Crescent Cardboard	100 W Willow	96,600	43,000	6	11/21/88	1,505,000
22	G&Z Industries, Inc.	Chaddick Drive	88,050	30,223	47	05/15/89	855,000
24	Engis Corporation	133 W Hintz Rd	385,000	65,950	120	07/17/89	4,600,000
23	R.S. Anderson	Wolf/Hintz Rd	201,465	26,000	50	10/02/89	2,900,000
25	Dearborn Wire&Cable	250 Carpenter	356,540	52,000	50	09/04/90	1,600,000
26	Faucet Queens II	Chaddick Dr	110,468	33,830	6	09/04/90	1,450,776
27	Autoblok Corp	251 Egidi	74,394	15,145	4	04/01/91	700,000
28	Segerdahl Corp.	1351 S Wheeling Rd	616,239	38,900	5	04/20/92	1,200,000
29	A & M Tool II	450 Chaddick	76,200	5,667	4	02/16/93	300,000
30	Sauk Machine Works	5 Waltz Dr	42,374	16,030	20	08/16/93	480,000
31	Tool King II	275 Larkin Dr	80,173	15,000	5	07/19/93	300,000
32	Smalley Steel Ring II	385 Gilman Ave	270,090	42,686	20	02/22/94	1,710,400
33	ADC LP (Anderson Die)	1720 S Wolf Rd	143,000	19,500	20	09/19/94	460,000
34	Segerdahl Corp II	1351 S Wheeling Rd	616,239	14,000	15	12/05/94	1,500,000
35	Video Technologies Inc.	101 E Palatine Rd	355,450	97,928	10	12/05/94	2,500,000
36	Fluid Power Industries	511 Glenn Ave	194,278	15,000	25	12/19/94	2,000,000
37	Handi-Foil Corp/HFA Inc. II	135 E Hintz Rd	199,633	95,625	40	06/05/95	3,000,000
38	Ron Lemmon/CANO II	448 Mercantile	105,500	48,000	15	09/05/95	400,000
39	Inland Die Casting	161 Carpenter	112,089	13,629	25	12/04/95	760,344
40	Skokie Valley Beverage	199 Shepard	214,291	29,000	10	04/01/96	1,196,511
41	Plaza Tool & Mold Co.	Century Dr	20,000	5,000	6	07/01/96	333,070
42	Peer International Corp.	77 W Hintz Rd	418,575	159,000	50	10/21/96	5,000,000
43	Howlan Inc.	Northgate/Quail Hollow	84,337	31,137	25	06/02/97	1,400,000
44	Prototype & Production	130 W Carpenter	60,160	15,000	18	06/16/97	900,000
45	Genender II (Quintel)	44 Century Dr	68,629	34,302	10	09/15/97	1,180,000
46	Transcell Technology	Waltz Dr	43,368	14,625	18	12/15/97	1,050,000
47	Wieland Metal	567 Northgate	822,739	126,670	61	12/15/97	38,321,000
48	Suburban Surgical	275 12th St	147,000	90,000	30	08/17/98	2,475,224
49	Inland Die Casting II	161 Carpenter	216,719	20,000	105	06/21/99	1,173,480
50	Tandem Metals	581 S Wheeling Rd	117,000	33,000	40	08/07/00	1,200,000
51	Sauk Machine II	5 Waltz Dr/10 W Hintz	43,368	20,000	50	05/14/01	650,000
52	Fresh N Go	7150 Capitol Dr	91,476	34,653	80	08/27/01	1,529,000
53	North American Signal	605 S Wheeling Rd	98,729	20,022	60	12/03/01	1,374,775
54	FedEx Ground Package Sys	1444 S Wolf Rd	511,830	96,576	263	08/12/02	8,500,000

Village of Wheeling  
List of Class 6B Property Tax Incentive Applicants  
As of 4/13/2016

APPLICANT		ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
55	Forty Foot High Realty	540 Allendale	219,916	127,400	170	10/28/02	N/A
56	Handi-Foil Inc.	915 S Chaddick/135 E Hintz		17,059	100	12/09/02	850,000
57	MC Steel	475 Allendale Dr	190,000	53,000	37	07/14/03	2,500,000
58	JD Clampett LLC	464 Northgate Pkwy		23,716	14	06/28/04	N/A
59	A-1 Contractors	120 E Marquardt	34,785	6,000	23	04/11/05	N/A
60	Jupiter Aluminum Corp.	475 W Allendale Dr				12/19/05	N/A
61	Andrew Technologies	305 Alderman Ln	44,174	18,000	20	10/23/06	N/A
62	581 Investors LLC	581 S Wheeling Rd	118,788	33,940	38	11/27/06	N/A
63	Computer World Solution	1550 W Abbott Dr	126,837	59,790	30	12/11/06	N/A
64	Juniper Aluminum Corp.					02/26/07	N/A
65	SMW Autoblok Corp	285 Egid		13,069	5	04/09/07	1,400,000
66	Accellent Endoscopy	140 E Hintz Rd	178,955	16,416	20	06/11/07	1,200,000
67	Logan Knitting Mills	2181 Foster Ave		31,780	54	07/09/07	N/A
68	Philos Technologies	110-112 Carpenter		27,796	14	10/09/07	N/A
69	Skokie Valley Beverage (renewal)	199 Shepard		29,000		12/17/07	N/A
70	RSVP Ventures	1019 Noel		60,000	50	01/14/08	N/A
71	The Segerdahl Corp	1351 S Wheeling Rd	616,239	82,056	20	04/07/08	6,000,000
72	Champro Sports	1175 Wheeling Rd		186,600	50	04/21/08	N/A
73	Blue Wolf Capital Mng	45-49 Hintz Rd		309,749	442	07/07/08	N/A
74	Marathon Cutting Die	2310-2320 Foster Ave		55,000	47	08/18/08	N/A
75	Foster Avenue LLC	2211 Foster Ave		29,347	19	08/18/08	N/A
76	CenterPoint Properties	1500 S Wolf Rd		219,732	300	05/19/08	N/A
77	PasProps, Inc.	1290 Peterson Ave		14,000	15	12/22/08	400,000
78	Anemone Landscaping, Inc. & Scaravalle Construction, Inc.	555 Exchange Ct		9,000	17	12/07/09	550,000
79	Sitex Realty Group LLC	301 Holbrook Dr		64,160	40	01/18/11	90,000
80	Engis Corporation	105 W. Hintz Road		121,460	124	02/07/11	6,000,000
81	Michael Bauer	2230-2232 S Foster Ave		7,800	8	01/23/12	65,000
82	Cano Packaging Corp	230 W Palatine Rd		172,799	290	04/02/12	2,284,010
83	Andrew Technologies	333 Alice Street	61,215	24,065	33	12/17/12	100,000
84	SIELC Technologies	800-804 Seton Court	42,144	9,000	8	12/17/12	30,000
85	120 Palatine LLC	120 W. Palatine Road	456,588	129,004	91	01/07/13	2,350,000
86	Alfa Holdings, LLC	100 Chaddick Drive	173,326	72,000	75	02/25/13	1,000,000
87	MGMCM Property, LLC	100 Shepard Avenue	59,800	27,900	18	04/21/14	130,000
88	Hamano Properties, LLC	2399 Foster Avenue	47,362	10,880	7	05/05/14	378,000
89	FedEx Ground Package Sys	1234 Peterson Drive, 1101 Chaddick Drive	653,400	146,502	51	07/07/14	4,686,236
90	American Cast Films	401 Chaddick Drive	140,699	34,082	25	09/02/14	N/P
91	Precision Zone Service, Co.	311 Egid Drive	36,409	9,949	25	12/15/14	100,000
92	Brew 38, LLC	2350 Foster Avenue	56,657	25,748	80	04/06/15	275,000
93	Vinston US Corp	204-206 Carpenter Avenue	52,200	16,491	3	05/18/15	480,000
94	7550 Oak Park LLC	634 Glenn Avenue	300,000	82,450	135	07/06/15	895,000
95	Bridge Industrial Acquisition, LLC	800 Northgate Parkway	607,444	185,266	185	08/17/15	13,600,000
96	1150 Partners, LLC	1150 Willis Avenue	68,400	34,830	25	09/17/15	250,000
97	VK 1019 Noel, LLC	1019 Noel Avenue	121,376	60,900	25	12/21/15	323,000
98	Kabbani and Kutechko	520 Quail Hollow Drive	12,769	6,700	12	12/21/15	82,000
	TOTAL			4,832,849	4,575		\$165,537,826

  Expired 6B

\*NOTE: Number of employees immediately upon occupancy and not including growth projections

\*\*NOTE: Estimated cost of New Construction and/or Substantial Rehabilitation, not inc. acquisition costs.

Village of Wheeling  
List of Class 6B Property Tax Incentive Applicants  
As of 4/13/2016

APPLICANT		ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
<b>APPLICATIONS DENIED</b>						<b>Date Denied</b>	
1	Litho-Tronics, Inc.	Chaddick Dr	37,720	12,000	6	04/27/87	\$470,000
2	Beatrice Home Spec.	Northgate Pkwy	617,850	250,000	298	08/03/87	\$4,850,000
3	Three J's Ind. Inc.	725 S Glenn	39,198	11,875	16	11/20/89	\$560,000
4	Mau/Circuit Service	333 Alice	56,250	22,983	85	05/20/91	\$0
5	FedEx Ground: Expansion	1444 S. Wolf Road		15,840	6	10/09/06	\$4,500,000
6	Suburban Surgical: Extension	275 Twelfth Street	147,000	90,000	30	02/03/10	\$0
	TOTAL			402,698	441		\$10,380,000

VILLAGE OF WHEELING  
NOTICE OF PUBLIC HEARING

Please be advised that a Public Hearing will be conducted by the President and Board of Trustees of the Village of Wheeling on April 18, 2016, at 6:30 p.m. in the Council Chambers of the Village of Wheeling, 2 Community Boulevard, Wheeling, Illinois, on the application of Ryan Hunt, LLC or its Assignee to receive Village approval of a Cook County Class 6B property tax exemption for occupation of abandoned property with a purchase for value, special circumstances, and substantial rehabilitation at 1200 S. Willis Avenue in Wheeling, IL, legally described as:

LEGAL DESCRIPTION:

LOT 15 IN CANAL RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 03-14-102-029-0000

All written and oral comments from other taxing agencies and citizens of the Village of Wheeling are welcome and will be entered into the record of the proceedings.

John Melaniphy  
Director of Economic Development

TO BE PUBLISHED IN THE DAILY HERALD no later than April 8, 2016.

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

**A RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6B  
REAL ESTATE TAX ASSESSMENT CLASSIFICATION  
FOR THE PROPERTIES LOCATED AT  
1200 S. WILLIS AVENUE  
IN THE VILLAGE OF WHEELING, ILLINOIS**

**WHEREAS**, the Village of Wheeling (the “Village”) desires to promote and preserve industrial uses in the Village; and

**WHEREAS**, the Cook County Assessor is operating under the Cook County Real Property Classification Ordinance (the “Ordinance”) enacted by the Cook County Board of Commissioners, as amended from time to time, which provides industrial property owners, in certain cases, with a reduction in the assessed valuation of an industrial facility, in order to induce companies to locate or remain in Cook County; and

**WHEREAS**, Ryan Hunt, LLC or its assignee (the “Petitioner”) has applied, or is applying, for a Class 6B Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the “Village Board”) that such Class 6B Classification is necessary to encourage occupancy of the specific real estate identified below (the “Subject Property”); and

**WHEREAS**, the Village Board supports and consents to the filing of a Class 6B Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6B Classification qualifications for industrial warehousing, manufacturing and/or distribution uses; and

**WHEREAS**, in the case of abandoned property, which has been vacant and unused for less than twenty-four (24) months, if the Village Board finds that special circumstances qualify the property as “abandoned” for the purpose of the Class 6B Classification, that finding, along with the specifics of the circumstances supporting said finding, shall be included in the resolution or ordinance supporting and consenting to the Class 6B Classification; and

**WHEREAS**, the Village Board has determined that the granting of a Class 6B Classification to the Petitioner, for the Subject Property, would be beneficial to the Village;

**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 request of the Petitioner to have the Subject Property declared eligible for Class 6B Classification under the Ordinance, is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6B Classification is necessary for the occupancy of the Subject Property to occur.

**BE IT FURTHER RESOLVED**, that the Village Board finds that the Subject Property qualifies for purposes of the Class 6B Classification, and consents to the Subject Property being designated under the Class 6B Classification by the Cook County Assessor; with a copy of the Class 6B Classification application of the Petitioner, based on special circumstances and with substantial rehabilitation as outlined by the Petitioner in said application, being attached hereto as Exhibit A and made a part hereof.

**BE IT FURTHER RESOLVED** that the Village Board hereby supports, consents to and approves the Class 6B Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

**LEGAL DESCRIPTION:**

LOT 15 IN CANAL RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PIN(s):**

03-14-102-029-0000

**COMMON ADDRESS:**

1200 S. Willis Avenue, Wheeling, Illinois 60090

**BE IT FURTHER RESOLVED** that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

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

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

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

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

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

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

Trustee Papantos \_\_\_\_\_

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

\_\_\_\_\_  
Dean Argiris, Village President

ATTEST:

\_\_\_\_\_  
Elaine Simpson, Village Clerk

**EXHIBIT A**

Class 6B Application

# SARNOFF ♦ BACCASH

P R O P E R T Y T A X L A W

April 1, 2016

Dru Garcia  
Village of Wheeling  
2 Community Boulevard  
Wheeling, Illinois 60090

**Re: Village of Wheeling - Class 6b Application  
Ryan Hunt, LLC  
1200 S. Willis Ave., Wheeling, Illinois 60090  
PIN: 03-14-102-029-0000**

Dear Ms. Garcia:

Ryan Hunt, LLC (“Applicant”) is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value and with special circumstances and substantial rehabilitation. The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Champro Sports, to occupy the same for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms.

The subject property consists of an approximately 57,756 square foot site with a roughly 30,000 square foot building that has been 100% vacant and unused since July, 2015. The property is in need of substantial rehabilitation and improvements for Champro Sports to occupy the same. Therefore, the Applicant plans to invest approximately \$155,500 to immediately rehabilitate the subject property, which will create approximately 20 to 25 construction jobs.

Champro Sports is currently located at an approximately 185,785 square foot facility located adjacent to the subject property at 1175 Wheeling Rd. and also rents an approximately 3,800 square foot facility located at 614 Wheeling Rd. Champro Sports needs to expand its operations and would like to also remain at its current facility located at 1175 Wheeling Rd. Therefore, Champro Sports plans on moving its operation from 614 Wheeling Rd. to the subject property and growing its entire operation at the two adjacent facilities. Champro Sports believes that expanding into the subject property and growing at that site while remaining at its current 1175 Wheeling facility will have many benefits, such as cost savings and efficiencies. However, we note that there will be costs to fit operations in two separate buildings. Although it is by purchasing the subject property, rehabilitating the same and expanding into that facility, that Champro Sports believes it can continue to be successful in the Village of Wheeling. However, the Applicant does not believe it will be able to successfully operate at the subject property without a Class 6b Incentive.

Champro Sports currently has approximately 172 employees in the Village of Wheeling. 145 of these employees are at the 1175 Wheeling Rd. facility. The remaining 27 employees are located at the 614 Wheeling Rd. facility. Should the Applicant purchase the subject property, Champro Sports will move its entire operation from the 614 Wheeling Rd. site and move all the employees at that site to the subject property and add approximately 15 new employees as soon as possible. Additionally, Champro Sports plans to hire approximately 8 additional people at its 1175 Wheeling Rd. facility. Champro Sports will consider all qualified Village of Wheeling residents for future employment.

# SARNOFF ♦ BACCASH

P R O P E R T Y   T A X   L A W

Ms. Dru Garcia  
April 1, 2016  
Page Two

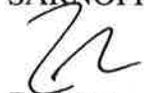
Based on the foregoing, the Applicant provides the following materials for the April 18, 2016 Village of Wheeling Board Meeting, where they will present their request to the Village of Wheeling to pass a Resolution supporting and consenting to a Class 6b Incentive on the subject property based on occupation of an abandoned property that has been vacant for less than 24 continuous months with a purchase for value and with special circumstances and substantial rehabilitation.

In support of the above, enclosed please find the Village of Wheeling - Class 6b Application and \$950.00 filing fee along with the following supporting documents:

1. Tax Rate Agreement.
2. Legal description (Exhibit A).
3. Site and building square footage as well as a Plat of Survey and aerial (Exhibit B and C).
4. Identification of persons having an interest (Exhibit D).
5. Description of the nature and extent of the use of the subject property (Exhibit E).
6. Impact of pollution if the property is developed as proposed (Exhibit F).
7. List of other properties researched as possible locations for the proposed facility (Exhibit G).
8. Real Estate Purchase and Sale Agreement (Exhibit H).
9. Copies of the most recent property tax information (Exhibit I).
10. Architectural plans and description of the costs of the substantial rehabilitation (Exhibits J and K).
11. Duration of abandonment and discussion of special circumstances (Exhibits L and M).
12. Employment projections (Exhibit N).
13. Financial information (Exhibit O).
14. Fiscal effect (Exhibit P).
15. Other inducements (Exhibit Q).
16. Justification for the Class 6b Incentive (Exhibit R).

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 782-8310.

Sincerely,  
SARNOFF & BACCASH



Zachary A. Kafitz  
Robert M. Sarnoff

Encls.

VILLAGE OF WHEELING - CLASS 6B APPLICATION

This original, signed application complete with all supporting documents and application fee must be filed to be considered for village approval. Please type or print clearly.

APPLICANT INFORMATION:

Name: Ryan Hunt, LLC Phone: ( 847 ) 229-4050

Address: 1175 Wheeling Rd., Wheeling, Illinois 60090

Agent/Representative (if applicable):

Name: Robert M. Sarnoff/Zachary A. Kafitz Phone: ( 312 ) 782-8310

Address: 1 N. LaSalle St., Suite 1920, Chicago, Illinois 60602

DESCRIPTION OF SUBJECT PROPERTY:

Street Address: 1200 S. Willis Ave., Wheeling, Illinois 60090

Permanent Real Estate Index Number(s):

03-14-102-029-0000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach following:    Legal Description (Exhibit A)  
                              Site Dimension & Square Footage/Plat (Exhibit B)  
                              Building Dimensions/Site Plan (Exhibit C)

IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST:

Attach (as Exhibit D) a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a corporation and/or land trust) identified by names and addresses having an interest in the subject property and the proposed user and the nature and extent of this interest.

PROPERTY USE:

1. Attach a description of the precise nature and extent of the industrial use of the subject property (Exhibit E). Specify, where applicable, the amount/percentage of floor area devoted to manufacturing, other industrial, and non-industrial uses.

2. Current zoning of property: I-2 Limited Industrial. If zoning amendments, variations, or other zoning relief will be required, specify proposed changes:

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3. Impact of pollution if property is developed as proposed. Specify pollutants in reference to the following types (Exhibit F):

- A. Water/type of effluent
- B. Air borne contaminants
- C. Toxic substances
- D. Odor
- E. Glare
- F. Noise

4. List properties researched as possible alternative locations for proposed facility (Exhibit G).

5. Traffic: Projected number of vehicles entering the plant area per day:

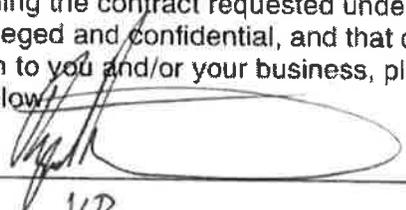
Automobiles 12-15 Trucks Less than 1

**EVIDENCE OF NEW CONSTRUCTION, SUBSTANTIAL REHABILITATION OR REUTILIZATION OF ABANDONED PROPERTY:**

For all applications:

- Real Estate Contract (Exhibit H): attach a copy of the executed Real Estate Contract for the subject property.

If you are furnishing the contract requested under a claim that said information is proprietary, privileged and confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here , and sign and date below.

By: 

Title: VP

Name: Ryan Hunt

Date: 3, 31, 16

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

- Copies of most recent three years' property tax bills for the existing property (Exhibit I).

For new construction and rehabilitation:

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:

See Attached

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- Description of total cost (including land) and extent of new construction or substantial rehabilitation (Exhibit K)

For reutilization of abandoned property:

- Duration of abandonment: include affidavits of abandonment, records from utility companies, Internal Revenue Service statements, court records, etc. (Exhibit L)
- Abandoned or vacant buildings – In addition to the requirements of the County as to the definition of such buildings, the applicant may provide documentation and the Village Board may wish to consider if any combination of the factors noted in Appendix A exist.

These criteria may be used to determine if "special circumstances" exist which warrant the granting of a 6B classification in instances where the building has been abandoned for fewer than 25 months. (Exhibit M)

#### EMPLOYMENT OPPORTUNITIES:

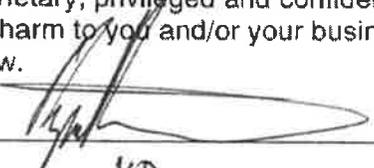
Attach estimates of the following employment (Exhibit N):

- Temporary employment positions (employed in construction).
- Permanent employment that will occur at the facility upon occupation. Differentiate between current employees, if any, which will be transferred from the applicant's existing facility or facilities and new employment positions that will be created.
- Projected employment in three, five, and ten years after facility is occupied.

**FINANCIAL INFORMATION:**

Attach the applicant's audited financial statements for the previous three years (Exhibit O). In addition, attach the most current profit/loss statement of the applicant.

If you are furnishing the financial information requested under a claim that said information is proprietary, privileged and confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here  , and sign and date below.

By:  \_\_\_\_\_

Title: VP \_\_\_\_\_

Name: Ryan Hunt \_\_\_\_\_

Date: 3 / 31 / 16

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

Please note: If the Village determines that an independent financial analysis is required, the consulting fees associated with the analysis shall be borne by the applicant as an additional charge.

**FISCAL EFFECT:**

Report the projected fiscal impact that the proposed facility will have on the Village (Exhibit P). In the projection, provide a comparison of the property taxes for the following scenarios:

- 1) The subject property is fully occupied and receives no incentive;
- 2) The subject property is occupied and receives the Class 6B;
- 3) The subject property remains vacant and receives vacancy relief.

Also in this exhibit, include a description of sales tax generation and any other state and local revenues that are anticipated.

**OTHER INDUCEMENTS:**

State and describe whether any other financial inducements such as industrial development revenue bonds, tax increment financing, state grants, etc. are anticipated to be sought or required by the applicant (Exhibit Q).

JUSTIFICATION:

Please present your reasons for applying for the Class 6B (Exhibit R). It is the position of the Village that valid reasons and a demonstration that the project will not proceed without the Class 6B are required to receive Village approval for the reclassification.

TAX RATE AGREEMENT:

All applicants must complete the Tax Rate Agreement (attached) and submit the executed copy with the original Village Class 6B application.

CERTIFICATION:

I hereby certify that the preceding application and all attachments are true and correct.

  
\_\_\_\_\_  
Signature

Ryan Hunt, VP  
\_\_\_\_\_  
Name & Title

3/31/16  
\_\_\_\_\_  
Date

## APPENDIX A

### EXPLANATION OF CRITERIA FOR REUTILIZATION OF ABANDONED PROPERTY

1. AGE - Structure(s) more than 35 years old.
2. OBSOLESCENCE - The condition of falling into disuse because of: characteristics limiting the use and marketability of structures; persistent or chronic market rejection.
3. DETERIORATION - Physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair beyond normal maintenance.
4. LACK OF VENTILATION, LIGHT, OR SANITARY FACILITIES - Structures that fail to provide adequate ventilation, light, or sanitary facilities as required by local building codes.
5. INADEQUATE UTILITIES - Underground and overhead utilities which are of insufficient capacity to serve the project; deteriorated, antiquated, obsolete, or in disrepair.
6. EXCESSIVE COVERAGE - Ratio of floor area to lot area in excess of zoning standards.
7. DELETERIOUS LAND USE - Incompatible land use relationships or uses which may be considered noxious, offensive, or environmentally unsuitable.
8. DEPRECIATION OF MAINTENANCE - The effects of deferred maintenance and the lack of maintenance of buildings, improvements, and grounds.
9. ILLEGAL USE OF INDIVIDUAL STRUCTURES
10. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS
11. DETRIMENTAL TO THE PUBLIC SAFETY, HEALTH, MORALS OR WELFARE
12. APPLICANT DESIRES TO RENOVATE OR REHABILITATE THE BUILDING

TAX RATE AGREEMENT

THIS AGREEMENT is made and entered into this 31 day of March, 2016,  
by and between Ryan Hunt, LLC (hereinafter referred to as the  
"Applicant") and the Village of Wheeling.

In consideration of the mutual covenants contained herein and other good and valuable  
consideration, the parties agree as follows:

1. The Village of Wheeling shall issue its approval for a Cook County Class 6b to the  
Applicant for a building/addition to the property legally described as follows:

LEGAL DESCRIPTION: See Attached

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Commonly known as, (Street Address, City, County):

1200 S. Willis Ave., Wheeling, Illinois.

Permanent Index Number(s): 03-14-102-029-0000.

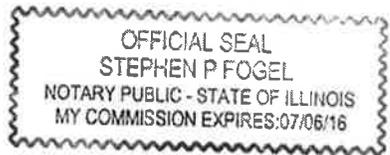
(hereinafter known as the "Subject Property").

2. The Applicant shall dismiss or cause to be dismissed, with prejudice, all outstanding  
tax rate objections against the Village of Wheeling for the Subject Property.

3. The Applicant shall not file or cause to be filed an objection to the tax rate of the Village of Wheeling or other taxing district for the Subject Property for any tax period during which the Applicant is receiving a Cook County Class 6b for the Subject Property.
4. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective grantees, successors, assigns and legal representatives.
5. The Village of Wheeling may enforce any and all covenants, conditions, restrictions and agreements contained herein by judicial action, including mandatory or prohibitory injunction. In the event the Village of Wheeling is forced to enforce any terms or condition of this Agreement, the Applicant shall pay all costs of any such enforcement action, including the Village of Wheeling's reasonable attorney fees and costs of litigation.

Ryan Hunt, LLC  
 (Applicant)  
 By: [Signature] (Ryan Hunt, VP)  
 Authorized Agent (Name, Title)

ATTEST (Notary):  
[Signature]



VILLAGE OF WHEELING  
 By: \_\_\_\_\_  
 President

ATTEST (Notary):  
 \_\_\_\_\_

**David D. Orr**

**Clerk of Cook County**

**COUNTY OF COOK MAP DEPARTMENT**

Date: 03-25-2016

**THIS CERTIFIES THAT THE PERMANENT REAL ESTATE INDEX NUMBER KNOWN AS:**

**03 - 14 - 102 - 029 - 0000 BEARS THE FOLLOWING LEGAL DESCRIPTION:**

LOT 15 IN CANAL RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER  
SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 11 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Fee: \$5.00

*Raymond M. Orr*  
\_\_\_\_\_  
Supervisor of Maps and Plats

**EXHIBIT A**

The legal description of the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000) is described below:

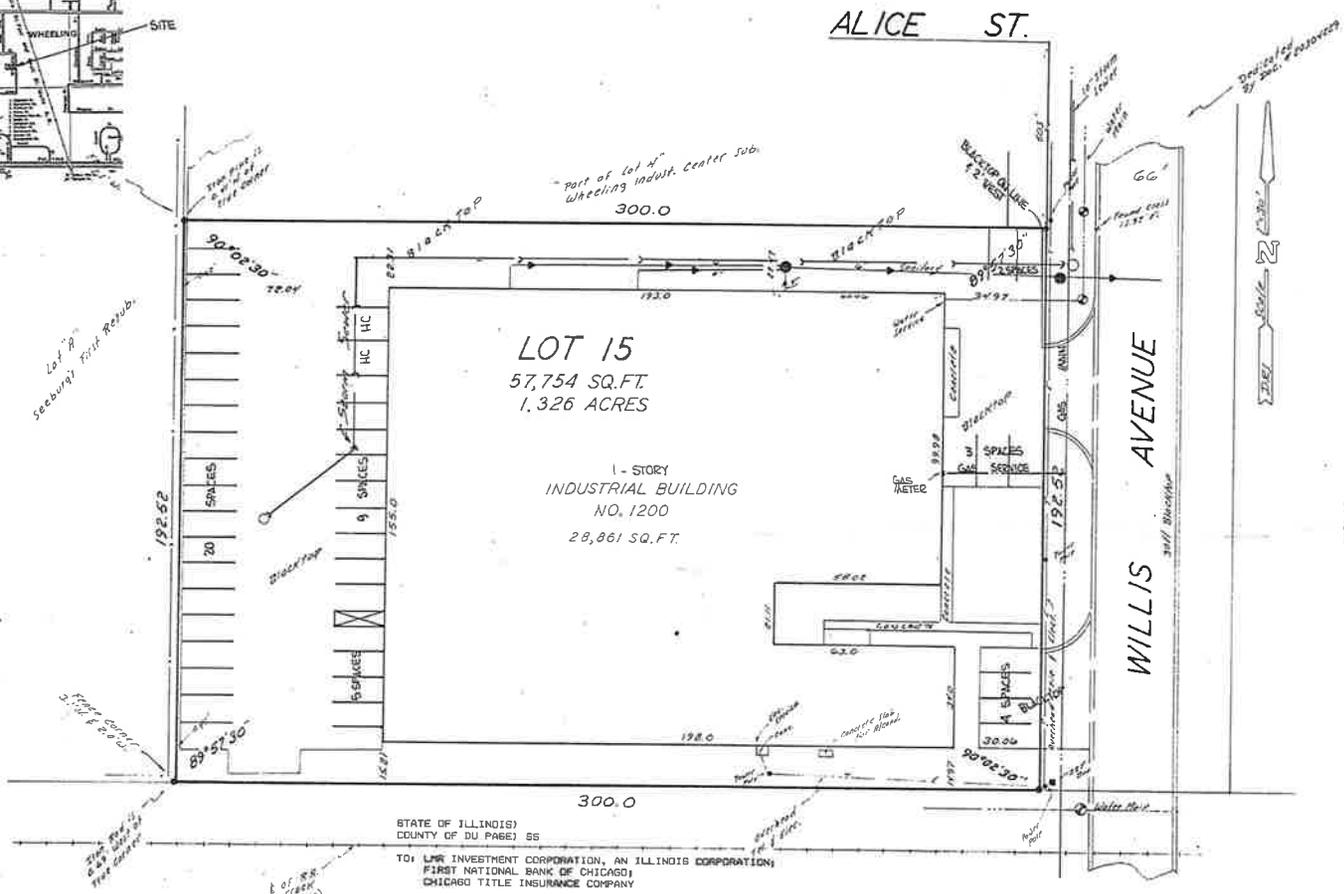
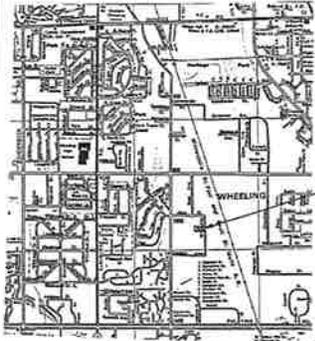
LOT 15 IN CANAL RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 14 TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **EXHIBITS B and C**

The total land area of the property known as 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000) is approximately 57,756 square feet, and the total building area of the existing structure located thereon is approximately 30,000 square feet. A Plat of Survey and an aerial of the subject property are attached hereto. We do not have a Site Plan at this time, however, please contact Zachary A. Kafitz (312-782-8310) should you need a copy.

**PLAT OF SURVEY**

OF LOT 15 IN CANAL-RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS)  
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS WITHIN ZONE C (AREAS OF MINIMAL FLOODING - NOT IN THE 100 YEAR FLOOD HAZARD AREA) AS DEPICTED ON THE FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF WHEELING, ILLINOIS, COMMUNITY-PANEL NUMBER 170173 0005 B EFFECTIVE DATE SEPTEMBER 15, 1978.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS THIS 5TH DAY OF MAY, A.D. 1994.

**WEBSTER, McGRATH AND AHLBERG, LTD.**  
BY: *Dean Aulby*  
ILLINOIS PROF. LAND SURVEYOR NO. 2589  
207 S. NAPERVILLE STREET  
WHEATON, ILLINOIS 60187  
(708) 668-7603

STATE OF ILLINOIS)  
COUNTY OF DU PAGE) SS

TO: LNR INVESTMENT CORPORATION, AN ILLINOIS CORPORATION;  
FIRST NATIONAL BANK OF CHICAGO;  
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (1) IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1992, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 8, 9, 10, 11, 13 TABLE A THEREOF, AND (2) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN URBAN SURVEY.

DATE: *May 5, 1994*  
SIGNED: *Gary L. Anderson*  
REGISTRATION NO. *2689*

43 REGULAR MARKED PARKING SPACES  
2 MARKED HANDICAPPED SPACES  
45 TOTAL MARKED PARKING SPACES

CHECK ABOVE LEGAL DESCRIPTION AND BUILDING LINES AND EASEMENTS SHOWN HEREON WITH YOUR DEED, TITLE INSURANCE POLICY OR COMMITMENT. COMPARE ALL SURVEY POINTS AND REPORT ANY DISCREPANCIES IMMEDIATELY. CONSULT LOCAL AUTHORITIES FOR ADDITIONAL BUILDING AND SETBACK LINES ESTABLISHED BY LOCAL ORDINANCES.

**WEBSTER and ASSOCIATES, Inc.**  
LAND SURVEYING AND CIVIL ENGINEERING

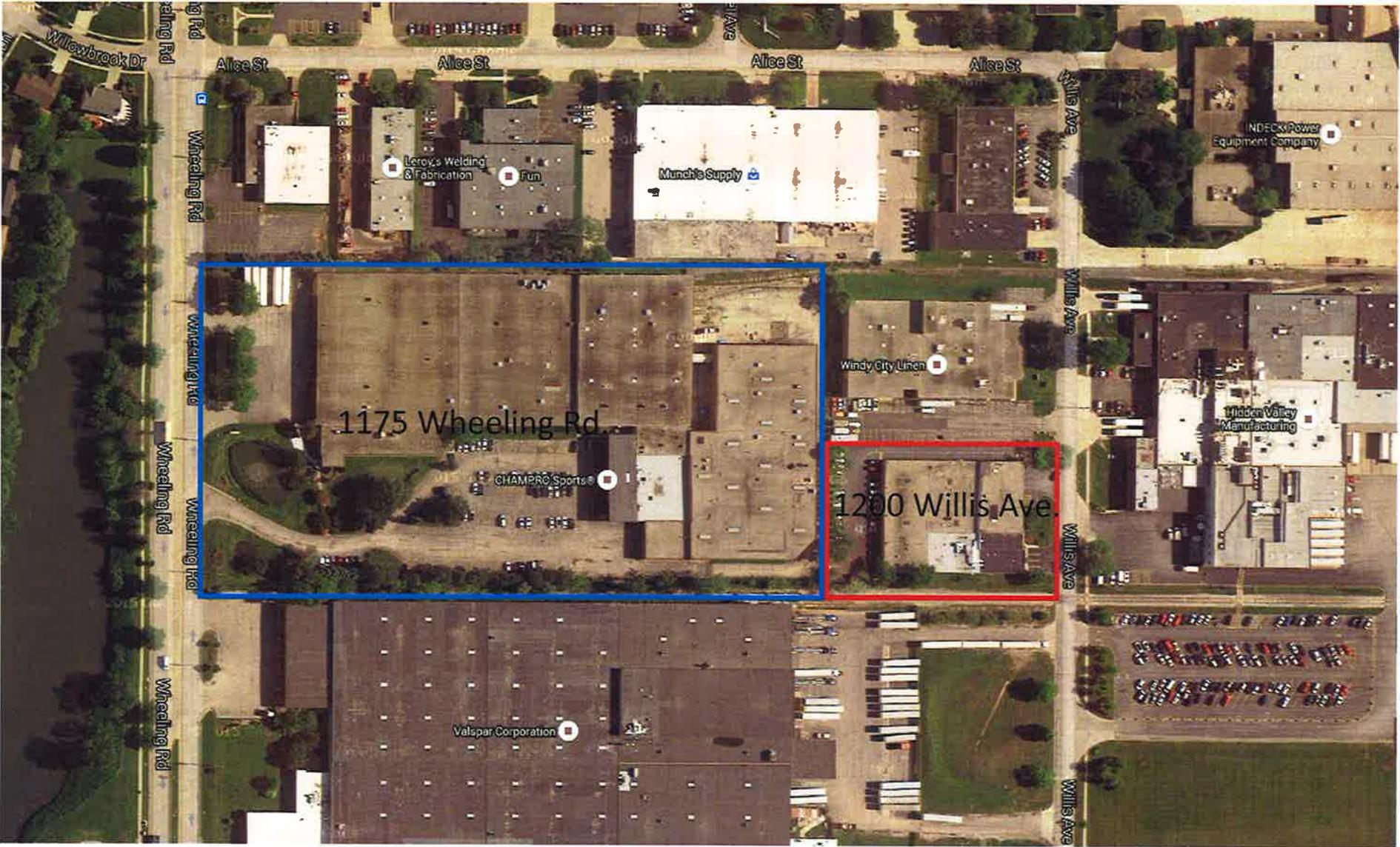
207 SOUTH NAPERVILLE STREET  
WHEATON, ILLINOIS 60187

PHONE: (312) 668-7603

File No. *C. Cool Co. 48-11-14*  
For *Industrial Properties, Ord No. 15386*

Found Iron Stake  
Drive Iron Stake  
All Dimensions Given in Feet and Decimals Thereof  
Scale of Plat. *30'* Feet to the Inch

Drawn: *JR*  
Checked: *JR*  
Sue: *BR*



**EXHIBIT D**

**Ownership:** Ryan Hunt, LLC plans on purchasing the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000). Attached hereto please find a Secretary of State webpage print-out.

**Manager:** Ryan Hunt

**Address:** 1323 Judson, Evanston, Illinois 60201

**Occupants:** Ryan Hunt, LLC plans to purchase the subject property, rehabilitate the same and have its related entity, Champro Sports, occupy the site for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms.

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



## LLC FILE DETAIL REPORT

<b>Entity Name</b>	RYAN HUNT, LLC	<b>File Number</b>	05744687
<b>Status</b>	ACTIVE	<b>On</b>	03/29/2016
<b>Entity Type</b>	LLC	<b>Type of LLC</b>	Domestic
<b>File Date</b>	03/29/2016	<b>Jurisdiction</b>	IL
<b>Agent Name</b>	HEATHER J ROSE	<b>Agent Change Date</b>	03/29/2016
<b>Agent Street Address</b>	1625 SHERMER RD	<b>Principal Office</b>	1323 JUDSON EVANSTON, IL 602010000
<b>Agent City</b>	NORTHBROOK	<b>Management Type</b>	MGR <a href="#">View</a>
<b>Agent Zip</b>	60062	<b>Duration</b>	PERPETUAL
<b>Annual Report Filing Date</b>	00/00/0000	<b>For Year</b>	
<b>Series Name</b>	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



### LLC MANAGERS

<b>Entity Name</b>	RYAN HUNT, LLC	<b>File Number</b>	05744687
<b>Name</b>	<b>Address</b>		
HUNT, RYAN	1323 JUDSON, EVANSTON, IL - 60201		

**Close**

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

## **EXHIBIT E**

Ryan Hunt, LLC (“Applicant”) plans on purchasing the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000). The Applicant plans to rehabilitate the subject property and have its related entity, Champro Sports, occupy the same for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms. The subject property is approximately 30,000 square feet, and at this time, Champro Sports plans on using this space as follows (please note that this is subject to change):

- Approximately 8,000 square feet for office.
- Approximately 22,000 square feet for manufacturing and warehousing.

For additional information on Champro Sports, please visit its website:  
[www.shop.champrosports.com](http://www.shop.champrosports.com).

