

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, MAY 2, 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 April 4, 2016
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

Proclamation: [Diane Poppenga Day – May 4, 2016](#)
Proclamation: [Gregory Rubinkowski Day – May 6, 2016](#)
Proclamation: [Peace Officers Memorial Day & National Police Week – May 15–21, 2016](#)
Proclamation: [National Public Works Week – May 15–21, 2016](#)
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 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 Adoption of Revisions to the Personnel Policy Manual for the Village of Wheeling](#)**
 - B. [Resolution Establishing Compensation Plans of the Village of Wheeling for Fiscal Year 2016](#)**

- C. [Resolution Authorizing the Village President to Execute a Settlement Agreement and Mutual Release](#)
 - D. [Resolution Authorizing the Execution of an Amended Pipeline Relocation Reimbursement Agreement between the Village of Wheeling, WTC LLC, and the West Shore Pipeline Company for the Relocation of a Pipeline to an Area Comprising a Part of the Town Center II TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois](#)
 - E. [Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085](#)
12. **OLD BUSINESS** NONE
13. **NEW BUSINESS** All listed items for discussion and possible action
- A. [Resolution Authorizing the Execution of an Intergovernmental Agreement between the Board of Education of Community Consolidated School District No. 21, and the Board of Trustees of the Village of Wheeling](#)
 - B. [Ordinance Granting a Variation from Title 19, Zoning, Relating to Rear Yard Setback Regulations at 384 Marion Court \[Docket No. 2016-5\]](#)
 - C. [Ordinance Granting Special Use – Site Plan Approval for an Animal Grooming Facility – 501 N. Wolf Road \[Docket No. 2016-7\]](#)
 - D. [Resolution Accepting a Proposal from Manhard Consulting for Engineering Services for Wolf Court Diversionary Channel Crossing and Roadway](#)
14. **OFFICIAL COMMUNICATIONS**
15. **APPROVAL OF BILLS** April 14–27, 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.***



VILLAGE OF WHEELING PROCLAMATION

Diane Poppenga Day – May 4, 2016

WHEREAS, Diane Poppenga began her employment as a Radio Operator with the Wheeling Police Department on April 14, 1987; and

WHEREAS, through the years Diane Poppenga has held assignments in support services as a Records Clerk, PIMS Liaison, and VisionAir Liaison; and

WHEREAS, throughout her career Diane Poppenga has dedicated herself to making Wheeling a safer place to live and work; and

WHEREAS, after 29 years of dedicated service with the Wheeling Police Department, Diane Poppenga is retiring;

NOW THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim May 4, 2016, “Diane Poppenga Day” in the Village of Wheeling in recognition and appreciation of her many years of dedicated service to the community and the Police Department.

DATED at the Village of Wheeling this 2nd day of May, 2016.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



**VILLAGE OF WHEELING
PROCLAMATION**

**Gregory Rubinkowski Day
May 6, 2016**

WHEREAS, Gregory Rubinkowski joined the Wheeling Fire Department on February 6, 1984 as a "Firefighter"; and

WHEREAS, he completed the necessary training to become certified as a "Firefighter II" in 1985, a "Paramedic" in 1985, an "Underwater Rescue & Recovery Diver" in 1985, a "Hazardous Materials - First Responder" in 1989, a "Paramedic Preceptor" in 1999; an "Airport Firefighter" in 2000, a "Firefighter III" in 2000, a "Fire Instructor I & II" in 2009, a "Fire Officer I" in 2009, a "Fire Department Safety Officer" in 2011, a "Fire Officer II" in 2011, and an "Advanced Technician Firefighter" in 2013.

WHEREAS, as a result of his professional skills and abilities he was promoted to the rank of "Lieutenant/Paramedic" in 2010; and

WHEREAS, throughout his entire career, Lieutenant/Paramedic Gregory Rubinkowski took a very active role in mentoring, nurturing, and fostering the professional development of many new and/or less experienced department personnel; and

WHEREAS, after completing more than 32 years with the Wheeling Fire Department, Lieutenant/Paramedic Gregory Rubinkowski is now retiring.

NOW, THEREFORE, I, Dean Argiris, Village President of the Village of Wheeling, do hereby proclaim May 6, 2016, "Gregory Rubinkowski Day" in the Village of Wheeling in recognition and appreciation of his many years of dedicated emergency service to humanity and our community.

Proclaimed this 2nd day of May 2016.



Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



Village of Wheeling Proclamation

Peace Officers Memorial Day & National Police Week

May 15-21, 2016

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Wheeling Police Department; and

WHEREAS, nearly 16,000 assaults against law enforcement officers were reported in 2014, resulting in approximately 14,000 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including Officer Kenneth R. Dawson of the Wheeling Police Department, whose End of Watch was November 5, 1985; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 officers killed in 2015 and 129 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil on the evening of May 13, 2016, as part of the observances for National Police Week; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff;

NOW THEREFORE I, Dean S. Argiris, President of the Village of Wheeling, formally designate May 15–21, 2016, as Police Week in the Village of Wheeling, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

DATED at the Village of Wheeling this 2nd day of May, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk





**PROCLAMATION
VILLAGE OF WHEELING**

**“Public Works Always There”
National Public Works Week
MAY 15 - MAY 21, 2016**

WHEREAS, public works services provided in our community are an integral part of our citizens’ everyday lives; and

WHEREAS, the support of understanding and informed citizenry is vital to the efficient operation of public works programs and systems, such as water, sewers, streets, urban forestry, public buildings and fleet maintenance; and

WHEREAS, the health, safety and comfort of a community greatly depends on these facilities and services, especially in times of flooding, snow and ice control, water distribution for fire protection, etc.; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, are dependent upon the efforts and skill of public works employees; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is influenced and supported by citizens’ attitude and understanding of the importance of the work they perform; and

WHEREAS, this year marks the 56th annual National Public Works Week sponsored by the American Public Works Association (APWA).

THEREFORE, I, DEAN S. ARGIRIS, PRESIDENT OF THE VILLAGE OF WHEELING, do hereby proclaim May 15 through May 21, 2016 as **NATIONAL PUBLIC WORKS WEEK** in Wheeling, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and recognize the contributions which public works employees make to our health, safety, welfare and quality of life.

DATED at the Village of Wheeling this 2nd day of May, 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: May 2, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Adoption of Revisions to the Personnel Policy Manual for the Village of Wheeling

SUBMITTED BY: Michael A. Crotty, Assistant Village Manager/Director of Human Resources

DESCRIPTION OF ITEM¹: Adoption of revisions to Personnel Policy Manual that eliminate voluntary access to the Village Health Insurance Program for regular part-time employees working fewer than 30 hours per week, given the lack of participation and the availability of alternatives made possible by the national Affordable Care Act.

BUDGET²: N/A

BIDDING³:

EXHIBIT(S) ATTACHED: Resolution, Memorandum and Red-lined Section of Personnel Policy Manual

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *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.*

² *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).*

³ *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: Village President and Board of Trustees
FROM: Michael A. Crotty, Assistant Village Manager/Director of Human Resources
DATE: April 27, 2016
SUBJECT: Personnel Policy Manual Revisions – Health Insurance

EXECUTIVE SUMMARY

Staff is recommending that the Personnel Policy Manual be revised to remove the ability of regular part-time employees working between 20 and 29 hours per week to participate in the Village’s health insurance program in light of the availability of insurance through the state exchanges established in conjunction with the Affordable Care Act.

Under the Affordable Care Act, and pursuant to long-standing Village policy, regular full-time employees and regular part-time employees who work at least 30 hours per week are eligible to participate in the Village health insurance program. Additionally, Village policy currently allows, on a voluntary basis, regular part-time employees who work at least 20 but fewer than 30 hours per week the opportunity to participate in the HMO health plan provided that they pay a pro-rated share of the monthly premium (there is no ACA requirement to cover these employees). Currently, there are no part-time Village employees participating in the Village’s health insurance program, and, in fact, there hasn’t been for some time. While there are no part-time employees currently participating, the cost of insurance in the event that someone participates approximates \$24,000 per year, and the Village would incur a significant portion of that. As the cost of insurance has increased over the years, this benefit, if accessed by part-time employees represents a significantly greater cost than what it would have in the past.