**EXHIBIT F**

Ryan Hunt, LLC (“Applicant”) and Champro Sports do not believe there will be any pollution to the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000) if the property is developed as proposed. The Applicant and Champro Sports will inform the Village of Wheeling if there will be any pollution impact.

## EXHIBIT G

In addition to the property Ryan Hunt, LLC (“Applicant”) plans to purchase located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000), the Applicant also looked at the cost of buildings in Libertyville, Gurnee and Wisconsin. Additionally, the Applicant considered the following properties in Wheeling:

1. 1150 Willis Ave.
2. 250 Alice St.
3. 290 Larkin Dr.
4. 550 Northgate Pkwy.

Champro Sports is currently located at an approximately 185,785 square foot facility located adjacent to the subject property at 1175 Wheeling Rd. and also rents an approximately 3,800 square foot facility located at 614 Wheeling Rd. Champro Sports needs to expand its operations and would like to also remain at its current facility located at 1175 Wheeling Rd.

Therefore, the Applicant and Champro Sports’ first option would be to move its operation from 614 Wheeling Rd. to the subject property and grow its entire operation at the two adjacent facilities. This is why even though the Applicant looked at the above sites, its primary focus was to discuss purchasing the property located directly southeast of Champro Sports’ current operation at 1175 Wheeling Rd.

However, without a Class 6b Incentive, the Applicant will not purchase the subject property, rehabilitate the same and expand Champro Sports into the subject property. In addition, the Applicant will then look for another location to move its entire operation where the property taxes are lower either outside of Cook County or in Cook County at a facility that already has a Class 6b Incentive or can secure a Class 6b Incentive.

## **EXHIBIT H**

### Real Estate Purchase and Sale Agreement

The required information has been provided by the applicant, has been confirmed as meeting the application requirements, and is on file with the Village's Department of Economic Development. The full document has not been attached, as it was submitted with the understanding that it is confidential financial information that should not be disclosed to the general public by the Village.

**EXHIBIT A**  
**TO PURCHASE AND SALE AGREEMENT**

**LEGAL DESCRIPTION**

LOT 15 IN CANAL-RANDOLPH RESUBDIVISION OF PART OF WHEELING INDUSTRIAL CENTER SUBDIVISION IN THE NORTHWEST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 03-14-102-029

**EXHIBIT I**

Attached please find a Cook County Treasurer's Office webpage print-out showing the 2011 thru 2015 tax history for the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000).

**TOTAL PAYMENT DUE**

**\$0.00**

By 05/01/16

**2015 Proof of Payment Property Tax Bill**

Property Index Number (PIN) 03-14-102-029-0000    Volume 232    Code 38042    Tax Year (Payable In) 2015 (2016)    Township WHEELING    Classification 5-93

**IF PAYING LATE,  
PLEASE PAY**

05/02/16-06/01/16  
**\$0.00**

06/02/16-07/01/16  
**\$0.00**

07/02/16-08/01/16  
**\$0.00**

**LATE INTEREST IS 1.5% PER  
MONTH, BY STATE LAW**

**TAXING DISTRICT DEBT AND FINANCIAL DATA**

**1st INSTALLMENT ORIGINAL AMOUNT DUE**

44,376.47

DATE PAID

TAX AMOUNT PAID

INTEREST PAID

PUBLICATION FEE

SERIAL NO

STATUTORY INTEREST

02-29-16

44,376.47

03-03-16

44,376.47

03-30-16

44,376.47

665.65

665.65

030116501445

030416500055

033116700428

REF N111011

03-02-16

44376.47-

REF N111849

03-08-16

44376.47-

**IMPORTANT MESSAGES**

**TAX CALCULATOR**

2014 TOTAL TAX		80,684.49
2015 ESTIMATE	X	55%
2015 1st INSTALLMENT DUE MARCH 1, 2016	=	44,376.47

**PROPERTY LOCATION**

**MAILING ADDRESS**

1200 WILLIS AVE  
WHEELING IL 60090 5819

LMR INVESTMENT CORP  
132 S WAVERLY PL  
MT PROSPECT IL 60056-2937

DETACH & INCLUDE WITH PAYMENT

**TOTAL PAYMENT DUE**

**\$0.00**

By 05/01/16

If paying later, refer to amounts above.

**IMPORTANT MESSAGES**

Use of this coupon authorizes the Treasurer's office to reduce the check amount to prevent overpayment. Include only one check and one original coupon per envelope.

**SN 0020150100 RTN 500001075 AN (see PIN) TC 008911**

Property Index Number (PIN)	TPP3
03-14-102-029-0000	Volume 232
Amount Paid	

\$
----

**Name/Mailing Address Change?** Check box and complete form on back to update your name and/or mailing address.

Include name, PIN, address, location, phone, and email on check payable to "Cook County Treasurer".

00201501003031410202900009008911200



20 03-14-102-029-0000 0 15 0

LMR INVESTMENT CORP  
OR CURRENT OWNER  
132 S WAVERLY PL  
MT PROSPECT IL 60056-2937

COOK COUNTY TREASURER  
PO BOX 805436  
CHICAGO IL 60680-4155



03141020290000/0/15/E/0000000000/1



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## Cook County Property Tax Portal Search Results

[Search Again »](#)

03141020290000 08/12/2007

[View on CookViewer Map »](#)

## Property Characteristics

[Tax Calculator](#)[More Property Characteristic Information »](#)

## Info for Tax Year: 2015

PIN: 03-14-102-029-0000  
 Address: 1200 WILLIS AVE  
 City: WHEELING  
 Zip Code: 60090  
 Township: WHEELING

## Info for Tax Year: 2015

Estimated Property Value:  
 Total Assessed Value: 230,898 [Assessed Value History](#)  
 Lot Size (SqFt): 57,756  
 Building (SqFt):  
 Property Class: 5-93 [Property Class Description](#)

## Tax Bill Mailing Address

## Info for Tax Year: 2015

LMR INVESTMENT CORP  
 132 S WAVERLY PL  
 MT PROSPECT, IL 60056  
[Update Mailing Address »](#)

## Other Related Information

Tax Rate (2014): 12.822 [Tax Rate History](#)  
 Tax Code (2015): 38042  
[View Taxing Districts' Financial Statements »](#)  
[More Tax Rate Information »](#)

## Tax Billed Amounts &amp; Tax History

2015: \$44,376.47 *	<a href="#">Pay Online: \$45,042.12 due</a>
2014: \$80,684.49	<a href="#">Paid in Full</a>
2013: \$74,682.89	<a href="#">Payment History</a>
2012: \$87,477.35	<a href="#">Payment History</a>
2011: \$83,394.52	<a href="#">Payment History</a>

\* = (1st Install Only)

[More Payment Options, Instructions & Tax Bill Requests »](#)

## Exemptions

2015:	<a href="#">Not Available</a>
2014:	<a href="#">0 Exemptions Received</a>
2013:	<a href="#">0 Exemptions Received</a>
2012:	<a href="#">0 Exemptions Received</a>
2011:	<a href="#">0 Exemptions Received</a>

[More Exemption Information »](#)

## Appeals

2015:	<a href="#">Not Available</a>
2014:	<a href="#">Not Accepting Appeals</a>
2013:	<a href="#">Appeal Filed</a>
2012:	<a href="#">Not Accepting Appeals</a>
2011:	<a href="#">Not Accepting Appeals</a>

[More Appeal Information »](#)

## Refunds Available

No Refund Available

[More Refund Information »](#)

## Tax Sale (Delinquencies)

2015:	<a href="#">Tax Sale Has Not Occurred</a>
2014:	<a href="#">Tax Sale Has Not Occurred</a>
2013:	<a href="#">No Tax Sale</a>
2012:	<a href="#">No Tax Sale</a>
2011:	<a href="#">No Tax Sale</a>

[More Tax Sale Information »](#)

## Documents, Deeds &amp; Liens

0702948032 - RELEASE - 01/29/2007  
 0702948031 - RELEASE - 01/29/2007  
 0436212143 - FINANCING STATEMENT - 12/27/2004  
 00034896 - MORTGAGE - 01/13/2000  
 99357058 - CONTINUING FINANCING STMT - 04/14/1999

[More Record Information »](#)

All years referenced herein denote the applicable tax year (i.e., the year for which taxes were assessed). Parcels may from time to time be consolidated or subdivided. If information regarding a particular PIN appears to be missing for one or more tax years, it is possible that the PIN has changed due to a consolidation or subdivision. Users may contact the Cook County Clerk's Office for information regarding PIN lineage. Users should also note that the information displayed on this site does not include special assessments (which are billed and collected by municipalities) or omitted taxes (which are assessed on an ad hoc basis by the Cook County Assessor's Office). Please direct inquiries regarding the status of special assessments to your municipality. Questions regarding omitted taxes should be directed to the Assessor's Office.

**Note: This printout cannot be used as a tax bill.**

**EXHIBITS J and K**

Ryan Hunt, LLC (“Applicant”) plans on purchasing the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000). The Applicant plans to rehabilitate the subject property and have its related entity, Champro Sports, occupy the same for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms. However, certain improvements must be completed in order for the property to be suitable for Champro Sports.

As of today, the subject property is approximately 52 years old and in need of repairs throughout the approximately 30,000 square foot building on the roughly 57,756 square foot site. Therefore, the Applicant has allotted approximately \$155,500 for improvements to the subject property. Based on initial inspections, these improvements will be to (note all costs below are estimates):

Demolish interior walls	\$16,000
Electrical work	\$9,000
New lighting in factory area	\$8,000
HVAC upgrade and addition	\$22,000
Washroom upgrades and plumbing	\$13,000
Masonry repair	\$3,000
Floor repair and seal coating	\$55,000
Rear garage door addition	\$2,500
Roof repair	\$5,000
Vent for heat press	\$7,000
New windows	\$15,000
<b>TOTAL</b>	<b>\$155,500</b>

Please note that there will also likely be other general maintenance completed. Additionally, please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 20 to 25 construction jobs.

At this time there are no architectural plans or schematic drawings, however, the Applicant will provide these to the Village of Wheeling if/when available. A copy of a Plat of Survey and an aerial of the subject property are attached hereto as a part of Exhibits B and C. The estimated date of construction commencement is May, 2016 and the estimated date of construction completion is June, 2016.

## **EXHIBIT L**

The property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000) has been 100% vacant and unused since July, 2015. Attached hereto please find an affidavit executed by a representative of the current owner of the subject property indicating that the site has been 100% vacant and unused since July, 2015.

AFFIDAVIT

I, Bruce G. Gillilan, if called to testify would attest to the following facts:

1. That I am President of LMR Investment Corporation, that owns the property located at 1200 S. Willis Ave in Wheeling, Illinois (PIN: 03-14-102-029-0000) ("Subject Property");
2. That the prior occupant of the Subject Property was Simmons Engineering Corporation
3. That as of July 2, 2015, Simmons Engineering Corporation completely vacated the Subject Property
4. That since July 2, 2015, the Subject Property and has been 100% vacant and unused.

Further Affiant Sayeth Not

  
Bruce G. Gillilan

Date: 3/23/16

Subscribed and sworn before me  
This 23<sup>rd</sup> day of March, 2016

Minakshi M. Patel  
Signature of Notary Public



## EXHIBIT M

Ryan Hunt, LLC (“Applicant”) plans to purchase the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000), which has been 100% vacant and unused since July, 2015. As the vacancy has been less than 24 continuous months, below please find the special circumstances that exist:

- **Age**
  - The subject property is approximately 52 years old and in need of significant rehabilitation.
  
- **Initial Improvements/Deterioration and Obsolescence**
  - Based on initial inspections, the Applicant has determined that the subject property is in need of approximately \$155,500 in improvements to be completed in order for the building to be suitable for Champro Sports’ use. These improvements will be to:
    - Demolish interior walls.
    - Complete electrical work.
    - Install new lighting in the factory area.
    - Upgrade and add new HVAC.
    - Upgrade the washroom and plumbing.
    - Repair the masonry.
    - Repair the floor.
    - Seal coat the floor.
    - Add a new rear garage door.
    - Repair the roof.
    - Install a vent for the heat press.
    - Add new windows.
    - General maintenance.
  
  - In addition to the above, the Applicant has recently been made aware of the following that were not considered in the current estimated rehabilitation costs:
    - Roof repair:
      - As part of the due diligence process, the Applicant received a report indicating the likely need to replace the roof at a cost of \$210,000. According to the current owner, about 2/3 of the roof was not new when they took possession of the building in 1994. The current owner told the Applicant that the west portion of the roof may still be the original roof and date back to 1965.
    - Parking lot repair:
      - The rear parking lot (west side) has significant buckling that needs to be repaired as it would make necessary forklift navigation impossible. The Applicant is still working on securing an estimate to repair the rear parking lot.

- Bathroom repair/construction:
  - There is an obsolete men's warehouse bathroom that is unusable in its current form. The Applicant may also have to add an additional women's bathroom in the warehouse. The Applicant is still working on securing an estimate to repair the men's bathroom and add a women's bathroom.
- **Low ceiling clear heights**
  - The Applicant would like to use 2/3 of the building for warehouse space, but the ceilings are only 12' to 16' clear. New warehouse space frequently has 30' plus ceiling clearance. Low ceilings are less practical because of the low storage yield per square foot (less than 50% of the storage capacity of a modern building with higher ceilings).

Please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 20 to 25 construction jobs.

## EXHIBIT N

Below please find the estimates of the potential employment at the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000):

1. Projected Temporary Employment (employed in construction): 20-25
2. Projected Immediate Permanent Employment at the Subject Property: See Below

Champro Sports currently has approximately 172 employees in the Village of Wheeling. 145 of these employees are at the 1175 Wheeling Rd. site (140 full-time and 5 part-time). The remaining 27 (all full-time) employees are located at the 614 Wheeling Rd. site. Should Ryan Hunt, LLC (“Applicant”) purchase the subject property, it will move its entire operation from the 614 Wheeling Rd. site and move all the employees at that site to the subject property and add approximately 15 new employees (all full-time) as soon as possible. At full capacity, Champro Sports believes that it would have approximately 110 employees at the subject property (all full-time). Additionally, Champro Sports plans to hire approximately 8 additional people at its 1175 Wheeling Rd. site should the Applicant purchase the subject property.

3. Projected Employment in Five to Ten Years: 110

## **EXHIBIT O**

The required financial information has been provided by the applicant, has been confirmed as meeting the application requirements, and is on file with the Village's Department of Economic Development. It has not been attached, as it was submitted with the understanding that it is proprietary financial information that should not be disclosed to the general public by the Village.

## EXHIBIT P

Ryan Hunt, LLC (“Applicant”) plans on purchasing the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000). The Applicant plans to rehabilitate the subject property and have its related entity, Champro Sports, occupy the same for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms. By purchasing the subject property, rehabilitating the same and Champro Sports occupying and using the currently vacant site, the Applicant will provide a significant fiscal impact to the Village of Wheeling.

The approximately 52 year old subject property has been vacant and unused since July, 2015 and is in need of repairs. Therefore, the Applicant has allotted approximately \$155,500 for improvements to the subject property. Based on initial inspections, these improvements will be to demolish interior walls, complete electrical work, install new lighting in the factory area, upgrade and add new HVAC, upgrade the washroom and plumbing, repair the masonry, repair the floor, seal coat the floor, add a new rear garage door, repair the roof, install a vent for the heat press and add new windows as well as for other general maintenance. However, please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 20 to 25 construction jobs.

Once the Applicant improves the site and Champro Sports occupies the same, the property has the potential to generate a significant property tax for the Village of Wheeling. The attached breakdown reveals the effect of what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide significantly greater real estate taxes for this property than it would if it remained vacant.

Additionally, because of the comparatively high taxes in Cook County it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property, rehabilitate the same and expand Champro Sports into the subject property. In addition, the Applicant will then look for another location where the property taxes are lower either outside of Cook County or in Cook County at a facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the subject property would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor’s Office.

Champro Sports is currently located at an approximately 185,785 square foot facility located adjacent to the subject property at 1175 Wheeling Rd. and also rents an approximately 3,800 square foot facility located at 614 Wheeling Rd. Champro Sports needs to expand its operations and would like to also remain at its current facility located at 1175 Wheeling Rd. Therefore, Champro Sports plans on moving its operation from 614 Wheeling Rd. to the subject property and growing its entire operation at the two adjacent facilities.

Champro Sports believes that expanding into the subject property and growing at that site while remaining at its current 1175 Wheeling facility will have many benefits, such as cost savings and efficiencies. However, we note that there will be costs to fit operations in two separate buildings. Although it is by purchasing the subject property, rehabilitating the same and expanding into that facility, that Champro Sports believes it can continue to be successful in the Village of Wheeling.

Champro Sports currently has approximately 172 employees in the Village of Wheeling. 145 of these employees are at the 1175 Wheeling Rd. facility. The remaining 27 employees are located at the 614 Wheeling Rd. facility. Should the Applicant purchase the subject property, Champro Sports will move its entire operation from the 614 Wheeling Rd. site and move all the employees at that site to the subject property and add approximately 15 new employees as soon as possible. Additionally, Champro Sports plans to hire approximately 8 additional people at its 1175 Wheeling Rd. facility. Champro Sports will consider all qualified Village of Wheeling residents for future employment.

In addition, the Village of Wheeling can expect that Champro Sports and its employees will continue invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. The Village of Wheeling can also expect that Champro Sports will continue attract business and various customers to the Village in the course of its operations.

However, the Applicant will need a Class 6b Incentive to successfully operate the subject property, and therefore, will not purchase the subject property, rehabilitate the same and Champro Sports will not occupy the site without a Class 6b Incentive.

As the above indicates, there are various quantified economic benefits the Village of Wheeling will receive should the Applicant be granted the Class 6b Incentive so that it may be able to rehabilitate the subject property and Champro Sports can occupy the same. Additionally, Champro Sports wishes to remain and expand within the Village of Wheeling, and by doing so, the Village will retain a long-standing and outstanding member of the community that will provide a significant fiscal impact to the Village of Wheeling.

**1200 S. Willis Ave., Wheeling, Illinois (PIN: 03-14-102-029-0000)**

Year	Estimated Market Value	Estimated Tax Rate	Estimated Multiplier	Estimated Tax Without The Class 6b Incentive	Estimated Taxes/ Square Foot Without The Class 6b Incentive	Estimated Tax With The Class 6b Incentive	Estimated Taxes/ Square Foot With The Class 6b Incentive	Estimated Taxes With 100% Vacancy Relief	Estimated Taxes/ Square Foot With 100% Vacancy Relief	Estimated Building Square Feet
2016*	\$1,806,600	12.822%	2.7253	\$157,824	\$5.26	\$63,129	\$2.10	\$36,317	\$1.21	30,000
2017	\$1,806,600	12.822%	2.7253	\$157,824	\$5.26	\$63,129	\$2.10	\$36,317	\$1.21	30,000
2018	\$1,806,600	12.822%	2.7253	\$157,824	\$5.26	\$63,129	\$2.10	\$36,317	\$1.21	30,000
2019*	\$2,167,920	12.822%	2.7253	\$189,388	\$6.31	\$75,755	\$2.53	\$43,580	\$1.45	30,000
2020	\$2,167,920	12.822%	2.7253	\$189,388	\$6.31	\$75,755	\$2.53	\$43,580	\$1.45	30,000
2021	\$2,167,920	12.822%	2.7253	\$189,388	\$6.31	\$75,755	\$2.53	\$43,580	\$1.45	30,000
2022*	\$2,601,504	12.822%	2.7253	\$227,266	\$7.58	\$90,906	\$3.03	\$52,296	\$1.74	30,000
2023	\$2,601,504	12.822%	2.7253	\$227,266	\$7.58	\$90,906	\$3.03	\$52,296	\$1.74	30,000
2024	\$2,601,504	12.822%	2.7253	\$227,266	\$7.58	\$90,906	\$3.03	\$52,296	\$1.74	30,000
2025*	\$3,121,805	12.822%	2.7253	\$272,719	\$9.09	\$109,088	\$3.64	\$62,755	\$2.09	30,000
2026	\$3,121,805	12.822%	2.7253	\$272,719	\$9.09	\$163,632	\$5.45	\$62,755	\$2.09	30,000
						15% Assessment in year 11				
2027	\$3,121,805	12.822%	2.7253	\$272,719	\$9.09	\$218,175	\$7.27	\$62,755	\$2.09	30,000
						20% Assessment in year 12				
<b>Totals</b>				\$2,541,592		\$1,180,268		\$584,846		

\*Denotes Reassessment Year.

**Assumptions:**

1. 2014 tax rate and 2014 multiplier.
2. Market value based on a \$1,350,000 purchase price with \$155,500 of improvements and increasing 20% per reassessment year.
3. Taxes based on 100% vacancy are based on the initial 2015 Cook County Assessor's assessed valuation with 80% of the building assessed value removed, and increasing 20% per reassessment year.

**EXHIBIT Q**

No other financial inducement requests are planned at this time for the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000).

## EXHIBIT R

Ryan Hunt, LLC ("Applicant") plans on purchasing the property located at 1200 S. Willis Ave. in Wheeling, Illinois (PIN: 03-14-102-029-0000). The Applicant plans to rehabilitate the subject property and have its related entity, Champro Sports, occupy the same for its own use consisting of the manufacturing, warehousing and distribution of athletic uniforms.

The Applicant is eager to rehabilitate the subject property and expand Champro Sports' operations within the Village of Wheeling, however, the Applicant will not purchase the subject property and expand its operations into the same without a Class 6b Incentive.

It is because of the comparatively high taxes in Cook County that it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property and expand its operations into the same, and will look for another location where the property taxes are lower either outside of Cook County or in Cook County at another facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the site would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

Granting a property vacancy relief at the Cook County Assessor's Office means that the Assessor's Office lowers a property's overall building assessment due to the property being vacant. Although the Class 6b Incentive will lower the assessment level from 25% to 10% for an industrial property for ten years (15% in the eleventh year and 20% in the twelfth year), the property will generate a greater tax even with a Class 6b Incentive than it would if it were to remain on vacancy relief. This is because an occupied building, along with the improvements the Applicant will be putting into the building, should raise the overall assessment of the property.

The attached breakdown reveals the effect of what the taxes will be with and without a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be added should be greater than the taxes for this property if it were to remain on vacancy relief.

The approximately 52 year old subject property has been vacant and unused since July, 2015 and is in need of repairs. Therefore, the Applicant has allotted approximately \$155,500 for improvements to the subject property. Based on initial inspections, these improvements will be to demolish interior walls, complete electrical work, install new lighting in the factory area, upgrade and add new HVAC, upgrade the washroom and plumbing, repair the masonry, repair the floor, seal coat the floor, add a new rear garage door, repair the roof, install a vent for the heat press and add new windows as well as for other general maintenance. However, please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 20 to 25 construction jobs.

Champro Sports is currently located at an approximately 185,785 square foot facility located adjacent to the subject property at 1175 Wheeling Rd. and also rents an approximately 3,800 square foot facility located at 614 Wheeling Rd. Champro Sports needs to expand its operations and would like to also remain at its current facility located at 1175 Wheeling Rd. Therefore, Champro Sports plans on moving its operation from 614 Wheeling Rd. to the subject property and growing its entire operation at the two adjacent facilities.

Champro Sports believes that expanding into the subject property and growing at that site while remaining at its current 1175 Wheeling facility will have many benefits, such as cost savings and efficiencies. However, we note that there will be costs to fit operations in two separate buildings. Although it is by purchasing the subject property, rehabilitating the same and expanding into that facility, that Champro Sports believes it can continue to be successful in the Village of Wheeling.

Champro Sports currently has approximately 172 employees in the Village of Wheeling. 145 of these employees are at the 1175 Wheeling Rd. facility. The remaining 27 employees are located at the 614 Wheeling Rd. facility. Should the Applicant purchase the subject property, Champro Sports will move its entire operation from the 614 Wheeling Rd. site and move all the employees at that site to the subject property and add approximately 15 new employees as soon as possible. Additionally, Champro Sports plans to hire approximately 8 additional people at its 1175 Wheeling Rd. facility. Champro Sports will consider all qualified Village of Wheeling residents for future employment.

By purchasing the subject property, rehabilitating the same and Champro Sports occupying and expanding into the currently vacant and unused site, the Applicant will be able to keep a thriving and expanding operation in the Village of Wheeling. However, the Applicant will need a Class 6b Incentive to successfully operate the subject property, and therefore, will not purchase the subject property or rehabilitate the same and Champro Sports will not occupy the site without a Class 6b Incentive.

**1200 S. Willis Ave., Wheeling, Illinois (PIN: 03-14-102-029-0000)**

Year	Estimated Market Value	Estimated Tax Rate	Estimated Multiplier	Estimated Tax Without The Class 6b Incentive	Estimated Taxes/ Square Foot Without The Class 6b Incentive	Estimated Tax With The Class 6b Incentive	Estimated Taxes/ Square Foot With The Class 6b Incentive	Estimated Taxes With 100% Vacancy Relief	Estimated Taxes/ Square Foot With 100% Vacancy Relief	Estimated Building Square Feet
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\*Denotes Reassessment Year.

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1. 2014 tax rate and 2014 multiplier.
  2. Market value based on a \$1,350,000 purchase price with \$155,500 of improvements and increasing 20% per reassessment year.
  3. Taxes based on 100% vacancy are based on the initial 2015 Cook County Assessor's assessed valuation with 80% of the building assessed value removed, and increasing 20% per reassessment year.

# VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** A Resolution Accepting a Proposal from Christopher B. Burke Engineering, Ltd. for the Buffalo Creek Floodplain Study

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

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** A resolution seeking approval of a not-to-exceed \$193,989 proposal from Christopher B. Burke Engineering, Ltd. to update the Buffalo Creek Floodplain Study.

**BUDGET<sup>2</sup>:** Included in the Storm Sewer Fund that is part of the CIP Budget.

**BIDDING<sup>3</sup>:** Not required for professional services.

**EXHIBIT(S) ATTACHED:** Memo, Resolution, Proposal, Agreement.

**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:** April 13, 2016  
**SUBJECT:** Buffalo Creek Floodplain Study

**EXECUTIVE SUMMARY**

With the Stormwater Utility (SWU) fee in place and generating revenue, staff requested an engineering services proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) to update a previous floodplain study. Attached is a proposal for \$193,989.00 submitted by CBBEL in order to re-study the hydraulics of the Buffalo Creek and re-map the existing floodplain delineation.

Public Works personnel is requesting consideration and approval of the attached proposal from CBBEL that includes detailed engineering work in order to create a re-map of the existing floodplain area within the Village. Floodplain impacts to residences and businesses has caused the Village to contract numerous times with CBBEL to prepare detailed studies of specific drainage areas as well as area-wide study reports involving problem drainage locations including the recent Storm Water Master Plan. CBBEL was instrumental in reducing the floodplain impacts to Village and Park District property in 2000 and in 2011 CBBEL completed the Buffalo Creek Detailed Watershed Plan on behalf of Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). The 2011 study was not comprehensive for the Village, and only caused a slight shift in the floodplain delineation. In the proposed study, CBBEL will expand on the modeling that was prepared for the MWRDGC to complete an updated floodplain study specific for Wheeling. Attached for review is CBBEL's scope of services, and cost estimate.

On a more technical level, the objective of the proposed study is to update the hydrologic and hydraulic analysis of Buffalo Creek with the intent of remapping the regulatory floodplain throughout the Village with the most advantageous modeling techniques. The current FEMA regulatory floodplain (2008) for Buffalo Creek is based on steady-state hydraulic modeling while the 2011 MWRDGC study used unsteady-state hydraulic modeling with a split flow diversion through the Dunhurst residential area. CBBEL expects that a re-study of the Buffalo Creek using a steady-state hydraulic model inclusive of the split-flow diversion, will result in a positive alteration in the amount of regulatory floodplain within the Village, particularly in the east Dunhurst area.

The recently approved Storm Water Master Plan classified the Buffalo Creek floodplain study as a project of high interest, with the result expected to provide significant benefit to Village residents and/or business. Successful implementation of this study is expected to remove approximately 300 properties from the regulatory floodplain of Buffalo Creek. As with all regulatory floodplain re-mapping, actual property impacts, positive or negative, cannot be forecasted and in some cases can affect properties that currently have no floodplain issues.

The final engineering document will be submitted to numerous regulatory agencies (IDNR-OWR, FEMA & ISWS) for approval of the updated floodplain limits. The proposal assumes that a Letter of Map Revision (LOMR) will be issued for the updated floodplain limits and that a Physical Map Revision will not be required, which is a more time consuming process. The estimated time to complete the project for a LOMR is just under 2 years.

With your concurrence, please include this item on the April 18<sup>th</sup>, 2016 Board meeting agenda.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE BUFFALO CREEK FLOODPLAIN STUDY**

**WHEREAS**, the Village is proposing to update the hydrologic and hydraulic analysis of Buffalo Creek with the intent of accurately remapping the regulatory floodplain through the Village with the most advantageous techniques; and

**WHEREAS**, staff has requested a proposal from Christopher B. Burke Engineering, Ltd. for the floodplain study based on their extensive floodplain expertise and historical experience with the Buffalo Creek hydraulic modeling specifically pertaining to the Village; and

**WHEREAS**, over the past several years Public Works personnel has worked with Christopher B. Burke Engineering, LTD. on numerous engineering projects and is confident in their abilities to perform the engineering services for the above mentioned project; and

**WHEREAS**, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from Christopher B. Burke Engineering, Ltd. for the Buffalo Creek Floodplain Study for the purpose of re-mapping the floodplain limits of the Village;

**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 \$193,989 not-to-exceed proposal from Christopher B. Burke Engineering, Ltd. for Engineering Services to update the Buffalo Creek Floodplain Study is approved in accordance with the proposal dated March 22, 2016.

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

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

Trustee Papantos \_\_\_\_\_ 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

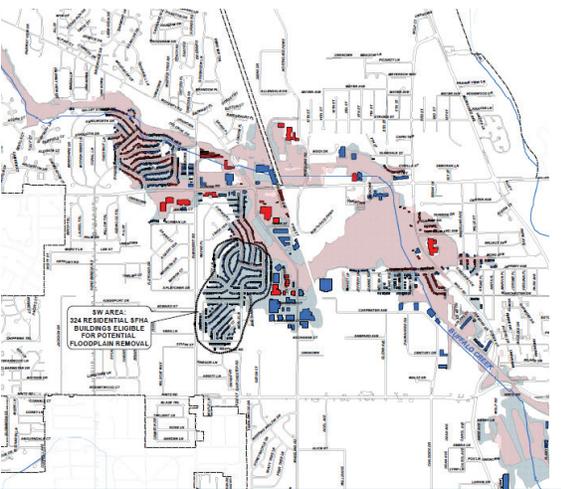
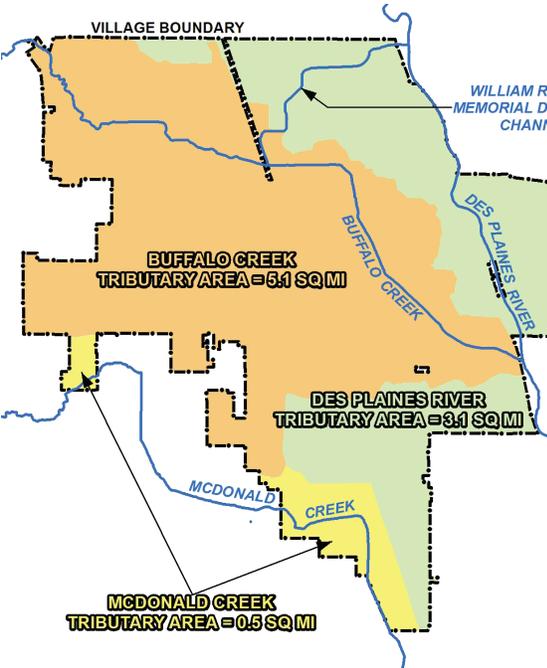
ATTEST:

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



March 18, 2016

# REQUEST FOR PROPOSAL BUFFALO CREEK FLOODPLAIN UPDATE STUDY



SUBMITTED TO:  
JON TACK  
VILLAGE OF WHEELING  
2 COMMUNITY BOULEVARD  
WHEELING, IL 60090

SUBMITTED BY  
ERIK GIL, PE  
CHRISTOPHER B. BURKE ENGINEERING, LTD.  
9575 WEST HIGGINS ROAD | SUITE 600  
ROSEMONT, IL 60018  
EGIL@CBBEL.COM



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W. Higgins Road | Suite 600 | Rosemont, IL 60018

T: 847.823.0500 | F: 847.823.0520 | cbbel.com



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 22, 2016

Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

Attention: Mr. Jon Tack, PE – Village Engineer

Subject: **Request for Proposal for Professional Engineering Services  
Buffalo Creek Floodplain Update Study**

Dear Mr. Tack:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our response to your request for proposal to assist the Village of Wheeling (Village) with a Buffalo Creek floodplain update study.

Our experience with both the floodplain and stormwater aspects of the Buffalo Creek watershed through the Village of Wheeling is extensive, and began when CBBEL assisted the Village with the engineering analysis associated with the 2008 Flood Insurance Rate Map (FIRM) revision, the only major map revision of Buffalo Creek through the Village. During that effort, CBBEL was able to optimize the diversion structure of the William Rogers Memorial Diversion Channel to maximize the floodplain benefits, and also assisted the Village in adopting a conveyance floodway throughout the entire Village segment of Buffalo Creek. Later in 2009, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) retained CBBEL to further study the Buffalo Creek watershed using the latest modeling techniques and tools, which were not available when the modeling of the 2008 map revision took place. It was the MWRDGC effort that showed significant benefits to a large number of buildings in the Village, and the need for this proposed remapping effort. As part of the recently completed Village of Wheeling Stormwater Master Plan, prepared by CBBEL on behalf of the Village, the Buffalo Creek remapping was identified as a high priority project. We have provided project fact sheets (TAB 2) that show that we successfully perform this type of work on a regular basis. We are proud of the reputation we have built as experts in the Water Resources field. We have vast experience with village-wide flood studies, hydrologic/hydraulic modeling, engineering design and permitting.

We are confident that CBBEL can satisfy the Village's timeline and technical requirements with our large, experienced and qualified staff. Our Water Resources staff of over 22 engineers is the largest in the region, and includes 2 PhD's, 19 Professional Engineers, and 17 Certified Floodplain Managers. The CBBEL Water Resources staff that we have assembled for this project are experts in hydrologic

and hydraulic modeling, having taught multi-day courses on these models to consultants and regulatory staff on a local, regional and national level.

Within this proposal, you will find detailed information to address the items necessary to perform the remapping effort. Our familiarity and capability to complete floodplain studies is documented in this proposal. We have provided contact information for you to verify our level of commitment and responsiveness to other municipalities and clients performing similar efforts.

We trust that the attached material will demonstrate our enthusiasm, understanding, and expertise to perform the necessary assignment. We very much appreciate the opportunity to submit our proposal and look forward to assisting the Village with this important project identified in the recently completed Stormwater Master Plan. We consider this project to be an extension of the Stormwater Master Plan. In recognition of our continued work with the Village we are using the 2013 Standard Charges for this proposal. The project team will be led by Erik Gil, PE and his information, as well as that of other staff we propose for this project, is located in **TAB 3**. We value our working relationship with the Village, and we stand ready to assist in every way possible. If you need any additional information please do not hesitate to contact me or Erik.

Sincerely,

A handwritten signature in blue ink that reads "Christopher B. Burke". The signature is written in a cursive style with a large initial "C".

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

**TAB 1 COMPANY PROFILE**

**TAB 2 FIRM EXPERIENCE & QUALIFICATIONS**  
FACT SHEETS  
REFERENCES

**TAB 3 KEY PERSONNEL**  
ORGANIZATIONAL CHART  
RESUMES

**TAB 4 SCOPE OF SERVICES**

**TAB 5 ESTIMATED FEE**

**TAB 6 PROJECT SCHEDULE**



# TAB 1 COMPANY PROFILE

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# COMPANY PROFILE



## FIRM HEADQUARTERS

Christopher B. Burke Engineering, Ltd. (CBBEL)  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
T: 847.823.0500 | F: 847.823.0520  
cbbel.com

**86** LICENSED  
PROFESSIONALS

TOTAL  
STAFF **196**

**30** YEARS IN  
BUSINESS

CBBEL is unique among consulting engineering and surveying firms in that we are a full-service company that can comprehensively meet the needs of both private and public sector clients. Guided by founder and President Christopher B. Burke, our "family business" corporate philosophy allows for a level of personal service that provides peace of mind. Our Illinois based staff of 196 and expansive list of specializations—civil, municipal, transportation, water resource, mechanical, structural, construction, traffic, environmental engineering and environmental resource services—provide professionalism and a depth of expertise that promote project success.



*Celebrating* **30** years  
Christopher B. Burke Engineering, Ltd.

1986-2016



Christopher B. Burke, PhD, PE

## RESOURCES

Having received his doctoral degree in civil engineering from Purdue University, CBBEL President Christopher B. Burke embraces education and encourages continued learning among his employees. Our staff includes four PhDs, 81 licensed professional engineers, a team of licensed professional land surveyors, a licensed structural engineer, and a licensed landscape architect. Additionally, three employees are LEED accredited professionals, three are professional traffic operations engineers (PTOE), and four have received the designation of Diplomate Water Resource Engineer (D.WRE). Twenty-four staff are certified floodplain managers (CFM), 16 are certified professionals in erosion and sediment control (CPESC) and nine are certified professionals in stormwater quality (CPSWQ).

Through leadership positions and active membership in a variety of professional associations and university involvement, CBBEL is able to deliver cutting-edge technology and techniques as they emerge. The outcome is a context-sensitive approach that rejects out-dated cookie-cutter remedies and instead provides the best solution. Staff take part in national and local organizations including the American Society of Civil Engineers, the American Council of Engineering Companies, the American Public Works Association, the Illinois Association of Environmental Professionals, the Illinois Association for Floodplain and Stormwater Management, the Society of American Military Engineers, the American Academy of Water Resource Engineers, Chicago Wilderness Corporate Council, the Society of Ecological Restoration, Western Society of Engineers, the Society of Wetland Scientists, the Irish Engineers and Contractors, and the Illinois Road and Transportation Builders Association to name a few.



The Burke Group of Companies, which includes CBBEL, has been recognized as one of Engineering News Record's **Top 500** Design Firms, currently ranking 171st in the country.

Given CBBEL's commitment to hiring exceptional personnel, prioritizing client relationships, and valuing education, it's not surprising that we have received numerous prestigious awards from the American Council of Engineering Companies of Illinois, the American Public Works Association, the Illinois Section of the American Society of Civil Engineers, the Illinois Chapter of the American Planning Association, the Illinois Department of Transportation, and the Illinois Tollway. We were honored with the 2003 Employer of the Year Award from the Women in Transportation Seminar and the Private Sector Employee Recognition Award from the ASCE Illinois Section in 1997, 2003, and 2009. In 2012, we received a Governor's Sustainability Award and an honorable mention in 2013.

Our resources are geographically distributed to create a network of effective and convenient service. Rosemont, Illinois is home to our main office while other Illinois locations include New Lenox, Morris and Peoria.

## SERVICES

Since its founding in 1986 the size of our company and the complexity of our projects have grown. Today we provide not only design services, but also planning, preliminary engineering, permitting, and construction observation. We have successfully completed the design, permitting and construction of numerous major transportation and local municipal roadway projects, multi-use paths, bridges, flood control reservoirs, pump stations, embankments, water mains and water systems, storm sewers, and large open channels.

We have served as lead engineer on a variety of major municipal and county undertakings. As a full-service firm we also conduct water resource related studies, perform GIS services, environmental resource assessments, mitigation planning and permitting, and a myriad of traditional civil engineering functions.

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CBBEL has provided professional review services for municipalities, counties, and state agencies. Our experience includes the review of drainage, roadway, subdivision, sanitary sewer and mechanical engineering submittals prepared by third-party consultants for both private and public sector clients.

Our office prepares an impressive number of high-quality stormwater management studies and permit applications, having obtained more than 1,000 US Army Corps of Engineers Section 404 permits with accompanying IEPA water quality certifications, more than 500 Illinois Department of Natural Resources-Office of Water Resources floodway construction permits, and 450 Federal Emergency Management Agency Letters of Map Amendment and Letters of Map Revision.

Whether you require consulting for an individual project or the full service resources from one of our departments, you can rely on Christopher B. Burke Engineering, Ltd. to take the time to thoroughly understand your needs and partner with you to create innovative, cost-effective solutions. Diversification and flexibility are the keys to our successful, long-term relationships with a wide variety of clients, including municipalities, counties, townships, sanitary districts and drainage districts throughout the Chicagoland area. We have unique knowledge and experience with various funding programs available to our County and Municipal clients from the grant writing stage to the design procedures required, as well as record keeping and funding reporting, giving our clients an added service not easily found in the engineering industry.

## GREEN INITIATIVES

CBBEL is at the forefront of sustainability/green initiatives and is a corporate leader when it comes to implementation. Our Rosemont headquarters has a green roof, an aggressive composting/recycling program, and a long range plan to implement other energy saving devices courtesy of our company's sustainability committee.

**In 2012 and 2013 (Honorable Mention), CBBEL received the Governor's Sustainability Award for achievements in improving the environment. The company received the award for our significant achievements in protecting the environment, helping sustain the future, and improving the economy. In 2014, CBBEL was selected as one of IRTBA's Green Industry Award recipients and also received a Conservation and Native Landscaping Award from Chicago Wilderness.**



One of the sustainability efforts for which the firm has been honored is our Bike to Work Program where CBBEL provides mileage reimbursement, changing facilities and bicycle storage. Nearly 150 employees (from all of the Burke Group companies) have participated in the program and more than 286,000 miles have been commuted on bike.

We also have been recognized by the League of American Bicyclists as a "Platinum" level Bicycle Friendly Business. The Bicycle Friendly Business recognizes employer's efforts to encourage a more bicycle-friendly atmosphere for employees and clients and honors innovative bike-friendly efforts. **CBBEL is the only Illinois firm to be awarded Platinum status and is one of the few Midwestern non-bike related businesses to be awarded Gold status or higher.**

CBBEL also has partnered with Enterprise CarShare, Chicago's only local car sharing company, to provide vehicles to employees. We are the first Enterprise CarShare corporate member to reduce its own vehicle fleet by more than 50 percent and in turn use the CarShare vehicles. Employees have access to three CarShare cars and CBBEL recently installed CarShare software in two of their own fleet vehicles. We also have installed 2 electric car charging stations on the exterior of the main building in Rosemont.



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# TAB 2

## FIRM EXPERIENCE & QUALIFICATIONS

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FACT SHEETS  
REFERENCES

# WHEELING, ILLINOIS STORMWATER MASTER PLAN



*The Village of Wheeling initiated the Stormwater Master Plan (SWMP) following the April 2013 storm event which resulted in multiple flooding problems throughout the Village.*



## 2013 - 2015

### PROJECT TEAM:

Erik Gil, PE  
Project Manager

Michael Burke, PE  
Project Engineer

Bryan Luke, PE  
Civil Engineer

**CLIENT**  
Village of Wheeling

**BUDGET**  
\$150 thousand

**FUNDING SOURCE**  
Local

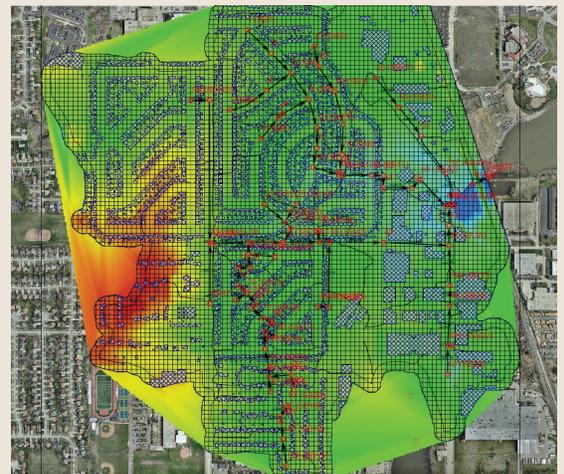
The purpose of the SWMP was to identify and analyze all flood problem areas throughout the Village, present the findings of detailed analyses, provide justification for stormwater improvement projects in a prioritized manner, and provide documentation to the Village to initiate a stormwater utility fee to help fund stormwater projects. In total, 11 study areas were identified and addressed in the SWMP by Village Staff and CBBEL. Two study areas have been identified as critical repeat flooding problems which required detailed hydrologic and hydraulic modeling analyses. The two critical study areas were analyzed using XPSWMM 2D hydraulic surface modeling which allows floodwater to be conveyed based on the Digital Terrain Model. Multiple local flood areas were verified in modeling both critical study areas, and proposed improvement projects were developed to mitigate flooding for the 100-year storm event.

All other study areas identified in the SWMP were analyzed using other methods, including: the evaluation of previous conceptual modeling of flood reduction improvements, Hydraflow storm sewer modeling, and hydrologic and hydraulic calculations. All study areas included at least one recommendation for flood improvements and an estimated cost for each project. In addition to addressing local flood areas, the SWMP analyzed the Buffalo Creek Floodplain, which contains 87%

of the total structures in the Village's FEMA regulatory floodplain. CBBEL identified projects to reduce flooding along Buffalo Creek as well as reduce the number of homes in the regulatory floodplain. CBBEL also performed an assessment of the Village's current NPDES program and made recommendations to bring it in compliance with the proposed ILR40 permit due to be released in 2015.

### Scope of Services

- Hydrologic and hydraulic analyses of 11 study areas
- Preparation of detailed XPSWMM 2D models
- Assistance in development of Village stormwater utility fee
- Preparation of SWMP report and cost estimates
- SWMP Village Board Presentation



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# BUFFALO CREEK STREAMBANK STABILIZATION



*Approximately 2,600 LF of stream channel has been improved utilizing both structural and bio-technical techniques to stabilize and enhance the riparian corridor, reduce loss of real estate, and improve water quality and aquatic habitat in Buffalo Creek.*



## 2004 - 2009

### PROJECT TEAM

Erik Gil, PE  
Project Manager

Jason Souden, PE  
Project Engineer

Patrick Kelsey  
Environmental

Kevin Betke, PE  
Resident Engineer

### CLIENT

Village of Wheeling

### CONSTRUCTION COST

\$2.1 million

### FEE

\$18.8 thousand

### FUNDING SOURCE

IEPA / Local

This project was initiated to resolve streambank erosion and stability problems. Buffalo Creek, a tributary to the Des Plaines River drains approximately 26.82 square miles in south central Lake County and north central Cook County. This phase of the project is part of nearly 5 miles of stabilization program for Buffalo Creek.

In 2005, the Village undertook a stream stability study. This comprehensive assessment within the Village's corporate limits was conducted from W. Aptakisic Road on the Village's western border to the creek's confluence with the Des Plaines River near Chicago Executive Airport (the study area). The study evaluated approximately 25,000' of stream channel and stream bank and identified specific erosion and stability problems along the entire stream.

The assessment revealed that Buffalo Creek suffered from slight to severe bank erosion and down-cutting as a result of increased storm water runoff frequency, volumes, and velocities in this primarily urbanized watershed.

The most severely impacted reaches were located in the northern third of the study area and were the target of this phase of the stabilization project. These targeted stream bank erosion and stability problems have been resolved and the stream bank has been beautified with native wetland and upland prairie plantings and seeds.

A grant was awarded to the Northeastern Illinois Planning Commission on behalf of the CMAP funded under Section 319 of the Clean Water Act by the IEPA

to provide financial, technical, and administrative assistance to the Village. The originally approved project was valued at \$1,920,760; the approved federal assistance amount to the Village was \$1,114,040; and the required local cost share in expenses and in-kind services by the Village was \$806,720. The final project value exceeded \$2.1 million. Project costs that exceeded the approved project value were offset in part by a \$120,000 grant sponsored by a Grant from DCEO.

These improvements will provide long term elimination of existing erosion and stability problems while improving water problems water quality and aquatic habitat.

### Phase I Services included:

CBBEL analyzed stream conditions, develop a concept plan for the entire creek within the Village, prepared an IEPA grant application, survey the creek, prepare construction drawings, assist with the public involvement phase, coordinate the grant administration with CMAP, and provide bidding and construction observation services for the first phase of the project. The objectives of the recommended actions were to:

- Reduce erosion of stream banks
- Reduce non-point source pollutants including sediments generated from stream bank erosion and in-stream sediment movement
- Enhance water quality and improve aquatic habitat to increase the aquatic biodiversity

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# LOWER DES PLAINES RIVER DETAILED WATERSHED PLAN – PHASE B



The study area includes 14 Des Plaines River Tributaries and about 70 stakeholders.



## 2008 - 2011

### PROJECT TEAM

Donald Dressel, PE  
Project Manager

Erik Gil, PE  
Project Engineer

Jeana Gowin, PE  
Project Engineer

Michael Cothard, PE  
Project Engineer

Don Oliphant, PE  
Project Engineer

### CLIENT

Metropolitan Water  
Reclamation District  
of Greater Chicago  
(MWRDGC)

### FEE

\$3.7 million

### FUNDING SOURCE

Local

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**L**ower Des Plaines River Detailed Watershed Plan study Phase B services for the MWRDGC. The study area is the entire 189 square mile Des Plaines River watershed located within Cook County.

### Services included:

- Prepared HEC-HMS hydrologic models for 14 subwatersheds
- Using HEC-GeoRAS, new survey data, available study data prepared Unsteady HEC-RAS hydraulic models for 14 subwatersheds
- Prepared baseline conditions inundation maps in GIS for 14 subwatersheds
- Stakeholder meetings to discuss inundation maps and reported problem areas for information and feedback purposes
- Damage calculations prepared using MWRD database interface
- Prepared proposed alternatives for all regional problem areas and evaluated the hydrologic and/or hydraulic models and new inundation maps
- Calculated the cost and associated benefit for the proposed alternatives
- Evaluated the proposed alternatives with respect to wetland and water quality issues
- Evaluated and prioritized the proposed alternatives with the input of MWRD and discussed at meetings with stakeholders
- Prepared the final report incorporating the Phase A data and the associated work and results of Phase B efforts
- Three workshop meetings were held through the study to update the stakeholders of results and provided a forum for hearing comments. The first workshop presented the results of the baseline modeling, problem area locations and the preliminary inundation maps. The second workshop presented the results of alternative analysis and the third workshop presented the final results.

# LOWER DES PLAINES RIVER DETAILED WATERSHED PLAN – PHASE A



The study area includes 14 Des Plaines River Tributaries and about 70 stakeholders.



## 2008

### PROJECT TEAM

Donald Dressel, PE  
Project Manager

Stephanie Nurre, PE  
Project Engineer

### CLIENT

Metropolitan Water  
Reclamation District  
of Greater Chicago  
(MWRDGC)

### CONSTRUCTION COST

\$361 thousand

### FEE

\$212 thousand

### FUNDING SOURCE

Local

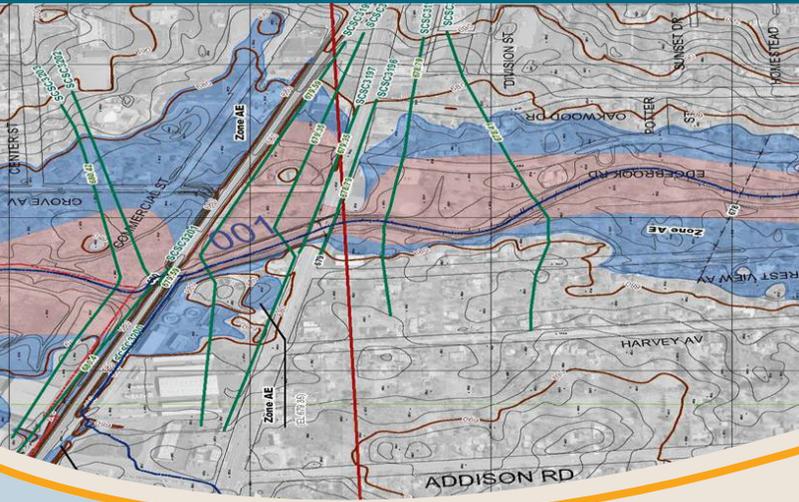
**L**ower Des Plaines River Detailed Watershed Plan study Phase A services for the MWRDGC. The study area is the entire 189 square mile Des Plaines River watershed located within Cook County.

### Data Collection and Assessment

- MWRD sent survey to stakeholders requesting available background information (Form A) and details of flooding problem areas (Form B).
- CBBEL inventoried Form A data and entered into MWRD Stormwater Planning database.
- CBBEL inventoried Form B data, assigned problem areas as “local” or “regional”, and entered into the Stormwater Planning database.
- Performed a technical review of available hydrologic and hydraulic models. The review included an assessment of the input hydrologic and hydraulic input parameters.
- CBBEL prepared Phase A report summarizing background information for the study area and for each subwatershed, including available hydrologic and hydraulic studies, watershed improvement projects, floodplain mapping, NFIP reported flood damages, and general wetland water quality data. Problem areas were discussed per each stakeholder. The results of the Phase A services were used to develop the Scope of Services for Phase B.

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# DUPAGE COUNTY, ILLINOIS LOWER SALT CREEK FLOODPLAIN MAPPING



*CBBEL completed the floodplain mapping for the Lower Salt Creek Watershed. The portion of Salt Creek included in the modeling extended from the Busse Woods Dam to Wolf Road and encompasses a drainage area of 103 square miles (66,000 acres).*



**2003 - 2014**

**PROJECT TEAM**

Donald Dressel, PE  
Water Resources QA/QC

Gerald Robinson, PE  
Project Manager

**CLIENT**

DuPage County Department  
of Environmental Concern

**FEE**

\$191 thousand

**FUNDING SOURCE**

DuPage County

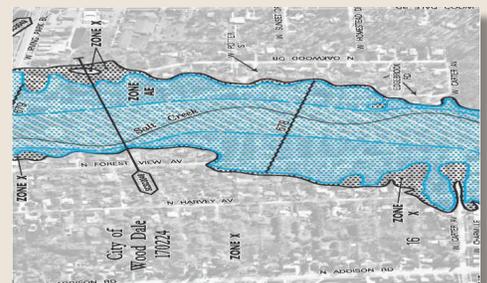
The previous floodplain mapping study was completed using TR-20 and WSP-2 hydrologic and hydraulic models. The updated study used HSPF, FEQ and PVSTATS models to generate the floodplain limits for the watershed. Cross-section data were input into the DuPage County GIS using the XDI program. Land cover data were also supplied from the DuPage GIS. There are several United States Geological Survey (USGS) stream gages located within the Lower Salt Creek watershed that were used to calibrate the results of the HSPF hydrologic and FEQ unsteady flow hydraulic model. The calibrated model was then used to generate historical storms (1949-1993) that have occurred within the watershed. Additional extreme storms were also simulated to provide a better extrapolation of peak storm events and volumes. The PVSTATS statistical program was used to determine the 100-year recurrence interval (1% chance) peak elevations and flows at each cross section included in the simulation. The FEQUTL program was used to generate a conveyance only floodway for the stream system.

**Services included:**

- Input of the cross section data into the DuPage GIS using XDI
- Extension of the cross section data using the DuPage GIS and the 2' aerial topography
- Updated all FEQUTL culvert, embankment, cross section tables using the DuPage GIS
- Revised watershed boundaries using the DuPage GIS
- Calibration of the hydrologic (HSPF) and hydraulic (FEQ) models using 5 USGS stream/stage gages
- Simulation of 115 historical storm events (1949-1993) and 28 historical storm events (3 different antecedent moisture conditions)

- Extraction of the 3 day volumes and peak elevations at 218 cross sections
- Analysis of the 218 cross sections using the PVSTATS statistical model
- Preparation of a conveyance floodway using the FEQUTL program
- Submittal of data to DuPage County to prepare preliminary maps
- Preparation of report documenting the entire remapping process

The results of the floodplain mapping were submitted to all of the Lower Salt Creek communities to provide comments on the updated maps. The original floodplain maps for the Lower Salt Creek watershed were based upon data that was generated in 1975-1979 and had not been updated to reflect current watershed conditions. The project required coordination with DuPage County staff to review the model update, calibration and generation of the final mapping product. Meetings were held to provide a peer review of the results at each of the various stages (e.g. calibration of the hydrologic and hydraulic models, generation of the PVSTATS 100-year recurrence interval floodplain elevations, review of the preliminary maps, etc.). The mapping effort is currently undergoing review by the communities.



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**BRIGITTE BERGER**

Director of Engineering and Public Works  
Village of Wilmette  
Department of Public Works  
711 Laramie Avenue  
Wilmette, IL 60091  
847.853.7627  
bergerb@wilmette.com

**SEAN DORSEY**

Director of Public Works  
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sdorsey@mountprospect.org

**DARREN MONICO**

Village Engineer  
Village of Buffalo Grove  
Department of Public Works  
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**WAYNE ZINGSHEIM**

Director of Public Works  
City of Park Ridge  
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wzingshe@parkridge.us

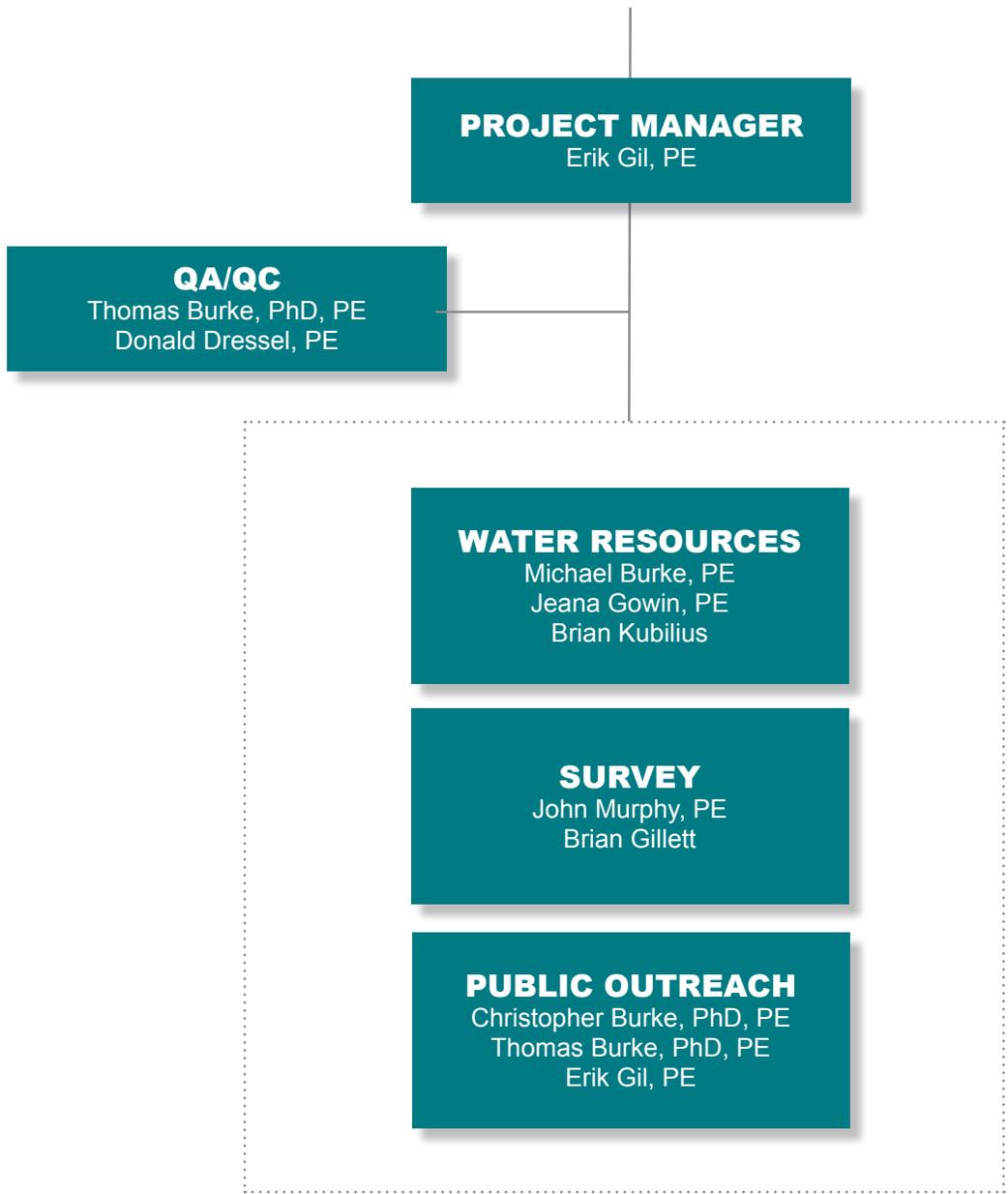
**TAB 3**  
**KEY PERSONNEL**

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ORGANIZATIONAL CHART  
RESUMES

# VILLAGE OF WHEELING

## BUFFALO CREEK FLOODPLAIN UPDATE STUDY



## **EDUCATION**

Doctor of Philosophy, 1983  
Civil Engineering  
Purdue University

Master of Science, 1979  
Civil Engineering  
Purdue University

Bachelor of Science, 1977  
Civil Engineering  
Purdue University

## **PROFESSIONAL REGISTRATION**

Professional Engineer, IL, 062040284, 1982  
Professional Engineer, IN, 060019415, 1981  
Professional Engineer, OH, PE-57544, 1993  
Professional Engineer, WI, 30985-6, 1995

## **CERTIFICATIONS**

Certified Professional in Erosion and Sediment Control (CPESC)  
Honorary Doctorate, Purdue University (HDR), 2010  
Diplomate Water Resources Engineer (D.WRE)  
Fellow, American Society of Civil Engineers (F.ASCE)  
Distinguished Member, American Society of Civil Engineers (Dist.M.ASCE)  
National Academy of Construction (NAC)

## **EMPLOYMENT HISTORY**

1986 to Present, Christopher B. Burke Engineering, Ltd.  
President

1983 to 1986, Harza Environmental Services,  
Senior Urban Hydrologist/Environmental Engineer (1986), Urban Hydrologist (1983-1986)

## **AWARDS**

National Top Ten Public Works Leaders of the Year Award, American Public Works Association, 2013  
Edmund Friedman Professional Recognition Award, National ASCE, 2010  
Illinois Section - ASCE Civil Engineer of the Year, 2009  
IAFSM (Illinois Association for Floodplain and Stormwater Management) Lifetime Achievement Award, 2006  
President's Lifetime Award, Purdue University Engineering Alumni Association, 2001  
Distinguished Engineering Alumnus Award, Purdue University, 1998  
Civil Engineering Alumni Achievement Award, Purdue University, 1995  
Chi Epsilon (National Civil Engineering Honor Society) Trustee, 1995  
Chicago Metro Chapter Meritorious Award Recipient, APWA 1993  
Chi Epsilon (National Civil Engineering Honor Society) Honor Member, 1990  
Edmund Friedman Young Engineer Award, National ASCE, 1986  
Charles Ellet Award, Western Society of Engineers, 1986  
Young Civil Engineer of the Year Award, ASCE Illinois Section, 1985  
Nellie S. Munson Award for the Outstanding Graduate Instructor in the School of Civil Engineering with Teaching Responsibilities, Purdue University, 1981  
Estus H. and Vashti L. Magoon Outstanding Graduate Instructor Award, Purdue University, 1980



## EXPERIENCE

Involved with management and technical guidance of Christopher B. Burke Engineering, Ltd. (CBBEL) since its founding in 1986. Also serves as an expert witness for numerous cases in circuit and federal courts representing both public and private sector clients in Illinois and Indiana. CBBEL serves as the Consulting Engineer for numerous municipalities and is involved with civil, transportation, drainage, mechanical, environmental and water resources engineering and construction observation for an array of private, municipal, county, state and federal agencies.

## UNIVERSITY INVOLVEMENT

Purdue University Civil Engineering Department Head Search Committee, 2011  
Board Member and 2010-2011 Chair of the Purdue President's Council Leadership Board  
Member and Past Chair of the Purdue University Civil Engineering Advisory Council, 1992-Present  
Purdue Champions Committee  
Professor of Practice, University of Illinois at Chicago, Fall 2002-Present (CME 215/397/403/427/494)  
Member of the University of Illinois at Chicago Civil Engineering Professional Advisory Council, 2000-Present  
Member of the University of Illinois at Chicago Civil Engineering Industrial Advisory Board, 2006-Present  
College of DuPage Foundation, Board Member, 2013-Present  
CE 301, Hydraulics and Hydrology, Illinois Institute of Technology, Spring 1987 and 1988  
CE 341, Hydraulics, Hydrology and Drainage, Purdue University, West Lafayette, Indiana, Spring 1980-1982  
Lab Instructor and/or Grader, Purdue University, Fall 1978-1983 (CE 440 Urban Hydrology, CE 241 Fluid Mechanics, CE 393 Systems Engineering, CE 497B Environmental Fluid Mechanics)

## PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies of Illinois, Past President, Vice President and Director  
American Public Works Association, Lifetime Member  
American Society of Civil Engineers  
Member National Awards Committee (2015)  
Past ASCE President, Treasurer and Director (Illinois Section)  
Past Chairman Student Affairs Committee (Illinois Section)  
Past Chairman of Urban Planning and Development Group (Illinois Section)  
Past ASCE Infrastructure Committee (Indiana Section)  
Past Chairman of National ASCE Surface Water Committee, Irrigation and Drainage Division  
ASCE Task Committee on Urban Subsurface Drainage  
Alfred Noble Prize Committee (National)  
Environment and Water Resources Institute: Statistical Distribution in Hydrology Task Committee &  
Urban Drainage Standards Committee (National)  
Chairman 1987 Water Resources Symposium  
Past Reviewer for ASCE Journals of Hydraulics Irrigation and Drainage, and the Water Resources Bulletin  
Control Member of the National ASCE Hydrology Manual, Urban Hydrology Chapter  
Technologist Credentialing Task Committee (TCTC) (October 2011-Present)  
ASTM International, ASTM Committee F17 on Plastic Piping Systems  
Chicagoland Engineers Week, Washington Award Commission (Chairman, 2003-Present)  
Chicago Wilderness Corporate Council, Corporate Member  
Choose DuPage, Member  
The Conservation Foundation, Chairman, Past Vice Chairman, Trustee, Past Secretary  
Downers Grove Economic Development Corporation, Board Member  
DuPage Business Council, Board Member  
DuPage County Real Estate Task Force, Member



DuPage County Sperling Award AD HOC Committee (Member, 2007-2012)  
Illinois Association for Floodplain and Stormwater Management  
Illinois Association of Environmental Professionals, Treasurer  
Illinois Clean Energy Coalition, Steering Committee Member  
Illinois Road and Transportation Builders Association, Past Director, Planning and Design Division  
Indiana Water Resources Association  
Irish Engineers and Contractors  
Max McGraw Wildlife Foundation, Member, Board of Directors  
Metropolitan Planning Council, Resource Board, Board of Governors, Past Co-Chair Sensible Growth Committee  
The Morton Arboretum, Board of Trustees, Building & Grounds Committee (Head, 2012-Present), Campaign Steering Committee  
National Academy of Construction  
National Society of Professional Engineers (NSPE), Member  
Natural Area Association  
US Bank Advisory Board (2010-Present)  
Water Environment Federation, Stockholm Junior Water Prize Committee  
The Wetlands Initiative, Member, Director  
Western Society of Engineers, Past President, Director



Professional Engineer experienced in hydraulics and water resources engineering. As a Water Resources Section Head, involved in civil and water resources engineering project analysis, planning and design. Water resources engineering projects generally consist of watershed studies, project-specific feasibility studies, IDNR-OWR Floodway Construction Permit applications, and FEMA LOMR or LOMA, as well as dam safety permits and inspections. Responsible for supervision of other water resources engineers whose typical project tasks include developing hydrologic and hydraulic models to establish floodplain and floodway limits and evaluation of flood-damage reduction alternatives using steady-state models such as HEC-1, HEC-2, HEC-RAS, TR-20 and WSP-2 and unsteady flow models such as FEQ and XP-SWMM; preparation of DuPage County Stormwater Management permit applications, MWRDGC permit applications. Civil Engineering duties include municipal engineering analysis and review of drainage projects, review of floodplain/floodway and stormwater management requirements for proposed developments, and construction observation of public and private improvements. Provides drainage review and performs drainage studies for over 15 governmental bodies throughout the six county area.

### FLOOD CONTROL PLANNING & DESIGN STUDIES

**Huffman Street Flood Control Study, Naperville:** Project Engineer (1996-1997) and Project Manager (2000-present). CBEL served as the stormwater management consultant evaluating alternative projects that would alleviate the flooding that the Huffman St residents experience when Country Common Park overflow swale overtops its western berm. Country Commons Park is an on-line detention facility for Steeple Run Watershed Tributary. CBEL developed alternative projects for flooding, and DuPage County included the recommended project in the Steeple Run Watershed Plan. The recommended project has since been revised and now includes additional storage at Country Commons and Springhill Parks, creating a storage facility at Clara Ray Farm, and a flood wall at County Commons Park. All project modeling was performed using FEQ model.

**Diversion Channel and Structure Optimization, Wheeling, Cook County:** Project Manager. In 2002, CBEL remapped the floodplain and floodway for Buffalo Creek (aka Wheeling Drainage Ditch) through the entire Village due to the then just completed William Rogers Memorial Diversion Channel. The design and permitting of the Diversion Channel was completed by a different consultant. IDNR-OWR was in the process of developing updated modeling as part of the Phase II Des Plaines River Feasibility Study. CBEL obtained the IDNR-OWR hydrologic and hydraulic models and updated them with the as-built diversion channel physical data (channel cross sections, culvert crossing, and diversion weir). During the process, it was discovered that the diversion weir structure was not diverting the design flow into the diversion channel. As a result, the Village directed CBEL to analyze the system and make recommendations. The analysis resulted in an optimization analysis of diverted flow versus diversion channel capacity and downstream benefits.

Following the optimization modeling, CBEL recommended a different weir geometry that could be accomplished by cost-effective and easily implementable saw-cutting into the constructed sheet pile weir, resulting in an optimized flow being diverted in relation to the diversion channel capacity. The tailwater effects of the Des Plaines Rivers were taken into account in the CBEL analysis, which were not previously analyzed during the design phase. The remedial construction work was completed by the Public Works Department, and the system was reported to function as designed during the September 2008 event.

### STORMWATER MANAGEMENT PLANNING STUDIES

**Flossmoor Stormwater Management Analysis:** Project Manager for a study to determine the cause of flooding for 11 problem areas, identify appropriate flood reduction measures, and develop opinions of probable cost. Performed a field assessment of various reaches along Butterfield Creek within Village limits to identify areas of streambank erosion, and recommend typical remedial measures. Reviewed the Village's current "Floodplain and Stormwater Management Code" and made recommendations for revisions where necessary to bring the ordinance regulations to current standards. Prepared a flood damage questionnaire for distribution to residents by the Village, and assisted Village in tabulating the results. Reviewed the Ballantrae Subdivision stormwater management plan, and verified through a site visit the subdivision's drainage system was constructed in substantial conformance with approved plans.

**DuPage Campus Drainage Study:** Project Engineer (1989-1993) and Project Manager (1993-2005). CBEL has served (1989-present) as the drainage consultant to DuPage County Department of Engineering for expansion improvements within the DuPage County Complex. Beginning in

**YEARS EXPERIENCE:** 28  
**YEARS WITH CBEL:** 28

### EDUCATION

Bachelor of Science, 1984  
Civil Engineering  
University of Florida

### PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.052385, 1998

### CERTIFICATIONS

Certified Floodplain Manager  
IAFSM  
Certified Professional in  
Erosion and Sediment Control  
Certified Professional in  
Stormwater Quality,  
Envirocert International

### PROFESSIONAL DEVELOPMENT

ASCE – Advanced Unsteady  
Flow FEQ Analysis  
ASCE – EPA SWMM  
Version 4.3 Modeling  
ASCE – HSPF Modeling, USGS  
University of Wisconsin,  
Madison – Unsteady Flow  
Analysis with FEQ

### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers, Illinois Section  
Director, 1996-1998  
Illinois Association for  
Floodplain and Stormwater  
Management Floodplain  
Committee Chair, 2007-2012;  
Stormwater Management  
Chair, 2012-Present;  
Secretary, 2013-2014

### AWARDS

APWA Project of the Year,  
Environment, Buffalo  
Creek Phase 1 Streambank  
Stabilization, Village of  
Wheeling, 2011  
ASCE Illinois Section,  
Outstanding Civil Engineering  
Achievement of the Year,  
Spring Brook Meander, 2009  
Young Civil Engineer of the  
Year, American Society of  
Civil Engineers, 1998  
Donald C. Walker Scholarship,  
University of Florida



1989, CBBEL evaluated an existing stormwater management facility design and recommended modifications to optimize existing and proposed storage; and bring the design to current and anticipated ordinance criteria. The hydrologic model developed for this task was the basis for FEQ unsteady flow model of DuPage County Complex Tributary included in the Winfield Creek Watershed Study, which was also completed by CBBEL. Subsequently, CBBEL enhanced the FEQ model of DuPage County Complex to evaluate various projects within the watershed. This included numerous improvements that have occurred within DuPage County East Campus (war memorial pond expansion, Ring Rd expansion, jail expansion), West Campus improvements, proposed County Farm Rd underpass, proposed Jewel Rd improvements, and proposed Astor Place Wetlands Drainage improvements. The result has been an on-line stormwater storage and conveyance system (wet and dry-bottom ponds and interconnecting storm sewers) that functions as a regional system to minimize flooding and meet current DuPage County Ordinance criteria. Individual storm sewer improvements were evaluated and designed using either or both the Hydraflow program and unsteady-flow XP SWMM.

#### **Eastside TIF District Drainage Study, Prospect Heights:**

Project Manager. The purpose of this study was to evaluate the existing storm sewer system and to evaluate alternatives to improve the drainage within the watershed area to alleviate flooding. The scope addressed the problem of localized flooding caused by stormwater runoff, but not the problem of overbank flooding from the adjacent Des Plaines River. The study methods used consisted of field reconnaissance, field surveying, and hydrologic (USACE HEC-1) and hydraulic modeling (USGS FEQ). The unsteady-state FEQ hydraulic model was chosen because the tailwater effects within the storm sewer system are better simulated using an unsteady-flow model. The proposed recommendation includes televising and cleaning the 36"-48" RCP storm sewer system from River Trails Condominiums to the Willow Woods West Detention Basin, installing a 48" RCP storm sewer line from the existing 12" RCP storm sewer at Apple Dr to the Des Plaines River along Apple Dr, and modifying the outlet structure of Willow Woods West Detention Basin by replacing the 48" RCP outlet pipe and lowering the invert of the storm sewer by 1'. By cleaning the storm sewer line, flooding will be reduced in the River Trails Condominiums and Willow Woods Condominiums. By installing the 48" RCP along Apple Dr, flooding will be reduced in the River Trails Condominiums center parking lot and along Apple Dr.

#### **STREAMBANK STABILIZATION**

##### **Buffalo Creek Phase 1 Streambank Stabilization, Wheeling, Cook County:**

Project Manager from planning through construction. CBBEL and WBK analyzed stream conditions, developed a concept plan for the entire creek, prepared an IEPA grant application, surveyed the creek, prepared construction drawings, assisted with public involvement phase, coordinated grant administration with CMAP, and provided bidding and construction observation services. Objectives of the recommended actions were to: reduce erosion of stream banks; reduce non-point source pollutants including sediments generated from stream bank erosion and in-stream sediment movement; and enhance water quality and improve aquatic habitat to increase the aquatic biodiversity.

During the planning and assessment stages, the project team conducted multiple meetings with owners and stakeholders along the entire length of Buffalo Creek within the corporate limits to discuss results of the study and to allow further input directly from the neighborhood. Following the initial public involvement, Village staff and their consultants proceeded to acquire funding for the project. The est. construction cost for the entire 5 miles of stream was substantial, and funding was not readily available to implement the entire stream; subsequently the funding acquisition stage resulted in the need to divide the stream into three projects. The completion of Phase 1 has resulted in over 3,000 LF of stream channel being improved utilizing both structural and bio-technical techniques to stabilize and enhance the riparian corridor, reduce loss of real estate, and improve water quality and aquatic habitat in Buffalo Creek.

**Spring Brook Meander, FPDDC:** Water Resources Project Manager for planning and design. Springbrook Prairie Forest Preserve is a 1,867-acre natural area in Naperville that is owned by FPDDC. The preserve accepts stormwater runoff from approx. 9 square miles of the upstream urbanized watershed. Spring Brook No. 2, a tributary to West Branch of the DuPage River, flows through the middle of the preserve. Within the preserve, roughly 2 miles of the stream was previously ditched in the 1930's to serve as a linear outfall for a large tile network that was installed for agricultural purposes. By the 1990's the ditched channel in some areas had been widened by erosion roughly 15 to 30', had incised up to 6' deep, and was continuing to degrade in biological diversity, largely due to excessive volumes of accumulated silt deposits. The FPDDC decided that this previously channelized stream needed to be restored. The primary goal was to create nearly 2 miles of meandering stream with associated natural features such as riffles, pools, and riparian wetlands, which would enhance fish, mollusk and macro invertebrate habitat. However, the project also accommodated a successful cooperative effort between the FPDDC and the City of Naperville, with respect to intersection improvements at nearby 83rd St and Book Rd. The City agreed to replace a major box culvert for the benefit of the project, and FPDDC agreed to provide wetland mitigation and compensatory floodplain storage for the City in return. The FPDDC retained a multi-disciplinary team of professionals comprised of CBBEL, Blue Mountain Consultants, & Black Creek Hydrology to plan, design, and permit the improvements. This type of project required particular expertise in the fields of fluvial geomorphology, hydrology, stream hydraulics & aquatic biology.

Design called for extensive use of natural construction materials, including removal and re-use of undesirable and invasive Eurasian black alder trees that lined the banks of previously straightened ditch. Trunks and rootwads of these trees were used to protect the re-graded stream banks against erosion. A coir-fabric "burrito wrap" was installed in a continuous 10'-wide strip along the entire length of new channel to define bank full width, reduce risk of erosion and minimize sediment transport while bank vegetation became established. Buried rock sills spanning the entire floodplain width were installed at intervals of approx. 700', perpendicular to flow direction, to enable the stream to migrate freely within the floodplain. The substrate bed of new stream channel was lined with unsorted sand, gravel, and cobble imported from another FPDDC project.



## WATERSHED PLANNING STUDIES

**Tributary No. 4, West Branch DuPage River:** Project Engineer responsible for FEQ/DEC-1 feasibility analysis. Coordinated cross-section and bridge/culvert/control structure field survey for input to the unsteady hydraulic model and the building survey for input to the DEC-1 economic model. Responsible for development of the land use/land cover delineation in digital form, FEQ baseline model input, alternative project analysis, and benefit/cost project relationships. The alternative designs included meeting IDNR-OWR Dam Safety requirements for Class III dams.

**Winfield Creek:** Project Manager/Engineer responsible for FEQ/DEC-1 feasibility analysis. Coordinated cross-section and bridge/culvert/control structure field survey and data collection for use in the FEQ unsteady flow model and the building survey for input to the DEC-1 economic model. Developed FEQ hydraulic model and DEC-1 economic model, alternative projects analysis (3 alternatives for each of the 9 defined reaches), benefit/cost project analysis, and watershed plan document. Prepared comment-response document associated with the public review period. Preliminary engineering analysis included a wetland mitigation banking site with approx. 150 acres of wetland area.

**Spring Brook No. 2:** Technical reviewer responsible for assisting the project engineer in the development of the FEQ hydraulic model for the watershed located within Naperville, Aurora, and FPDDC property.