As a result of the national Affordable Care Act, access to affordable health insurance for those who are not eligible for insurance through their employers or other means is now provided through state exchanges. Because the ACA has created options for such employees that didn’t exist in the past, and because this is a policy that is not being accessed by our employees and hasn’t been for a significant time, staff is recommending that Section 9.05 “Health Insurance” of the Personnel Policy Manual be amended to delete reference to part-time employee participation that would not otherwise be required under the ACA.

/mac
attachment

the employee would have received for the sick day during the year it is contributed. The Village will deposit these monies in the employee's 457 deferred compensation plan. {Revised April 6, 2009}

9.05 Health Insurance

9.051 The Village provides choice of hospitalization and major medical benefit programs to all employees who are regular full-time and regular part-time who work a minimum of thirty (30) hours per week, as well as to any employee who worked an average of 30 hours per week during the Village's designated Standard Measurement Period (SMP) as defined in section 9.053. New non-union employees will be asked to select a program when they begin their employment with the Village and may change their program during the annual Open Enrollment period. ~~Regular part-time employees who work over twenty (20) hours per week may enroll in any of the HMO plans provided that they pay a pro-rated (based on a full-time employee) share of the monthly premium as calculated by the Director of Finance.~~ Union employees are subject to the terms and conditions of their collective bargaining contract with respect to selection of benefit programs. Detailed information may be obtained regarding the provisions of the programs from the Personnel Officer. {Revised 5/2/16}

9.052 Employees are eligible for health insurance coverage beginning thirty (30) days after their employment date.

9.053 A Standard Measurement Period (SMP) of November 1 through October 31 of each year is established by the Village as the look back period used to determine whether an employee has worked an average of 30 hours per week. If an employee averaged 30 hours of work per week during the preceding (SMP), that employee is considered full-time (for purposes of this health insurance provision) for the duration of the Village's Stability Period defined as January 1 through December 31. If an employee averaged less than 30 hours of work per week during the preceding SMP, the employee is considered part-time for the duration of that same Stability Period.

If an employee's hours change such that his or her status changes from full-time to part-time or from part-time to full-time during the Village Stability Period, no changes will occur in insurance designation in either case. For example, an employee is determined to be full-time during the SMP and elects to enroll in the Village's insurance. If his or her hours drop substantially and he or she essentially becomes part-time again, he or she will remain classified as a full-time employee for the purpose of healthcare reform and may remain enrolled in insurance until the stability period has ended. After such time, he or she may be eligible for COBRA.

The Village has established an Administrative Period from November 1 through December 31 of each year during which time an employee who is deemed to have worked an average of 30 hours per week during the preceding SMP may

RESOLUTION NO. 16-_____

**A RESOLUTION AUTHORIZING THE
ADOPTION OF REVISIONS TO THE PERSONNEL POLICY
MANUAL FOR THE VILLAGE OF WHEELING**

WHEREAS, the Village President and Board of Trustees adopted Resolution No. 85-177 on December 16, 1985, adopting a Personnel Policy Manual for the Village of Wheeling; and

WHEREAS, the Village President and Board of Trustees subsequently adopted comprehensive revisions and amendments to the Personnel Policy Manual on June 11, 2007 and again on April 6, 2009; and

WHEREAS, the Village desires to amend certain sections of the Personnel Policy Manual pertaining to health insurance availability for certain regular part-time employees; and

WHEREAS, the President and Board of Trustees have determined that it is necessary and in the best interests of the Village of Wheeling to update and revise its Personnel Policy Manual.

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 of Wheeling Personnel Policy Manual be revised as set forth in the accompanying documents attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the revised Personnel Policy Manual be effective immediately for all employees except as otherwise stated therein.

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

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

ADOPTED this _____ day of May, 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

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: Resolution Establishing Compensation Plans of the Village of Wheeling for Fiscal Year 2016

SUBMITTED BY: Jon A. Sfondilis, Village Manager

DESCRIPTION OF ITEM¹: Adoption of Compensation Plans for Fiscal Year 2016 increasing salary ranges of non-union employees by 2.50%

BUDGET²: N/A

BIDDING³:

EXHIBIT(S) ATTACHED: Resolution and Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *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.*

² *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).*

³ *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: Village President and Board of Trustees

FROM: Jon A. Sfondilis, Village Manager

DATE: April 27, 2016

SUBJECT: Compensation and Classification – Non-union

EXECUTIVE SUMMARY

The Village Manager is recommending a 2.50% adjustment to salaries for non-union personnel, with due consideration of market data and adjustments applicable for unionized employees in the Village. This level adjustment is supported by funds included in the FY2016 budget.

Attached is the recommended Compensation and Classification schedule for the period May 1, 2016 through April 30, 2017. The schedule reflects a 2.50% adjustment to the salary schedules for all non-union positions.

The recommendation comes with due consideration of market data obtained from other jurisdictions as well as any known adjustments applicable for certain unionized employees as contained in the applicable collective bargaining agreements. When establishing these adjustments for non-union personnel, it is important to balance both market data and internal equity issues among our own workforce.

By way of historical perspective, salary ranges for the various employee groups have been adjusted as follows, consistent with collective bargaining agreements where applicable:

	2012	2013	2014	2015	2016
Police (Sworn)	2.25%	2.50%	2.50%	2.75%	TBD
Fire (Sworn)	2.25%	2.50%	2.50%	2.75%	TBD
Police (Non-sworn)	2.25%	2.50%	2.50%	2.75%	TBD
Public Works	2.25%	2.25%	2.50%	2.75%	2.75%
Non-Union	2.00%	2.50%	2.50%	2.75%	TBD

Since 2009, there has been slight variation between employee groups with respect to each group's salary range general adjustment. The collective bargaining process involves various trade-offs between wages and benefits, making it appropriate to consider the overall compensation package structured as a part of those negotiations when reviewing base wage adjustments. Nevertheless, too great a variation in general wage adjustments between employee groups can result in compression issues between the pay grades of unionized employees and their supervisors. The Village, in fact, experienced this in recent years and took corrective action with respect to those particular issues and positions in 2011.

I am recommending that the compensation and classification plan for non-unionized employees be adjusted by 2.50% effective May 1, 2016. Market data indicates the average adjustment among certain comparable communities to be approximately 2.30%, and while I am aware that my recommendation is

slightly greater than that, I believe that this rate of adjustment is appropriate to guard against unreasonable compression. At this point in 2016, we are currently in negotiations with three of the Village's four bargaining units, and as such, wages have not been settled for any of those groups. Public Works employees represented by AFSCME are entering the third year of a three year contract that was executed in late 2014, and that contract provides for a slightly higher range adjustment than what is being recommended for non-represented employees.

You can see on the attached spreadsheet that there are some communities that have implemented similar adjustments, presumably after the same type of analysis performed here. This recommendation applies to all non-union salaries with the exception of Department Head salaries whose positions are evaluated and increases are determined by the Village Manager with due consideration to the approved FY2016 budget.

Sufficient funds are included in the 2016 Budget in anticipation of the recommended adjustment.

JAS/mac
attachments

General Adjustments Comparable Communities

January 1, 2016 Effective Dates

Buffalo Grove	2.50%
Des Plaines	2.00%
Deerfield	2.25%
Glenview*	2.00%
Highland Park	2.00%
Hoffman Estates	2.50%
Morton Grove	2.00%
Mount Prospect	2.00%
Palatine	2.50%
Wilmette**	2.875%

May 1, 2016 Effective Dates

Arlington Heights	2.50%
Elk Grove Village***	2.00%
Libertyville	2.25%
Mundelein	2.75%
Niles	2.50%
Northbrook***	2.25%
Park Ridge***	2.00%
Vernon Hills***	2.50%