## DRAINAGE FEASIBILITY STUDIES

**Thompson Berm Drainage Study, Wheaton:** Project Manager responsible for coordination and technical assistance for drainage feasibility analysis. The existing berm was constructed and is currently maintained by the City to protect the adjacent low-lying residential properties along Morse St from Winfield Creek flood waters. The interior drainage is managed by a lift station which pumps stormwater to a manhole structure in the berm. The system required the constant maintenance and assistance from the Public Works staff including bringing in an additional pump to evacuate the ponded interior runoff. Through TR-20 modeling, various alternatives were investigated, and the recommended alternative consisted of: raising the berm at low spots to provide a higher level of protection from Winfield Creek, extending the force main from the lift station to discharge directly downstream of the berm, regrading 2 overflow paths between 2 residential homes, modifying street grades to prevent interbasin flow, and rerouting an existing 24" RCP storm sewer and upsizing the existing 15" RCP storm sewer to a 27" RCP. The City decided to implement the recommended plan; CBBEL prepared design drawings.

**DuPage County Campus Feasibility Study:** Project Manager/Engineer. Performed a drainage feasibility analysis of the DuPage County East and West Campus to evaluate various proposed improvements within the watershed. Refined FEQ model developed for the Winfield Creek Watershed Study and developed a HEC-1 model to design for the 100-year flood event. The study incorporated the impacts of a drainage improvement project, a road improvement project, and various infrastructure and building construction projects within the campus; and also identified 6 alternative location sites for stormwater storage mitigation.

**Pitner Avenue and Bloners Drive Drainage Improvements, Cuba Township:** Project Manager/Engineer. Performed a drainage feasibility analysis and developed feasible flood-damage mitigation projects which met a specific budget constraint. Several feasible stormwater management projects were identified in the study. Due to budget constraints for the total project cost, set by Cuba Township, the recommended project alleviated much of the flooding problem existing within the watershed but not all. The feasibility analysis was performed and documented in such a manner that when additional funds become available, other projects can be undertaken. The recommended project included a diversion pipe in the vicinity of Pitner Ave and Bloners Dr with a total construction cost (including design) of approx. \$125,000. Public involvement consisted of several meetings with affected property owners. Other CBBEL staff prepared design drawings and the project has been constructed under budget.

## SPECIAL STUDIES

**Salt Creek Comparison Study, DuPage County:** Project Manager/Engineer for a comprehensive comparison study performed for DuPage County DEC. The purpose of the study was to compare the traditional approach of floodplain mapping which typically uses steady-state HEC 1 and HEC-2 models to a more state-of-the-art modeling system consisting of the unsteady-state FEQ hydraulic model, the USGS HSFP hydrologic model, and the PVSTATS statistical analysis program to compute flood-frequency flows and water-surface elevations at specific cross-section locations. The study will be reviewed by IDNR-OWR and FEMA as part of the decision-making process to allow DuPage County to use the HSFP/FEQ/PVSTATS approach to mapping floodplains. Project tasks included developing 3 watershed FEQ hydraulic models, calibrating and verifying using 18 historical events and a continuous gage record, and statistical analysis calculations and graphical plots.

## HYDROLOGY AND HYDRAULICS STUDIES

**Upper Salt Creek Regulatory Study, IDNR-OWR:** Part of a multi-discipline project team performing a Phase I study of the 50-square mile Upper Salt Creek watershed floodplain. Responsibilities included the preparation of over 130 hydraulic structure tables (e.g., culvert crossings, weirs, on-line detention structures, etc.) with the FEQ utility program (FEQUTL) to serve as input for the unsteady flow modeling part of Phase II. Also defined all contributing areas to each FEQ branch and constructed an updated land use table to serve as part of the input file for the HSPF continuous simulation program.

**Ashbury Subdivision, Naperville:** Responsible for preparation of existing-conditions hydrology and hydraulics. Project consisted of first defining the extent of all upstream contributing areas and identifying all existing structures; second, preparing the input data requirements to the SCS TR-20 hydrologic model and the SCS WSP-2 hydraulic model by describing the watershed characteristics through a field reconnaissance and TR-55 methods, and by tabulating the stream cross-sectional data using a topographic map. The purpose of this study was to delineate the floodplain and floodway within the site and determine the existing-conditions associated storage.



**West Branch DuPage River:** Responsible for preparation of the existing conditions HEC-1 hydrologic model and HEC-2 hydraulic model for the upper watershed located within the Villages of Hanover Park and Schaumburg. Special features of the watershed include a 230 acre-feet off-line MWRDGC reservoir, an 1800' long box culvert enclosure of the stream, and several reaches with channel improvements. The purpose of this study was to remap a defined reach of the West Branch DuPage River within the Village of Hanover Park.

### ENGINEERING REVIEW SERVICES

**Permit Review, IDNR-OWR:** Responsible for reviewing permit applications for IDNR-OWR for a 6 month period. Duties included a complete technical review of hydrologic and hydraulic models, documentation of all correspondence regarding the review and the data request letters issued to the applicants, and coordinating members of CBBEL staff to assist in review process. Additional responsibilities included assisting the applicants' engineer to revise their plans, specifications, and hydraulic models to meet the necessary criteria for construction approval within the regulatory floodway.

**City of Naperville:** Responsible for reviewing the stormwater management of proposed projects with respect to the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**Village of Carol Stream:** Responsible for reviewing the stormwater management of proposed projects with respect to the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**City of Prospect Heights:** As a consultant to the City, responsible for reviewing stormwater management aspects of proposed projects and any proposed floodway work as part of IDNR-OWR's delegation program authorizing communities to approve floodway activities meeting the regulations of 92 Illinois Administrative Code Part 708. Also responsible for project review with respect to the City's participation in the National Flood Insurance Program. Construction observation services were provided on an as-needed basis for compliance with floodplain regulations.

### SEDIMENTATION AND EROSION STUDIES

**Maumee River, Allen County, IN:** Responsible for evaluating the sedimentation and deposition potential in a proposed flood control side-channel. The USACE HEC-6 Scour and Deposition model was used by taking the inflow hydrographs from the NWS DWOPER unsteady flow model and using a modified HEC-2 input deck to evaluate the potential for increased sedimentation as a result of the project. Data input included preparing the gradation of material in the stream bed from particle size distributions of bottom sediment samples (sampling done by others), defining the reflowing sediment load using Tofaletti's bed load function, & establishing a downstream operating rule.

### IDNR-OWR FLOODWAY CONSTRUCTION PERMIT APPLICATIONS AND FEMA LOMRS

**Buffalo Creek Physical Map Revision through Wheeling, Cook County:** Project Manager. In 2002, CBBEL remapped the floodplain and floodway for Buffalo Creek (aka, Wheeling Drainage Ditch) through the entire Village due to the then just

completed William Rogers Memorial Diversion Channel. The design and permitting of the Diversion Channel was completed by a different consultant. The IDNR-OWR was in the process of developing updated modeling as part of the Phase II Des Plaines River Feasibility Study. CBBEL obtained the IDNR-OWR hydrologic and hydraulic models and updated them with the as-built diversion channel physical data (channel cross sections, culvert crossing, and diversion weir). The study area for this LOMR request (which FEMA made into a Physical Map Revision due to its large area of impact) extends from the mouths of Buffalo Creek (aka Wheeling Drainage Ditch) and the Diversion Channel at the Des Plaines River up to corporate limits of the Village of Wheeling near the Horcher Farm. The floodway was mapped based on a conveyance floodway, as CBBEL assisted in developing an agreement between the Village and the State allowing this type of floodway because the Village agreed to enforce compensatory storage within the floodplain.

**Klein Creek Study, Carol Stream:** Responsible for preparation of the existing and proposed conditions alternative analyses hydrology and hydraulics of the headwaters of Klein Creek watershed. Project consisted of: subdividing the approx. 3.5 square miles of contributing area into 19 subbasins and computing the associated hydrologic parameters; identifying all existing structures and computing the corresponding stage-storage-discharge relationship for each; coupling the SCS TR-20 hydrologic model and the USACE HEC-2 hydraulic model in an iterative procedure to produce a baseline condition; and evaluating alternative designs for the project site. At the request of DuPage County and the Village, several designs for an on-line stormwater reservoir were modeled using both the time distribution of point rainfall and the time distribution of areal mean rainfall in Huff third-quartile storms. After the approval and recommendation of one of the designs by Village and County staff, a complete joint permit application to USACE, IDNR-OWR and IEPA was prepared and submitted, and a LOMR request was submitted to FEMA.

**Squaw Creek, Round Lake Park:** Sized proposed lakes within the project reach on the overbanks of Squaw Creek to accommodate compensatory/detention storage requirements. Determined the floodplain/floodway boundaries within the project site and prepared a permit application report for IDNR-OWR.

**Seavey Drainage Ditch, Vernon Hills:** Junior Engineer for the design of channel modifications. Assisted the senior hydraulic engineer in containing the floodway within the channel. Also designed a weir structure to back-up water in order to meet storage requirements, and prepared the report for an IDNR-OWR permit application.

**Tributary D West Branch Salt Creek, Elk Grove Village:** Responsible for managing a hydraulic analysis to update the FEMA maps through an entire tributary within Elk Grove Village. Prepared the FEMA MT-1 and MT-2 forms necessary for both a LOMR and LOMA.



**Tributary A West Branch Salt Creek, Hoffman Estates:**

Reviewed and modified the regulatory WSP-2 and FLOODWAY models for Tributary A to determine the impacts of removing and/or replacing 4 restrictive culvert crossings. After adding additional cross-sections to the regulatory models and evaluating several culvert designs, the recommended and approved alternative was to replace 3 culverts and remove 1. A report was prepared for an IDNR-OWR permit application and the permit was issued within 4 weeks of submittal.

**Long Run, Will County:** Responsible for sizing a proposed 100' span bridge structure across Long Run and a proposed double-celled reinforced-concrete-box-culvert crossing for a tributary to Long Run. Worked with wetland specialist to design an overbank wetland habitat within the property site to provide compensatory/detention storage requirements, and prepared the report for an IDNR-OWR permit application.

**EXPERT WITNESS**

**Clara Ray Farm, Naperville:** Provided testimony through a deposition regarding flooding for a site that now serves as part of a flood control project for the City of Naperville.



# THOMAS BURKE, PHD, PE, D.WRE, CFM, CPESC, CPSWQ

Vice President, Head, Water Resources Department

Professional Engineer experienced in civil and water resources engineering. Responsible for water resources engineering project, design, and reviews, including land use characterization, watershed and floodplain/floodway delineation, steady and unsteady river hydraulics analysis, stormwater management, feasibility studies, and development of countywide ordinances. Head of Water Resources Department, responsible for 24 water resources engineers performing technical analysis and design. Projects include developing hydrologic and hydraulic models, establishing floodplain and floodway limits, evaluating proposed modifications, stormwater management design for commercial, industrial, and residential development, obtaining permits through municipal, county, state and federal agencies and Letters of Map Change. Served as an expert witness for cases involving stormwater management in Illinois and Indiana. Stormwater consultant for the Lake County Surveyor's Office and Lake County Drainage Board in Indiana. Oversee the stormwater reviews for several communities in the Chicagoland area and northwest Indiana.

## WATERSHED PLANNING STUDIES

**Upper Salt Creek FEQ Study, DuPage County:** Performed hydraulic analysis using FEQ unsteady-state model for a comparison study with HEC-2 steady-state model.

**Flagg Creek Watershed Plan, DuPage County:** Performed hydraulic analysis using FEQ unsteady-state model, economic analysis of damages from historical events and assisted in the preparation of a watershed plan.

**Addison Creek Watershed Plan, DuPage County:** Performed hydraulic analysis using HEC-2 steady state model, economic analysis of damages from design storm event and preparing a watershed plan which allows the Village of Bensenville to plan and obtain funding for regional stormwater projects.

**Upper Des Plaines River Tributaries, DuPage County:** Completed a Watershed Study for Willow-Higgins Creek and Bensenville Ditch as they relate to the City of Chicago O'Hare International Airport Modernization Program. The plan allows for the future development to meet the intent of the DuPage County Stormwater and Flood Plain Ordinance by reducing peak discharges leaving the airport property and identifies known flooding problems in the watershed.

**Downers Grove Downtown Redevelopment Watershed Plan, DuPage County:** Completed a special watershed study of St. Joseph's Creek to allow the downtown area to develop without having to provide detention on each site and meeting the intent of the Ordinance by improving the watershed. The plan also provides the supporting calculations and documentation for the fee-in-lieu of detention value.

## SPECIAL STUDIES

**Winnetka Flood Risk Reduction Study:** Performed a flood risk reduction analysis based on the flooding from the September 2008 event. The purpose of the study was to evaluate the existing storm sewer systems for the 2-, 5-, and 10-year design events, establish causes for the flooding and provide improvement plans to reduce the risk of future flooding. There were 5 study areas identified through a series of public meetings and flood damage questionnaires. Causes of flooding were identified and conceptual improvement plans, along with estimated costs, were prepared. The study was then expanded to cover 3 additional areas and include evaluation of protection up to the 100-year design storm event following significant flooding in July 2010.

**Elmhurst Comprehensive Flood Plan:** Completed an overall study of 10 areas that significantly flooded during the July 2010 storm event. After analyzing the existing conditions, proposed solutions were provided to reduce the risk of future flooding. Hydrologic and hydraulic modeling were used in the evaluation of alternatives. Cost estimates were determined for each solution. We also reviewed the current stormwater practices and made recommended improvements. Several presentations were made to the City and many meetings with a citizen task force were held.

**St. Margaret Mercy Healthcare Centers, Inc., Dyer, IN:** Hart Ditch overtopped its banks, causing significant overbank flooding through the Town of Dyer and substantial flood damage to the hospital campus. CBBEL was retained to evaluate the cause of the flooding and prevent future flooding. A flood protection barrier was proposed. CBBEL developed a hydrologic model for the Plum Creek/Hart Ditch Watershed and calibrated to August 2007 storm event using measured rainfall data; developed an unsteady HEC-RAS hydraulic model to determine benefits of flood storage, a summary report and creation of temporary and permanent flood protection for the campus. This information was used for further development of flood storage needed.

**YEARS EXPERIENCE:** 25  
**YEARS WITH CBBEL:** 20

## EDUCATION

Doctor of Philosophy, 1996  
Civil Engineering  
Purdue University

Master of Science, 1992  
Civil Engineering  
Purdue University

Bachelor of Science, 1991  
Civil Engineering  
Northwestern University

## PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.052048, 1998

Professional Engineer, IA,  
17060, 2004

Professional Engineer, IN,  
10708209, 2007

Professional Engineer, MI,  
6201062525

## CERTIFICATIONS

Diplomate Water Resources  
Engineer (D.WRE)

Certified Floodplain Manager  
IAFSM

Certified Professional in  
Erosion and Sediment Control

Certified Professional in  
Stormwater Quality,  
Envirocert International

Kane County-  
Engineer Review Specialist

## AWARDS

Young Civil Engineer of the  
Year, ASCE-IL Section, 2000

Edmund Friedman Young  
Engineer Award for  
Professional Achievement,  
ASCE, 2001

Charles Ellet Award, Western  
Society of Engineers, 2001

Chi Epsilon Chapter Honor  
Member, Purdue University,  
2001



**Economic Impact Study, MWRDGC:** Managed an engineering analysis and report, in support of the Economic Impact Study, to evaluate the site impacts and corresponding stormwater infrastructure costs associated with implementing the Draft Watershed Management Ordinance. The report was provided to an economic consultant to assist in the preparation of the Economic Impact Study conducted by MWRDGC.

**Orland Park Flood Risk Reduction Assessment:** As the result of significant flooding in the Village from a severe rainstorm on July 27, 2003, CBBEL performed a flood risk reduction analysis. The primary goal at the study was to determine the extent and cause of flood damage throughout the Village. There were 21 study areas identified within the Village and conceptual estimates of construction costs were prepared for possible solutions. A flood damage questionnaire was distributed throughout the Village and multiple neighborhood meetings were held.

**Orland Park Stormwater Management Plan:** Utilizing the analysis prepared in the Orland Park Flood Risk Reduction Assessment, CBBEL prepared a stormwater management plan for the Village which addressed implementing specific drainage improvements in 16 of the 21 study areas. The plan varied from construction of new storm sewers to increasing storage capacity to modifying overland flow routes.

**Wood Dale – Itasca Spillway:** Design and analysis of a spillway diverting large flows into a reservoir. Performed wave run-up calculations for permitting and hydraulic analysis using FEQ unsteady-state model to analyze the economic benefit of many scenarios. Project includes the optimization of four gate setting for diverting flow from Salt Creek into a large pump-evacuated reservoir. Used economic data to determine project benefits for State funding.

**Lincoln Park Zoo, Chicago:** Part of a consulting team renovating the South Pond area that will inspire lifelong environmental stewardship for Chicago area students, families, and community members. CBBEL worked on the design to enhance the pond by improving the water quality by replacing surrounding asphalt paths with native vegetated edges, introduce interactive elements along the pond, add a boardwalk through the pond, restore and protect the island in the pond and improve the surrounding landscape.

**Morton Arboretum Main Parking Lot Design, Lisle:** CBBEL incorporated BMPs into the design of their 6-acre Main Parking Lot. The Main Parking Lot is located in the floodplain of the East Branch of the DuPage River, and stormwater runoff from the parking lot will drain to Meadow Lake. The design of the Main Parking Lot included the following BMPs: Wetland Sedimentation Basin, Porous Pavement, Depressed Medians, and Subsurface Stormwater Storage. Following the completion of the project a study comparing the results of runoff volume from the Main Parking Lot with the runoff volume from the staff parking lot (typical impervious coverage) was performed to demonstrate the reduction of runoff using BMPs.

## ORDINANCE DEVELOPMENT

**Technical Guidance Manual for the Watershed Management Ordinance, MWRDGC, Cook County (2014):** Project Lead responsible for the development of the TGM to accompany the

WMO, in collaboration with MWRDGC. The project involved the creation of technical guidance for stormwater management, floodplain/floodway, riparian environment, and wetland submittals under the WMO, and also included the development of all permit forms, checklists, template hydrologic models and other resources. Additionally, the project also involved numerous public training seminars that covered the WMO, TGM, and HEC-HMS hydrologic modeling.

**DuPage County Stormwater Ordinance (2012):** Worked on complete overhaul of the County Stormwater Ordinance to reflect the current and future development conditions. The revised ordinance was developed with input from the Steering Committee made up of municipal engineers and County staff.

**Kane County Stormwater Ordinance (2001):** Worked for the Kane County Department of Environmental Management to produce an ordinance that reflects the Kane County Stormwater Master Plan and the appropriate stormwater criteria. Assisted in the writing, research and presentations of the Ordinance.

**Kane County Technical Manual (2001):** Responsible for the development of a manual that is used as a supplement to the new Ordinance. The manual includes example calculations and standard forms that will be used in every stormwater submittal and example plans to assist the design engineer in preparing a submittal.

## State of Indiana:

Town of Dyer Stormwater Management Ordinance (2012)  
Town of Dyer Stormwater Quality Management Plan (2012)  
Lake County, Indiana Stormwater Management and Clean Water Regulations Ordinance (2006)

## ENGINEERING REVIEW

**Village of Orland Park (2004-present):** As a consultant to Village Engineering and Public Works Departments, CBBEL is providing engineering project review services. The reviews range from single family lots to 70 lot residential developments. We have been involved with the conceptual meetings through final engineering review.

**Lake County, IN (1996-present):** Consultant to Lake County Surveyor's Office, responsible for reviewing stormwater management of proposed projects with respect to the Lake County Drainage Ordinance. Attend monthly Drainage Board meeting to assist Lake County Surveyor with proposed projects and public comments.

**Town of Dyer, IN (2008-present):** Consultant to Town's Storm Water Board working on various drainage problems. CBBEL has completed studies on over 10 different areas ranging from a subdivision problem to sizing a regional flood control facility. Designed Phase 2 of the Beren's-Monaldi flood control wall protecting hundreds of residents from overbank flooding. Initiated and coordinated the installation of a stream gage and rain gage in Plum Creek Watershed in conjunction with the USGS. Developed an early warning system utilizing the gages and predicted rainfall to forecast flooding and provide the Town sufficient time to prepare and respond.



**Village of Northbrook (2001-present):** As a consultant to Village Engineer, review the stormwater management of selected projects with respect to the Village Ordinance. Make recommendations for stormwater improvements utilizing BMPs.

**Village of Downers Grove (2001-2008):** Responsible for reviewing the stormwater management of proposed projects with respect to the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**Lake County Stormwater Management Commission (2001-2002):** As a consultant to SMC, responsible for the coordination and review of stormwater management permit applications requiring base flood evaluation determinations, stormwater detention, roadway projects and wetland hydrology criteria. CBBEL reviewed over 30 permit submittals always meeting a two week turnaround requirement.

**City of Northlake:** As a consultant to City Engineer, review the stormwater management of selected projects with respect to the City Ordinance. Make recommendations for stormwater improvements utilizing BMPs.

### HYDROLOGIC AND HYDRAULIC STUDIES

Completed hundreds of hydrologic and hydraulic studies that range from permitting a mulch path with two pedestrian bridges, to preparing a Hydraulic Report for a bridge over the North Branch of the Chicago River, to preparing an XP-SWMM analysis of a several hundred acre area, to sizing multiple detention basins for a large development. Many of the hydrologic and hydraulic studies have led to flood reduction studies and implementation of construction projects.

### LETTER OF MAP CHANGE STUDIES

Obtained many Letters of Map Change including Conditional Letter of Map Revision, Conditional Letter of Map Revision Based on Fill, Letter of Map Amendment, Letter of Map Revision and Letter of Map Revision Based on Fill. The LOMC have been obtained for various waterways in Northern IL and Northwest IN.

### PERMITS OBTAINED

Applied for and received over 100 permits including IDNR-Floodway Construction, IDNR-Certification of Flows, and IDNR-Base Flood Elevations. Aside from IDNR and FEMA, agencies permits have been received from include: Indiana DNR-Division of Water, MWRD, Cook County Building and Zoning, DuPage County Stormwater Department, LCSMC, Will County Land Use Dept, Kane County Dept of Environment, DuDOT, IDOT, City of Chicago Dept of Water Management, McHenry County Water Resources, other counties and many municipalities.

### PROFESSIONAL DEVELOPMENT

**Seminars Taught:** HEC-HMS. Instructor for National ASCE teaching the course throughout the US, 2003-present; Introduction to Hydrology and Hydraulics. Teach one to two times a semester to students at Purdue University enrolled in CE290, 2004-present; Naturalizing Detention Basins Using BMP's. Presentation for the Conservation Foundation and DuPage County DEC at the Stormwater BMP's for Communities workshop 2004; Selected to attend a Legislative Fly-In Session sponsored by ASCE in Washington, DC, 2004, to train & meet with members of the Congress & Senate regarding legislation

affecting Civil Engineering; Stormwater Drainage Computer Workshops: TR-20, TR-55, HY-8 and Stormwater Drainage Disk; seven one-day courses taught in Columbus, Evansville, Muncie and South Bend, IN 1996; TR-55 Workshop, Purdue University - Calumet Campus, Sponsored by Lake County Surveyors and HERPICC 1993; WSPRO (HY-7) Workshop, Future Now - Computer Store, Sponsored by Indiana Association of County Engineers and HERPICC 1993; Stormwater Drainage Conference, Purdue University, West Lafayette, IN 1992-present; Teaching Assistant for seven different upper-level undergraduate and graduate courses at Purdue University 1992-1996; Assisted Christopher Burke in teaching graduate level course, CME 427-Engineering Hydrology, at University of Illinois at Chicago, Fall 2001-2014; Assisted Christopher Burke in teaching undergraduate level course, CME 215-Hydraulics and Hydrology, at University of Illinois at Chicago, Fall 2002-2014.

### PUBLICATIONS

Assigning Weights to Precipitation Stations, Water Resources Engineering, Volume 1, pages 810-814, 1995 by ASCE (TT Burke and AR Rao); Manual for HERPICC Stormwater Drainage Disk, Highway Extension Research Projects for Indiana Counties and Cities, School of Civil Engineering, Purdue University, page 54, 1995 (TT Burke, D Bhattacharya and AR Rao); Short Time Increment Characteristics of Indiana Rainfall, 1995 Annual Meeting, by ASCE Central Branch (AR Rao, TT Burke and DJ Schuller); Simulation in Hydraulics and Hydrology, Chapter 36, The Civil Engineering Handbook, pages 1139-1156, 2003 by CRC Press (AR Rao, CB Burke and TT Burke); Spatial and Temporal Characteristics of Palmer's Drought Severity Index, ASCE North American Water and Environment Congress, 1996 (TT Burke and AR Rao); Stormwater Drainage Manual, Purdue Research Foundation, West Lafayette, IN, Revised 2008 (CB Burke and TT Burke); Syntheses Study on the Use of Concrete Recycled from Pavements and Building Rubble in the Indiana Highway System, Technical Report, FHWA/IN/JHRP-92/15, page 117, 1992 (TT Burke, MD Cohen, CF Scholar); Urban Drainage, Chapter 31, The Civil Engineering Handbook, pages 1034-1049, 2003 by CRC Press (AR Rao, CB Burke and TT Burke).

### PROFESSIONAL AFFILIATIONS

American Geophysical Union; American Society of Civil Engineers: Past-President of Illinois Section, Region 3 Governor, Environment and Water Resources Institute: Statistical Distribution in Hydrology Task Committee; Illinois Association for Floodplain and Stormwater Management: Certified Floodplain Manager; Illinois Society of Professional Engineers; International Water Resources Association; Irish Engineers and Contractors; Northbrook Hockey League: League President, 2012-current; Travel Director 2010-2012. Organized and directed over 80-team tournament over Thanksgiving (2009-2015); Northbrook Stormwater Commission: Serving on the Village Commission since 1998. Chair of Stormwater Commission since 2014; The Alliance for Character In Education Board of Directors: Served on the Board from 2003-2008 representing The Willows Academy and Northridge Preparatory School; Northbrook Park District: Coach for Youth Soccer (2006) and Flag Football (2012).



Professional Engineer experienced in all aspects of water resources. Currently serving as Chairman of the Lake County Technical Advisory Committee. This committee reviews and makes recommendations on revisions to the Lake County Watershed Development Ordinance and Technical Reference Manual. Project Manager for golf course projects, including Master Plan assistance, engineering plans, drainage improvements and permitting. Provides supervision and QA/QC for activities performed in the water resources department including hydrologic and hydraulic studies, stormwater management studies, design of water resources systems, IDNR-OWR Floodway Construction and Dam Permit applications, FEMA LOMR, wetland hydrologic analysis, County Stormwater Management permit applications, Lake County Watershed Development permit applications, Will County Special Use Permit for Floodplain development, MWRDGC permit applications and development of construction plans and specifications. Provides drainage review and performs drainage studies for over 50 governmental bodies throughout the six county area.

### **WATERSHED AND STORMWATER MANAGEMENT STUDIES**

**Sewer Separation Evaluation, Forest Park:** Project Manager responsible for directing and providing QA/QC for the hydrologic and hydraulic modeling and conceptual design. The Village is served by a combination of combined sewers supplemented by relief storm sewers within 680 acres. An XP-SWMM was prepared to simulate the existing system and study alternatives to reduce basement and street flooding. Various alternative separation plans were developed for 3 distinct drainage areas. Alternatives were developed with purpose of laying out a long term phasing plan. Alternatives also evaluate the use of existing large diameter outlet combined sewers being converted to storm sewers and outletting to the Des Plaines River. Conceptual construction costs were developed and power point presentation made to Village Board and public.

**Schaumburg Convention Center Revised Stormwater Management Plan:** Project Manager responsible for development of a revised stormwater management plan. The revised plan included deepening an existing dry basin, raising the High Water Level for 6 of the basins and lowering the Normal Water Level for 2 of the wet bottom basins. Control structure also was modified to obtain the allowable release rate. A new 36" storm sewer was required to convey the stormwater flow that previously sheet flowed to the southernmost basin to the other basins. In addition, permeable pavers were installed to satisfy newly required volume control. CBBEL prepared engineering plans and obtained a Watershed Management Permit from MWRD.

**Northside Stormwater Management, River Forest:** Project Manager for hydrologic and hydraulic modeling, conceptual design and permitting of 280 acre study area. The area is served by small diameter combined sewers that flow northward to an interceptor sewer located under North Ave. An XP-SWMM model was prepared to simulate the existing system and study alternatives to reduce basement and street flooding. A separation plan was developed that would include the installation of a storm sewer system that would convey storm flow to the Des Plaines River through a new 96" diameter outfall. Permits and/or approvals were obtained from MWRD, IDNR-OWR and USACE.

**Flood Mitigation Plan, Elmwood Park:** Project Manager responsible for hydrologic and hydraulic modeling, conceptual design and permitting. Project consisted of installing separate storm sewers for 250 acres of existing combined sewers. The new storm sewers vary in diameter from 12" to a 3'x12' RCBC. The new storm sewer system outlets into 14 acre-foot stormwater management basin located in the SE corner of Oak Park Country Club. Two 30" pipes convey lower flow rates directly to the Des Plaines River. Once the 30" pipes have reached capacity, stormwater will flow into the basin. A 150 cfs capacity pump station discharges the stormwater collected in the basin to the Des Plaines River. A concrete stilling basin dissipates the pump discharge energy prior to the flow outletting to the Des Plaines River. The last component is a floodwall along located along the westside of Thatcher Ave which will prevent Des Plaines floodwaters from inundating the neighboring residential community. Permits and/or approvals were obtained from MWRD, IDNR-OWR, USACE, FPDCC, FEMA, IDOT and OPCC.

**I-294 Industrial Park Flood Mitigation, Franklin Park:** Project Manager responsible for developing a regional flood mitigation plan. Elgin O'Hare-West Access expansion is proposed to traverse through the Village parallel to the UPRR. As part of expansion, a complete stormwater analysis of existing industrial area was performed to determine what measures could be taken to reduce flooding. This study evaluated the existing drainage system, established causes of flooding and recommended improvements to reduce the risk of future flooding.

**YEARS EXPERIENCE:** 37  
**YEARS WITH CBBEL:** 29

### **EDUCATION**

Bachelor of Science, 1979  
Civil Engineering  
University of Illinois at  
Urbana-Champaign

### **PROFESSIONAL REGISTRATION**

Professional Engineer, IL,  
062.041769, 1984

### **CERTIFICATIONS**

Certified Floodplain Manager  
IAFSM

Private Pilot, Single Engine  
Land, Instrument Airplane

### **PROFESSIONAL DEVELOPMENT**

Ethics in City Government,  
Ethics Training for  
CDA/OMP Contractors,  
Vendors and Employees

Hydrologic Engineering  
Center: Interior Drainage  
Course, Flood Control  
Channels, Unsteady  
Flow Course, Waterways  
Experiment Station

### **PROFESSIONAL AFFILIATIONS**

American Council of  
Engineering Companies

American Society of  
Civil Engineers

Association of State  
Floodplain Managers

Illinois Association for  
Floodplain and Stormwater  
Management

Society of American  
Military Engineers



Additionally, study was performed to complement the drainage study prepared for the EOWA and to compute detention storage volume requirements and locate areas to provide this storage volume. Permits were obtained from various agencies including IDOT, UPRR, USACE, IDNR-OWR, EPA and MWRD.

**Storm Event Evaluation, Clarendon Hills, DuPage County:** Project Manager. During April 17-18, 2013, the Village received approx. 6" of rainfall in 18 hours. CBBEL participated in a public meeting explaining how the existing drainage system works and collecting information about the flooding that occurred during this storm event. A flooding questionnaire was distributed by Village to impacted residents. CBBEL surveyed high water marks and performed a preliminary investigation of flood causes and potential flood reduction improvements. A summary report was presented. The next step is to perform a detailed study of existing drainage system and potential flood reduction improvements to determine the benefits and costs.

**Addison Creek Reservoir Preliminary Engineering, Melrose Park, MWRDGC:** Project Manager responsible for managing preparation of preliminary engineering plans for a 960 acre-foot off-line flood control reservoir. Project components included a diversion structure, spillway, excavated reservoir and dewatering pump station. The project also included channel improvements and existing pump station upgrades. Services included soil borings, field survey, Phase I environmental study, wetland assessment, storm sewer modeling, hydraulic analysis of diversion structure and spillway, geotechnical analysis, structural engineering, hydrologic and hydraulic modeling, alternative analysis, and preliminary engineering drawings.

**Lower Des Plaines River Detailed Watershed Plan, MWRDGC:** Project Manager for this study which involved the development of a detailed watershed plan for the entire Des Plaines River watershed including tributaries. The study included the collection of problem area information from various affected municipalities, development and/or updating of all hydrologic and hydraulic models, development and evaluation of flood reduction measures and preparation of detailed watershed plan. Phase A which included data collection and problem area evaluation was completed. The study will be completed in Phase B with the publishing of Detailed Watershed Plan Report.

**Farm View Pump Station and Storm Sewer, Homer Glen:** A natural depression adjacent to Farm View subdivision was filling within stormwater runoff resulting in inundation of rear yards of adjacent homes. Historically, the depression would dewater through a clay field tile. The field tiled failed causing depression to remain filled for extended periods of time. CBBEL developed a plan to improve the situation which included the installation of pump station and new outlet storm sewer. The pump station will drain the depression into the new outlet storm sewer which conveys flows downstream into a watercourse. CBBEL prepared the engineering plans and specifications.

**Niagara Avenue Drainage Study, Schaumburg:** The area is drained by a roadside ditch that flows into a 1,800 LF 42" storm sewer. During a storm event, the storm sewer reached capacity resulting in overland flow between homes and ditch overflowing into adjacent residential yards. CBBEL evaluated the drainage problem and recommended flood reduction measures. Used

XP-SWMM to analyze the existing conditions using the recorded rainfall data. The calibrated XP-SWMM was then used to assess the benefits of alternative remedial measures. Recommended plan consisted of excavation of an existing park to provide stormwater storage and installation of an additional outlet storm sewer to improvement conveyance capacity.

**CITGO Refinery Parking Lot and Roadway Improvements, Romeoville:** A temporary gravel parking lot and bus roadway were installed within a Zone A floodplain. In addition to parking lot, Village requested that CITGO install a new access road, improve 135th St with turn lanes, and install a traffic signal at the intersection. The access road would also be used to service a future Metra Commuter Station parking lot. CBBEL prepared a floodplain study for a tributary to the I&M Canal that flows east to west through the parking lot which is located south of 135th St. A field survey was completed to obtain watercourse cross-sections and parameters of various existing culverts. A hydrologic model was developed for the watershed and 10- and 100-year peak flow rates were determined. A hydraulic model was developed to produce the 10- and 100-year flood profiles through the project site. Preliminary and final engineering plans were prepared for the various improvements and permit applications to the Village.

**Regional Stormwater Management Facility, Bolingbrook:** Project Manager for Phase II design of the facility along Lily Cache Creek. Using the Lily Cache Creek hydrologic and hydraulic models developed by FEMA, CBBEL developed a preliminary plan for several stormwater management basins that would provide detention and floodplain storage for future development of tributary properties. Construction of the basins would also produce a beneficial lowering of Lily Cache Creek 100-year profile through the study area. CBBEL prepared various documents showing the cost and distribution benefits to each tributary property. CBBEL also prepared the Joint Permit Application and FEMA CLOMR and LOMR requests.

**Stormwater Master Plan Study Update, Des Plaines:** Project Manager. Based on an intense short duration storm, the City identified 13 areas that the updated study would evaluate. A flood damage questionnaire was prepared and sent to study area homeowners. Additional information was gathered during 8 ward meetings. Hydrologic and hydraulic modeling was performed to evaluate the capacities of combined storm sewer systems and existing/proposed detention storage facilities and overland flow routes. The results were compared to observe high water elevations and flood information received from City staff, flood damage questionnaires and neighborhood meetings. Various alternatives to mitigate the flooding were developed and evaluated. A final report was prepared summarizing the study and included a recommended plan, opinions of probable costs, and implementation schedule.

**Downtown Watershed Plan, Roselle:** Project Manager for the development of watershed plan for proposed redevelopment of downtown district. Stormwater management is a required component so the Village created a unique solution that also fulfilled another important community need.



Parkside Park was a 5.5-acre recreational area under jurisdiction of Roselle Park District and in need of upgrading. The Village was able to lower the Park's elevation to provide 6.5 acre-feet of stormwater management storage needed for the entire downtown redevelopment. In return, the Village agreed to upgrade the existing baseball facilities and assist the Park District in the creation of a new skate park. CBBEL used the unsteady-state XP-SWMM model to analyze the 65-acre watershed for existing and proposed drainage conditions. The model was used to size the storm sewer needed to convey the 100-year discharge from redeveloped area to Parkside Park. In order to create the required stormwater management storage, existing park elevations were lowered an average of 2-4'.

#### **Park Avenue Detention Basin Improvement, Clarendon Hills:**

Project Manager on this improvement project consisting of conversion of existing dry detention basin located within the headwaters of Flagg Creek to a multi-use facility. The basin was re-graded to provide a sports field area. Underdrains and a special turf/sand surface were provided to allow drainage of the field area after a rainfall event or after it has been inundated with detention basin water. The deeper portion of excavated basin was planted with native plants which promote filtration of the stored stormwater. A new pump station was constructed that dewater the basin to an existing storm sewer. CBBEL prepared concept, preliminary and final engineering plans and presented the plan to Village Board, Park District Board, and residents. CBBEL also prepared stormwater management permit application along with XP-SWMM hydrologic and hydraulic analysis, as well as provided construction observation services.

**Northwest Drainage Study, Roselle:** Project Manager. Two to five times per year an existing detention basin becomes filled during a storm event. Once full stormwater overflows into surrounding residential areas and streets. CBBEL prepared a detailed hydrologic model of the watershed to define existing detention basin High Water Level for various storm events. Alternatives for increasing the available stormwater storage in watershed were developed and evaluated with hydrologic model. Opinions of Probable Cost were developed for each studied alternative. A report was prepared documenting the study.

#### **Timbers Edge Subdivision Stormwater Management Study, Tinley Park:**

Project Manager to determine the cause(s) of flooding and develop a recommended improvement plan. CBBEL selected the dynamic XP-SWMM hydrologic and hydraulic model to simulate the subdivision's complex stormwater runoff routing which included both storm sewers and overland flow routes located between existing homes. The model was prepared using a combination of record plans and new field surveys. A public meeting was held with affected residences to present the cause(s) and obtain input on possible flood mitigation measures. CBBEL developed various flood mitigation measures that were evaluated with XP-SWMM model and Opinions of Probable Cost for recommended plan. A report was prepared documenting the study as well as construction documents.

**Orland Park Stormwater Management Study:** Project Manager. Homes and streets became inundated when 2 regional detention facilities were filled. CBBEL staff developed detailed hydrologic and hydraulic models of the facilities

and their tributary watershed. The models were calibrated using high water marks from the storm event. The calibrated models assisted in determining cause of flooding. Various flood mitigation improvements were developed and evaluated; based on results a recommended plan was prepared along with Opinion of Probable Cost.

#### **Schaumburg Convention Center Preliminary Evaluation:**

CBBEL staff evaluated wetland, floodplain, drainage, and future detention storage requirements of this 46-acre site. Site included a Zone A floodplain that CBBEL prepared hydrologic and hydraulic models to define the 100-year storm event flood elevation. Areas where compensatory storage excavation could be accommodated were outlined. Various ways of providing required detention storage were evaluated and presented. For each alternative, construction costs were developed. CBBEL's wetland specialist determined that 11.77 acres of wetland were within the site. Based on the Supreme Court's SWANCC ruling, CBBEL requested that USACE issue a "non-jurisdictional" determination since the on-site wetlands were isolated. USACE agreed with CBBEL's request and issued determination letter.

**Willow-Higgins Creek Flood Control, Rosemont:** Planned, designed and permitted the relocation and improvement of 3,100 LF of Willow-Higgins Creek channel. The channel of creek was formed by 12' high precast concrete floodwalls. Also included was a 4 celled 9'x9' RCBC which allowed construction of a parking lot for the Health Club. Permits and approvals were obtained from IDNR-OWR, USACE and IEPA. In addition, CLOMR and LOMR were obtained from FEMA to relocate the floodplain. Funding was provided by IDNR-OWR.