AVERAGE ALL	2.30%
AVERAGE JANUARY	2.26%
AVERAGE MAY	2.34%

*3% for non-union sworn

**2.75 on 1/1/16 and .25 on 7/1/16

***Recommended or anticipated only

Village of Wheeling
 PAY PLAN - CLERICAL
 5/01/16

<u>Range</u>	<u>Job Title</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1	PT Clerk	33,981 1,306.96 17.42615	35,678 1,372.23 18.29641	37,464 1,440.92 19.21231	39,333 1,512.81 20.17077	41,305 1,588.65 21.18205	43,369 1,668.04 22.24051	45,537 1,751.42 23.35231
2	N/A	35,678 1,372.23 18.29641	37,464 1,440.92 19.21231	39,333 1,512.81 20.17077	41,305 1,588.65 21.18205	43,369 1,668.04 22.24051	45,537 1,751.42 23.35231	47,810 1,838.85 24.51795
3	N/A	37,464 1,440.92 19.21231	39,333 1,512.81 20.17077	41,305 1,588.65 21.18205	43,369 1,668.04 22.24051	45,537 1,751.42 23.35231	47,810 1,838.85 24.51795	50,203 1,930.88 25.74513
4	N/A	39,333 1,512.81 20.17077	41,305 1,588.65 21.18205	43,369 1,668.04 22.24051	45,537 1,751.42 23.35231	47,810 1,838.85 24.51795	50,203 1,930.88 25.74513	52,715 2,027.50 27.03333
5	Finance Clerk Program Planner/Site Coord.	42,390 1,630.38 21.73846	44,452 1,709.69 22.79590	46,622 1,793.15 23.90872	48,896 1,880.62 25.07487	51,290 1,972.69 26.30256	53,800 2,069.23 27.58974	56,435 2,170.58 28.94103
6	RMS Liaison	43,369 1,668.04 22.24051	45,537 1,751.42 23.35231	47,810 1,838.85 24.51795	50,203 1,930.88 25.74513	52,715 2,027.50 27.03333	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513
7	License/Permit Clerk	45,537 1,751.42 23.35231	47,810 1,838.85 24.51795	50,203 1,930.88 25.74513	52,715 2,027.50 27.03333	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513	61,024 2,347.08 31.29436
8	AP/Customer Svc Coordinator Staff Secretary Utility Billing/Revenue Collection Coordinator	47,810 1,838.85 24.51795	50,203 1,930.88 25.74513	52,715 2,027.50 27.03333	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513	61,024 2,347.08 31.29436	64,077 2,464.50 32.86000
9	Administrative Secretary	50,203 1,930.88 25.74513	52,715 2,027.50 27.03333	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513	61,024 2,347.08 31.29436	64,077 2,464.50 32.86000	67,282 2,587.77 34.50359
10	Financial Services Coordinator Permit Coordinator	52,715 2,027.50 27.03333	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513	61,024 2,347.08 31.29436	64,077 2,464.50 32.86000	67,282 2,587.77 34.50359	70,649 2,717.27 36.23026
11	Executive Secretary	55,353 2,128.96 28.38615	58,120 2,235.38 29.80513	61,024 2,347.08 31.29436	64,077 2,464.50 32.86000	67,282 2,587.77 34.50359	70,649 2,717.27 36.23026	74,183 2,853.19 38.04256

Village of Wheeling
 PAY PLAN - PROFESSIONAL/SUPERVISORY/TECHNICAL
 5/1/2016

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Range	Job Title							
1	N/A	51,934 1,997.46 26.63282	55,139 2,120.73 28.27641	57,740 2,220.77 29.61026	61,603 2,369.35 31.59128	65,212 2,508.15 33.44205	69,030 2,655.00 35.40000	73,234 2,816.69 37.55590
2	N/A	53,488 2,057.23 27.42974	56,642 2,178.54 29.04718	59,972 2,306.62 30.75487	63,501 2,442.35 32.56462	67,230 2,585.77 34.47692	71,184 2,737.85 36.50462	75,522 2,904.69 38.72923
3	N/A	56,166 2,160.23 28.80308	59,471 2,287.35 30.49795	62,969 2,421.88 32.29179	66,671 2,564.27 34.19026	70,340 2,705.38 36.07179	74,745 2,874.81 38.33077	79,307 3,050.27 40.67026
4	Com. Dev. Coordinator IT Support Specialist PT Fire Dept. Training Officer	58,638 2,255.31 30.07077	62,090 2,388.08 31.84103	65,740 2,528.46 33.71282	69,601 2,676.96 35.69282	73,242 2,817.00 37.56000	78,020 3,000.77 40.01026	82,551 3,175.04 42.33385
5	Accountant Business Development Coordinator Contract Assistant Human Resources Coordinator Inspectors - Building, Electrical, Eng., Fire Health, Municipal and Plumbing (PT) Social Worker	61,327 2,358.73 31.44974	64,937 2,497.58 33.30103	68,749 2,644.19 35.25590	72,790 2,799.62 37.32821	77,072 2,964.31 39.52410	81,608 3,138.77 41.85026	86,491 3,326.58 44.35436
6	Foreman, Utility, Street/Forestry	64,094 2,465.15 32.86872	67,862 2,610.08 34.80103	71,853 2,763.58 36.84769	76,070 2,925.77 39.01026	80,548 3,098.00 41.30667	85,282 3,280.08 43.73436	90,353 3,475.12 46.33487
7	Civil Engineer I Senior Planner	67,039 2,578.42 34.37897	70,980 2,730.00 36.40000	75,153 2,890.50 38.54000	79,570 3,060.38 40.80513	84,246 3,240.23 43.20308	89,204 3,430.92 45.74564	94,598 3,638.38 48.51179
8	Health Officer IS Administrator	71,393 2,745.88 36.61179	74,299 2,857.65 38.10205	78,667 3,025.65 40.34205	83,288 3,203.38 42.71179	88,183 3,391.65 45.22205	93,369 3,591.12 47.88154	99,149 3,813.42 50.84564
9A	PW Superintendents: Building, Fleet, Forestry/Street Civil Engineer II	73,483 2,826.27 37.68359	77,806 2,992.54 39.90051	82,378 3,168.38 42.24513	87,222 3,354.69 44.72923	92,354 3,552.08 47.36103	97,784 3,760.92 50.14564	103,877 3,995.27 53.27026
9B	N/A	73,851 2,840.42 37.87231	78,195 3,007.50 40.10000	82,790 3,184.23 42.45641	87,660 3,371.54 44.95385	92,812 3,569.69 47.59590	98,274 3,779.77 50.39692	104,399 4,015.35 53.53795
10	Village Planner	77,165 2,967.88 39.57179	81,495 3,134.42 41.79231	86,510 3,327.31 44.36410	92,073 3,541.27 47.21692	96,981 3,730.04 49.73385	102,685 3,949.42 52.65897	108,898 4,188.38 55.84513

Village of Wheeling

PAY PLAN - PROFESSIONAL/SUPERVISORY/TECHNICAL

5/1/2016

<u>Range</u>	<u>Job Title</u>							
11A	Asst. Finance Director Utility Superintendent	80,767	85,524	90,553	95,875	101,520	107,484	114,050
		3,106.42	3,289.38	3,482.81	3,687.50	3,904.62	4,134.00	4,386.54
		41.41897	43.85846	46.43744	49.16667	52.06154	55.12000	58.48718
11B	Assistant Public Works Director	82,585	87,447	92,591	98,033	103,800	109,902	116,617
		3,176.35	3,363.35	3,561.19	3,770.50	3,992.31	4,227.00	4,485.27
		42.35128	44.84462	47.48256	50.27333	53.23077	56.36000	59.80359
12	Village Engineer	84,717	89,694	94,974	100,561	106,474	112,732	119,598
		3,258.35	3,449.77	3,652.85	3,867.73	4,095.15	4,335.85	4,599.92
		43.44462	45.99692	48.70462	51.56974	54.60205	57.81128	61.33231
13	Battalion Chief Commander	88,699	93,909	99,438	105,286	111,478	118,029	125,219
		3,411.50	3,611.88	3,824.54	4,049.46	4,287.62	4,539.58	4,816.12
		31.23204	33.06655	35.01338	37.07254	39.25282	41.55951	44.09120
14	N/A	92,868	98,322	104,111	110,236	116,717	123,576	131,104
		3,571.85	3,781.62	4,004.27	4,239.85	4,489.12	4,752.92	5,042.46
		47.62462	50.42154	53.39026	56.53128	59.85487	63.37231	67.23282
15	Deputy Fire Chief Deputy Police Chief	97,234	102,945	109,005	115,417	122,203	129,383	137,266
		3,739.77	3,959.42	4,192.50	4,439.12	4,700.12	4,976.27	5,279.46
		49.86359	52.79231	55.90000	59.18821	62.66821	66.35026	70.39282

RESOLUTION NO. 16-_____

A RESOLUTION ESTABLISHING COMPENSATION PLANS OF THE VILLAGE OF WHEELING FOR FISCAL YEAR 2016

WHEREAS, the Village of Wheeling endeavors to adequately compensate its employees; and

WHEREAS, the Village has reviewed proposed and actual salary adjustments for comparable positions in area municipalities; and

WHEREAS, the Village has considered the current economic environment and the Village's ability to fund salary adjustments; and

WHEREAS, based on this information, the Village Manager has recommended amending the current compensation plans to the Village President and Board of Trustees; and

WHEREAS, the President and Board of Trustees find the proposed compensation plans to be in the best interest of the Village of Wheeling.

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 Clerical and Professional/Supervisory/Technical Compensation Plans for Fiscal Year 2016, attached hereto and made a part hereof, are hereby approved and shall become effective May 1, 2016.

Trustee _____ moved, seconded by Trustee _____, that

Resolution No. 16-_____ be adopted.

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

ADOPTED this _____ day of May, 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

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village President to Execute a Settlement Agreement and Mutual Release

SUBMITTED BY: James V. Ferolo, Klein, Thorpe & Jenkins, Ltd.

BASIC DESCRIPTION OF ITEM: The attached Resolution authorizes the execution of a Settlement Agreement and Mutual Release for the purpose of resolving a lawsuit related to a collision between a Village Police Department patrol vehicle and a pedestrian, which resulted in the death of the pedestrian. The total settlement is \$853,195 which will be paid in its entirety by the Village's insurance company. The settlement is not an admission of liability but the compromise of a claim that the both sides were prepared to present at trial.

EXHIBIT(S) ATTACHED: Resolution and Settlement Agreement

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

RESOLUTION NO. 16-_____

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A
SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

WHEREAS, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the “Village”) is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Plaintiff, OSCAR MORALES (“Plaintiff”), on behalf of himself and as the special administrator of the estate of Fredi Morales, deceased, filed an action entitled *Oscar Morales, individually and as special administrator of the estate of Fredi Morales, deceased v. Village of Wheeling and Preston Robertson*, Case Number 2014 L 9645 (the “Lawsuit”), in the Circuit Court of Cook County, Illinois; and

WHEREAS, Plaintiff’s alleged cause of action arises out of a collision on September 14, 2014 between a Village-owned Police Department patrol vehicle and a pedestrian; and

WHEREAS, the Village Board, without any admission of liability, deems that it is in the Village’s best interest to amicably resolve any and all disputes, claims, actions or causes of action related to the Lawsuit.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

The Village President is authorized to execute the “Settlement Agreement and Mutual Release” (the “Agreement”) in substantial conformity with the Agreement attached hereto as **EXHIBIT A**.

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

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

Adopted this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT A

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

**OSCAR MORALES, individually, and as)
special administrator of the Estate of)
FREDI MORALES, deceased,)
)
Plaintiffs,)**

v.)

Case No. 2014 L 9645

**PRESTON ROBERTSON, individually)
and as Agent, Servant and Employee of)
the Village Of Wheeling, and)
VILLAGE OF WHEELING, an Illinois)
Municipal Corporation,)
)
Defendants.)**

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the “Agreement”) is made and entered into this _____ day of _____, 2016 (the “Effective Date”), by and between the following parties: Oscar Morales, individually, and as special administrator of the estate of Fredi Morales, and Maricela Carolina Velasquez, Gregorio Morales, Briseida Morales, and Alex Morales (collectively the “Plaintiffs”), the Village of Wheeling (the “Village”), and Preston Robertson (individually “Robertson,” and collectively with the Village the “Defendants”).

PREAMBLE

WHEREAS, Plaintiffs filed the above-captioned lawsuit against Defendants on September 16, 2014 in the Circuit Court of Cook County, Law Division (the “Lawsuit”); and

WHEREAS, Plaintiffs asserts various claims against the Defendants set forth more particularly in the pleadings in the Lawsuit, which claims Defendants have denied and continue to deny; and

WHEREAS, it is now the desire of Plaintiffs and Defendants to fully and finally resolve and settle the Lawsuit, and any and all other claims or matters which may exist or arguably existed between them, as of the date of this Agreement, and enter into a full and final compromise, settlement and mutual release.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Plaintiffs and Defendants agree as follows:

SECTION 1. INCORPORATION OF THE PREAMBLE. Each of the introductory statements contained in the preamble are incorporated into Section 1 of this Agreement as material terms and provisions agreed to by Plaintiffs and Defendants.

SECTION 2. COMPROMISE AND SETTLEMENT. This Agreement constitutes the compromise and settlement of disputed claims that is made solely to avoid further costs and risks of litigation. Nothing contained herein, nor any actions taken by Plaintiffs or Defendants in connection herewith, shall constitute, be construed as or be deemed to be, an admission of fault, liability or wrongdoing whatsoever on the part of any party, such fault, liability and wrongdoing being expressly denied.

SECTION 3. SETTLEMENT OF ALL CLAIMS. Plaintiffs and Defendants intend this Agreement to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or not asserted, known or unknown, that Plaintiffs may have against Defendants up to the date of this Agreement.

SECTION 4. DISMISSAL OF THE LAWSUIT. Plaintiffs shall dismiss with prejudice the Lawsuit in its entirety against Defendants as set forth in Section 5 this Agreement. Prior to dismissal of the Lawsuit, Plaintiffs shall make a request to the Court presiding over the Lawsuit for a stay of all substantive action in the Lawsuit, including but not limited to rendering decisions on the fully-briefed motions for summary judgment, setting expert witness disclosure schedules, and so on, to allow Plaintiffs time to prepare for the release of the settlement funds as set forth in Section 5 of this Agreement. If the Court presiding over the Lawsuit fails to stay the Lawsuit when requested, or if the Court otherwise orders that substantive action occur in the Lawsuit, Plaintiffs shall voluntarily dismiss the Lawsuit with leave to refile, because it is the intent of Plaintiffs and Defendants that no substantive action on the Lawsuit shall occur after the Effective Date.

SECTION 5. PAYMENT AND ADDITIONAL CONSIDERATION TO PLAINTIFFS. In return for Plaintiffs' dismissal of all their claims and their Lawsuit against Defendants in its entirety and with prejudice, with each party to bear its own costs except as set forth in this Section 5, the Village agrees to cause its insurer to pay Plaintiffs the sum of Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00), inclusive of all Plaintiffs' attorneys' fees and costs (the "Payment"). Plaintiffs are responsible for paying their own attorneys' fees and costs, except as provided below regarding the "Mediation Fees." The Payment shall be made out as ordered by the Circuit Court of Cook County during its approval of this Agreement pursuant to Section 2 of the Illinois Wrongful Death Act, 740 ILCS 180/2, with the parties requesting that the Court approve the issuance of a single check for the amount of the Payment to be made to "Fisher & LaMonica, P.C. and Oscar Morales, as Special Administrator of the Estate of Fredi Morales." The Payment shall be distributed by Oscar Morales, as Special Administrator of the Estate of Fredi Morales amongst the Plaintiffs as ordered by the Circuit Court of Cook County. The Village also agrees to cause its insurer to pay to Plaintiffs their mediation deposit of Three Thousand One Hundred Ninety Five and No/100 Dollars (\$3,195.00), and the Village shall cause its insurer to pay the balance of the Plaintiffs' and Defendants' mediation fees due and owing to ADR Systems (the "Mediation Fees").

The Payment and Mediation Fees shall be subject to the following conditions precedent, if the Lawsuit has not been voluntarily dismissed as set forth in Section 4 above:

A. Approval by the Circuit Court of Cook County of the terms of this Agreement pursuant to Section 2 of the Illinois Wrongful Death Act, 740 ILCS 180/2.

B. Dismissal of the Lawsuit against Defendants with prejudice, and without leave to refile.

If the Lawsuit has not been voluntarily dismissed as set forth in Section 4 above, the Payment and Mediation Fees shall be issued within fifteen (15) business days from the date the later of the conditions in Section 5(A) or 5(B) are met. If the Lawsuit has been voluntarily dismissed as set forth in Section 4 above, the Payment and Mediation Fees shall be issued within fifteen (15) business days from the date the order is entered voluntarily dismissing the Lawsuit.