**Rand Park Flood Control, Des Plaines:** Under contract with IDNR-OWR, CBBEL prepared design report, preliminary engineering, CLOMR request and joint permit application to IDNR-OWR, USACE and IEPA. Project consisted of a dam/pump station and concrete floodwall. The purpose is to prevent Des Plaines River floodwaters from backing up Farmers Creek and inundating residential and business districts. The floodwall along the Des Plaines River is 2,100' in length; the pump station will have a capacity of 250 cfs and will have motor driven sluice gates. During high flood stages on the Des Plaines River, the gates will close, preventing Des Plaines River floodwaters from inundating Farmers Creek.

**Flood Insurance Study, Hamilton County, IN:** Developed hydraulic models for 13 watercourses in this county north of Indianapolis, IN. The total length of the watercourses modeled (34.7 mi.) were surveyed. The associated floodplains and floodways were delineated for future regulatory purposes.

**Stormwater Master Plans, Portage, IN:** The City has several major rivers that convey watershed runoff through its boundaries. The regulatory hydraulic models for Robbins Ditch and Willow Creek were updated with new field survey data. Results of the models were used to evaluate problem flooding areas and formulate projects to alleviate these problems. The Stormwater Master Plan for correcting the investigated stormwater problems was provided to the City as an outline for future funding needs.



**Plum Grove Road Culvert Replacement, Roselle:** FEQ unsteady flow model was utilized to size and permit a reinforced concrete box culvert replacement for 2 deteriorating corrugated metal pipes. The culvert had to be sized so that no adverse hydraulics occurred upstream and downstream so it would be in compliance with DuPage County Stormwater and Floodplain Ordinance.

**Wood Dale – Itasca Flood Control, IDOT:** Planned, designed, and permitted 1,775 acre-feet of flood control storage for a 130-acre site. Prepared design drawings to meet IDOT requirements for Elgin-O’Hare expressway. Provided a detailed environmental and wetland assessment and preparation of mitigation plans. Total construction cost estimated at \$50 million.

**Flood Insurance Study, Unincorporated Kane County:** Extension of FIS upstream on 7 creeks. Included coordinating channel survey work on over 45 miles of channel.

**Flood Control Study, Oakbrook:** Investigated flood control alternatives for the Oakbrook reach of Salt Creek. Evaluated proposed projects and coordinated the field survey for over 70 channel cross-sections.

**I-294 Tollway Widening, Illinois Tollway:** A drainage study was completed for 13 miles of tollway that was proposed for widening. Scope included hydrologic and hydraulic analyses of detention storage facilities, floodplain encroachment, wetland mitigation, and storm sewer extension and replacement.

**Lake Michigan Diversion Accounting, USACE:** An investigation of flow parameters developed for the Lake Michigan diversion accounting using the HSPF model. Included updating and calibration of the model.

**Canal/Tunnel Modeling, USACE:** Developed unsteady flow computer models for the Chicagoland canal system and Tunnel and Reservoir Plan.

**Kankakee River Sedimentation Study, IN:** Investigated potential impacts to sedimentation from the proposed levee improvements. The investigation was performed with HEC-6 sedimentation computer model.

**Upper Salt Creek Regulatory Floodplain Study, IDOT:** Phase I consisted of data collection for 36 miles of channel, development of software, and compilation of FEQ inputs. Phase II involved the preparation and calibration of detailed HEC-1 and HEC-2 hydrologic and hydraulic models. The calibrated/verified models were used to produce 10-, 50-, 100- and 500-year flood profiles. Revised floodplain/floodway boundaries were delineated and submitted to FEMA in support of a LOMR.

**Lower Salt Creek Study, DCDEC:** Study of 50 square miles including the evaluation of regional flood control alternatives using the FEQ computer model. Included evaluation of several flood mitigation measures espoused by local communities. Also included evaluating the feasibility of using the Elmhurst Quarry for flood control purposes.

**Flood Control Study, Bensenville:** Study of 5 square miles including evaluation of mitigation measures to reduce overbank

flooding damages from Willow and Addison Creeks. Proposed measures included upstream storage, channel improvements and culvert replacement.

**Lily Cache Slough Watershed Study, Will County:** Hydrologic and hydraulic model development to establish floodplain stormwater management and policy options for developing areas. The study was adopted by the Village of Romeoville and FEMA as the regulatory floodplain/floodway.

## AIRPORT PROJECTS

**O’Hare International Airport Modernization Plan, Chicago:** Technical Project Manager for this extensive modernization plan that includes new runways, taxiways, roadways and buildings. As subconsultant to City’s Master Civil Engineer, CBBEL’s role is to develop stormwater management plan and prepare requirements to implement the plan. In order to accommodate the proposed airport facilities, Willow-Higgins Creek and Bensenville Ditch are being relocated and portions enclosed through the airport. CBBEL performed the necessary hydrologic and hydraulic modeling, prepared the IDNR-OWR floodway construction permit application packages and prepared engineering plans for Willow-Higgins Creek improvements. CBBEL performed the Bensenville Ditch hydrologic and hydraulic modeling and prepared the IDNR-OWR floodway construction permit application for the interim and completion phase channel relocation. CBBEL also performed the hydrologic modeling needed to determine the stormwater storage volume required to accommodate the proposed impervious surfaces. XP-SWMM model was used to size proposed trunk storm sewers needed to convey future runoff volume to proposed management basin. The north, south and central stormwater management basins were sized along with the storm sewer network. LDS was performed for the Irving Park relocation.

**Access Road, DuPage County Airport, West Chicago:** A portion of the existing perimeter road located south of Runway 02R/20L threshold needed to be realigned slightly in a SW direction to achieve compliance with FAA regulations. Relocation required placement of a minor amount of fill placed in Kress Creek Tributary 4B floodplain. CBBEL prepared floodplain fill calculations based on provided improvement engineering plans. Compensatory storage was provided in the Kress Creek Regional Flood Control Facility located downstream. CBBEL prepared Stormwater Management Permit application package that was submitted to DuPage County for review and concurrence. DuPage County certification was received and the City issued the Stormwater Management Permit.

**Dam Inspection, DuPage County Airport, West Chicago:** As part of the overall drainage network there are 2 small size Class III low hazard dams. These dams located along a Kress Creek tributary have an earthen embankment with a concrete pipe spillway. Structures were permitted by IDNR-OWR in 1999. The dams require a formal inspection every 5 years, annual Owner’s Maintenance Statement and annual Owner’s Operation and Maintenance Plan Statement. CBBEL completed the formal dam inspection. IDNR-OWR dam inspection forms were compiled and provided to DuPage County Airport Authority for submission to IDNR-OWR.



## GOLF COURSE PROJECTS

### Course #2 Renovation, Medinah Country Club, DuPage

**County:** Project Manager. MCC hired golf course architect Rees Jones to assist superintendent with preparation of a master plan for renovation. CBBEL's role was to develop a drainage improvement plan for the area by the 1st hole, 8th hole and 17th hole. There are low lying areas by these holes that are drained by a 1920's installed clay tile. The clay tile is failing causing long duration inundation of low areas causing existing cart paths to be flooded and grass areas to be killed. CBBEL developed a plan to replace the old clay tile with a new ADS drain pipe system with larger pipes to help prevent debris blockage. Prior to discharging to a small waterway, a control structure will restrict outflows to existing conditions flow rates. Engineering plans were prepared and Stormwater Management Permit obtained from DuPage Co.

**Mount Prospect Golf Club Renovation:** Project Manager. MPPD hired golf course architect Dave Esler to develop a renovation plan. The plan involved rerouting several holes, replacement of all greens and tees, new bent grass for fairways and new cart paths. CBBEL prepared engineering plans for proposed grading, stormwater management basins, access road, wetland mitigation and sediment and erosion control. CBBEL also prepared SWPPP that was submitted to IEPA. MWRD Watershed Management Ordinance required detention basins to be constructed. Within the golf course layout, CBBEL blended 11 dry bottom basins and 1 wet bottom basin. Dry basins are planted with blue grass in order for them to blend into the golf course. Wet bottom basin is also used for a source of irrigation water. Portions are located within the floodplain/floodway of Weller Creek which bisects the property. Some minor filling of the floodplain occurred requiring an area of compensatory storage excavation. Permits and/or approvals were obtained from USACE, IDNR-OWR, MWRD, IEPA and the Village.

**Prairie Landing Golf Club, West Chicago:** Project Manager for bunker renovation project. The golf club is owned by DuPage Airport Authority and located just south of DuPage Airport. DAA hired the course's original golf course architect Robert Trent Jones, Jr. to develop a bunker renovation plan. The plan involved removing bunkers and constructing new bunkers. Tributaries to Kress Creek flow through the golf course resulting in portions being located within the floodplain. CBBEL assisted golf course architect in preparation of plans that are acceptable for permit application. The plans included grading and soil and erosion control. Stormwater Management Permit was obtained from the City and DuPage County.

### New Employee Parking Lot, Butterfield Country Club:

Project Manager. Location of the new 40 space parking lot included detention basin for existing parking lot. Layout of the parking lot required that a portion of existing detention basin to be filled. In order to reduce the amount of new detention storage, the new parking lot was constructed with permeable pavers instead of asphalt. A new detention basin was constructed south of the new parking lot that provided detention storage for asphalt access drive, new sidewalks and for the displaced existing detention storage. New detention basin was vegetative with native grasses and interconnected with the existing detention basin. The voids in the permeable paver gravel base were used to satisfy the Volume Control BMP ordinance requirement. CBBEL prepared engineering plans,

assisted with bidding process and prepared permit applications. CBBEL obtained the Stormwater Management Permit from DuPage County.

### Course #1 Renovation, Medinah Country Club, DuPage

**County:** Project Manager. MCC hired golf course architect, Tom Doak, to prepare a renovation plan. CBBEL's role was to analyze the existing drainage for both Course #1 and Course #2. Based on analysis, CBBEL developed a comprehensive drainage improvement plan that worked with proposed golf course renovation. This drainage plan included new dry storage basins with new drainage pipes which will allow stormwater to be kept away from playable areas. CBBEL prepared engineering plans reflecting the proposed grading and drainage improvements. In addition, streambank stabilization plan was developed for Meacham Creek shoreline that consisted of river boulder toe, flatter bank slopes and vegetation. The last improvement was a new weir/bridge (12'x80') across Meacham Creek by the new 17th hole location. CBBEL prepared a detailed SWPPP as well as permit applications to DuPage County for a stormwater management permit, USACE for a section 404 permit, IDNR-OWR for a dam safety permit, and IEPA for a NPDES Construction permit. All permits/approvals were received.

**Drainage Improvements, Glen View Club:** Project Manager. The 18-hole private Glen View Club has extensive overbank flooding from The North Branch Chicago River. The overbank results in course damage and loss of revenue. CBBEL prepared a comprehensive study to develop and evaluate short and long term drainage improvements. The short term project was 3 large wet wells located in low areas of the course. Superintendent can place portable gas powered pumps on wet wells and pump trapped water back to the river. The long term project consisted of construction of berms to prevent floodwaters from inundating playing areas.

### Meacham Creek Dam Replacement, Medinah Country Club,

**DuPage County:** Project Manager. The purpose of the dam is to create a pond in front of Course #1 18th hole green and to allow golf course access across the creek. Water began seeping under the dam causing the pond to disappear and jeopardizing the dam and bridge structure. CBBEL performed a structural geotechnical evaluation of the dam and determined it needed to be replaced. CBBEL sized the new dam using the Meacham Creek FEQ model, prepared engineering plans and permit applications.

### Course #3 Improvements, Medinah Country Club, DuPage

**County:** In anticipation of 2010 Ryder Cup, MCC completed improvements to their club. One of the major revisions is the reworking of the 15th hole to allow the pro golfers to attempt to drive this par 4. Revisions to the 15th hole included new green and bunkers, new tee and 2 new ponds that are positioned precariously next to the green. The existing area of the 15th hole green and adjacent 16th hole tee has historically been a problem wet area. CBBEL analyzed the existing drainage of the 15th/16th holes area and developed a comprehensive drainage improvement plan that worked in harmony with Rees Jones golf hole improvements.



The original golf improvement plan included one pond; CBBEL expanded this concept by adding an additional pond that increases the famous Course #3 stormwater storage. In addition, the 16th hole tee area was elevated to allow play even during wet periods. CBBEL worked closely with golf course architect in developing grading, drainage and soil erosion control plans for proposed improvements. The engineering plans were used for bidding and permitting. A DuPage County Stormwater Permit was obtained on behalf of MCC. CBBEL also prepared the SWPPP and NOI.

#### **Butterfield Country Club Renovation, DuPage County:**

Assisted the golf course architect (Steve Smyers Golf Course Architects) in developing a Master Plan for future golf course improvements. A streambank stabilization and relocation plan for Ginger Creek was prepared. Proposed improvements are consistent with DuPage County Ginger Creek Watershed Plan. FEQ unsteady flow model was used to evaluate the effectiveness of proposed storage volume. On behalf of Country Club, CBBEL applied for and obtained permits from DuPage Co and USACE.

**Twin Orchard Country Club, Lake County:** Two tributaries to Indian Creek drain the County Club along with 180 acres of offsite drainage area. During significant rainfall events, playing portions of the two 18-hole courses become inundated. CBBEL prepared a Master Stormwater Plan. The plan was coordinated with golf course architect David Esler who redesigned 4 holes. The plan included construction of 12 new stormwater management basins. The bottoms of the basins are planted with either blue grass or native vegetation. In addition, 7 existing ponds were expanded to provide additional stormwater storage. The new basins are designed to store runoff in locations where golf play would not be interrupted. In addition, old clay tiles that drain the fairways were replaced with new plastic pipes. CBBEL prepared engineering plans and obtained approvals and permits from USACE, LCSMC and LCPBD.

**Olympia Fields Country Club, Cook County:** Butterfield Creek flows through the south golf course. Proposed golf course improvements within the regulatory floodway and floodplain required permits. The golf course improvements included new golf cart bridges, relocation of existing golf cart bridges and grading. A joint permit application for proposed improvements was submitted to IDNR-OWR, USACE and IEPA.

#### **Gregg's Landing Development, Vernon Hills, Lake**

**County:** Planned, designed and permitted the 31 basin stormwater management system, 2 culvert crossings, wetland mitigation plan, and compensatory storage area for this 950-acre development. Residential development has an 18-hole championship golf course (White Deer Run) that will also incorporate many of the detention basins.

#### **TAM Golf Course Improvement Plans, Niles Park District:**

The 9-hole golf course is located within The North Branch Chicago River floodplain. Construction plans and specifications were prepared for a pump station and storm sewer, new parking lot, parking lot lighting, and excavation for a compensatory and detention storage facility. Project required permits from IDNR-OWR, USACE, IEPA and MWRDGC.

**Seven Bridges Golf Club, Woodridge, DuPage County:** The East Branch DuPage River, Prentiss Creek and Hobson Creek (Tributary No. 6) flow through the project site. Project consisted of an 18-hole Championship Golf Course, residential subdivision and commercial areas. Five on-line dams were constructed across relocated Prentiss Creek and EBDR. Plans were prepared, a dam permit obtained from IDNR-OWR, and stormwater management plan was developed for the entire development. The created on-line stormwater basins satisfy the project's detention and compensatory storage requirements. CLOMR and LOMR were received from FEMA.

#### **PERMITS OBTAINED**

Applied for and received over 100 permits including IDNR-OWR Floodway Construction and FEMA LOMR.

#### **WETLAND HYDROLOGY STUDIES**

- Baker Lake, FPDCC, Barrington
- Caputo's Fresh Market, Woodridge
- Farmview Subdivision, Will County Land Use Department
- Ferson Creek Wetland Bank, LAWR, Kane County
- Four Colonies Development, RDG, Crystal Lake
- Hanover Park Wetland Bank, Northern Builders
- Heritage Woods Subdivision, Pasquinelli Development Group, West Chicago
- Internationale Centre, Catellus Development, Woodridge
- The Oaks Wetland Bank, LAWR, Joliet
- Windy Point, Fifield Development, Schaumburg
- Woodfield Preserve, Hines, Schaumburg
- Woodland Meadows Subdivision, RDG, Hebron

#### **AWARDS**

APWA Project of the Year, Environment under \$2 million, Parkside Park, Roselle, 2005

APWA Project of the Year, Environmental under \$2 million, West Branch Salt Creek Tributary No. 4 Bank Stabilization, Schaumburg, 1997

Outstanding Planning Achievement Award (Group Award), US Army Corps of Engineers, 1986

Chicagoland Underflow Plan (CUP) Incentive Award, US Army Corps of Engineers, 1984



Water Resources Engineer responsible for water resources engineering project analysis and design. Duties include the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, detention and compensatory storage determination, steady and unsteady hydraulic analyses, and design of conveyance systems.

Computer Skills include: HEC-HMS, HEC-RAS, HEC-2, HY-8, Hydraflow, TR-20, XPSWMM, ArcGIS MicroStation.

**Stormwater Master Plan, Wheeling:** Project Engineer responsible for hydrologic and hydraulic analysis of 11 study areas. Developed two XPSWMM models for critical study areas using advanced 2D hydraulic surface modeling to analyze flooding. Provided assistance to Village in developing new stormwater utility fee. Prepared stormwater master plan report and presentation.

**ComEd Station 13, Crawford:** Project Engineer responsible for proposed stormwater drainage design for new 4-acre substation in Chicago. Successfully obtained stormwater management permit from City of Chicago.

**Comprehensive Sewer Study, Riverside:** Project Engineer responsible for model development and preparation of final project report. Scope included development of an Info SWMM sewer model of the Village of Riverside's entire combined and storm sewer system.

**Addison Creek Drainage Improvements, MWRDGC:** Assisted with the creation and evaluation of an XPSWMM model for existing sewer systems in Melrose Park and Stone Park for purpose of developing alternatives to reduce flooding.

**Chateau Woods Detention Analysis, Dyer, IN:** Used XPSWMM modeling to analyze poorly drained dry-bottom detention pond. Developed several improvement alternatives and demonstrated the benefit of connecting the existing detention outlet pipe to a proposed pump station.

**Elgin-O'Hare West Bypass, IDOT:** Project Engineer. Prepared HEC-HMS hydrologic models and HY-8 hydraulic models to analyze minor waterway crossings as part of the Location Drainage Study. Developed methodology for median ditch design in Microsoft Excel incorporating Rational Method and Manning's Equation to design proposed median ditches along the proposed Elgin O'Hare corridor.

**Smith Ditch Culvert Replacement Project, Crown Point, IN:** Project involved the design of 3 new culvert crossings through the Stillwater Subdivision using HEC-RAS hydraulic modeling software. The previous crossings were installed without permits. A floodway construction permit was obtained from Indiana DNR.

**I-90 Roadway Widening Project, IDOT:** Project Engineer. Performed minor waterway crossing analyses for Tyler Creek West Tributary and Tyler Creek East Tributary culvert crossings under I-90 near Gilberts. Tasks included development of HEC-HMS and HEC-RAS models to analyze existing culverts and develop proposed culvert design. Also determined required compensatory storage and performed detention analysis.

**ComEd Station 16, Waukegan:** Performed multiple engineering tasks for proposed 10-acre ComEd substation pad. Tasks included existing BFE determination through the project site, development of project site grading plan, and storm water conveyance and detention design. Existing BFE determination was approved by LCSMC.

**Amherst Drive Proposed Storm Sewer, Bartlett:** Project involved design of proposed 30" storm to alleviate flooding at Bartlett Rd and Amherst Dr. Proposed sewer discharges to Country Creek in DuPage County. Performed TR-20 and HEC-RAS analysis of Country Creek for existing and proposed conditions to obtain stormwater management permit.

**Plum Creek/Hart Ditch Early Warning System and Flood Forecasting, Lake County Surveyors Office, Dyer, IN:** Created stream gage correlation between two USGS stream gages to predict flooding as part of Master's Thesis Project at Southern Illinois University, Carbondale. Stream gages used for correlation were located at Burrville Rd on Plum Creek and 213th St on Hart Ditch. Converted steady state model of Plum Creek/Hart Ditch to unsteady state model.

**YEARS EXPERIENCE:** 5  
**YEARS WITH CBEL:** 5

#### EDUCATION

Master of Science, 2011  
Civil Engineering  
Southern Illinois  
University, Carbondale

Bachelor of Science, 2009  
Civil Engineering  
Southern Illinois  
University, Carbondale

#### PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.066808, 2014

#### CERTIFICATIONS

Certified Floodplain Manager  
IAFSM, IL-13-00651

Certified Professional in  
Stormwater Quality,  
Envirocert International

#### PROFESSIONAL DEVELOPMENT

CE 370 Fluid Mechanics,  
Laboratory Instructor,  
Southern Illinois University,  
Carbondale, January-May 2011

ENGR 351 Numerical Methods,  
Graduate Assistant, Southern  
Illinois University, Carbondale,  
January-December 2010

#### PUBLICATIONS

"Use of Unsteady Modeling  
to Predict Flooding by  
Correlating Stream Gages:  
A Case Study", Burke, M;  
(Master's Thesis); 2011.

#### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers, Illinois Section of  
EE&WR Technical Group

Illinois Association for  
Floodplain and Stormwater  
Management



Calibrated model to accurately simulate maximum stage heights at each gage for a particular storm event. Simulated 40 large storm events using unsteady model to create correlation between the two gages. Stream gage correlation is currently used to predict flooding in downstream Dyer during large storm events.

**Lower Des Plaines River Detailed Watershed Plan, MWRDGC, Cook County:** Project involved complete hydrologic and hydraulic analysis. Collected data within the watershed for modeling purposes. Delineated inundation areas throughout the watershed to represent benefits provided by proposed improvements recommended in the study.

**Flood Reduction Assessment (25-, 50-, and 100-year), Winnetka:** Project Engineer responsibilities included XPSWMM modeling, exhibit and presentation preparation. Project included a Village-wide drainage study in response to the July 2011 flood. Improvements were recommended for 3 levels of flood protection from the 25-, 50-, and 100-year storm events.



Senior Water Resources Engineer responsible for water resources engineering project analysis and design. Duties include performing the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, detention and compensatory storage determination, steady state and unsteady state hydraulic analyses, and design of conveyance systems. Has prepared, submitted, and obtained IDNR floodway construction permits, dam safety permits, and FEMA LOMR, LOMR-Fs, and LOMA. Storm Sewerage Permits have been obtained from MWRDGC and Stormwater Permits from DuPage County Department of Economic and Development Planning. Has performed reviews for the communities of Addison, Carol Stream, Huntley, Inverness, Naperville, Orland Park, Prospect Heights, Rolling Meadows, Shorewood, and Wheeling.

Computer modeling skills include: HEC-1, HEC-HMS, and TR-20 hydrologic models; WSP-2, HEC-2, HEC-RAS steady state hydraulic models; Hydraflow, EPA SWMM and XP-SWMM storm sewer models; HY-8 culvert design; FEQ and HEC-RAS unsteady models; and HEC-GeoRAS and ArcMap.

**Route 53 Pump Station and Terrace View Pond, Lombard:** Project Engineer responsible for the hydrologic and hydraulic analysis of the watershed. Used XP-SWMM sewer model to identify existing sewer capacity and flood prone areas. Developed and evaluated alternatives to provide additional flood storage by improving the Terrace View Pond and provide storm sewer improvements to reduce flooding in the surrounding areas. The analysis was also used to determine a new pump rate for the upgraded Route 53 Pump Station.

**Combined Sewer Modeling, Elmwood Park:** Project Engineer responsible for development of the XP-SWMM sewer model to evaluate the existing combined sewer. Proposed a flood reduction project to reduce flooding within the Westwood Subdivision and various other areas within the Village. Includes the separation of 250 acres of Village area that is currently drained by combined sewers and will provide relief to MWRDGC North Avenue interceptor. New storm sewer system will discharge to Golf Course Tributary.

**Combined Sewer Modeling, Lombard:** Project Engineer responsible for XP-SWMM hydraulic modeling preparation and calibration. Identified Combined Sewer Overflows within the watershed and developed both an interim and a future sewer separation plan. Completed analysis of 2 areas of the Village's storm and combined sewer system encompassing approx. 2,600 acres. Runoff from these areas is conveyed to various sewer treatment facilities, until those systems reach capacity and overflow to the East Branch DuPage River. The purpose of the project was to determine the existing system capacities and frequencies of combined sewer overflow events, with the goal of developing a sewer separation plan that reduces the frequency of CSO's.

**Irving Park Road Relocation Location Drainage Study, Bensenville and Chicago:** Project Engineer responsible for preparation of LDS. Responsibilities included assembly of existing drainage plan outlining drainage boundaries and key drainage features, design of proposed storm sewer system, and assembly of proposed drainage plan.

**Lower Des Plaines River Watershed Modeling, MWRDGC:** Project Engineer. Performed hydrologic and hydraulic analysis of Buffalo Creek watershed. Modeling results are being utilized to map new 100-year inundation areas and were used to propose alternatives to reduce flooding risks discovered through consultation with stakeholders and modeling results. Damage and cost estimates were used to yield benefits.

**Elgin O'Hare West-Bypass, IDOT:** Project Engineer responsible for HEC-RAS hydraulic modeling of Willow Creek existing and proposed conditions through the study area. Also responsible for preparation of IDOT Hydraulic Report and IDNR-OWR Flow Certification for Willow Creek.

**I-294 Industrial Park Drainage Investigation, IDOT, Franklin Park:** Project Engineer responsible for preparation of XP-SWMM hydraulic analysis of existing conveyance system from County Line Road to Silver Creek. Analyzed and proposed several alternatives to provide a greater level of flood protection within the Industrial Park. Project required coordination with IDOT, Illinois Tollway, Village of Franklin Park and affected property owners.

**I-294 Industrial Park Flood Control Project, Franklin Park:** Project Engineer responsible for XP-SWMM hydraulic analysis of existing conveyance system from County Line Road to Silver Creek. Responsible for design appurtenances associated with the selected alternative. Project

**YEARS EXPERIENCE:** 14  
**YEARS WITH CBBEL:** 14

**EDUCATION**

Bachelor of Science, 2001  
Agricultural Engineering  
University of Illinois at  
Urbana-Champaign

**PROFESSIONAL REGISTRATION**

Professional Engineer, IL,  
062.061210, 2008

**CERTIFICATIONS**

Certified Floodplain Manager,  
IAFSM

Certified Professional in  
Stormwater Quality,  
Envirocert International

**PROFESSIONAL AFFILIATIONS**

American Society of  
Civil Engineers

Illinois Association for  
Floodplain and Stormwater  
Management



includes permitting through IDNR-OWR, MWRDGC, and IEPA. Project requires coordination with IDOT, Illinois Tollway, Village of Franklin Park and affected property owners.

**Willow Creek Relocation, O'Hare Modernization Program,**

**Chicago:** Project Engineer responsible for hydrologic and hydraulic modeling of various alternatives related to the relocation of Willow Creek within the North Airfield for the existing and proposed configuration of O'Hare International Airport. Included coordination with designers and hydraulic analysis of different phases of construction. Responsible for preparation of IDNR-OWR floodway construction permit.

**Buffalo Grove Downtown Redevelopment:** Project Engineer responsible for hydraulic analysis of the relocation of Farrington Ditch along the Buffalo Grove Golf Course. Analysis includes two alignments that must meet requirements of IDNR-OWR, LCSMC, MWRD and USACE. Study includes compensatory storage and detention calculations.

**Villa Park Comprehensive Flood Plan:** Project Engineer responsible for preparation of XP-SWMM hydraulic analysis of existing conveyance system of 10 study areas within the Village. A proposed conditions analysis and recommendation of alternatives to reduce flooding within the study areas is being prepared. Includes coordination with Village and various consultants.

**Silver Creek Culvert Replacement, Franklin Park:** Project Engineer responsible for hydrologic and hydraulic modeling of the sizing of channel and new culvert crossings associated with the removal of an existing culvert. Included coordination with designers and hydraulic analysis of different alternatives. Responsible for preparation of IDNR-OWR floodway construction permit.

**PROFESSIONAL DEVELOPMENT**

IAFSM Conference, 2012, 2010, 2005

EPA SWMM Seminar, 2012

Ethics in City Government, Ethics Training for CDA/OMP Contractors, Vendors and Employees, 2011, 2013

Hancor Stormwater Management Presentation, 2005

Writing Workshop, 2005

Urban Drainage Seminar, 2005

Best Management Practice Seminar, 2005

IDNR-OWR Permitting Seminar, 2005

DuPage County Flood Plain Mapping and Flood Plain Permit Submittal Seminar, 2005

FEQ Training Seminar, 2004

Polymers and Sediment Control, 2004

Sustainable Urban Drainage Systems Seminar, 2004

TR-20 Hydrologic Model Seminar, 2004

HEC-HMS Training Seminar, 2002

HEC-RAS Training Seminar, 2002



Water Resources Engineer responsible for water resources engineering project analysis and design. Duties include performing the following hydrologic and hydraulic engineering tasks: land use characterization, floodplain/floodway delineation, detention and compensatory storage determination, and design of conveyance systems.

Software Skills: Experienced in use of XP SWMM, HEC-RAS, TR-20, WinTR-20, HEC-HMS, HY-8, Hydraflow, Hydraulic Toolbox, ArcMap, EPANET, AutoCAD, Microsoft, Word, Excel, PowerPoint; Familiar with ANSYS, C++.

**O'Hare Modernization Program - Master Civil Plan, Chicago:** Water Resources Engineer responsible for calculating the as-built impervious area for constructed phases of OMP. Created the appendices for impervious area calculations and plan sheets used for DuPage Annual Stormwater Report. The annual report summarizes construction completed and ongoing in 2013 and 2014, and identified construction started in 2015. The report also demonstrates how the various stormwater management criteria set forth in the Upper Des Plaines River Tributaries Watershed Plan, approved November 9, 2004, have been met.

**Lockport Site on Farrell Road:** Water Resources Engineer. Sized a detention basin for maximum storage volume required by the City's development code using a TR-20 model. A proposed development needed onsite detention to meet City requirements. With existing plans and site survey, a detention basin was designed that met all detention requirements for site constraints.

**Professional Engineering Services, Orland Park:** Water Resources Engineer responsible for designing various alternatives (swale and or new storm line) to reduce backyard and side yard flooding for residents on Streamstown Court. Performed a localized drainage study and swale analysis to develop proposed improvements to reduce flooding.

**Maycliff South (Phase I and II Design), Orland Park:** Water Resources Engineer responsible for creating a HEC-RAS and TR-20 model for Tinley Creek to see the impacts from North and South Tinley Creek Tributaries. Project entailed adding an additional storm line which would run alongside Silver Lake Country Club Golf Course which would outlet to the confluence of the North and South Tinley Creek Tributaries. Design would reduce flooding issues in Maycliff Subdivision.

**Terrace Hill Phase I Roadway Rehabilitation, Algonquin:** Water Resources Engineer responsible for creating a HEC-RAS model used to model the proposed pedestrian bike path bridge and roadway crossing at Woods Creek Lane. Project entailed replacing an existing bike path to match another existing pedestrian bridge further upstream of the project as well as replacing the crossing at Woods Creek Lane.

**2015 Little Calumet Watershed, Lake County Surveyors Office, IN:** Water Resources Engineer responsible for determining the possibility for continuing the gabion basket wall and regrading the western bank with additional area. Project entailed stabilizing the western bank of Hart Ditch to prevent the current slumping of existing riprap into the channel.

**La Reina Re'al Study Area, Orland Park:** Water Resources Engineer responsible for hydrologic and hydraulic modeling for the localized study area for Cameno Re'al Subdivision. Created an XP SWMM model to determine sources of flooding and then developed alternatives to alleviate flooding issues.

**Additional Stormwater Compensatory Storage, Elmhurst:** Water Resources Engineer responsible for sizing box culverts to meet storage requirements for Pine St and 1st St as well as Avon Rd and 1st St. The City is investigating areas of concern with known flooding issues and seeking solutions to reduce flooding.

**2401 Plum Grove Road Drainage Improvements, Rolling Meadows:** Water Resources Engineer responsible for sizing storm sewers by creating a Hydraflow model and TR20 model to reduce flooding impacts for the property.

**Enterprise Drive Extension Phase I, Crest Hill:** Water Resources Engineer responsible for analyzing an additional 48" storm sewer to convey flows for the site. Used HEC-HMS to determine the hydrologic properties and then used the calculated flows and input them into XP SWMM analyzed the additional proposed 48" sewer.

**YEARS EXPERIENCE:** 1  
**YEARS WITH CBEL:** 1

**EDUCATION**

Bachelor of Science, 2015  
Civil Engineering  
University of Illinois at Chicago

**PROFESSIONAL REGISTRATION**

Engineer Intern, IL,  
061.038546, 2015

**PROFESSIONAL AFFILIATIONS**

American Society of  
Civil Engineers  
  
Toastmasters International



**Arlington Heights Stormwater Flood Study:** Water Resources Engineer responsible for determining the required storage volume needed for residents on Forrest Ave. Hydrologic and hydraulic modeling were done and XP SWMM used to analyze proposed conditions that would achieve a 10-year level of protection. The Village is investigating areas of concern with known flooding issues and seeking solutions to reduce flooding.

**Nelson Road Extension, New Lenox:** Water Resources Engineer responsible for design of culvert sizing and placement as well as inlet spacing and location for proposed roadway using HY-8 and Hydraulic Toolbox. Following IDOT drainage manual, the inlet spacing for proposed roadway was determined. Culverts and ditches were also designed to convey the flows from east side of the road to the west, which would convey offsite flows to proposed designed detention.

**Professional Engineering Services, Orland Park:** Water Resources Engineer responsible for calculating peak flowrates based on land characterization for Steeplechase Parkway. Performed a localized drainage study and storm sewer analysis to develop proposed improvements to reduce flooding.

**USEPA Compliance to SSOs, Chicago Heights:** Water Resources Engineer responsible for creating a GIS work map to delineate watershed boundaries for SSO areas of interest. Project included a drainage study of the area to develop proposed changes to reduce sanitary surcharging of the system at several locations prone to flooding.

**Technical Guidance Manual for the Watershed Management Ordinance, MWRDGC, Cook County:** Water Resources Engineer responsible for updating the table of contents and ensuring comments were assembled into one master list and addressed accordingly. Project involved the creation of technical guidance for stormwater management, floodplain/floodway, riparian environment, and wetland submittals under the WMO, and also included the development of all permit forms, checklists, template hydrologic models and other resources. Additionally, project also involved numerous public training seminars that covered the WMO, TGM, and HEC-HMS hydrologic modeling.

**Preliminary Engineering for Addison Creek Reservoir, MWRDGC, Cook County:** Water Resources Engineer who determined the needed elevations of Bellwood Reservoir to obtain varying storage capacities from the given and proposed site conditions. Tasks include grading the reservoir and determining the storage volume available using an approx. 20 acre footprint. Storage was varied by lowering the bottom of the reservoir. Storage volume determination part of analysis of the damage benefits provided by proposed Bellwood Reservoir within the Addison Creek watershed.

**Fernway Subdivision Stormwater Improvements, Orland Park:** Water Resources Engineer responsible for drainage analysis study by delineating watershed boundaries to areas of interest. Based on Orland Park's ordinances, determined the sizing and location of storm sewers in the subdivision to provide proper cover and conveyance of stormwater. Project provided professional engineering services including topographic survey, utility coordination, drainage analysis, preparation of preliminary

plans and specifications, final engineering, permitting and bid documents for design of stormwater improvements. Improvements included re-establishing the culvert and ditch flow lines supplemented by new storm sewers and outlets.



Professional Engineer and Land Surveyor accountable for managing office and field survey personnel. Responsibilities include establishment and maintenance of survey procedures; budgets and contract preparation; logistical planning and research; and supervision of staff and calculations of survey data.

### PROFESSIONAL LAND SURVEYING

#### ALTA/ACSM Land Title Surveys

The preparation of "ALTA/ACSM Land Title Survey" that meet the current accuracy standards jointly adopted by ALTA, ACSM and NSPS. For purposes of Title Insurance Companies to insure title to land without exceptions as to the many matters which might be evidenced by public records. Some projects include:

- Major General Emmett J. Bean Center, Lawrence, IN
- Prairie Holdings Corporation, Grayslake
- Hyatt, Lisle
- Hyatt, Deerfield
- Hyatt, Rosemont
- AAOS Building, Rosemont
- Fashion Outlets of Chicago, Rosemont

#### Plat of Annexation

The preparation of "Plat of Annexation" suitable for a municipality to annex land that is contiguous to their municipality. Some municipalities prepared for include:

- Crestwood
- Elk Grove Village
- Flossmoor
- Franklin Park
- Hawthorn Woods
- Roselle
- Woodridge

#### Tax Increment Financing (TIF) Districts

The preparation of a written legal description and at times a plat depicting an area of a municipality designated for Tax Increment Financing (TIF) District. Some municipalities prepared for include:

- Forest Park
- Franklin Park
- Glendale Heights
- Highwood
- Melrose Park
- Monee
- Posen
- Richton Park
- River Forest
- Roselle
- Rosemont
- Skokie
- South Chicago Heights
- Shorewood
- Steger

#### Plat of Vacation

The preparation of a "Plat of Vacation" suitable for a municipality to vacate public streets, alleys or easements. Some municipalities prepared for include:

- Chicago Ridge
- Grayslake
- Hawthorn Woods
- Rosemont

**YEARS EXPERIENCE:** 31  
**YEARS WITH CBBEL:** 18

#### EDUCATION

Bachelor of Science, 1987  
Civil Engineering  
Wentworth Institute of  
Technology

#### PROFESSIONAL REGISTRATION

Professional Land Surveyor, IL,  
035003421, 2001  
Professional Land Surveyor, IN,  
20400062, 2004  
Professional Land Surveyor,  
MA, 40040, 1997  
Professional Land Surveyor, WI,  
2548-8, 2000  
Professional Engineer, MA,  
41050, 1999  
Professional Engineer, IL,  
062.061506, 2009

#### PROFESSIONAL AFFILIATIONS

NSPS-ACSM Survey Technician  
Certification Program

Illinois Professional Land  
Surveyors Association

Indiana Society of Professional  
Land Surveyors

Wisconsin Society of Land  
Surveyors



## LAND SURVEYING SERVICES

**Chicago Water Partners (1999-2015):** CBBEL is currently retained by the City of Chicago to provide topographic survey and base drawings production for over 100 miles of water main replacement projects affecting more than 300 City streets. CBBEL is responsible for the completion of base map design plans according to Chicago Department of Water Standards. We also coordinate our MBE and WBE subconsultants for each project to ensure adherence to said standards and timely completion of projects. It is necessary to base all data on IL East State Plane Coordinates NAD'83 to conform to City of Chicago GIS Applications, compute all ROW retracement, review final plans, and submit finished product packages to Chicago Water Partners. This project has also encompassed a generation of base maps for the client's use with the ADA special ramp design and construction projects maintaining CDOT Standards.

**I-90, Elgin Tollbooth to US Route 20, Illinois Tollway:** Survey Manager for design and roadway reconstruction. The existing roadway will be widened both east and west bound directions. Surveying responsibilities included creation of a signed and sealed "Plat of Highway" for acquisition of ROW and easements along project corridor per Tollway/IDOT Standards. Required document research for the reestablishment of ROW lines, parcel lines and section lines along the project, and coordination of field crews for field survey and recon to obtain existing field evidence of existing boundary lines and ROW; calculation and analysis of data to determine existing boundaries and ROW; and coordination of drafting of the "Plat of Highway" along with the writing of legal descriptions for various easements to be acquired for project. Along with existing conditions survey of the project corridor, including stream surveys and cross sections every 100'.

**I-294 Balmoral Off Ramp, Illinois Tollway, Rosemont:** Survey Manager for design and roadway construction. The new ramp is a northbound only exit ramp leading into Rosemont. Surveying responsibilities included creation of signed and sealed "Plats of Acquisitions" for acquisition of ROW and easements along project corridor per Cook County DOT Standards. Required document research for the reestablishment of ROW lines, parcel lines and section lines along the project, and coordination of field crews for field survey and recon to obtain existing field evidence of existing boundary lines and ROW; calculation and analysis of data to determine existing boundaries and ROW; and coordination of drafting of the "Plat of Highway" along with the writing of legal descriptions for various easements to be acquired for project. Also the field surveying of an Existing Conditions survey of the project corridor.

**Balmoral Road Extension, Chicago, O'Hare and Rosemont:** Survey Manager. Responsibilities included creation of signed and sealed Plats for acquisition of ROW and easements. Required document research for the reestablishment of ROW lines, parcel lines and section lines along the project, and coordination of field crews for field survey and recon to obtain existing field evidence of existing boundary lines and ROW; calculation and analysis of data to determine existing boundaries and ROW; and coordination of drafting of the Plats along with the writing of legal descriptions for various easements to be acquired for project. Also the field surveying of existing conditions survey of the project corridor.

**Peterson Road and IL Route 83, Lake County:** Survey Manager for design and roadway construction. Surveying responsibilities included creation of signed and sealed "Plat of Highway" for acquisition of ROW and easements along project corridor per IDOT Standards. Required document research for the reestablishment of ROW lines, parcel lines and section lines along the project, and coordination of field crews for field survey and recon to obtain existing field evidence of existing boundary lines and ROW; calculation and analysis of data to determine existing boundaries and ROW; and coordination of drafting of the "Plat of Highway" along with the writing of legal descriptions for various easements to be acquired for project. Also the field surveying of existing conditions survey of the project corridor.

**IL Route 60 and Saunders Road, Lake Forest:** Survey Manager for design and roadway reconstruction. The existing diamond interchange operated poorly, so to address immediate congestion problems and safety, interim improvements to the interchange were planned including additional through lanes and turn lanes on IL 60, a new bridge over I-94, and ramp modifications. Surveying responsibilities included creation of a signed and sealed "Plat of Highway" for acquisition of ROW and easements along project corridor per IDOT Standards. Required document research for the reestablishment of ROW lines, parcel lines and section lines along the project, and coordination of field crews for field survey and recon to obtain existing field evidence of existing boundary lines and ROW; calculation and analysis of data to determine existing boundaries and ROW; and coordination of drafting of the "Plat of Highway" along with the writing of legal descriptions for various easements to be acquired.

**MWRD Property (163.0 AC), Palos Hills:** Survey Manager for determination of the boundaries of MWRD's parcels 6.01, 7.01 and 8.03, and preparation of written legal descriptions of the overall boundaries to be used for executing legal agreements. Provided a Boundary Survey for 163 acres of land lying adjacent to the Calumet-Sag Channel which involved extensive research at the Cook County Recorder's Office and other public agencies to obtain recorded and unrecorded documents of the subject site. Required coordination of field crews for field survey and recon to obtain existing field evidence on the subject site to aid in the determination of the existing boundaries utilizing GPS and conventional survey methods. Calculations along with analysis of research documents and collected field data to determine the existing boundaries of the subject property for the creation of an overall "Plat of Survey".

## TRANSPORTATION

**I-80 Resurfacing (Harlem Avenue to I-294), IDOT:** Survey Manager overseeing drafting and quantity calculations for 6 miles of I-80. The \$16 million project included surveying tasks completed almost entirely at night. All documentation was prepared in accordance with ARRA requirements, the IDOT Construction Manual and the Project Procedures Guide.

**Golf Road, Rolling Meadows:** Established horizontal and vertical control for Phase I roadway design. Also established existing ROW for purposes of land acquisitions and the preparation of a plat of highway suitable for submittal to IDOT. Project length of approximately 0.75 miles.



**Balmoral Avenue, Rosemont/Chicago/Wisconsin Central:**

Established horizontal and vertical control, existing roadway, railroad and property boundaries for the evaluation of the construction of a bridge over the Wisconsin Central RR from the existing Balmoral Avenue to Mannheim Road. Also the preparation of plats and legals for land acquisitions necessary for construction. Included control and layout for the construction of the approved bridge.

**INFRASTRUCTURE**

**GIS, Rolling Meadows:** Project Manager for updating and augmenting the City's existing GIS Base Map address and street databases. City's original data was five years old and work entailed the addition of recently added subdivisions and commercial property, along with adding and naming of all private streets. Performed an overall QA/QC of the existing data to bring it up to date and match existing databases within Public Works, Police and Fire Departments, and Community Development. Also, for the Public Works Department: established a City-wide base map to be used by all levels of government including design of street and address maps; updating and design of digital storm, sanitary and water utility maps for use in City's GIS; coordination of workstation setup and installation with single license of ArcView and Arc Reader; and for the Police and Fire Departments: assisted in the design and creation of the City's 911 response street and address databases.

**GIS, Glendale Heights:** Project Manager for preparation of GIS Base Maps and Utility Atlases . The Village wanted to set up Village-Wide Base Maps for use in coordination of operations involving underground utilities. Utilized the current Village atlases, although outdated, to expedite the start-up. Created a base map in Phase I comprised of information obtained from DuPage County GIS Department. Performed QA/QC to make the data consistent with the existing Village address and street maps. Also "rubber sheeted" the existing atlas information for all utilities onto the base sheets in data compatible with ESRI's ArcView 9.0 software. In Phase II, created a pilot program for atlases for the water, sanitary and storm infrastructure. Utility atlases for two quarter sections were developed based on field observations with the use of GPS and conventional surveying methods. Standard GPS and handheld GPS methodologies were compared based on cost, accuracy, and Village utility. Both methods still required field crews to collect pipe sizes and inverts. Our field crews surveyed the locations of all storm, sanitary and water structures for two of the quarter sections. Separate atlases were completed for each utility. CBBEL assisted the Village in setting up computers for use with the software and GIS database.

**GIS, Elmwood Park:** Project Manager for preparation of GIS Base Maps and Utility Atlases . The Village wanted to set up Village-Wide Base Maps for use in coordination of operations involving underground utilities. Utilized the current Village atlases, although outdated, to expedite the start-up. Created a base map in comprised of information obtained from the Cook County GIS Department. Performed QA/QC to make the data consistent with the existing Village address and street maps. CBBEL created atlases for the water, sanitary and storm infrastructure. Utility atlases were developed based on field observations with the use of GPS and conventional surveying

methods. Our field crews surveyed the location of all storm, sanitary and water structures for the entire Village. Separate atlases were completed for each utility. CBBEL assisted the Village in setting up computers for use with the software and GIS database.

**GIS, Huntley:** Project Manager for preparation of GIS Base Maps and Utility Atlases . The Village is in the process of setting up Village-Wide Base Maps for use in coordination of operations involving underground utilities. Utilized the current Village atlases, although outdated, to expedite the start-up. Created base maps comprised of information obtained from the McHenry and Kane County GIS Department. Performed QA/QC to make the data consistent with the existing Village address and street maps. CBBEL created atlases for the water, sanitary and storm infrastructure. Utility atlases are being developed based on field observations with the use of GPS and conventional surveying methods. Our field crews surveyed the locations of all storm, sanitary and water structures for two of the quarter sections. Separate atlases were completed for each utility. CBBEL assisted the Village in setting up computers for use with the software and GIS database.



Professional Land Surveyor responsible for preparing and directing survey crews and survey department drafters through the completion of assigned projects. Assists Survey Department Manager with bid and proposal preparation, quality control standards and review of finished products; perform office computations, GPS post processing, real property research and client contact for design, construction and real property survey projects.

**YEARS EXPERIENCE:** 27  
**YEARS WITH CBBEL:** 17

### PLATS OF HIGHWAY

**I-90 (Elgin Tollbooth to IL Route 20):** Project Surveyor for design and roadway reconstruction. The existing roadway is to be widened both EB and WB directions. Surveying responsibilities included assisting Survey Manager in the creation of a signed and sealed "Plat of Highway" for acquisition of ROW and easements along project corridor per Tollway/IDOT Standards. Responsible for coordination of field crews for field survey and recon to obtain existing field evidence of ROW monumentation; calculation, post processing, and analysis of GPS Static and Rinex Data necessary for final primary survey control monumentation; coordination of all field crews needed for topographic design survey and aerial control survey tasks. Responsible for quality control of all collected field data necessary to complete Existing Conditions survey of project corridor, including stream surveys and cross sections every 100'.

**I-294 Balmoral Off Ramp, Rosemont:** Project Surveyor for design and roadway construction. The new ramp is a NB only exit ramp leading into Rosemont. Responsible for coordination of field crews for field survey and recon to obtain field evidence of existing boundary lines and ROW; QA/QC and analysis of field data, and correlation of field data with NGS, O'Hare Airport, and Village of Rosemont local datums within the project corridor. Coordination of drafting of existing conditions (design) survey and J.U.L.I.E. Utility Atlas and record data.

**Balmoral Avenue Extension, Chicago, O'Hare and Rosemont:** Project Surveyor for design of Balmoral Ave overpass of Mannheim Rd. Surveying responsibilities included creation of signed and sealed plats for acquisition of ROW and easements along project corridor. Responsible for coordination of field surveying of an Existing Conditions survey of project corridor. Performed office and field work necessary to quantify existing bridge/beam/abutment details, office QA/QC of collected field data & assisted with final review of existing conditions/topographic survey.

**Butterfield Road (North), Libertyville, LCDOT:** Responsible for real property research necessary to recreate existing ROW. Assisted with establishment of horizontal and vertical control for Phase I Roadway Plat of Highway Design. Coordinated onsite J.U.L.I.E. underground meetings and reconciled utility atlas with survey field data to be reflected on existing conditions survey. Project length approx. 2 miles.

**Route 83 and Peterson Road, Libertyville, LCDOT:** Established horizontal and vertical control for Phase I Roadway Design. Performed real property research, field work, and office calculations necessary to establish existing ROW. Coordinated project with LCDOT in accordance with their survey specifications.

**Delany Road Widening, Gurnee, LCDOT:** Coordinated control and existing conditions survey with LCDOT and, in accordance with that department's revised specifications, established horizontal and vertical control for Phase I Roadway Design. Also, established ROW for purposes of land acquisitions and preparation of a plat of highway suitable for submittal. Performed real property research, reviewed title reports and prepared legal descriptions for land acquisition. Project length of approx. 3 miles.

**Chapel Hill Road Improvements, MCDOT:** Responsible for real property research, field work coordination and final calculation and retracement of existing ROW. Directed GPS observation and office processing of field data, coordinated, computed and reviewed final plat of ROW.

**Butterfield Road (South), Libertyville, LCDOT:** Assisted with real property research, written legal descriptions and office support for the establishment and monumentation of County Rd improvement takings and easements. Project length approx. 2 miles.

### BOUNDARY/ALTA/ACSM LAND TITLE SURVEYS

**Department of Planning and Development (2006-2010), Chicago:** Directed boundary field work, performed records research, computations, analysis and review of various plats of survey for final review by PLS. Coordinated with client and subcontractors to perform Category 2: Complex Land Surveying - Acquisition and Disposition Services, for 25 parcels including PIN

### EDUCATION

Bachelor of Arts, 1985  
Geography  
State University of New York  
at Buffalo

### PROFESSIONAL REGISTRATION

Professional Land Surveyor,  
NY, 050502, 2002

### PROFESSIONAL DEVELOPMENT

GPS Planning  
Observations and Use  
Understanding Land and  
Boundary Disputes  
State Plane Coordinates  
Professional Malpractice  
and Ethics  
GIS Implementation and Tools  
Running a Successful  
Surveying Business

The Rectangular Land System  
Easements thru Case Law  
GPS Vector Processing and  
Concepts Implemented in  
"Pages" Software Suite  
New York State Surveyors  
Conference 2001, 2002 & 2004  
Illinois Land Surveyors  
Conference 2001 & 2004  
American Congress on  
Surveying and Mapping  
Conference 2006 & 2007

### PROFESSIONAL AFFILIATIONS

American Congress on  
Surveying and Mapping  
Illinois Professional Land  
Surveyors Association  
National Society of  
Professional Surveyors  
New York State Association of  
Professional Land Surveyors  
Niagara Frontier Land  
Surveyors Association



Divisions, T.I.F., Encroachment clarification and Land Disposition Services.

**#2850 Oak Street, Bellwood:** Directed boundary field work, performed records research, computations, analysis and review of preliminary plat of utility easement for final review by PLS. Coordinated with client and client's attorney to address location, provisions, and legal description for said easement.

#### ROW/TOPOGRAPHIC SURVEYS

**US Route 45 Millburn Bypass – Aerial Control Survey, Lake County:** Coordination with IDOT Field Personnel (onsite) and Aerial Survey Engineers necessary to install and locate  $\pm 40$  aerial targets. Processed and adjusted observed GPS data to conform with existing IDOT GPS Network. This work was performed along 5+ miles of US Route 45.

#### Chicago Water Partners/CTR Joint Venture 2001-2010

**Construction Projects, Chicago:** Topographic survey and base drawing development for Water Main Reconstruction projects. ROW research, calculations and determination for approx. 250 streets encompassing  $\pm 75$  total project miles. Responsible for field and finished product Quality Control, supervision of ADA Ramp Design Surveys (>60 corners), and coordination with subconsultant team.

**Lake Avenue Sidewalk Project, Northlake:** Coordination of utility, topographic and ROW survey of  $\pm 3$  miles of sidewalk improvements including extensive boundary research and ROW determination.

#### CONSTRUCTION SURVEYS

**Chicago Water Partners/CTR Joint Venture 2001-Present Construction Projects, Chicago:** Topographic survey and base drawing development for Water Main Reconstruction projects. ROW research, calculations and determination for over 250 streets encompassing  $\pm 75$  total project miles. Responsible for field and finished product Quality Control, supervision of ADA Ramp Design Surveys (>60 corners), and coordination with subconsultant team.

**Morton Arboretum Branching Out Improvement, Lisle:** Coordinated with site general contractor, 12 subcontractors, site designers, and client. Provided construction calculations and layout of proposed parking areas, visitor center, Meadow Lake reconstruction, and four-acre Children's Garden Activity Area.

#### City of Chicago Department of Sewer (W. Sunnyside from N. Damen to N. Hamilton, N. Hamilton from Sunnyside to W. Windsor, W. Windsor from N. Hamilton to N. Leavitt):

Worked extensively on the survey control and existing conditions for proposed sewer improvements following standards utilized by the City of Chicago Sewer Department.

**City of Chicago Department of Sewer (W. 66th Place from S. Pulaski to S. Springfield, S. Springfield from 66th to W. Marquette):** Worked extensively on the survey control and existing conditions for proposed sewer improvements following standards utilized by the City of Chicago Sewer Department.

**O'Hare Airport C.V.I.A. Sites, Chicago:** Coordination with Airport consultants, contractor and Department of Aviation

Engineers to perform Topographic and Construction Layout Surveys for three inspections sites.

**O'Hare F.A.C.E. Project, Chicago:** Coordinated with site engineering consultants to assist with control and construction layout verification by others. Said services included verification of caissons piers and bolt pattern layout as related to canopy and curtain wall construction for terminals 2 & 3 (on going).

**Walter Payton High School, Chicago:** Provided construction layout services for parking lot and site improvements and Final As-Built.

#### Modular Site Development, Chicago Public Schools:

Coordinated survey crews and preformed office calculations to provide construction layout for proposed site improvements at Oglesby Elementary and Edwards Elementary schools.

**95th Street Extension, WCDOT:** Assisted coordination of aerial survey control in State Plane Coordinate System by applying GPS Network for approx. 1.5 miles of roadway construction and improvements.

**Plum Grove Road Reconstruction, Palatine:** Provided construction layout services for complete roadway and storm sewer reconstruction. Project length approx. 1.5 miles.

#### GIS SURVEYS

**Glendale Heights:** Part of team charged with developing attribute collection format, to be utilized by both handheld and RTK GPS units. Responsible for post processing and coordinate transformation of handheld GPS data. Coordinated with in-house GIS team to format and export all GPS data to be integrated into ARCInfo Software.

**Rolling Meadows:** Part of team charged with developing attribute collection format to be utilized by both handheld and RTK GPS units. Coordinated with in-house GIS team to format and export all GPS data to be integrated into ARCInfo Software. Coordinated City's on-site post processing software.

**Elmwood Park:** Assisted Project Manager in preparation of GIS Base Maps, and Utility Atlases. Post processed GPS data necessary to compile unique coordinate system compatible with existing Utility Atlas Vertical Datum.

**Huntley:** Assisted Project Manager in preparation of GIS Base Maps, and Utility Atlases. Responsible for coordination with McHenry and Kane County GIS Departments to ensure horizontal and vertical Datum correlation. Coordinated Village's on-site post processing software. Performed GPS processing, and compiled NGS Vertical Benchmark Data Sheets for basis of Huntley Benchmark Network.



# TAB 4 SCOPE OF SERVICES

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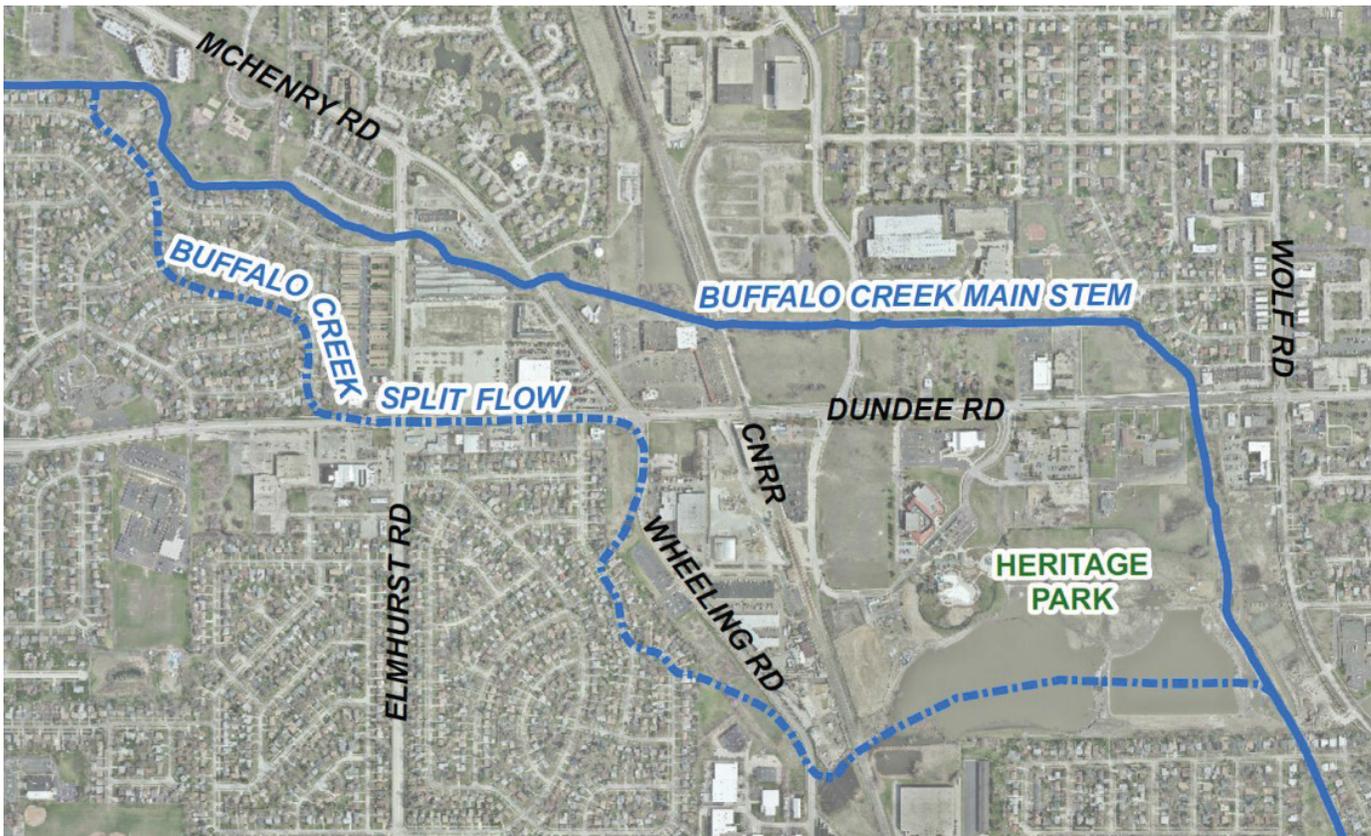


Figure 1. Buffalo Creek Split Flow

The Village of Wheeling (Village) is proposing to update the hydrologic and hydraulic analysis of Buffalo Creek with the intent of remapping the regulatory floodplain through the Village. The current regulatory floodplain for Buffalo Creek through the Village is based on modeling performed for a 2008 Physical Map Revision (PMR), prepared and submitted by CBBEL on behalf of the Village. The origins of this PMR was the modeling that the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) developed as part of the Upper Des Plaines River Phase 1 study, and to evaluate the expansion of the Buffalo Creek Reservoir for the mitigation of Levee 37. Between 2003 and 2006, IDNR-OWR developed hydrologic and hydraulic models which were then updated by CBBEL to reflect the then recently completed construction of the William Rogers Diversion Channel, and submitted these as the basis for the PMR. The current regulatory hydraulic model, therefore, consists of a steady-state HEC-RAS hydraulic model that contains field surveyed cross sections and the William Rogers Diversion Channel, while the hydrology is a HEC-1 model also initially developed by IDNR-OWR and later revised by CBBEL. The Village also entered into an agreement with the State to map a conveyance-only floodway through the portion contained within the corporate limits.

In 2009, the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) began developing unsteady-flow models throughout the entire Cook County, which included Buffalo Creek, as part of their

Detailed Watershed Plan (DWP) studies. CBBEL was the consultant retained by MWRDGC for the Buffalo Creek watershed, and therefore, used the regulatory models CBBEL developed, as the basis for developing the DWP unsteady-flow models. Unsteady modeling uses flow hydrographs directly generated by the hydrologic model, as opposed to just using the peak flows along key locations which are used when performing steady-state hydraulic modeling. Unsteady-flow modeling yields unique stage-flow hydrographs at each cross section along the modeled reach. In steady state modeling, users define the flowrate at each cross section, and the result is a corresponding water surface elevation at that location. Therefore, unsteady-flow allows for the further refinement of accounting for timing factors.

As part of the DWP analysis, CBBEL was able to introduce a split-flow condition that occurs along Valley Stream Drive. This split-flow condition was recognized and briefly discussed during the development of the steady-state models, but it was not included due to the significant effort that it would have required to simulate at the time and the desire to maintain the schedules for the Buffalo Creek Reservoir expansion analysis and the PMR submittals. However, as part of the DWP study, this condition was analyzed which was significantly assisted by the availability of the Cook County 1-foot topography digital terrain model. Buffalo Creek flows northwest to southeast through the Village until its confluence with the Des Plaines River. Buffalo Creek is confined to a single

channel during normal flow conditions, but when the creek rises to flood stage, a split flow condition can potentially occur. The split flow begins at the intersection of Valley Stream Drive and Saint Armand Lane, where floodwater can overtop the south bank towards the roadway and flow south. Additional overflow locations along the south bank of this segment of Buffalo Creek also can potentially contribute flood water. As seen in Figure 1 below, the split flow is conveyed south along Wheeling Road and inundates the residential area to the west. Floodwater then collects in a defined depressional area between Wheeling Road and the Canadian National Railroad (CNRR). Floodwater flows east out of the pond through a culvert under the CNRR into Heritage Park where the split flow converges with the main floodplain for Buffalo Creek.

Once the results were compared, the 100-year floodplains generated by the regulatory analysis and by the DWP analysis were, in general, very similar as would be expected, except at 2 locations, the Valley Stream Drive residential area and the Dunhurst Subdivision residential area, located east of Elmhurst Road between

Dundee Road and Hastings Road. Again, this difference would also be expected since this is the overland flow route of the split-flow condition. Because the diverted flow is allowed to split from the main channel (and return further downstream), the profile through this area is lower. The FEMA regulatory model simulates the floodplain through the split-flow area by extending the cross sections south, and because there is a general land slope downward from the top-of-bank, the area is shown to inundate completely in the regulatory floodplain. The MWRD DWP study models the split flow as two separate reaches with multiple lateral overflow locations, allowing water to overtop the south bank of Buffalo Creek and flow south. Separate reaches allow the hydraulic model to compute unique floodplain elevations at corresponding locations along Buffalo Creek and the split flow floodplain. Unsteady hydraulic modeling and the modeled split flow condition result in lower floodplain elevations in the DWP study when compared with the regulatory model. Therefore, the MWRDGC study contains fewer buildings within the Special Flood Hazard Area (SFHA) than the FIRM.

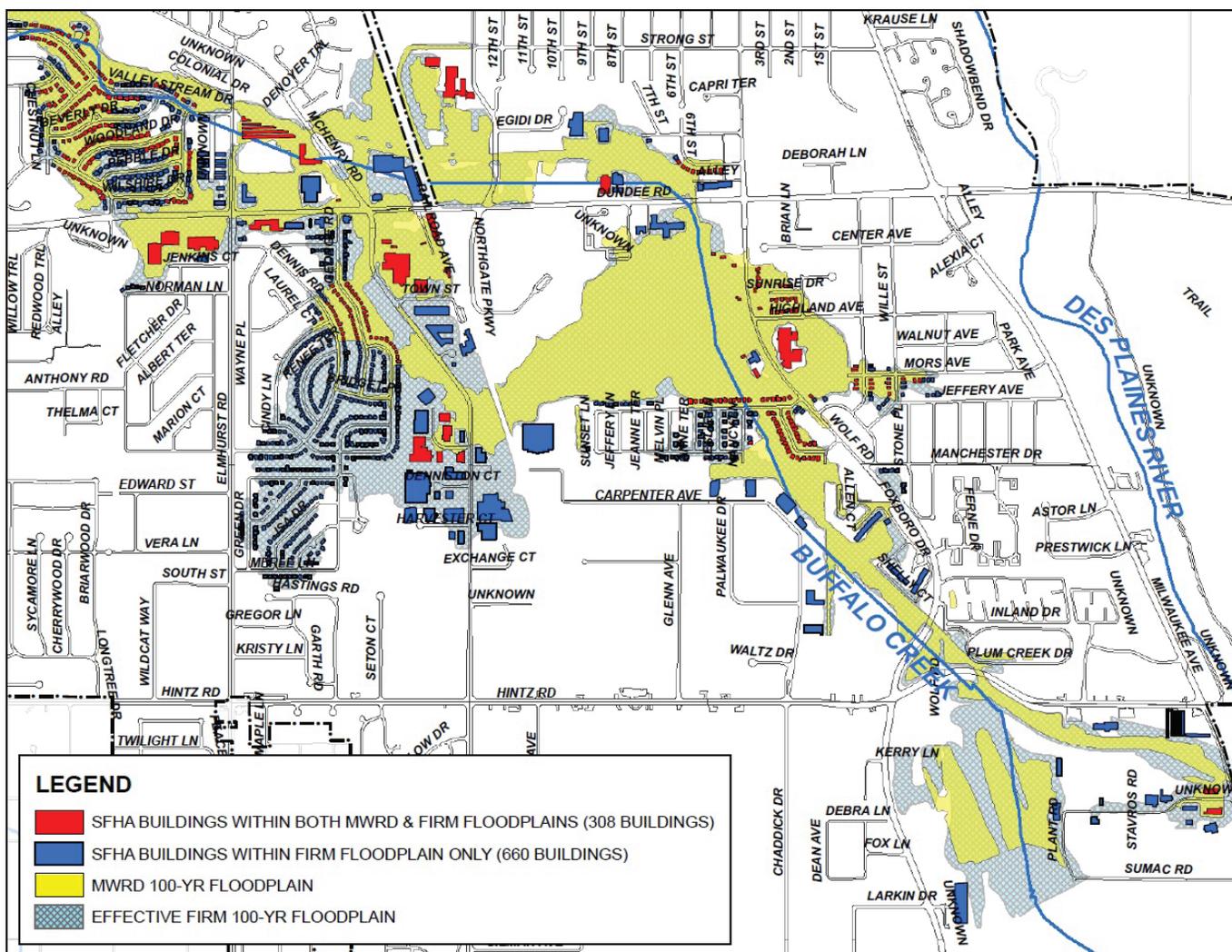


Figure 2. Buffalo Creek Floodplains

When the MWRDGC Buffalo Creek analysis was performed, the Heritage Park Flood Control Project was not constructed. It has been completed. As part of the Village of Wheeling Stormwater Master Plan study, CBBEL further compared the regulatory floodplain to the unsteady-flow model floodplain, but now with the inclusion of the Heritage Park Flood Control Project. There are further flood-reduction benefits achieved by inclusion of both the split flow and the flood control project.

A comparison based on the Cook County 1-foot aerial topography of the two floodplains (regulatory and unsteady split-flow with Heritage Park) has concluded that there are approximately 300 building structures in the Dunhurst residential area and more at other locations that would not be in the regulatory floodplain if the map were revised to include the results of the split-flow diversion. As a result, the Village is seeking to update the maps to reflect this refinement. Figure 2 shows a comparison between the two floodplains and their corresponding SFHA buildings.

There are 3 approach options available for the modeling aspect of the remapping:

1. Use the unsteady HEC-RAS model and develop a floodway based on that.
2. Use the unsteady HEC-RAS model to route the flows, but develop a steady-state HEC-RAS model taking the flows from the unsteady HEC-RAS model, and then develop a traditional steady-state floodway. HMS may be unchanged.
3. Convert the unsteady HEC-RAS/HMS system to a steady-state HEC-RAS/HMS (HMS now includes the routing) system, then develop a traditional steady-state floodway

These 3 approaches were presented to the Illinois State Water Survey (ISWS), who serve as the FEMA contractor in Illinois for Letters of Map Change, and to IDNR-OWR. ISWS accepted approaches #2 and #3, but IDNR-OWR accepted only #3. IDNR-OWR may allow the use of #1 or #2 in the future provided some provisions

are met. These provisions have been conceptually investigated by a Committee comprised of regulators and consultants with extensive experience in unsteady flow, and the conclusions of their initial effort is that further investigation is necessary to properly respond to the IDNR-OWR concerns. These investigations have not been started, nor has the committee scheduled to perform them. Therefore, approaches #1 and #2 were deemed impractical. As a result, approach #3, while considerably lengthier and more modeling-intensive than the other two approaches, is proposed for revising the maps as shown above.

The second question that was posed to ISWS and IDNR-OWR was whether the proposed revision as depicted in Figure 2 would be processed as a Letter of Map Revision (LOMR) or a PMR. A preference for a LOMR was expressed given the shorter duration of the process. The response from ISWS stated:

- The technical review for a LOMR and a PMR are substantially similar.
- LOMR – once all the technical issues have been successfully addressed and the review is considered complete, the revised mapping takes effect about 5 months from the review completion date.
- PMR – once all the technical issues have been successfully addressed and the review is considered complete, FEMA will need to fund the mapping project (which could take up to a year or longer). Once the mapping project is funded, it will typically take 6 months to prepare the preliminary maps and host an open house with the Village. From there, it will take approximately 2 years for the new maps to take effect.
- A LOMR will result in effective revised mapping about 3 years sooner than a PMR will.

As part of the preparatory work for this proposal, ISWS performed a preliminary review of the limits of the revisions as depicted in Figure 2, and have determined that 5 Flood Insurance Rate Map (FIRM) panels are affected. While this number of panels is generally larger than FEMA would typically issue LOMRs for, ISWS has agreed that it is in the best interest of the Village to process this revision as a LOMR rather than a PMR. As long as the map revision is approximately bounded by the area depicted in Figure 2, ISWS has stated that they could process this revision as a LOMR. Therefore, this proposal has assumed a LOMR approach for both scheduling and budget.



The scope of services is as follows:

### TASK 1: KICKOFF MEETING, REVIEW AND FIELD VISIT

CBBEL will have a kickoff meeting with the Village staff to officially kick-off the project, review the scope of the project, and review the project timeline. As part of this task, a meeting will be held among Village, IDNR-OWR, ISWS and CBBEL staff to discuss the project and timeline. MWRDGC will be contacted to obtain the latest information pertaining to the Heritage Park Flood Control Project. Furthermore, a field visit along the split-flow overland flow path will be conducted to discuss and document historical flooding limits. Additionally, the model will be reviewed to ascertain whether any additional refinements are worth considering given the prior meetings and field visit held under this task.

### TASK 2: HYDRAULIC FIELD SURVEY

The purpose of this task is to provide an allowance for possible field survey. CBBEL intends to use the Cook County Lidar data to the maximum extent possible. However, there may be areas that may not have been captured properly due to tree cover or otherwise, and these areas may need to be supplemented in the field. This task also allows for a possible request by one of the reviewing agencies to field survey specific cross sections, though the budget reflects this on a limited basis. Included are the survey tasks below. The budget reflects one week of one field crew.

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone); CBBEL will establish recoverable primary control.
2. Vertical Control: GPS Observed benchmarks will be established according to NAVD '88 Vertical Datum.
3. Spot elevations for overland flow sections. These key overflow locations could be roadways, in which case, the survey will consist of ground elevations at the roadway centerline, the curb and/or edge of pavement, the parkway area, and one elevation outside the parkway near adjacent residential structures. The exact location will be determined by both Village and CBBEL staff as established during the field visit.
4. This work is not included: additional utilities including, but not limited to: water, sanitary sewer, telephone, electric, cable and gas, etc.; identifying tree line location or individual trees; low entry elevations of adjacent structures/homes (low-entry surveys will be performed under a separate task).
5. Office calculations and plotting of field and record data.
6. Draft an Existing Conditions Plan at a scale of 1"=20'.

Important Note: Once the study and map revision are complete, there will be a number of lots/homes along the new boundary of the floodplain where it is not clear from the aerial survey if the building is in the floodplain or not. This study assumes that it is the responsibility of the individual homeowner to obtain a Letter of Map Amendment (LOMA) for those cases. Surveying for a LOMA or for specific determination of whether a building is in or out of the floodplain is not included in this proposal.

### TASK 3: DEVELOP REVISED HEC-HMS AND HEC-RAS MODELS

Both a HEC-HMS hydrologic model and a HEC-RAS hydraulic model for the entire reach of Buffalo Creek were developed as part of the MWRDGC DWP. The hydraulic modeling was developed in unsteady-state HEC-RAS, while the current regulatory study is based on steady-state HEC-RAS. One main difference between these two hydraulic models is the overflow diversion just downstream of the McHenry Road crossing, south through the Lynn Plaza Shopping Center and over Dundee Road as has been described in prior paragraphs of this proposal. The MWRDGC DWP HEC-RAS model accounts for this overflow diversion as a separate channel reach with independent cross sections from the main channel. The current regulatory model accounts for this overflow diversion as overbank storage by extending the main channel cross sections significantly beyond the channel banks, until the land eventually slopes up again. Because the regulatory model only accounts for one channel, the water-surface elevations along the overflow diversion are identical to the water-surface elevations in the main channel. However, the MWRDGC DWP model has two independent channels with independent water-surface elevations for each. The MWRDGC DWP modeling results in lower water-surface elevations through the Dunhurst residential subdivision, which the overflow diversion flows through. Based on a preliminary comparison, the lower water-surface elevation could result in approximately 300 structures removed from the current 100-year regulatory floodplain in the Dunhurst subdivision. Additionally, generally lower water-surface elevations along Buffalo Creek through the Village could result in approximately 300 additional structures removed from the current 100-year regulatory floodplain as obtained using the Village's GIS planimetric layer. These numbers will vary once the regulatory models are updated.

As discussed above, CBBEL will develop a steady-state HEC-RAS and HEC-HMS models based on the hydrologic and hydraulic models from the MWRDGC DWP study. The revisions to HEC-HMS are necessary because the channel storage routing, previously accounted for by HEC-RAS, will need to be accounted for in the HEC-HMS model. The changes will also incorporate the overflow diversion into HEC-HMS from the MWRDGC DWP HEC-RAS modeling. A diversion rating curve will be developed in HEC-RAS and then input into HEC-HMS to

determine the maximum flowrate for both the overflow diversion channel and main channel to Buffalo Creek.

We anticipate that the models will need to be re-calibrated based on the extensive revisions to the models as discussed above. This effort will consist of re-calibration, and achievement of an acceptable flow rating correlation between the HEC-HMS and HEC-RAS models. If the above requested modifications to the model significantly affect the calibration, we will confer with the Village and ISWS. It may be necessary to review what approach is acceptable to incorporate flows from Buffalo Creek and achieve a calibrated model or evaluate other revisions to the model. A modification to the project scope and budget maybe be necessary depending of the results of this revision to the model.

A critical component of the modeling will be the tie-in points of the profile and floodway, both upstream and downstream. The Village of Buffalo Grove opted out of the 2008 map revision, and therefore, the 2008 PMR tied into the effective floodplain and floodway at or near the corporate limits. The downstream limits are impacted by the backwater from the Des Plaines River water-surface elevations into Chicago Executive Airport. Because the airport is jointly owned and managed by the Village of Wheeling, the downstream tie-in was accepted by Village staff. Therefore, this proposal assumes that the LOMR request will only apply within the Village of Wheeling corporate limits and that the tie-in to effective conditions will occur at or before the corporate limits with the Village of Buffalo Grove. If during the study, the Village of Buffalo Grove is interested in opting into the LOMR request, a separate proposal will be prepared and submitted if requested.

#### **TASK 4: DEVELOPMENT OF CONVEYANCE FLOODWAY**

A 100-year floodway must be defined as part of the revised regulatory mapping. The current Buffalo Creek floodway is based on the conveyance method because the Village has a signed agreement with IDNR-OWR that incremental compensatory storage will be enforced by the Village for the entire floodplain. CBBEL will therefore perform a floodway encroachment analysis based on conveyance only with the new steady-state HEC-RAS model developed in a prior task. Once revised regulatory floodway encroachment stations have been defined, the floodway will be re-mapped as part of the LOMR submittal.

#### **TASK 5: FLOODPLAIN ANALYSIS REPORT**

CBBEL will prepare a floodplain analysis report to accompany the LOMR request submittal (see next task). The report will summarize the calculations performed under the previous tasks and include a written description of the hydraulic and hydrologic modeling, and exhibits delineating the floodplain boundaries. The report will form the technical basis for the FEMA LOMR request.

#### **TASK 6: LOMR REQUEST SUBMITTAL PACKAGE**

The LOMR request submittal package will be prepared and will include the following items:

- The FEMA MT-2 Application/Certification forms
  - Form 1 – Overview & Concurrence Form
  - Form 2 – Riverine Hydrology & Hydraulics Form
  - Form 3 – Riverine Structures Form
- Topographic Work Map (Revised Buffalo Creek floodplain and floodway boundaries delineated on the Cook County aerial topography along with the locations of the HEC-RAS hydraulic model cross-sections)
- Annotated effective FIRM showing the revised Buffalo Creek 100-year floodplain and floodway through the Village
- HEC-RAS Hydraulic and HEC-HMS Models Input/output

As required, the LOMR request package will be submitted to the Village for review and to obtain their signature on FEMA MT-2 Form 1 – Overview and Concurrence Form. The next step will be the submittal of the LOMR request package to IDNR-OWR for their review and concurrence of the revised floodway boundary. After IDNR-OWR has concurred with the technical aspects of the LOMR request, they will issue a 21-day public notice to affected property owners and other governmental agencies. If comments are received during the public notice period, CBBEL will provide IDNR-OWR with appropriate responses as long as they pertain to the modeling; comments regarding other administrative aspects will need to be addressed by the Village. After receiving IDNR-OWR's approval, the LOMR submittal package will be submitted to FEMA/ISWS for their review and issuance of the LOMR. Once issued, the LOMR will officially revise the Buffalo Creek floodplain and floodway boundaries through the Village.