SECTION 6. PLAINTIFFS' RESPONSIBILITY FOR LIENS. Except as otherwise provided in this Agreement, Plaintiffs agree to assume responsibility for all outstanding liens of any kind, those known and unknown, including but not limited to medical liens and attorney liens, from the proceeds of this settlement. In the event that any liens are enforced which have been served upon Plaintiffs, Plaintiffs agree to hold harmless Defendants, and their respective trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns for all said liens. Plaintiffs also agree to defend Defendants against the enforcement of said liens and to assume all costs, expenses, and attorneys' fees related to said defense.

SECTION 7. GENERAL RELEASE AND COVENANT NOT TO SUE. Plaintiffs, on behalf of themselves and their heirs, executors, administrators, successors and assigns, for and in consideration of the payment set forth herein, irrevocably and unconditionally releases and forever discharges and acquits Defendants, and their respective trustees, officials officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns from any and all claims, charges, liabilities, debts, demands, grievances and causes of action of whatsoever kind up to the date of this Agreement, whether at law or in equity, whether accrued, contingent or inchoate, and whether known or unknown, suspected or unsuspected, or otherwise which Plaintiffs have, had or may have up to the date of this Agreement against Defendants, and their respective trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns arising from or relating to acts or omissions of any kind through the date of this Agreement, or involving the future or continuing effects of any acts or omissions of any kind which occurred through the date of this Agreement.

The claims released and waived by this Agreement include, but are not limited to, claims relating to or arising out of the allegations and claims set forth in the pleadings in the Lawsuit, specifically claims for wrongful death, negligence, and willful and wanton conduct, and money damages and allegations related thereto or other claims up to the date of this Agreement under

any federal, state or local constitution, statute, regulation, order, common law or other authority having the force of law.

Plaintiffs acknowledge and agree that the nature, materiality, extent and results of the claims compromised and released by this Agreement may not now all be known or anticipated by them. However, it is the intention of the parties hereto that this Agreement shall be effective as a bar to each and every claim, charge, liability, and/or cause of action of any kind up to the date of this Agreement that Plaintiffs may have against Defendants, and their respective trustees, officials, officers, administrators, employees, directors, agents, successors, executors, legal and/or personal representatives of any kind, insurers, and assigns. Plaintiffs further acknowledge and agree that they may hereafter discover facts different from or in addition to those now known, suspected or believed to be true with respect to such claims, demands or causes of action and agrees that this release will be and remain effective in all respects notwithstanding any such differences or additional facts.

Plaintiffs further covenant and agree not to sue, to file a charge, to make a claim or demand, to commence or maintain, or assist or otherwise participate (except, as required by law, to give testimony), in any action or proceeding of any kind that would be precluded by the release of claims, charges, liabilities, and/or causes of action herein, in any court, before any government agency or in any other forum or to accept any money, benefit, or other relief from any proceeding, which would be precluded by this release, whether brought directly by them or brought by any other person, agency or entity which would provide relief or benefit to Plaintiffs and agree to indemnify Defendants against all liability, costs and expenses and attorneys' fees in the event any Plaintiff breaches this release and covenant not to sue.

This Section 7 relates solely to any and all civil causes of action that the Plaintiffs may have against the Defendants, and that the Defendants may assert against the Plaintiffs related to the Lawsuit. Nothing in this Section 7 prohibits the Plaintiffs or Defendants from publicly speaking or expression about the events that gave rise to the Lawsuit.

SECTION 8. [Intentionally blank]

SECTION 9. NO ATTORNEYS' FEES. Plaintiffs waive their right, if any, to collect attorneys' fees incurred in this litigation from Defendants. Defendants will pay all litigation related expenses incurred by Defendants, and Defendants waives their right, if any, to collect attorneys' fees and costs incurred in this litigation from Plaintiffs. Plaintiffs and Defendants will each bear their own respective legal fees and expenses incurred by each of them, in the negotiation and preparation of this Agreement.

SECTION 10. CHOICE OF LAW; SAVINGS PROVISION. This Agreement will be governed by Illinois law without regard to the choice of law provisions thereof. If any provisions of this Agreement shall be invalidated or refused enforcement by any court of competent jurisdiction, the provisions not invalidated or refused enforcement shall remain in full force and effect.

SECTION 11. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Plaintiffs and Defendants with respect to the matters set forth herein and supersedes all prior agreements or understandings, if any, between the parties. Plaintiffs acknowledge that except for the explicit provisions of this Agreement, no promises or representations of any kind have been made to them by Defendants or their attorneys, to induce them to enter into this Agreement. No modification of this Agreement can be made except in writing and signed by Plaintiffs and a representative of Defendants.

SECTION 12. FOR SETTLEMENT ONLY. This Agreement is entered into for settlement purposes only and represents the compromise of disputed claims, actual or potential, which Plaintiffs have or may believe they have up to the date of this Agreement. Neither this Agreement, the decision to enter into this Agreement, nor anything done pursuant to this Agreement, shall be construed to be an admission or evidence of any wrongdoing or liability by Plaintiffs or Defendants, such wrongdoing and liability being expressly denied. Nor will this Agreement, its existence or its terms, be admissible in any proceeding other than a proceeding to enforce the terms of this Agreement.

SECTION 13. REPRESENTATIONS AND WARRANTIES BY ALL PARTIES. All of the parties represent and warrant as to himself, herself or itself that: (a) he, she or it has the capacity, full power and authority to enter into this Agreement; (b) the individual signing on behalf of the Village of Wheeling is authorized to do so; (c) he, she or it has not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement; (d) there are no other charges, complaints, suits, arbitrations or other claims or proceedings pending between the parties in any court, before any agency, or in any forum; and (e) only the persons and parties executing this Agreement have any right, title or interest in any of the claims covered by this Agreement.

SECTION 14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Plaintiffs and Defendants and their respective personal representatives, special administrators, agents, insurers, attorneys, executors, administrators, heirs, successors and assigns.

SECTION 15. KNOWING AND VOLUNTARY SIGNING OF BINDING CONTRACT. Plaintiffs represent and warrant that they have read this Agreement and understands all of its terms and executes this Agreement voluntarily and without duress or undue influence, and with full knowledge of its significance, intending to be legally bound. Plaintiffs acknowledge that by signing this Agreement, they are GIVING UP ALL CLAIMS AGAINST ALL DEFENDANTS THAT MAY EXIST UP TO THE DATE OF THIS AGREEMENT.

SECTION 16. OPPORTUNITY TO CONSULT ADVISORS. Plaintiffs and Defendants have had reasonable opportunity to consult with attorneys or other advisors of their own choosing before executing this Agreement. The Agreement was provided to Plaintiffs, if requested, in Spanish or another language of Plaintiffs' choice, prior to Plaintiffs' execution of the Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which may be signed separately and may be enforceable as an original, but all of which together shall constitute but one (1) agreement.

SECTION 18. VILLAGE APPROVAL. The Village's approval of this Agreement shall not be effective until and unless it is approved at an open meeting of the President and Board of Trustees of the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing their signatures and the date of execution where indicated below.

**OSCAR MORALES, INDIVIDUALLY,
AND AS SPECIAL ADMINISTRATOR
OF THE ESTATE OF FREDI MORALES**

MARICELA CAROLINA VELASQUEZ

Dated: _____

Dated: _____

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

Notary Public

Notary Public

GREGORIO MORALES

BRISEIDA MORALES

Dated: _____

Dated: _____

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

Notary Public

Notary Public

ALEX MORALES

Dated: _____

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

Notary Public

VILLAGE OF WHEELING

By: Village President

Dated: _____

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

Notary Public

PRESTON ROBERTSON

Dated: _____

SUBSCRIBED AND SWORN TO before
me this __ day of _____, 2016.

Notary Public

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Execution of an Amended Pipeline Relocation Reimbursement Agreement between the Village of Wheeling, WTC LLC, and the West Shore Pipeline Company for the Relocation of a Pipeline to an Area Comprising a Part of the Town Center II TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois.

SUBMITTED BY: James V. Ferolo, Klein, Thorpe & Jenkins, Ltd.

BASIC DESCRIPTION OF ITEM: The attached resolution authorizes the execution of an Amended Pipeline Relocation Reimbursement Agreement pursuant to the Redevelopment Agreement for the Town Center Project. The amended agreement reflects an increase in the cost to move the pipeline from \$1,487,000 to \$1,984,000. The Village and the Developer will continue to split the costs of relocation.

EXHIBIT(S) ATTACHED: Resolution, Agreement and Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED PIPELINE RELOCATION REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF WHEELING, WTC LLC, AND THE WEST SHORE PIPELINE COMPANY FOR THE RELOCATION OF A PIPELINE TO AN AREA COMPRISING A PART OF THE TOWN CENTER II TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS

BE IT RESOLVED, 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 find as follows:

- A. The Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its home rule powers and in accordance with the TIF ACT, on July 7, 2014, the corporate authorities of the VILLAGE adopted Ordinance Numbers 4866, 4867, and 4868 in accordance with the TIF ACT and its home rule powers, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S TOWN CENTER II TIF DISTRICT (hereinafter referred to as the "TOWN CENTER II TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. WTC, LLC (hereinafter referred to as the "DEVELOPER") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, (hereinafter referred to as the "SUBJECT PROPERTY") on which the DEVELOPER intends to construct a mixed use project including a 300 unit luxury apartment building, movie theater, restaurants and retail establishments (hereinafter referred to as the "DEVELOPMENT").
- E. On August 4, 2014, the VILLAGE approved a Redevelopment Agreement, between the DEVELOPER and the VILLAGE, which sets forth the terms and conditions pursuant to which the DEVELOPER will proceed with the

DEVELOPMENT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").

- F. On February 2, 2015 the Village Board approved a First Amendment to the Redevelopment Agreement.
- G. On July 6, 2015 the Village Board approved a Second Amendment to the Redevelopment Agreement
- H. On March 8, 2016, the Village Board approved a Restated Redevelopment Agreement.
- I. Pursuant to the Amended Redevelopment Agreement, the Developer and the Village have agreed to enter into a three party agreement with West Shore Pipeline for the relocation of the pipeline in order to allow the Town Center Development Site Plan to proceed in a manner unencumbered by the existing pipeline.
- J. The attached Amended Pipeline Relocation Reimbursement Agreement reflects an increase in the projected cost of the Pipeline Relocation.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT and the VILLAGE'S home rule powers, a AMENDED PIPELINE RELOCATION REIMBURSEMENT AGREEMENT that is in substantial conformity with the AMENDED PIPELINE RELOCATION REIMBURSEMENT AGREEMENT attached hereto as EXHIBIT A is hereby approved, with all final changes subject to the approval of the Village Manager. The President and Clerk of the VILLAGE are authorized and directed to execute and deliver such other related instruments, once finalized, including said AMENDED PIPELINE RELOCATION REIMBURSEMENT REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A and all exhibits thereto.

SECTION 3: That this Resolution 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

Dean S. Argiris, Village President

ATTEST:

Elaine Simpson, Village Clerk

Approved as to form only:

Village Attorney

Published by me in pamphlet form this _____ day of _____,
2016.

Village Clerk

EXHIBIT A

AMENDED PIPELINE RELOCATION REIMBURSEMENT AGREEMENT

**AMENDED PIPELINE RELOCATION REIMBURSEMENT
AGREEMENT**
Wheeling Town Center 16-Inch Pipeline Relocation

THIS AGREEMENT made and entered into this ____ day of _____, 2016; by and among the VILLAGE OF WHEELING, having an office at 2 Community Boulevard, Wheeling, IL 60090 (hereinafter called “**the Village**”), WTC, LLC, having an office at 4 Executive Boulevard, Suite 200, Suffern New York 10901 (hereinafter called “**the Developer**”); and WEST SHORE PIPE LINE COMPANY, having an office at 5 TEK Park, 9999 Hamilton Boulevard, Breinigsville, PA 18031 (hereinafter called “**West Shore**”).

WITNESSETH

WHEREAS, West Shore owns and operates a sixteen-inch (16”) pipeline which traverses property in part of the Southwest Quarter of Section 2, and in part of the Northwest Quarter of Section 11, all in Township 42 North, Range 11 East of the Third Principal Meridian, in the Village of Wheeling, Cook County, Illinois; said property being subject to an easement held by West Shore and;

WHEREAS, the Developer plans to develop the aforementioned property and such development will require the relocation of West Shore's sixteen-inch (16”) pipeline;

NOW, THEREFORE, in consideration of the parties’ respective obligations hereunder, the parties, intending to be legally bound, agree to the following:

1. [a] Relocation Project: West Shore agrees to relocate the existing sixteen-inch (16”) pipeline for the purpose of accommodating the Developer's proposed property improvements to the location generally described upon Exhibit “A” attached hereto and made a part hereof which consists of a thirty (30) foot easement area (“**Relocated Pipeline Easement Area**”) in accordance with West Shore's design and specifications and with all applicable requirements of state and federal law, subject to the further terms and conditions of this Agreement. West Shore shall cause such relocation to be promptly commenced and completed provided the following conditions have been fulfilled: [i] West Shore has received [A] fully executed pipeline easement and/or amended pipeline easement agreements in a form acceptable to all parties, covering the Relocated Pipeline Easement Area from the Village as referred to in Paragraph 1[b] below, and from the Commuter Rail Division of the Regional Transportation Authority, which said easement and amended easement agreements shall be free and clear of mortgages and deeds of trust, and any other interests or encumbrances which, in West Shore's sole opinion, may interfere with West Shore's exercise of the rights granted in the easement and/or amended easement agreements, together with [B] one or more title insurance policies in an aggregate amount equal to the cost of

the relocated pipeline, insuring West Shore's interest in the easement and amended easement agreements, free and clear of the matters described in the preceding clause [A]; [ii] the Village or the Developer shall provide to West Shore, its contractors or agents, sufficient plans and details regarding Developer's proposed property improvements which provide sufficient data for West Shore to develop its pipeline relocation plans in accordance with West Shore's typical pipeline installation specifications; [iii] the Village or the Developer shall provide to West Shore, its contractors or agents, one or more surveys of the Relocated Pipeline Easement Area and other adjacent property as reasonably required and prepared by a licensed Illinois land surveyor to enable West Shore to develop its design and perform construction of the relocated pipeline; [iv] West Shore shall have received all permits, licenses, and other approvals from governmental authorities, including the Village, as required for the pipeline relocation and other actions described in this Agreement; and [v] the Village and the Developer have satisfied the Obligation to Reimburse Relocation Costs referred to in Paragraphs 2[a] and 2[b], respectively, below. West Shore will complete all necessary engineering for the project within four (4) months of West Shore's receipt of each of the following [1] the payment by the Village and Developer of \$150,000 required by Section 2(a)(i) and \$6,300 from the Village required by Section 2(b)(i), [2] the plans and details described in item [B][ii] above, and [3] the survey work described in item [B][iii] above.

- [b] Relocated Pipeline Easement/Release of Existing Easement: the Village shall: create, declare, convey, and/or deliver to West Shore the thirty-foot (30') wide amended pipeline easement(s) in the Relocated Pipeline Easement Area, in accordance with West Shore's specifications, and subject to West Shore's approval. The amended pipeline easement(s) in the Relocated Pipeline Easement Area shall be shown on the plat of subdivision of the property to be developed by Developer. West Shore shall prepare or have prepared one or more easement exhibit document(s) illustrating and describing said easements and/or amended easements and draft easement agreements and/or amended agreements acceptable to the Village and the Developer providing for the abrogation and vacation of any existing easements no longer required as a result of relocation of the pipeline as provided herein and for the creation of the easements for the relocated sixteen-inch (16") pipeline for execution and recordation by the parties hereto, and by any third-party property owners to the extent necessary. All existing easements will be abrogated upon completion of construction of the relocated pipeline.
- [c] The Village and the Developer shall defend, indemnify, and hold harmless West Shore and its affiliates from and against all Claims (as defined below) which may be asserted or imposed against or incurred by West Shore or any affiliate of West Shore by reason of the presence, release, discharge, emission, or migration of any Hazardous Material (as defined