#### **TASK 7: AGENCY RESPONSE AND PROJECT COORDINATION**

CBBEL will meet, coordinate and follow-up with the Village, IDNR-OWR and ISWS as needed during the review process. Coordination meetings as necessary or requested will be billed under this task. Follow-up work and/or meetings may be necessary with the regulatory agencies to provide additional technical information requested as part of their review process, and these will also be billed under this task. We have identified this work as a separate task due to the uncertain nature and extent of work that may be involved in responding to comments and the number of meetings that may be necessary. The ISWS process is assumed to be based on a LOMR approach. Should more meetings or major modifications to the model be necessary, we will inform the Village and submit an estimate for responding to FEMA beyond the estimated fee for this task. We

anticipate progress meetings for the study, and these meetings will be attended by the project manager and other appropriate staff. Meetings will be necessary during the submittal preparation and agency review process, and additional information will be required to supplement the LOMR request submittal. The estimated fee for this task reflects costs for:

- 6 coordination meetings with Village staff and review agencies.
- Responses to IDNR-OWR and FEMA comments based on a LOMR request approach.
- Project management and coordination.

#### TASK 8: PUBLIC MEETINGS

We anticipate two public meetings as part of this study. The Village will organize and hold up to two public meetings during the 21-day public notice. CBBEL will prepare a presentation to outline the remapping study and illustrate changes to the regulatory flood maps. These public meetings will give residents with potentially affected structures an opportunity to better understand the study, and to observe if the new regulatory mapping removes or lowers the flood risk to their structure.

## PROJECT ASSUMPTIONS

The following assumptions were made in preparing the fees associated with this proposal (other assumptions have been included in the above scope).

1. The modeling for the diversion channel will not include any interbasin flow with the north watershed. To model this flow interaction in accordance with FEMA criteria may add substantial effort and may not produce significantly different results. The current regulatory model does not include interbasin flow.
2. FEMA will accept a LOMR request for the proposed remapping, and not require a PMR. A PMR would substantially add time to the project, and some additional CBBEL effort.
3. FEMA will accept the Cook County LIDAR to map the floodplain boundaries and also for the offset-elevation points of the split-flow channel cross sections. Field Surveying is assumed to be minimal.
4. The current review fees are as follows, but the budget does not account for a PMR fee:
  - IDNR-OWR: \$5,000
  - FEMA LOMR: \$8,250
  - FEMA PMR: \$8,250 + \$2,500/panel (5 panels) = \$20,750
5. It is assumed that the Heritage Park Flood Control Project was built in substantial compliance with the design plans. Major modifications to the modeling is not included in the scope.
6. It is assumed that no other flood control projects, other than Heritage Park, have been constructed in the watershed, and would not be included in the modeling.

**TAB 5**  
**ESTIMATED FEE**

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## BUFFALO CREEK FLOODPLAIN UPDATE STUDY

TASK	DESCRIPTION	Engineer VI	Engineer V	Engineer IV	Engineer III	Survey V	Survey IV	Survey CREW	CAD	Admin	Hours	TOTAL (\$)
1	Kickoff Meeting, Review and Field Visit	8	24		32				4	2		\$10,508
2	Hydraulic Field Survey					2	8	40	25	2	75	\$11,849
3	Develop Revised HEC-HMS and HEC-RAS Models	24	180		320						524	\$76,180
4	Development of Conveyance Floodway	8	32		64						104	\$15,216
5	Floodplain Analysis Report	8	32		40					6	80	\$12,744
6	LOMR Request Submittal Package	8	24		48					6	80	\$12,360
7	Agency Response and Project Coordination	8	62		50				24	6	144	\$22,184
8	Public Meetings	8	16		16				12		52	\$7,948
Total Hours per Classification		72	370	0	510	2	8	40	65	22	999	
Hourly Rate		\$210	\$173	\$138	\$125	\$178	\$134	\$178	\$125	\$88		
Direct Costs												\$25,000
<b>TOTAL</b>												<b>\$193,989</b>



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2013**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.

# TAB 6 PROJECT SCHEDULE

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# BUFFALO CREEK FLOODPLAIN UPDATE STUDY

TASK	DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1	Kickoff Meeting, Review and Field Visit												
2	Hydraulic Field Survey												
3	Develop Revised HEC-HMS and HEC-RAS Models												
4	Development of Conveyance Floodway												
5	Floodplain Analysis Report												
6	LOMR Request Submittal Package												
7	Agency Response and Project Coordination												
8	Public Meetings												

TASK	DESCRIPTION	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
1	Kickoff Meeting, Review and Field Visit												
2	Hydraulic Field Survey												
3	Develop Revised HEC-HMS and HEC-RAS Models												
4	Development of Conveyance Floodway												
5	Floodplain Analysis Report												
6	LOMR Request Submittal Package												
7	Agency Response and Project Coordination												
8	Public Meetings												

**NOTE:** 1. This assumes notice to proceed is given on or before April 5, 2016  
 2. The LOMR will be issued by FEMA after the agency response period is complete (exact date not shown)

■ CBBEL Working Time  
 ■ Approximate FEMA Review Time

**TAB 7**  
**GENERAL TERMS & CONDITIONS**

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CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 18 day of April, 2016, and is by and between the **VILLAGE OF WHEELING** ("**VILLAGE**") an Illinois home rule municipal corporation and the Consultant identified in Section 1.A of this Agreement.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

**SECTION 1. CONSULTANT.**

A. **Engagement of Consultant.** The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

<b>Consultant Name ("<i>Consultant</i>")</b>	<u>Christopher B. Burke Engineering, LLC.</u>
<b>Address</b>	<u>9575 W. Higgins Road, Suite 600</u>
<b>City, State Zip</b>	<u>Rosemont, IL 60018</u>
<b>Phone</b>	<u>847-823-0500</u>
<b>Email</b>	<u><a href="mailto:egil@cbbel.com">egil@cbbel.com</a></u>
<b>Project Name/Description</b>	<u>Buffalo Creek Floodplain Update Study</u>
<b>Agreement Amount</b>	<u>\$193,989.00</u>

B. **Project Description.** The objective of the study is to update the hydrologic and hydraulic analysis of Buffalo Creek with the intent of accurately remapping the regulatory floodplain throughout the Village with the best available modeling techniques. The current regulatory floodplain for Buffalo Creek is based on modeling performed for a 2008 Physical Map Revision (PMR), prepared and submitted to FEMA by CBBEL on behalf of the Village. The current 2008 regulatory hydraulic model consists of a steady-state HEC-RAS hydraulic model. The model that CBBEL will prepare for the update of the Buffalo Creek Floodplain will use a method called Unsteady-flow modeling. Unsteady-flow modeling yields unique stage-flow hydrographs which allows for the further refinement of accounting for timing factors throughout the watershed..

C. **Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

## **SCOPE OF SERVICES.**

D. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**Provide engineering services to update the Buffalo Creek Floodplain Study.**

E. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

F. **Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is December 31, 2017 ~~\_\_\_\_\_~~ days after the ~~Commencement Date~~ ("***Time of Performance***"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

G. **Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

## **SECTION 2. COMPENSATION AND METHOD OF PAYMENT.**

A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted, type of work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. **Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the

Consultant that are outside the scope of this Agreement (“*Additional Services*”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. **Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Village 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 on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

### **SECTION 3. CONFIDENTIAL INFORMATION.**

A. **Confidential Information.** The term “*Confidential Information*” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village' computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

### **SECTION 4. STANDARD OF SERVICES AND INDEMNIFICATION.**

A. **Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the 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 Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. **Indemnification.** To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend and hold harmless the Village of Wheeling and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness,

disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by Consultant for whose acts Consultant may be liable.

**C. Insurance.** The Consultant shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Consultant shall have the following obligations with regard to insurance coverage for the work under any contract awarded in regard to the project:

- a. All Certificates of Insurance required to be obtained by the Consultant shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Consultant shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Consultant shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Consultant, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Consultant's insurance requirements under this Contract.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the contemplated contract by any act or omission, including, but not limited to:
  1. allowing work by Consultant or any subcontractor of any tier to start before receipt of Certificates of Insurance;
  2. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Consultant agrees that the obligation to provide insurance is solely the Consultant's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Consultant under the contract shall not be deemed to limit the liability of the Consultant in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Consultant shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- g. The Consultant shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
  1. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in

accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.

2. Commercial General Liability (including Premises-Operations; Independent Contractors's ; Products and Completed Operations: Broad Form Property Damage):

i. Bodily Injury & Property Damage \$1,000,000 each occurrence  
Combined Single Limit

\$1,000,000 aggregate

ii. Covering the following hazards:

X(Explosion)

C(Collapse)

U(Underground)

iii.

iv. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.

3. Umbrella Excess Liability:

i. \$2,000,000 over Primary Commercial General Liability  
Insurance

\$10,000 Retention

4. Automobile Liability (owned, non-owned, hired):

i. Bodily Injury & Property Damage \$1,000,000 each occurrence  
combined single limit

5. Professional Liability Insurance in the amount Two Million Dollars (\$2,000,000).

h. The Consultant further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Consultant's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

1. The Village of Wheeling and its officers, agents and employees.

**D. No Personal Liability.** No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

**SECTION 5. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

A. **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. **Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. **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: (1) 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 (2) 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.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village' option, be null and void.

D. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

**E. Compliance With Laws and Grants.**

1. **Compliance with Laws.** The 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: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; 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.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall

have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**F. Default.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

**G. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

**H. Village Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village.

**I. Mutual Cooperation.** The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

**J. News Releases.** The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

**K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement (“**Documents**”) shall be and remain the exclusive property of the Village. At the Village’ request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

**SECTION 6. GENERAL PROVISIONS.**

A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Wheeling  
Attn: Lana Rudnik  
2 Community Blvd.  
Wheeling, IL 60090

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Christopher B. Burke Engineering, LLC..  
Attn: Erik Gil  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

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

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

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue shall be fixed in the Circuit Court of Cook County.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

L. **Waiver.** Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village' or the Consultant's right to enforce such rights or any other rights.

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

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

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

**R. Counterpart Execution.** This Agreement 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.

**S. Freedom of Information Act.** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Wheeling has contracted. The Village of Wheeling will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Wheeling for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Wheeling within two (2) business days of the request being made by the Village of Wheeling. The undersigned agrees to indemnify and hold harmless the Village of Wheeling from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Wheeling under this Contract.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this 18 day of April, 2016.

**ATTEST:**

**VILLAGE OF WHEELING**

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

By: \_\_\_\_\_  
Village President/Authorized Officer

**CONSULTANT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

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

*(To be inserted by Deputy Clerk)*

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Approving a Contract with SAK Construction, LLC. for the Jointly Bid 2016 Sewer Lining Project

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

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Resolution to accept a \$147,336.250 Contract with SAK Construction, LLC. to perform the 2016 Sewer Lining Program.

**BUDGET<sup>2</sup>:** Included in the CIP budget, Sewer and Water Division

**BIDDING<sup>3</sup>:** March 15, 2016 five bids were received and opened.

**EXHIBIT(S) ATTACHED:** Staff Memo, Resolution, Bid Tabulation, Contract, Location Map

**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 Community Development  
**DATE:** April 14, 2016  
**SUBJECT:** Contract Award for the FY 2016 Jointly Bid Sewer Lining Project

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**EXECUTIVE SUMMARY**

Staff recommends Board approval of a \$147,336.25 contract with SAK Construction, LLC (SAK) of O'Fallon, MO for the FY 2016 sanitary sewer lining project. This work is performed annually to extend the use and increase the efficiency of municipal infrastructure.

The proposed FY 2016 sanitary sewer lining project includes installation of an interior rubber/synthetic liner within approximately 5,325 linear feet of existing sanitary sewer pipes. The scope of work includes evaluation of existing sewer pipe condition (sewer television videotaping and subsequent cleaning), installation of the sewer lining product, and post-lining television videotaping. Locations of inadequate piping due to deterioration or drainage problems are noted and repaired before lining is installed. This process essentially re-establishes existing sanitary sewer pipe systems as new sanitary sewers with an expected service life extension of 30 to 50 years. The proposed sewer lining material is made of a rubberized fiberglass material that is extended within a certain length of pipe, then heated and expanded, bonding the material to the pipe while in place. The result is a smooth new surface that also seals the pipe reducing leakage and infiltration.

On March 15, 2016, at a joint public bid administered through the Municipal Partnering Initiative, five (5) qualified bids for the Wheeling portion of this project, ranging in price from \$147,336.25 to \$163,344.00, were reviewed. SAK Construction, LLC was determined to have submitted the lowest priced qualified bid proposal of \$147,336.25. For a complete summary of the bids received for this project, please see the attached tabulation.

SAK Construction, LLC specializes in sewer lining work. While SAK has not performed sewer lining work for the Village, the company has performed work for surrounding communities and satisfactory references were requested and received by the Village. Monies for this work have been budgeted within the Capital Improvement Program, FY 2016.

With your concurrence, please include this item on the April 18, 2016 Board meeting agenda.

# Village of Wheeling

## Dunhurst West - Sanitary Lining



**Legend**

**Manhole**

- Private (Yellow circle with cross)
- Village of Wheeling (Green circle)

**Gravity Main**

- Private (Yellow line with arrow)
- Village of Wheeling (Green line with arrow)
- Proposed Sanitary Lining (Red line with arrow)

N  
W E  
S

1 inch = 230 feet

DunhurstWest\_Sanitary\_8.5x11\_20160113  
JVD, 3/30/2016

# Village of Wheeling

## Dunhurst East - Sanitary Lining



**Legend**

- Manhole**
  - Village of Wheeling
- Gravity Main**
  - Village of Wheeling
- Proposed Sanitary Lining**
  -

1 inch = 230 feet

GIS consortium  
DunhurstEast\_Sanitary\_8.5x11\_20160330  
JVD, 3/26/2016

## BID TABULATION

CIP Project No. 16.4200.01  
2016 Sewer Lining

Date: March 15, 2016 Time: 11:00 AM Location: Village of Arlington Heights				Sak Const		Hoerr Const		Visu-Sewer		Insituform Tech		Michels Corp	
No.	Item	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	8" CURED IN PLACE PIPE	LF	4640	\$ 24.75	\$ 114,840.00	\$ 25.90	\$ 120,176.00	\$ 26.40	\$ 122,496.00	\$ 25.20	\$ 116,928.00	\$ 26.00	\$ 120,640.00
2	10" CURED IN PLACE PIPE	LF	685	\$ 30.25	\$ 20,721.25	\$ 29.00	\$ 19,865.00	\$ 28.90	\$ 19,796.50	\$ 30.40	\$ 20,824.00	\$ 30.00	\$ 20,550.00
3	12" CURED IN PLACE PIPE	LF	0	\$ 37.25	\$ -	\$ 34.00	\$ -	\$ 37.00	\$ -	\$ 39.60	\$ -	\$ 35.00	\$ -
4	15" CURED IN PLACE PIPE	LF	0	\$ 51.75	\$ -	\$ 52.00	\$ -	\$ 52.00	\$ -	\$ 47.90	\$ -	\$ 40.00	\$ -
5	18" CURED IN PLACE PIPE	LF	0	\$ 86.75	\$ -	\$ 62.00	\$ -	\$ 71.40	\$ -	\$ 78.60	\$ -	\$ 72.00	\$ -
6	21" CURED IN PLACE PIPE	LF	0	\$ 87.00	\$ -	\$ 65.00	\$ -	\$ 69.40	\$ -	\$ 75.40	\$ -	\$ 74.00	\$ -
7	24" CURED IN PLACE PIPE	LF	0	\$ 88.75	\$ -	\$ 80.00	\$ -	\$ 85.00	\$ -	\$ 98.60	\$ -	\$ 80.00	\$ -
8	30" CURED IN PLACE PIPE	LF	0	\$ 107.00	\$ -	\$ 100.00	\$ -	\$ 108.00	\$ -	\$ 117.20	\$ -	\$ 145.00	\$ -
9	33" CURED IN PLACE PIPE	LF	0	\$ 130.00	\$ -	\$ 108.00	\$ -	\$ 124.00	\$ -	\$ 116.50	\$ -	\$ 168.00	\$ -
10	REINSTATEMENT OF SERVICE LATERALS-SANITARY SEWER	Each	125	\$ 50.00	\$ 6,250.00	\$ 75.00	\$ 9,375.00	\$ 75.00	\$ 9,375.00	\$ 120.60	\$ 15,075.00	\$ 130.00	\$ 16,250.00
11	PROTRUDING TAP REMOVAL	Each	5	\$ 275.00	\$ 1,375.00	\$ 300.00	\$ 1,500.00	\$ 120.00	\$ 600.00	\$ 687.60	\$ 3,438.00	\$ 250.00	\$ 1,250.00
12	8" END SEALS	Each	44	\$ 80.00	\$ 3,520.00	\$ 90.00	\$ 3,960.00	\$ 80.00	\$ 3,520.00	\$ 114.00	\$ 5,016.00	\$ 86.00	\$ 3,784.00
13	10" END SEALS	Each	6	\$ 105.00	\$ 630.00	\$ 105.00	\$ 630.00	\$ 84.00	\$ 504.00	\$ 119.50	\$ 717.00	\$ 145.00	\$ 870.00
<b>TOTAL BID:</b>					<b>\$147,336.25</b>		<b>\$ 155,506.00</b>		<b>\$ 156,291.50</b>		<b>\$161,998.00</b>		<b>\$163,344.00</b>

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

**RESOLUTION APPROVING A CONTRACT WITH SAK CONSTRUCTION, LLC. FOR THE JOINTLY BID 2016 SEWER LINING PROJECT**

**WHEREAS**, the Village of Wheeling, along with other five municipalities, jointly bid the 2016 Sewer Lining Project; and

**WHEREAS**, five contractors submitted bid proposals that were reviewed at the March 15, 2016 bid opening held at the Village of Arlington Heights; and

**WHEREAS**, a tabulation and review of the bids revealed SAK Construction, LLC. of O'Fallon, MO. to be the lowest cost, while being a qualified and responsible bidder; and

**WHEREAS**, it is in the best interest of the Village to accept the lowest cost proposal from the jointly bid 2016 Sewer Lining Project and Award a \$147,336.25 contract to SAK Construction, LLC.;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, who are hereby authorized and directed to execute a contract with SAK Construction, LLC. of O'Fallon, MO for the 2016 Sewer Lining Project as hereto attached.

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

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

President Argiris \_\_\_\_\_ Trustee Papantos \_\_\_\_\_  
Trustee Brady \_\_\_\_\_ Trustee Krueger \_\_\_\_\_  
Trustee Vito \_\_\_\_\_ Trustee Lang \_\_\_\_\_  
Trustee Vogel \_\_\_\_\_

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

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

ATTEST:

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

# Village of Wheeling

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## 2016 Sewer Lining Project Contract

# VILLAGE OF WHEELING

## 2016 Sewer Lining Project

### CONTRACT DOCUMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and **SAK Construction, LLC.**, hereinafter referred to as (the "Contractor") for the Village of Wheeling 2016 Sewer Lining Project ("Project").

Description of Project: The reconstruction and/or repair of approximately 5,325 lineal feet of 8"-10" sewer pipeline, by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit – otherwise known as sewer relining, at the locations within the Village of Wheeling designated on the 2016 Sewer Lining Location Maps and further described on the document entitled Village of Wheeling 2016 Sewer Lining Program, which are attached in Project Lists and Location Maps of the Contract Document. This contract shall not include work involving any other village or city that participated in the joint request for bids for Sewer Lining, which was organized by the Village of Arlington Heights on behalf of the participating municipalities, including the Village of Lincolnshire, Mount Prospect, Buffalo Grove, Rolling Meadows and the Village of Wheeling. The contract sum for the work on this Project shall be in accordance with the unit prices set forth in the Contractor's bid proposal submitted to the Village of Arlington Heights for Sewer Lining – but only as to those lengths and sizes of sewer pipeline to be relined that are located within the Village of Wheeling.

Witnesseth, that in consideration of the mutual promises of the parties delineated in the contract documents, and herein, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

1. This contract shall embrace and include all of the applicable contract documents associated with the joint bid request for 2016 Sewer Lining Project organized by the Village of Arlington Heights on behalf of the participating municipalities and listed below as if attached hereto and incorporated herein (those contract documents associated with the joint bid that are otherwise specific to the other participating cities or villages shall not apply or be incorporated herein, while all general documents and documents specific to the Village of Wheeling shall apply):
  - a. Specification and Contract Document for the **2016 Sewer Lining Project** consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Plans
    - vi) Bid Proposal Form as to unit prices
    - vii) Plans and Specifications (Plan locations limited to the Village of Wheeling)
    - viii) All issued Addenda
    - ix) Certificate of Eligibility to Enter into Public Contract and other attached Certificates
  - b. The Contractor's Bid Proposal Dated March 13, 2016 (as to Village of Wheeling work only at the designated unit prices provided therein)
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of **\$147,336.25** paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.

4. The Contractor shall commence work under this Contract upon written *Notice to Proceed* from the Village and shall complete work on this project within 30 **calendar days** from the date of the *Notice to Proceed*. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation. If work is not substantially completed on time, the contractor shall pay the Village of Wheeling \$55.00 for each day of delay unless the delay is approved by the Village of Wheeling.

After substantial completion, if contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension granted by the Village of Wheeling, the contractor shall pay the Village actual costs incurred to complete the project.

5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.

8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the later day and year last written below.

**SAK CONSTRUCTION, LLC.**

\_\_\_\_\_  
By Position/Title Date

ATTEST:

\_\_\_\_\_  
Notary

**THE VILLAGE OF WHEELING**

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

ATTEST:

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

## CONTRACTOR'S INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
  - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- g. The Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
  - a. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
  - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations; Broad Form Property Damage):
    - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
    - ii. Combined Single Limit \$2,000,000 aggregate
    - iii. Covering the following hazards:
      - X(Explosion)
      - C(Collapse)
      - U(Underground)

- iv. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.
- c. Umbrella Excess Liability:
  - i. \$4,000,000 over Primary Commercial General Liability Insurance  
\$10,000 Retention
- d. Automobile Liability (owned, non-owned, hired):
  - i. Bodily Injury & Property Damage \$1,000,000 each occurrence combined single limit
- h. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:
  - a. The Village of Wheeling and its officers, agents and employees.

**EXHIBIT "A"**  
**CERTIFICATION UNDER 720 ILCS 5/33E-11**

I, \_\_\_\_\_(name), certify that I am employed as the \_\_\_\_\_(title) of \_\_\_\_\_(company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**EXHIBIT "B"**  
**CONTRACTOR'S CERTIFICATION:**  
**Illinois Department of Revenue - Tax Compliance**

\_\_\_\_\_, having submitted a bid/proposal for the **2016 Sewer Lining Project**, to the Village of Wheeling, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before  
me this \_\_\_\_ day \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

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

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** Resolution Approving a One (1) Year Renewal Contract with Clean Cut Tree Service, Inc. for Creek Tree Trimming and Brush Clearing for FY 2016

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

**BASIC DESCRIPTION OF ITEM<sup>1</sup>:** Resolution to approve a fourth (4<sup>th</sup>) and final, one-year contract with Clean Cut Tree Service, Inc. for creek tree trimming and brush clearing in the amount not-to-exceed \$30,000.00.

**BUDGET<sup>2</sup>:** Included in FY 2016 Sewer and Water Division budget.

**BIDDING<sup>3</sup>:** Four (4) proposals were received on November 2, 2012; Clean Cut Tree Service, Inc. was determined to have provided a qualified, responsible, and lowest cost proposal. Clean Cut Tree Service, Inc. is maintaining their 2015 prices for FY 2016.

**EXHIBIT(S) ATTACHED:** Memorandum, Resolution, Clean Cut Tree Service, Inc. Renewal Request, 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:** Mark Janeck, Director of Public Works  
**DATE:** April 12, 2016  
**SUBJECT:** Creek Tree Trimming and Brush Clearing

**EXECUTIVE SUMMARY**

Staff is requesting approval of a one (1) year renewal contract with Clean Cut Tree Service, Inc. for creek tree trimming and brush clearing in the amount not-to-exceed \$30,000.00.

The Village of Wheeling maintains certain jurisdictional areas (approximately four (4) miles in length) along the Buffalo Creek/Wheeling Drainage Ditch, Camp McDonald Creek, and William Rogers Memorial Diversion Channel. To assist with this maintenance, including tree trimming, removal of fallen or dead limbs, and brush clearing, Public Works contracts with a private company on an annual basis. Creek maintenance is necessary to ensure that the waterways function properly relative to the conveyance of water, but also for purposes of public safety.

In 2012 proposals were accepted for contractual creek tree trimming and brush clearing, with Clean Cut Tree Service, Inc. ("Clean Cut") of Grayslake determined to have submitted the lowest priced, qualified, and responsible proposal, and subsequently accepted by the Village Board. In accordance with the contract document, the Village had the ability to renew the contract for four (4) additional years following the initial 2012 contract year. Clean Cut has requested that the Village renew their contract while maintaining the 2015 contract prices for 2016. This will be the fourth (4<sup>th</sup>), and final year that the Village is exercising the renewal option. Public bidding for future creek maintenance will take place later this year.

Clean Cut is a full-service tree contractor that has served Chicago area municipalities, forest preserves and water reclamation districts since 1988, and has provided quality work and professional services to the Village of Wheeling. Public Works does not have the specialized personnel or equipment needed to perform the amount and type of creek maintenance that is necessary to be completed annually.

Public Works is recommending approval of a fourth (4<sup>th</sup>) and final, one-year renewal contract with Clean Cut Tree Service, Inc. for Creek Tree Trimming and Brush Clearing in an amount not-to-exceed \$30,000.00. Funding is allocated in the FY 2016 Water and Sewer division budget.

With your concurrence, please include this on the April 18, 2016 Board meeting agenda.

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

**RESOLUTION APPROVING A ONE (1) YEAR RENEWAL CONTRACT WITH CLEAN CUT TREE SERVICE, INC. FOR CREEK TREE TRIMMING AND BRUSH CLEARING FOR FY 2016**

**WHEREAS**, the Village of Wheeling annually contracts with a private company to perform creek maintenance along the Buffalo Creek/Wheeling Drainage Ditch, Camp McDonald Creek and the William Rogers Memorial Diversion Channel, including clearing vegetation at bridges; and

**WHEREAS**, creek maintenance includes tree trimming, removal of fallen or dead limbs or trees and brush clearing, which impede proper water flow; and

**WHEREAS**, Public Works does not have sufficient qualified staff or the type of specialized equipment to perform the amount of creek maintenance that is required annually; and

**WHEREAS**, proposals were requested and received in 2012 for creek tree trimming and brush clearing, with Clean Cut Trees, Inc. being determined as the qualified, lowest responsible proposal; and

**WHEREAS**, in accordance with the approved contract document, the Owner ("Village") reserves the right to exercise the option for renewal of four (4) additional one-year terms following the initial contract; and

**WHEREAS**, FY 2016 will be a fourth (4<sup>th</sup>), and final, one-year renewal contract with Clean Cut Tree Service, Inc.; and

**WHEREAS**, Clean Cut Tree Service, Inc. has advised the Village, in writing, that they will be maintaining their 2015 prices for 2016; and

**WHEREAS**, Clean Cut Trees Service, Inc. has provided quality work and professional services to the Village during the term of the existing 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 President is authorized and directed to execute a fourth (4<sup>th</sup>), and final, one-year renewal contract with Clean Cut Tree Service, Inc. of Grayslake, for FY 2016 Creek Tree Trimming and Brush Clearing in the amount not-to-exceed \$30,000.00.

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

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

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

Trustee Papantos \_\_\_\_\_

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

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

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

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

**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



# Clean Cut TREE SERVICE

31064 Hwy 83 Grayslake, IL 60030 P. 847.265.0000 F. 847.265.0005

Wednesday, March 30, 2016

Village of Wheeling  
Department of Public Works  
77 W Hintz Rd  
Wheeling, IL 60090  
(847) 279-6900

VIA EMAIL  
lhazelwood@wheelingil.gov

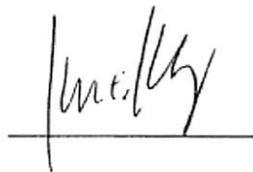
RE: Stand Alone Creek Tree Trimming and Brush Clearing  
Subject: Contract Renewal

Dear Representative(s):

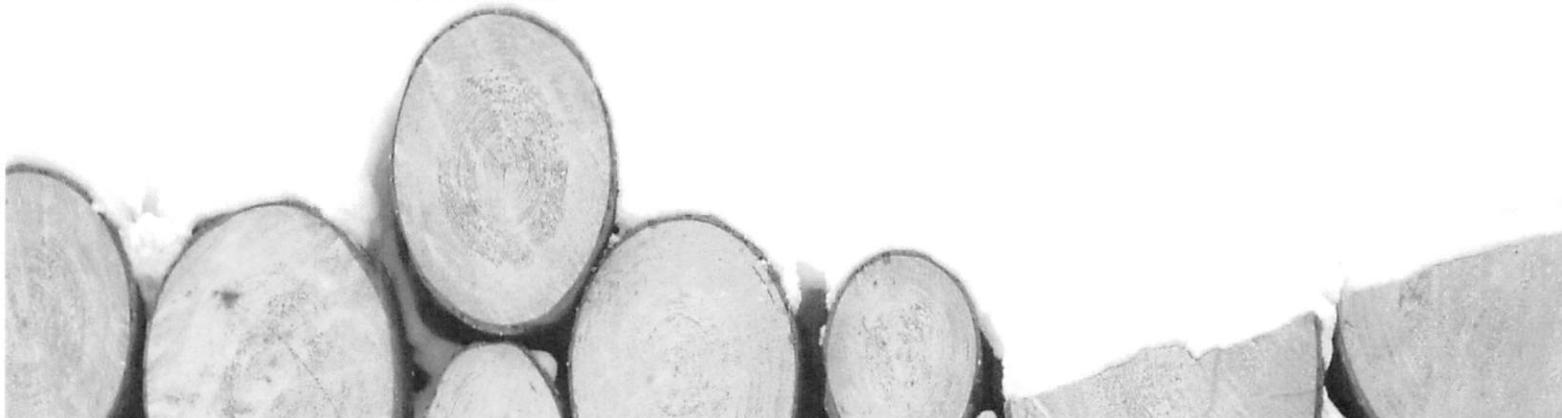
Clean Cut Tree Service, Inc. is interested in renewing the Stand Alone Creek Tree Trimming and Brush Clearing contract with The Village of Wheeling. Price quotes will be determined using the same rates as with the 2015 contract.

Please feel free to contact me if you need anything additional.

Regards,



Kelly E. Kelly  
President  
Clean Cut Tree Service, Inc.



**VILLAGE OF WHEELING  
LEGISLATIVE COVER MEMORANDUM**

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

**DATE OF BOARD MEETING:** April 18, 2016

**TITLE OF ITEM SUBMITTED:** An Ordinance Authorizing a Redevelopment Agreement between the Village of Wheeling and Arbor IV, Inc. Regarding the Arbor Court Apartments Comprising a Part of the Crossroads (Central Business District) TIF District

**SUBMITTED BY:** James V. Ferolo-Klein Thorpe and Jenkins

**BASIC DESCRIPTION OF ITEM:** The Ordinance authorizes the President to execute a Redevelopment Agreement with the owner of the Arbor Court apartment complex that provides for the expenditure of up to \$300,000 in TIF funds for TIF eligible expenses that will match private investment of up to \$300,000 to improve the complex located in the center of the Crossroads TIF District.

**EXHIBIT(S) ATTACHED:** Ordinance, Redevelopment Agreement and Board Memorandum

**SUBMITTED FOR BOARD APPROVAL:** Village Manager

**KTJ**KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 644415010 S. Ravinia Avenue, Ste 10  
Orland Park, Illinois 60462-5353  
T 708 349 3888 F 708 349 1506**MEMORANDUM**

To: Board of Trustees and Village Manager, Village of Wheeling  
From: James V. Ferolo-Klein, Thorpe and Jenkins, Ltd.  
Re: Arbor Court  
Date: April 14, 2016

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**EXECUTIVE SUMMARY**

The attached Redevelopment Agreement authorizes the expenditure by the Village of \$300,000 of TIF funds to pay for the renovation of the Arbor Court apartment buildings and complex. The TIF funded renovations will follow private renovations by the owner at a cost of up to \$300,000. The TIF funded renovations will cover new windows, parking lot expansion, new railings and storm sewer improvements. All improvements will be completed per Village code.

The Developer will invest up to \$300,000 to complete the Private Improvements prior to the Village funding the TIF Improvements. The work will be done in phases as provided in the Redevelopment Agreement. In Phase I of the Private Improvements, the Developer will spend up to \$200,000 to cover the following work: new roofs, new sidewalks and tuck pointing. Once the Phase I Private Improvement work is completed to the Village's satisfaction, the Village will fund up to \$200,000 to cover the Phase I TIF Improvements, which include parking lot expansion and new storm sewers. The Phase 2 Private Improvements include new retaining walls, benches, awnings and bike racks. The Phase 2 TIF Improvements toward which the Village will pledge the remaining \$100,000 include new windows and railings. The Developer must obtain bids for the Private and TIF Improvements for the Village's approval prior to the work beginning.



**MEMORANDUM**

**TO:** Jon A. Sfondilis, Village Manager  
**FROM:** John C. Melaniphy III, Director of Economic Development  
**DATE:** April 14, 2016  
**SUBJECT:** Arbor Court Apartments – Redevelopment Agreement

**EXECUTIVE SUMMARY**

The Village Board approved a term sheet regarding the TIF application from Neder Capital the owners of the Arbor Court Apartment Complex located at 100 Arbor Court earlier this year. Neder Capital has refined their plans and is proposing to make over \$600,000 in improvements at the property. The developer has requested \$300,000 in TIF assistance to improve the property with parking lot expansion, new storm sewer, new railings, and installation of new windows that replace all existing windows which will be conducted in two phases. The developer will also undertake a private project of \$300,000 without any TIF funding to include new sidewalks, tuck pointing, retaining wall east and west side, parking lot railing 7 section, park setting with benches and bike rack installation.

Economic Development staff evaluated the TIF application from Neder Capital for the Arbor Court Apartments located at 100 Arbor Court. Neder Capital is proposing to undertake major improvements to the apartment complex. The owner anticipates this improvement project will cost \$300,000. Neder Capital has requested that the Village fund approximately \$300,000 in TIF assistance upon completion of the improvements. Arbor Court Apartments has approximately 78 units and maintain nearly 100 percent occupancy.

The Redevelopment Agreement stipulates the developer will undertake \$600,000 in total improvements. The owners propose to privately finance and pay for several of the improvements including parking lot addition, sidewalk, new storm sewer for the rear parking lot, retaining wall east and west side, parking lot railing 7 section, park setting with benches, and bike rack installation. This portion of the improvements is referred to the “private project” and will be conducted in two phases. The private project is not part of the TIF request and would amount to \$300,000. The private project includes new roofs, new sidewalks, tuck pointing, retaining wall east and west side; new benches, new awnings and new bike racks, which will also be conducted in two phases.

The developer will spend another \$300,000 to further improve the property. The specific improvements for the public TIF project for which the developer is seeking TIF assistance include parking lot expansion, new storm sewer, new railings and installation of new windows that replace all existing windows, which will be conducted in two phases. The Developer will invest up to \$300,000 to complete the Private Improvements prior to the Village funding the TIF Improvements. The work will be done in phases as provided in the Redevelopment Agreement. In Phase I of the Private Improvements, the Developer will spend up to \$200,000 to cover the following work: new roofs, new sidewalks and tuck pointing. Once the Phase I Private Improvement work is completed, to the Village's satisfaction, the Village will fund up to \$200,000 to cover the Phase I TIF Improvements which include: parking lot expansion and new storm sewers. The Phase 2 Private Improvements include: new retaining walls, benches, awnings and bike racks. The Phase 2 TIF Improvements toward which the Village will pledge the remaining \$100,000 include new windows and railings. The Developer must obtain bids for the Private and TIF Improvements for the Village's approval prior to the work beginning.

The Village's TIF consultant Kane McKenna & Associates evaluated the original TIF proposal and determined the TIF eligible expenses for the project. The applicant projects a total investment of \$600,000 with a request for \$300,000 or 50 percent to be funded through TIF assistance.

Any cost incurred while renovating or improving a private building may be eligible for TIF Funding, per the TIF act "cost of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements. Any new construction creating new features were determined to be ineligible for TIF Funding by the Village's TIF Consultant. Economic Development staff has evaluated the project and the project does meet the eligibility requirements of the TIF act. The project will not add any new property tax increment to the Village.

If it is the consensus of the Board to award TIF funding for the project as described, the owner would proceed to the Site Plan and Building Appearance Review with the Plan Commission. The developer would provide a site plan with the locations and scope of the improvements noted on the plan so it is clear where the improvements will be completed. The Plan Commission would then make recommendations to the Board for consideration as a Major Site Plan and Appearance Modification Ordinance.

Staff is recommending Village Board approval of the redevelopment agreement. The redevelopment agreement contains and the reasonable and customary default provisions for the real estate and TIF transactions. The project is 100 percent TIF eligible and the Village has negotiated an agreement to provide only half of the TIF eligible costs. The public TIF project and private project together will provide \$600,000 in overall improvements to the Arbor Court Apartments and improve the aesthetics of the property and enhance the Crossroad TIF District.

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

**AN ORDINANCE AUTHORIZING  
A REDEVELOPMENT AGREEMENT  
BETWEEN THE VILLAGE OF WHEELING AND  
ARBOR IV, INC. REGARDING THE  
ARBOR COURTS APARTMENTS COMPRISING A PART OF THE  
CROSSROADS (CENTRAL BUSINESS DISTRICT) TIF DISTRICT**

**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. Arbor IV, Inc. (hereinafter referred to as the "DEVELOPER") 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 "DEVELOPER PARCEL").

- E. The DEVELOPER desires to rehabilitate and repair the Arbor Court Apartment Buildings within the Village with a combination of both private and public investments (the "Project").
- F. That attached hereto as EXHIBIT C and made part hereof is a redevelopment agreement, between the DEVELOPER and the VILLAGE, that sets forth the terms and conditions pursuant to which the DEVELOPER will proceed with the PROJECT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").
- G. In accordance with the TIF ACT, it is in the best interest of the VILLAGE to approve the REDEVELOPMENT AGREEMENT.

**SECTION 2:** Based upon the foregoing, and pursuant to the TIF ACT, the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to execute a document in substantial conformity with said REDEVELOPMENT AGREEMENT, 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. The Village Manager is authorized to approve all final changes to the REDEVELOPMENT AGREEMENT, if necessary.