below) on, over, across, in, through, under, or about the Relocated Pipeline Easement Area, at any time or times (past, present, or future), except to the extent any such Hazardous Material was or is introduced to the Relocated Pipeline Easement Area by West Shore or any affiliate, agent, contractor, licensee, or invitee of West Shore; and the Village and the Developer represent and warrant to West Shore that they have no notice or knowledge of any violation of any Environmental Law (as defined below), and no notice or knowledge of any Hazardous Material now present, at or about the Relocated Pipeline Easement Area. The term **"Claims"** shall mean all claims, demands, losses, liabilities, damages, obligations, payments, costs, and expenses, including the costs and expenses of any and all related actions, suits, proceedings, assessments, judgments, settlements, and compromises, and all related reasonable attorneys' fees and consultants' fees, and all reasonable disbursements; the term **"Hazardous Material"** shall mean any chemical, material, substance, waste, or mixture thereof that is prohibited, limited, or regulated by any Environmental Law; and the term **"Environmental Law"** shall mean any federal, state, or local law, statute, ordinance, rule, regulation, order, injunction, judgment, decree, ruling, writ, assessment, or arbitration award, which governs pollution or the protection of or damage to human health, safety, natural resources, or the environment. The provisions of this Paragraph 1[c] shall survive the termination of this Agreement or any easement for the Relocated Pipeline Easement Area. Each easement instrument for the Relocated Pipeline Easement Area shall contain covenants, representations, and warranties by the grantor(s) thereof equivalent to the foregoing.

2. West Shore has estimated the total project costs at \$1,984,000.00 consisting of all Outside Service Costs and Internal Labor and Expense Costs (hereinafter defined).

[a] Obligation to Reimburse Relocation Costs/Outside Service Costs: The Village and the Developer agree to reimburse West Shore 100% of the actual and related third-party costs of the Relocation Project comprising costs of labor, materials, equipment, tools, inspection, nitrogen, and radiography; costs of obtaining and recording the easement and amended easement agreements, and of obtaining the title insurance and permits, licenses, and other approvals, all as described in Paragraph 1[a], and any other external expense required to complete this pipeline relocation project, including costs of removal and net costs of disposal under Paragraph 4 ("Outside Service Costs"). West Shore has initially estimated the Outside Service Costs at \$1,761,810.00, as per Exhibit "B", attached hereto and made part of this Agreement. It is further understood that reimbursement of Outside Service Costs shall be made 50% by the Village and 50% by Developer. It is further acknowledged that Outside Service Costs may exceed the Estimate of Costs as outlined in Exhibit "B" which shall be paid by the Village and Developer in the same percentages.

Reimbursement shall be made in two payments as follows: [i] The first payment being \$150,000.00 consisting of all of the Engineering Consultant Fees for engineering as shown in Exhibit "B", due at the execution of this Agreement. The \$150,000 shall be paid as follows: \$50,000 from the Developer and \$100,000 for the Village upon execution of this Agreement. [ii] The second payment being the larger of the following \$1,611,810.00, as shown on Exhibit "B", or the actual low competitive bid, as awarded per Paragraph 3 below, plus the estimated costs for contingency, nitrogen contractor, and radiography contractor, and other outside service costs as described above or outlined in Exhibit "B", said payment due prior to the start of physical construction of said sixteen-inch (16") relocated pipeline. At the completion of this pipeline relocation project, West Shore shall tally the costs for the work under this section of the Agreement and shall provide a commercially reasonable accounting to the Village and the Developer of all Outside Service Costs with such detail and backup documentation as the Village and Developer shall reasonably request to the extent that such detail and backup documentation is retained by West Shore in the normal course of business. Should the payments exceed the Total Costs as outlined above, West Shore shall refund the difference to the Village and the Developer in equal amounts; should the Total Costs exceed the payments, West Shore shall invoice the Village and the Developer for the balance. The Village and the Developer agree to pay said invoice within 30 days of receipt. The Village and the Developer shall be severally liable for their portions of the Outside Service Costs and excess reimbursement cost.

- [b] Obligation to Reimburse Relocation Costs/Internal Labor and Expense Costs: The Village and the Developer agree to reimburse West Shore 100% of the actual and related internal costs of the Relocation Project comprising internal costs of labor, materials, equipment, tools, and inspection; internal costs of obtaining permits, licenses, and other approvals, all as described in Paragraph 1[a]; and any other internal expense required to complete this pipeline relocation project ("Internal Labor and Expense Costs"). West Shore has initially estimated these costs at \$222,190.00, as per Exhibit "B", attached hereto and made part of this Agreement. It is acknowledged that reimbursement of the Internal Labor and Expense Costs shall be made 50% by the Village and 50% by the Developer. It is further understood that Internal Labor and Expense Costs may exceed the Estimate of Costs as outlined in Exhibit "B" which shall be paid by the Village and the Developer in the same percentages. Reimbursement shall be made in two payments as follows: [i] The first payment being \$6,300.00 consisting of the costs of engineering as shown in Exhibit "B", due at the execution of this Agreement; [ii] The second payment being \$215,890.00 consisting of the other internal costs as shown on Exhibit "B", said payment due prior to the start of physical construction of the sixteen-inch (16") relocated pipeline. There shall be no duplication of payment under Section 2(a) and (b) and all payments

shall be made with reference to the costs shown on Exhibit "B". At the completion of the project, West Shore shall tally the costs for the work under this section of the Agreement and provide a similar commercially reasonable accounting to the Village and the Developer as the accounting provided in [a] above to the extent that such detail and backup documentation is retained by West Shore in the normal course of business. Should the payments exceed the Total Costs as outlined above, West Shore shall refund the difference to the Village and the Developer in equal amounts; should the Total Costs exceed the payments, West Shore shall invoice the Village and the Developer for the balance. The Village and the Developer agree to pay said invoice within 30 days of receipt. The Village and the Developer shall be severally liable for their portions of the Internal Labor and Expense Costs and excess reimbursement costs.

3. Completion Schedule/Bids/Contracts for Relocation Project: West Shore agrees to promptly let lump sum contracts for this pipeline relocation project in the usual competitive bid fashion. Prior to the selection of a contractor and execution of a contract by West Shore, West Shore shall make the general contract bids, subcontract bids and contract documents available for visual inspection by the Village and/or the Developer at the offices of Foley and Lardner at 321 N. Clark Street, Suite 2800, Chicago, IL 60654, while accompanied by representatives of West Shore, provided that no photocopies shall be made of such documents. West Shore shall provide the Village and the Developer with a completion schedule of the pipeline relocation project reflecting the anticipated date for completion as provided in Paragraph 7 below and provide updates in the event West Shore anticipates any delay in completion of the pipeline relocation project from the dates shown on the initial completion schedule as contemplated in Paragraph 7 below. West Shore reserves the right to select the lowest responsible bidding contractor of its choice to perform the pipeline relocation work; however either the Village or the Developer can request that all bids be rejected if the lowest responsible bid exceeds the estimated total project cost as set forth in paragraph 2 above. West Shore shall keep the Village and Developer reasonably advised of the status of construction and completion of the pipeline relocation project including, without limitation, information regarding cost increases incurred or projected to be incurred in connection with the pipeline relocation project.
4. Existing Pipeline: West Shore's existing pipeline shall be promptly removed from the Developer's property upon completion of the pipeline relocation and disposed of by West Shore. Any monies received from such disposal shall be credited equally to the Village's and Developer's accounts.
5. Abandonment: Should the Village and/or Developer for any reason determine to cease or change its property improvement plans such that the continuance of this pipeline relocation project as originally planned is not necessary or if there is a material change in conditions which require a change in the pipeline relocation project, then in any such event, the Village and/or the Developer shall notify West

Shore in writing. Subsequently, the Village, the Developer and West Shore shall determine whether to complete or terminate this pipeline relocation project or initiate any amendments thereto. Following such determination, West Shore shall terminate or complete the project or modify the pipeline relocation project, as required, and upon such completion, termination or modification, the provisions of Paragraphs 2[a] and 2[b] herein shall remain intact and be in full force and effect. In the event of termination, any pipe, fittings, or appurtenances purchased by West Shore and not used for this pipeline relocation project shall become the property of West Shore and a credit shall be issued for the same to the Village's and the Developer's account in equal amounts.