**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 Argiris	_____	Trustee Papantos	_____
Trustee Brady	_____	Trustee Vito	_____
Trustee Krueger	_____	Trustee Vogel	_____
Trustee Lang	_____		

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

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM ONLY

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

Published by me in pamphlet form this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village Clerk

## **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

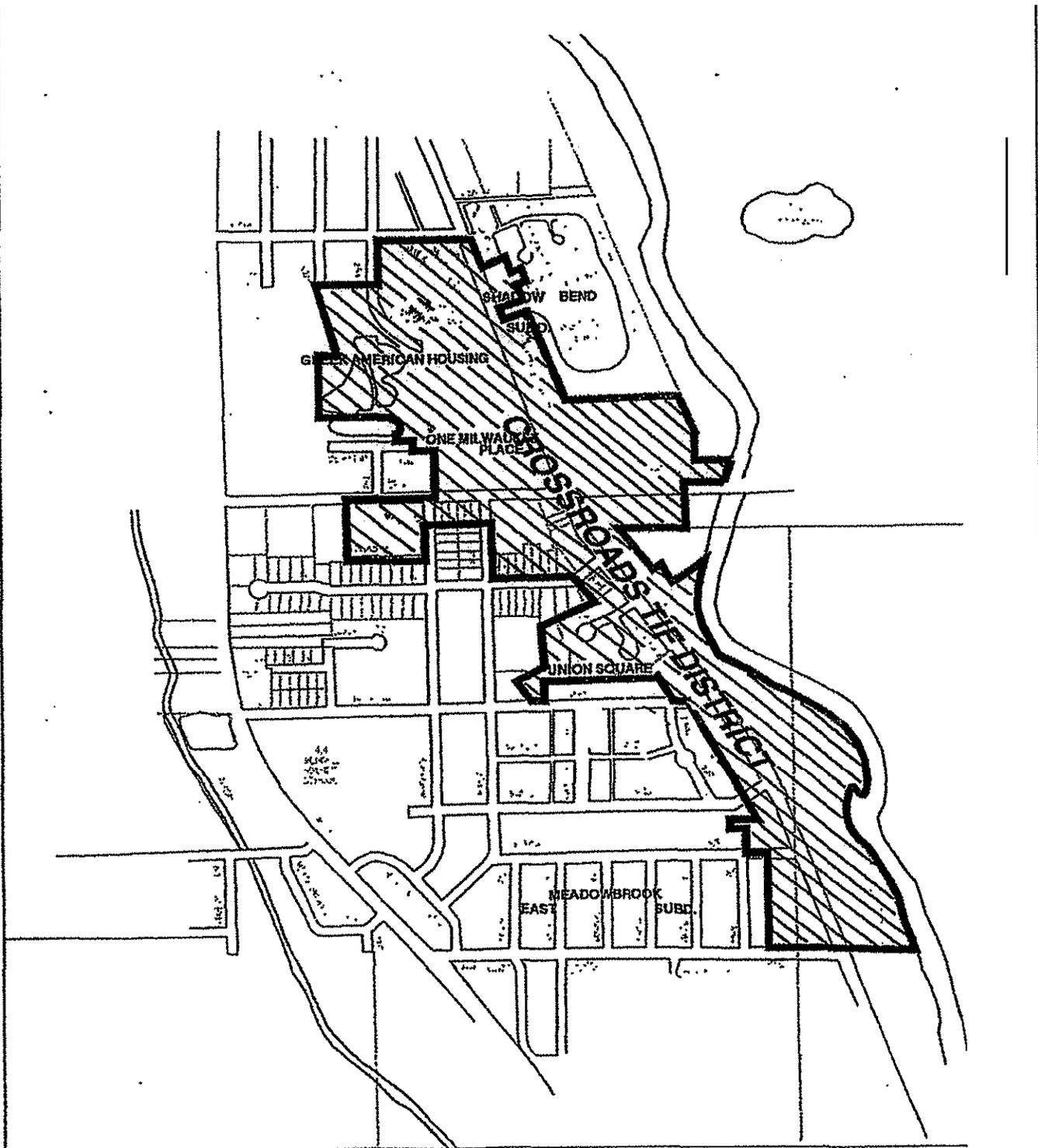
Syndicate Subdivision, Unit No. I; thence southeasterly along the east lines of Lots 42, 41, 40, 39, and 38 in Mors Farm Syndicate Unit No. 1 to the north right-of-way line of Mors Avenue; thence southerly to the northeast corner of Lot 34 in Mors Farm Syndicate Unit No. 1; thence southeasterly along 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 DEVELOPER PARCEL**

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**  
**(Arbor Court)**

**PARCEL 1:**

THE WEST 86.0 FEET OF THE EAST 385.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 FEET (MEASURED 461.88 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE WEST 115.0 FEET OF THE EAST 299.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LANDS IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE WEST 86.0 FEET OF THE EAST 184.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 112.50 FEET (EXCEPT THE EAST 153.0 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 1045.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER OF SAID DUNDEE ROAD 323.63 FEET (MEASURED 323.83 FEET); THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST 322.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE OF DUNDEE ROAD, 1368.75 FEET; THENCE SOUTH 1 DEGREE 40 MINUTES EAST, 272.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED: THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 40.01 FEET; THENCE NORTH 50 DEGREES, 3 MINUTES, 4 SECONDS EAST, 10.31 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST, 26.55 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST, 20.10 FEET; THENCE NORTH 40 DEGREES, 28 MINUTES, 1 SECOND EAST, 18.40 FEET TO A POINT ON A PARALLEL LINE, SAID PARALLEL LINE BEING 272.50 FEET SOUTH OF THE CENTER LINE OF DUNDEE ROAD (MEASURED ALONG A LINE DRAWN PERPENDICULAR TO SAID CENTER LINE), SAID POINT BEING 47.10 FEET EAST OF THE POINT OF BEGINNING (MEASURED ALONG SAID PARALLEL LINE); THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG SAID PARALLEL LINE, 47.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 112.50 FEET OF THE EAST 153.0 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 1045.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER OF SAID DUNDEE ROAD 323.63 FEET; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST 322.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 63.34 FEET OF THE EAST 139.0 FEET OF THE SOUTH 112.50 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE ROAD AND MILWAUKEE ROAD; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 139.0 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 139.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTH 112.50 FEET OF THE EAST 75.66 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 139 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 139 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE OF DUNDEE ROAD, 1368.75 FEET; THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 312.56 FEET TO THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 1 DEGREES 40 MINUTES EAST, 72.49 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST, 20.0 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST, 44.0 FEET; THENCE NORTH 26 DEGREES, 36 MINUTES, 4 SECONDS EAST, 25.54 FEET; THENCE NORTH 50 DEGREES, 3 MINUTES, 4 SECONDS EAST, 9.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE EAST 98.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES WEST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C**

**REDEVELOPMENT AGREEMENT**

(see attached)

**EXECUTION COPY**

**REDEVELOPMENT AGREEMENT  
FOR THE ARBOR COURT APARTMENTS  
COMPRISING A PART OF THE CROSSROADS  
(CENTRAL BUSINESS DISTRICT) TIF DISTRICT  
OF THE VILLAGE OF WHEELING, ILLINOIS**

This Redevelopment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the Village of Wheeling, Illinois, an Illinois home rule municipal corporation (the "Village"), and Arbor IV, Inc., an Illinois limited liability company (the "Developer"). (The Village and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

**WITNESSETH:**

IN CONSIDERATION of the Preliminary Statements, 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. PRELIMINARY STATEMENTS**

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- 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 (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 (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's central business district tax increment financing district (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 Developer 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 (the "Property").
- E. The Property consists of two three story buildings and seven two story garden level buildings having 9 separate PIN numbers and 13 mailing addresses. The property consists of 78 residential rental units, 1, 2 and 3 bedrooms.
- F. The Developer wishes to improve the Property and is seeking TIF assistance to complete a part of the improvements.
- G. The Developer will spend up to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) on private improvements to complete the following: roofs, new Sidewalks, tuck pointing, retaining wall east and west side; new benches, new awnings and new bike racks, which will be conducted in two phases (hereinafter the "Private Improvements") all as shown on the site plan attached hereto a EXHIBIT C.
- H. The Developer is requesting the Village provide Tax Increment Financing ("TIF") in the amount of Three Hundred Thousand and 00/100 (\$300,000.00) in TIF Improvements which will consists of the following: parking lot expansion, new storm sewer, new railings and installation of new windows that replace all existing windows, which will be conducted in two phases (hereinafter "TIF Improvements") all as shown on the site plan attached hereto a EXHIBIT D.
- I. It is necessary for the successful completion of the Project that the Village enter into this Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan.
- J. Developer has been and continues to be unable and unwilling to undertake the TIF Improvements on the Property, but for certain tax increment financing ("TIF") to be provided by the Village in accordance with the Act and the home rule powers of the Village, which the Village is willing to provide under the terms and conditions contained herein. The

Parties acknowledge and agree that but for the TIF incentive, to be provided by the Village, Developer cannot successfully and economically redevelop the Property with the Project, in a manner satisfactory to the Village. The Village has determined that it is desirable and in the Village's best interests to assist Developer in the manner set forth herein and as this Agreement may be supplemented and amended from time to time.

- K. The Village, in order to stimulate and induce development of the Property with the Project, has agreed to finance certain Eligible Redevelopment Costs (as defined below) through Incremental Property Taxes (as defined below) all in accordance with the terms and provisions of the Act and this Agreement.
- L. This Agreement has been submitted to the Corporate Authorities of the Village (as defined below) for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- M. This Agreement has been submitted to the Members of board of directors, of the Developer's limited liability company for consideration and review, the Developer's Members have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all action of the Developer's Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law.
- N. 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, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

## **II. DEFINITIONS**

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, and as follows:

- A. **"Change in Law"** means the occurrence, after the Effective Date, of an event described below in this definition, provided such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

Change in Law means any of the following: (1) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation (other than by the Village or with respect to those made by the Village, only if they violate the terms of this Agreement); (2) the order or judgment of any federal or state court, administrative agency or other governmental body (other than the Village); or (3) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency (other than the Village, or, with respect to those made by the Village, only if they violate the terms of this Agreement). Change in Law, for purposes of this Agreement, shall also include the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the actions to be performed under this Agreement (except any imposition of any conditions on, or delays in, any such issuance or renewal by the Village, except as provided herein).

- B. **"Corporate Authorities"** means the President and Board of Trustees of the Village of Wheeling, Illinois.
- C. **"Effective Date"** means the date on which this Agreement is executed on behalf of the Village, with said date being inserted in the opening paragraph of this Agreement.
- D. **"Final Plans"** means the plans for the Private and TIF Improvements approved by the Village staff, Plan Commission or Village Board, as appropriate.
- E. **"Incremental Property Taxes"** means that portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property at the time of the formation of the Crossroads TIF District, all as determined by the County Clerk of the County of Cook, Illinois, pursuant to and in accordance with the Act, the TIF Ordinances and this Agreement, and which are received by the Village after the Effective Date of this Agreement.
- F. **"Inflation Adjuster"** means three percent (3%).

- G. **"Party"** means the Village and/or Developer and their respective successors and/or assigns as permitted herein, as the context requires.
- H. **"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.
- H. **"Project"** means the combination of the Private Improvements and TIF Improvements.
- J. **"TIF Eligible Redevelopment Costs"** means costs of the Project to be paid or reimbursed from TIF funding, pursuant to the Act, by the Village, as provided in this Agreement.
- K. **"TIF Ordinances"** means those Ordinances referenced in subsection I.C. above.
- L. **"Uncontrollable Circumstance"** means any event which:
1. is beyond the reasonable control of and without the fault of the Party relying thereon; and
  2. is one or more of the following events:
    - a. a Change in Law;
    - b. insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
    - c. epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
    - d. governmental condemnation or taking other than by the Village;
    - e. strikes or labor disputes, or work stoppages not initiated by the Developer;
    - f. unreasonable delay in the issuance of building or other permits or approvals by the Village or other governmental authorities having jurisdiction other than the Village;
    - g. shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
    - h. unknown or unforeseeable geo-technical or environmental conditions;
    - i. major environmental disturbances;
    - j. vandalism;

- k. terrorist acts; or
- l. subject to the limitations as set forth in Section XI.F. below, the inability to legally terminate an existing lease agreement or relocate an existing tenant so as to allow the demolition of a building to take place.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in subsection 2.g. above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or Developer is delayed in its performance under this Agreement by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day.

### **III. CONSTRUCTION OF TERMS**

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- D. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the Agreement shall control.
- F. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

- G. The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. Developer is entitled to rely on the full power and authority of the Persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.
- H. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Developer in a different manner, Developer hereby designates Laura Palti as its authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Developer and with the effect of binding Developer in that connection (such individuals being each designated as an "Authorized Developer Representative"). Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with subsection 18.3 of this Agreement.

#### **IV. COOPERATION OF THE PARTIES**

The Village and the Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement and specific approvals by the Village in the future relative to the zoning and development of the Property and the Project.

#### **V. UNDERTAKINGS ON THE PART OF THE VILLAGE**

- A. **Village Cooperation.** The Village agrees to cooperate with Developer in Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity other than the Village and upon request of Developer, will promptly execute any applications or other documents (upon their approval by the Village) which Developer intends to file with such other governmental or quasi-governmental entities in regard to the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of Developer for applicable demolition permits, building permits, driveway permits, curb cut permits, or other permits necessary for the construction of the Project. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer providing all required and requested documentation including but not limited to engineering reports,

calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and also all Village ordinances and codes, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction.

B. **Incentives.** In relation to the Project, the Village shall reimburse Developer in an amount not to exceed Three Hundred Thousand No/100 Dollars (\$300,000.00) (the "Funding Cap") for TIF Eligible Redevelopment Project Costs relative to the Project as set forth in EXHIBIT D attached hereto and made part hereof, provided that no Incremental Property Taxes, Net Incremental Property Taxes or general TIF incremental revenues generated by the Crossroads TIF District (the "General TIF Revenues") shall be paid for any costs other than TIF Eligible Redevelopment Project Costs, prior to completion by the Developer of the "Private Improvements". Said Funding Cap shall be reimbursed to the Developer as follows:

1. Three Hundred Thousand No/100 Dollars (\$300,000.00), to be paid in accordance with and subject to the following:
  - a. The Developer, prior to beginning construction on **the Private Improvements or the TIF Improvements**, will submit plans to the Village and Plan Commission and proposals from contractors for the work, which must be approved by the Village before the work begins. The Developer will additionally comply with all Village Code requirements, including, but not limited to bidding, zoning and permit approval requirements. The Developer will further provide evidence of payment for the Private Improvements to the Village in a form reasonably satisfactory to the Village.
  - b. After completion of Phase One of the Private Improvements, with proof of payment and appropriate lien waivers, the Village will deposit an amount which equals the amount Developer expended to perform the repairs identified in Phase One of Exhibit C, but in no event shall the amount be in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) into an escrow account with Chicago Title and Trust pursuant to an escrow agreement to be approved by the Village to be used to fund Phase One of the TIF Improvements. Developer shall have the right to use said money to complete Phase One of the TIF Improvements only after the Developer has obtained written approval from the Village of the proposed contracts to complete the Phase One TIF Improvements. Developer shall obtain at least three proposals for each area of the work through a

competitive bidding process to be approved by the Village. Once the competitive bidding process and contracts are approved by the Village, Developer shall have the right to submit contractor invoices to the Chicago Title and Trust for payment.

- c. After completion of Phase Two of the Private Improvements, with proof of payment and appropriate lien waivers, the Village will deposit, the difference between the Funding Cap and the amount deposited pursuant to paragraph b above, into an escrow account with Chicago Title and Trust pursuant to an escrow agreement to be approved by the Village to be used to fund Phase Two of the TIF Improvements. Developer shall have the right to use said money to complete Phase Two of the TIF Improvements only after the Developer has obtained written approval from the Village of the proposed contracts to complete the Phase Two TIF Improvements. Developer shall obtain at least three proposals for each area of the work through a competitive bidding process to be approved by the Village. Once the competitive bidding process and contracts are approved by the Village, Developer shall have the right to submit contractor invoices to the Chicago Title and Trust for payment. Any monies not expended shall be returned to the Village's TIF fund.
- d. The sums to be paid by the Village to the Developer under this subsection shall not exceed, in the aggregate, Three Hundred Thousand No/100 Dollars (\$300,000.00).

## **VI. DEVELOPER'S OBLIGATIONS**

Developer shall have the obligations set forth below, in addition to those set forth elsewhere in this Agreement, for the development, construction, financing, completion and furtherance of the Project:

- A. The Developer will construct the Project in full conformance with all applicable Village Code requirements and underlying zoning requirements.
- B. Developer shall provide Village with a cash deposit, or a surety bond or letter of credit, in form and substance satisfactory to the Village, in an amount equal to one hundred twenty five percent (125%) of the Village Engineer's estimate of the cost of construction of both the TIF Improvements, to secure the construction thereof. A separate surety bond or letter of credit may be provided for each of Phase I and Phase II of the TIF Improvements.

- C. Developer shall park and stage all construction equipment, materials and vehicles to be used in relation to the construction of the Project at such site(s) as may be designated by the Village from time to time.
- D. Within ninety (90) days of the Village approving this Agreement, Developer shall have applied for (and made all submittal requirements in conformance with Village codes and ordinances) all (or such staged or partial permits as contemplated herein) requisite zoning approvals building permits, curb-cut permits and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with the Village Code.
- E. As a prerequisite to obtaining any building permits for the Project or for any particular phase of the Project, the Developer, on or before the date that is ninety (90) days after the Effective Date of this Agreement, shall demonstrate to the Village's satisfaction that Developer has sufficient funds and financing plan to pay the costs of the Project. The Developer shall provide the Village with evidence of its financial condition, including financial statements for the most recent fiscal year, evidence of private equity and construction loan financing necessary to complete each Phase of the Private Improvements, UCC, tax and judgment searches, a certificate of insurance and other customary financial documents. To evidence that fact, Developer may obtain a term sheet, in form and content that is typical in the industry and is satisfactory to the Village, for construction financing for the Project or portion thereof, and shall furnish a complete copy of such terms sheet to the Village. The Village's approval shall not be unreasonably withheld.

The Village shall be named as a beneficiary on all performance, labor, and material bonds and completion guarantees relating to TIF Improvements being constructed by the Developer and/or improvements in any street right-of-way and/or required by Developer's lender or the Developer or any other entity (including the Village) providing labor and/or material relative to the Project or any portion thereof. Duplicate originals of said bonds and/or completion guarantees naming the Village as a beneficiary shall be provided to the Village within sixty (60) days of the Developer having obtained a commitment for financing as stated herein. Alternatively, Developer may in its discretion submit written evidence to the Village in a form and substance satisfactory to the Village, that Developer has access to sufficient funds to pay the cost of the Project, without obtaining third party financing. This proof may also be a personal financial statement of the Developer or its principals. The Village's approval shall not be unreasonably withheld. If Developer fails to meet any of the requirements of this subsection, the Village shall be relieved of its obligations under this

Agreement (subject to the Village's compliance with the default and cure provisions set forth below).

- F. Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision and planned development codes, building codes, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter), life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village, or any of its rules or regulations or amendments thereto which are in effect from time to time during the construction and maintenance of the Project and/or during the term of this Agreement.
- G. Developer shall meet with the Corporate Authorities and Village staff up to four (4) times a year and make presentations to the Corporate Authorities and Village staff as reasonably requested by the Village President or Village Manager in order to keep the Village apprised of the progress of the Project.
- H. During construction, the Developer shall also keep all public streets clean on a daily basis, and for each day in which such public streets are not properly clean, the Developer shall pay the Village the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for each such violation. The Developer also agrees to coordinate all construction with any special events planned by the Village, particularly including, but not limited to, events occurring on or along Dundee Road or Milwaukee Avenue. In the event of any such special events, such coordination with the Village shall include a specific traffic plan approved by the Village for both vehicles and pedestrians during the special event.
- I. The Developer shall complete each phase of the Project within one hundred twenty (120) days from the issuance of the all appropriate Village permits for a particular phase of the Project including both the Private Improvements and the TIF Improvements.
- J. The Developer shall be required to return and/or reimburse the Village all monies received from the Village under this Agreement in the event that the Project is not completed by the Developer within the time limits set forth in this Agreement for the completion of the Project. If the Developer fails to complete the Project within the time limits set forth in this

Agreement, the Developer shall reimburse the Village any such amounts within sixty (60) days after the required completion date for the Project.

## VII. ADDITIONAL COVENANTS OF DEVELOPER

- A. **Developer Existence.** Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois corporation, so long as Developer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement.
- B. **Further Assistance and Corrective Instruments.** The Village and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's and the Developer's sound legal discretion.
- C. **No Gifts.** Developer covenants that no officer, stockholder, employee or agent of Developer, or any other Person connected with Developer, has made, offered or given, either directly or indirectly, to any member of the Corporate Authorities, or any officer, employee or agent of the Village, or any other Person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.
- D. **Disclosure.** Concurrently with execution of this Agreement, Developer shall disclose to the Village the names, addresses and ownership interests of all Persons that have an ownership interest in the Developer, together with such supporting documentation that may be requested by the Village. Developer further agrees to notify the Village throughout the term of this Agreement of the names, addresses and ownership interests of any new owners of the Developer.
- E. **Prevailing Wage.** Developer shall comply with the Prevailing Wage Act to the extent public improvements are constructed with the funds being provided to the Developer by the Village hereunder.

## VIII. ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the building, plumbing, mechanical, electrical, storm water management, fire prevention, property maintenance, zoning and subdivision codes of the Village and all other germane codes and ordinances of the Village in effect from time to time during the course of construction of the Project.

Developer, by executing this Agreement, expressly warrants that it has examined and is familiar with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereafter) and land use regulations, codes, ordinances, federal, state and local ordinances, and the like, currently in effect.

## **IX. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that as of the date hereof and until completion of the Project:

- A. **Organization and Authorization.** Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against Developer which would result in any material and adverse change to Developer's financial condition, or which would materially and adversely affect the level of Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of Developer to proceed with the construction and development of the Project.
  
- B. **Non-Conflict or Breach.** Neither the execution and delivery of this Agreement by Developer, the consummation of the transactions contemplated hereby by Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of Developer (with Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which Developer or any of its partners or venturers is now a party or by which Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Developer, any related party or any of its venturers under the terms of any instrument or agreement to which Developer, any related party or any of its partners or venturers is now a party or by which Developer, any related party or any of its venturers is bound.

- C. **Financial Resources.** Developer has sufficient financial and economic resources to implement and complete Developer's obligations contained in this Agreement.
- D. **Notice of Violations.** The Developer represents and warrants that it has not received any notice from any local, state or federal official that the activities of the Developer with respect to the Property and/or the Project may or will be in violation of any environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute.

## X. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. **Organization and Authority.** The Village is an Illinois home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Agreement.
- B. **Authorization.** The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement:
  - 1. have been duly authorized by all necessary corporate action on the part of the Village;
  - 2. require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement; and
  - 3. shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.
- C. **Litigation.** To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Crossroads TIF District in any court or before any governmental authority

which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

## **XI. INSURANCE**

- A. The Developer, and any successor in interest to the Developer, shall obtain and continuously maintain insurance on the Property and the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and continuously maintain, provided that the Developer shall obtain the insurance described in subsection 1. below prior to the commencement of construction of any portion of the Project (excluding excavation and footings):
1. Builder's risk insurance, written on the so-called "Builder's Risk - Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
  2. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$5,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
  3. Workers compensation insurance, with statutory coverage.
- B. All insurance required in this Section XI shall be obtained and continuously maintained through responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Section XI, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section XI. In lieu of separate policies, the Developer or its successor or assign, may maintain a single

policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

## **XII. INDEMNIFICATION, HOLD HARMLESS AND RELEASE PROVISIONS**

- A. The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or the Property or arising under this Agreement or actions in furtherance thereof to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.
- B. Except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Village in this Agreement.

## **XIII. EVENTS OF DEFAULT AND REMEDIES**

- A. **Developer Events of Default.** The following shall be Events of Default with respect to this Agreement:
  - 1. If any material representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.

2. Default by Developer for a period of thirty (30) days after written notice thereof in the performance or breach of any material covenant contained in this Agreement, or any other agreement, financing or otherwise, concerning the existence, structure or financial condition of Developer and/or the Project and Property; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days and Developer, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures such default within thirty (30) days after such notice.
3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
4. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Developer generally to pay such entity's debts as such debts become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within sixty (60) consecutive days.
5. Failure to have funds to meet Developer's obligations; provided, however, that such default shall constitute an Event of Default only if Developer does not remedy the default within sixty (60) days after written notice from the Village.
6. Developer abandons the Project on the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than sixty (60) days for any reason other than: (a) Uncontrollable Circumstances or (b) if Developer is ahead of its planned construction schedule.

7. Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement; provided, however, that such default shall constitute an Event of Default only if the Developer does not, within sixty (60) days after written notice from the Village, remedy the default.

B. **Village Events of Default.** The following shall be Events of Default with respect to this Agreement:

1. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if the Village does not remedy the default within thirty (30) days after written notice from Developer.
2. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an Event of Default only if the Village does not, within thirty (30) days after written notice from Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within thirty (30) days of written notice of such default.
3. Default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Developer and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances.

C. **Remedies for Default.** In the case of an Event of Default hereunder:

1. The defaulting Party shall, upon written notice (in accordance with the provisions of Section XV(C). of this Agreement) from the non-defaulting Party, take immediate action to cure or remedy such Event of Default. If, in such case, any monetary Event of Default is not cured within thirty (30) days, or if in the case of a non-monetary Event of Default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such Event of Default or

breach shall not be cured or remedied within a reasonable time, but in no event more than thirty (30) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement. The non-defaulting Party shall be entitled to reasonable attorney fees in the event a court action is filed and the non-defaulting Party is the prevailing Party.

2. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Developer and the Village shall continue as though no such proceedings had been taken.
3. In the case of an Event of Default by Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligation to pay any incentive amounts to the Developer.
4. In the case of an Event of Default by the Village and its failure to cure such default after due notice and within the time period provided for in this Agreement, in addition to any other remedies at law or in equity, the Developer shall be relieved of its obligations under this Agreement if it so elects, and the Developer shall have the right, if it so elects, to terminate this Agreement.

**D. Reimbursement of Village for Legal and Other Fees and Expenses.**

1. In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:
  - a. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

- b. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and the Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the Village Manager of the Village and notice of the amount due for any expenses, including but not limited to court costs, attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.
  
- E. **No Waiver by Delay or Otherwise.** Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving Party of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.
  
- F. **Rights and Remedies Cumulative.** The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

#### **XIV. EQUAL EMPLOYMENT OPPORTUNITY**

- A. **No Discrimination.** Developer will comply with all federal, state and local laws relating to equal employment opportunity. To the extent permitted by law, Developer will use reasonable efforts to employ qualified residents of the Village.
  
- B. **Advertisements.** Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Contractors.** Any contracts made by Developer with any general contractor, agent, employee, independent contractor or any other Person in connection with the Project shall contain language similar to that recited in subsections A. and B. above.

## XV. MISCELLANEOUS PROVISIONS

- A. **TIF Provisions.** A delineation of the TIF Eligible Redevelopment Costs for the Project are set forth on EXHIBIT E attached hereto, and the Village shall not reimburse the Developer for any costs of the Project not listed on said EXHIBIT E.
- B. **Cancellation.** In the event Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the TIF Plan, including Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Project or the covenants and agreements or rights and privileges of Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this subsection B., to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to Developer for buildings permitted and under construction to the extent permitted by said Court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.
- C. **Notices.** All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village:                      Village President  
   Village of Wheeling  
   2 Community Boulevard

Wheeling, Illinois 60090

With a copy to: Village Manager  
Village of Wheeling  
2 Community Boulevard  
Wheeling, Illinois 60090

and: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606-2903  
Attention: James V. Ferolo

If to Developer: Ms. Laura Palti  
Arbor IV LLC  
100 Arbor Court  
Wheeling, IL 60090

With a copy to: Mraibie & Associates  
Attn: John Mraibie  
14497 John Humphrey Drive Suite 200  
Orland Park, IL 60462

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

D. **Time is of the Essence.** Time is of the essence of this Agreement.

E. **Integration.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

- F. **Counterparts.** This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.
- G. **Recordation of Agreement.** The Parties agree to record a memorandum of this Agreement, executed by the then current owners of the Property in the appropriate land or governmental records. Developer shall pay the recording charges.
- H. **Severability.** If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- I. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the parties hereto shall be brought in Cook County, Illinois.
- J. **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and Developer, and may not be modified or amended except by a written instrument executed by the Parties hereto.
- K. **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Developer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
- L. **Waiver.** Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

- M. **Cooperation and Further Assurances.** The Village and Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.
- N. **Successors in Interest.** At any time, the Developer may assign its rights or obligations under this Agreement for the purpose of obtaining financing for the Project or any portion thereof to any entity in which the Developer owns a controlling interest. Developer may not otherwise assign its rights or obligations under this Agreement to any other person or entity without prior written consent of the Village, in its sole discretion.
- O. **No Joint Venture, Agency or Partnership Created.** Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.
- P. **No Personal Liability of Officials of Village or Developer.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Corporate Authorities, Village Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.
- Q. **Repealer.** To the extent that any ordinance, resolution, rule, order or provision of the Village's code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.
- R. **Term.** This Agreement shall remain in full force and effect during the life of the Crossroads TIF District, as extended.
- S. **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate ("Estoppel Certificate") certifying that this Agreement is in full force and effect (unless such is not the case, in which such Parties shall specify the

basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to that specific request only.

T. **Assignment.** This Agreement and the rights and obligations hereunder, may not be assigned by Developer prior to completion of the Project (as evidenced by issuance of certificate(s) of occupancy for the entire Project by the Village to the Developer) unless the Village in the exercise of its sole and absolute discretion consents in writing to such assignment. After the issuance of the aforesaid certificate(s) of occupancy by the Village, the Developer shall have the right to assign this Agreement and its rights and obligations hereunder, subject to the consent in writing of the Village, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the Village's right to consent to an assignment shall expire ten (10) years from the Effective Date.

**XVI. EFFECTIVE DATE**

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date being inserted on page 1 hereof.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

**Village of Wheeling,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Dean Argiris, Village President

**ATTEST:**

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

**Arbor IV LLC,**  
an Illinois limited liability company

By: \_\_\_\_\_  
,Its Managing Member

**ATTEST:**

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

**ACKNOWLEDGMENT**

State of Illinois     )  
                                  ) SS  
County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dean Argiris and Elaine E. Simpson, personally known to me to be the Village President and Village Clerk of the Village of Wheeling, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

State of Illinois            )  
  ) SS  
County of Cook            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

## **EXHIBIT A-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.

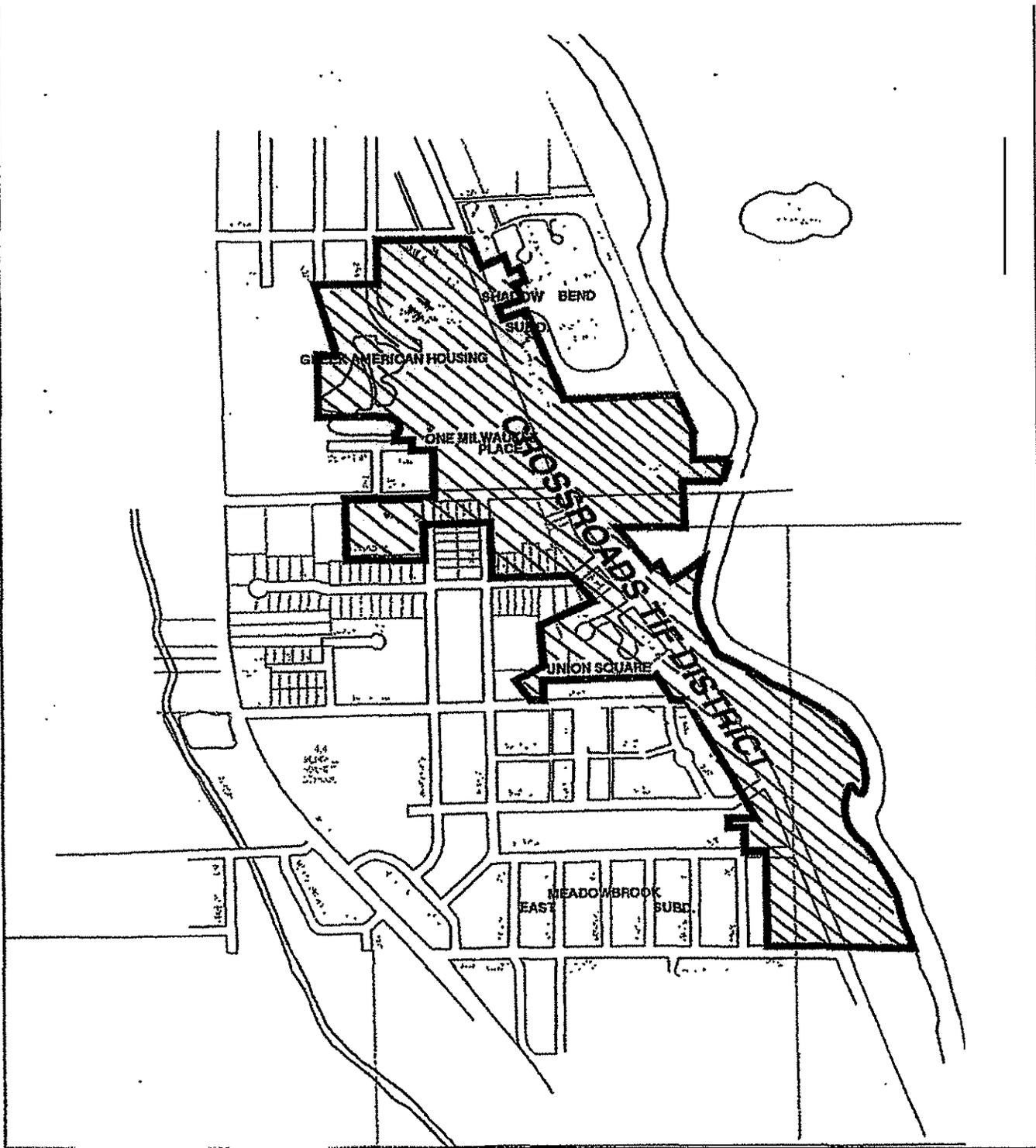
**Street Location:** The Crossroads (Central Business District) TIF District Redevelopment Project Area generally includes the property along both sides of Milwaukee Avenue, from Strong Avenue on the north to Manchester Drive on the south, with extensions eastward to the Des Plaines River and westward past First Street along Dundee Road.

**EXHIBIT A-2**

**Crossroads TIF District**

**Map**

(see attached)



**EXHIBIT B**

**Legal Description of the “Property”**

**EXHIBIT A**  
**DESCRIPTION OF THE LAND**  
**(Arbor Court)**

**PARCEL 1:**

THE WEST 86.0 FEET OF THE EAST 385.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 FEET (MEASURED 461.88 FEET) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE WEST 115.0 FEET OF THE EAST 299.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LANDS IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE WEST 86.0 FEET OF THE EAST 184.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 112.50 FEET (EXCEPT THE EAST 153.0 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 1045.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER OF SAID DUNDEE ROAD 323.63 FEET (MEASURED 323.83 FEET); THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST 322.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE OF DUNDEE ROAD, 1368.75 FEET; THENCE SOUTH 1 DEGREE 40 MINUTES EAST, 272.50 FEET TO THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED: THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 40.01 FEET; THENCE NORTH 50 DEGREES, 3 MINUTES, 4 SECONDS EAST, 10.31 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST, 26.55 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST, 20.10 FEET; THENCE NORTH 40 DEGREES, 28 MINUTES, 1 SECOND EAST, 18.40 FEET TO A POINT ON A PARALLEL LINE, SAID PARALLEL LINE BEING 272.50 FEET SOUTH OF THE CENTER LINE OF DUNDEE ROAD (MEASURED ALONG A LINE DRAWN PERPENDICULAR TO SAID CENTER LINE), SAID POINT BEING 47.10 FEET EAST OF THE POINT OF BEGINNING (MEASURED ALONG SAID PARALLEL LINE); THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG SAID PARALLEL LINE, 47.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE SOUTH 112.50 FEET OF THE EAST 153.0 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 1045.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE CONTINUING SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER OF SAID DUNDEE ROAD 323.63 FEET; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE NORTH 88 DEGREES 20 MINUTES EAST 322.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 63.34 FEET OF THE EAST 139.0 FEET OF THE SOUTH 112.50 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE ROAD AND MILWAUKEE ROAD; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 139.0 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 139.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTH 112.50 FEET OF THE EAST 75.66 FEET OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST 139 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES EAST 139 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION OF LAND IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE CENTER LINE OF DUNDEE ROAD; THENCE SOUTH 88 DEGREES 20 MINUTES WEST ALONG THE CENTER LINE OF DUNDEE ROAD, 1368.75 FEET; THENCE SOUTH 1 DEGREES 40 MINUTES EAST, 312.56 FEET TO THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED; THENCE CONTINUING SOUTH 1 DEGREES 40 MINUTES EAST, 72.49 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES WEST, 20.0 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST, 44.0 FEET; THENCE NORTH 26 DEGREES, 36 MINUTES, 4 SECONDS EAST, 25.54 FEET; THENCE NORTH 50 DEGREES, 3 MINUTES, 4 SECONDS EAST, 9.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THE EAST 98.0 FEET (EXCEPT THE SOUTH 112.50 FEET THEREOF) OF THAT PART OF LOT "A" IN WILLE'S CONSOLIDATION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF DUNDEE ROAD, SOUTH 88 DEGREES 20 MINUTES WEST 906.12 FEET FROM A STONE IN THE CENTER OF DUNDEE AND MILWAUKEE ROADS; THENCE SOUTH 1 DEGREES 40 MINUTES EAST 385.0 FEET; THENCE SOUTH 88 DEGREES 10 MINUTES WEST 461.88 FEET; THENCE NORTH 1 DEGREES 40 MINUTES WEST 385.0 FEET TO THE CENTER OF DUNDEE ROAD; THENCE NORTH 88 DEGREES 20 MINUTES WEST 462.63 (MEASURED 461.88 FEET) FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C**

**Site Plan for the Private Improvements**

(to be provided by Developer)

# Arbor Court

## Exhibit C

### Estimated Cost of Improvement

#### RDA

#### Private

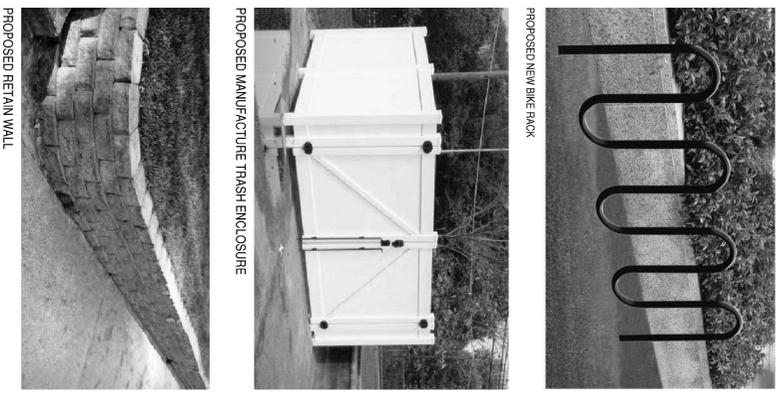
#### Phase I

1. New Roof & Gutters ( per site plan) Buildings 160,162,164 & 190	\$90,000.00
2. New sidewalks ( per Plan)	40,000.00
3. Tuck-pointing & Stucco Facade ( per site plan)	70,000.00
Total	\$200,000.00

#### Phase II

1. New Retainer Walls (per site plan)	\$15,000.00
2. 3 New Metal Commercial Benches	9,000.00
3. 13, New Awnings	\$22,000.00
4. New Bike Rack ( per site Plan)	6,000.00
5. Tuck- pointing & Stucco Façade ( per site plan)	48,000.00
Total	\$100,000.00

EXHIBIT C&D



Arbor Court Apartments  
 Rolnik Investments, LLC 350 East Dundee Road,

66' R.O.W. HERETOFORE DEDICATED AS FOR PUBLIC STREET PURPOSES

The building footprint and location of structure and design shown on this plan are subject to change based on final design, construction, and other factors. The plan is for informational purposes only and does not constitute a contract.

**EXHIBIT D**

**Site Plan showing TIF Improvements**

(to be provided by Developer)

**Exhibit D**  
**“TIF Improvements**  
**RDA Public**

**Phase I**

<b>1. New Windows</b>	<b>\$200,000.00</b>
	<b>Total \$200,000.00</b>

**Phase II**

<b>1. New Railings</b>	<b>\$5,000.00</b>
<b>2. Parking lot Expansion</b>	<b>65,000.00</b>
<b>3. New Storm Sewer</b>	<b>30,000.00</b>
<b>Total</b>	<b>\$100,000.00</b>



**EXHIBIT E**

**The TIF Eligible Redevelopment Project Costs  
Relative to the Project that are  
Subject to Reimbursement Under the Agreement**

(to be provided by the Developer and approved by the Village)