6. Successors and Assigns: The rights and covenants herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Schedule: Upon execution of this Agreement, West Shore agrees to use commercially reasonable and diligent efforts to substantially complete the relocation of its sixteen-inch (16") pipeline within seven (7) months following the later of [i] the date of execution, or [ii] the satisfaction of the conditions in Paragraph 1[a] (other than payment of amounts to be refunded or invoiced following the post-completion accountings described in Paragraphs 2[a] and 2[b]) (and, without limiting the foregoing, provided reimbursements as per Paragraphs 2[a] and 2[b] above are made in a timely fashion). Factors beyond the control of either party (including, but not limited to, inclement weather, rock removal, buried objects, etc.) may cause delays to the project's schedule. Such delays are considered reasonable and normal and shall cause no penalty to either party. Also, because West Shore is a service-oriented company, its product transportation schedule takes precedence over the schedule of the purge and tie-in of the relocated pipeline into the existing pipeline. Every effort will be made to schedule downtime of the active pipeline for the tie-in of the relocated pipeline once the relocated pipeline is complete; however, West Shore shall bear no penalty or costs if downtime conflicts with the Developer's property improvement schedule and shall advise the Village and Developer of any anticipated schedule downtime that will result in a delay of completion of the pipeline relocation. The Developer and the Village shall bear the cost of their respective contractor(s)' downtime charges associated with such scheduling conflicts, if any, provided, however, that West Shore shall make every reasonable effort to reduce any projected delays or downtime to facilitate completion of relocation and removal of the existing pipeline and shall cooperate with the Village and the Developer as reasonably necessary to complete the pipeline relocation project as expeditiously as reasonably possible. Notwithstanding anything in this Agreement to the contrary, Village and Developer acknowledge that West Shore must obtain authorized funding expenditure approval prior to commencing any work contemplated hereunder. West Shore shall commence such approval process promptly upon the execution of this Agreement. In the event West Shore has not obtained such necessary internal approvals on or before _____, 2016, West Shore shall refund any payments made by Village and Developer

pursuant to Section 2 hereof, this Agreement shall terminate, and none of the parties hereto shall have any further obligations or liabilities hereunder.

8. Additional Affirmations by Village: The Village affirms that, notwithstanding its payment of (or agreement to pay) costs of the pipeline relocation project to West Shore as provided in this Agreement, the relocated pipeline and pipeline relocation project [i] are not a public work or improvement, and [ii] are not subject to laws governing public construction, such as bidding, bonding, wage, or other laws. The undersigned officer of the Village affirms that this Agreement has been duly approved and executed by all requisite Village action and signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF the Village and the Developer and West Shore have caused this Agreement to be executed by their proper officers, effective as of the date and year first above written.

Signed in the presence of:

THE VILLAGE OF WHEELING

Witness:

By:
Title:

WTC, LLC

Witness:

By:
Title:

WEST SHORE PIPE LINE COMPANY

Witness:

By: _____
David G. Boone
Manager, Right-of-Way, Real Estate and
Damage Prevention

STATE OF ILLINOIS :

§

COUNTY OF COOK :

On this, the _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared, _____, who acknowledged himself to be the _____ of the Village of Wheeling, municipal corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

STATE OF ILLINOIS :

§

COUNTY OF COOK :

On this, the _____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared, _____, who acknowledged himself to be the _____ of WTC, LLC, an Illinois limited liability company, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :

§

COUNTY OF LEHIGH :

On this, the ____ day of _____, 2016, before me, the subscriber, a Notary Public in and for said County, personally appeared David G. Boone, who acknowledged himself to be the Manager, Right-of-Way, Real Estate and Damage Prevention of West Shore Pipe Line Company, a Delaware corporation, and that he as such Manager, Right-of-Way, Real Estate and Damage Prevention, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Manager, Right-of-Way, Real Estate and Damage Prevention for West Shore Pipe Line Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT A

RELOCATED PIPELINE EASEMENT AREA

(see attached)

EXHIBIT B
OUTSIDE SERVICE COSTS

Pipeline Construction	
Materials: Pipe, 16NPS, STD, X-52, FBE Coating	\$77,000
Materials: ELL, WELD, 16 NPS, 45 DEG 3R, STD, WPHY-52	\$3,600
Pipeline Contractor (equipment and labor)	\$550,000
Misc. Fittings and Supplies	\$10,000
Nitrogen Purge	\$100,000
Pipe Disposal / Asbestos Abatement	\$10,000
Dewatering	\$30,000
NDE Contractor	\$40,000
Crane Equipment Rental	\$30,000
Materials: Freight & Tax	\$9,060
Third Party Design Engineering / Drafting / Survey / Geotech ("Engineering Consultant Fees")	\$150,000
O/S Inspection / Safety Equipment	\$48,000
Contingency (Pipeline Construction)	\$264,415
Second Section of Work	
Materials: Pipe, 20NPS, STD, Grade B, FBE Coating	\$9,120
Pipeline Contractor (equipment and labor)	\$270,000
Pipeline Contractor Pipe Removal	\$75,000
Manuals and Documentation	\$10,000
Permit Fees	\$10,000
Crane Equipment Rental	\$22,000
Freight and Tax	\$912
Contingency	\$42,703
Total Outside Service Costs	\$1,761,810

Payment in Section 2[a][i] = \$150,000.00 (being the Engineering Consultant Fees)

Payment in Section 2[a][ii] = \$1,611,810.00 (Total Outside Service Costs minus initial payment made pursuant to Section 2[a][i]).

INTERNAL LABOR AND EXPENSE COSTS

Buckeye Labor	\$6,400
Buckeye Labor (Second Section of Work)	\$3,200
Buckeye Project Management	\$80,000
Buckeye Engineering	\$6,300
Travel Expense	\$6,000
Contingency	\$24,995
Fringe Benefits	\$56,169
Project Interest (2%)	\$39,126
Total Internal Labor and Expense Costs	\$222,190

Payment in Section 2[b][i] = \$6,300 (engineering)

Payment in Section 2[b][ii] = \$215,890 (Total Internal Labor and Expense Costs minus initial payment made pursuant to Section 2[b][i]).

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085

SUBMITTED BY: Jon A. Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM¹: Amends the Municipal Code to change the permitted number of various classes of liquor licenses, in order to reflect the licenses presently active in the Village. This ordinance is occasioned by the decision by two license holders not to renew their liquor licenses and the April 25 decision of the Liquor Control Commission to grant a Class B-1-V liquor license to Joe's Pizzeria.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memorandum, Ordinance

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *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.*

² *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).*

³ *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 28, 2016
RE: Yearly renewal of liquor licenses

EXECUTIVE SUMMARY

On Monday, May 2, the Board of Trustees will be asked to approve an ordinance changing the number of licenses of each license class authorized by the Village.

The ordinance placed on the May 2 consent agenda brings the licenses authorized under the municipal code in line with the licenses currently approved and active in the Village.

Two establishments that held liquor licenses during the previous license year—convenience store Mom & Dad Pantry and restaurant Wingstop—have not renewed their liquor licenses. Additionally, the Liquor Control Commission granted a request for a Class B-1-V liquor license from Joe's Pizzeria on Monday, April 25. The attached ordinance reduces the authorized number of Class B-1 and Class D-2 liquor licenses by one each and increases the authorized number of Class B-1-V licenses by one to reflect these decisions.

Please find attached for your reference the complete list of current Wheeling liquor license holders. (Because Joe's Pizzeria still needs to satisfy conditions on their license approval, they have not yet been added to this list.)

If you have questions or concerns about this ordinance, please contact me.

Current Wheeling Liquor Licenses

May 2, 2016

A-1 Liquors	D	50 N. Wolf Road
Andy's Dam Inn	B-V	1000 S. Milwaukee Avenue
Arturo's Mexican Grill	A	34 N. Elmhurst Road
B&L Liquors & PS Pub	C-V	767 W. Dundee Road
• B&L Liquors & PS Pub	D-4	767 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Buca Di Beppo	A	604 N. Milwaukee Avenue
Carnicerias Jimenez	D-3	550 W. Dundee Road
Chipotle Mexican Grill	B	1572 W. Lake Cook
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
Deka Restaurant	A-V	401 E. Dundee Road
Golden Chef	A	600 S. Milwaukee Avenue
Jazz Café, Inc.	A	250-252 McHenry Rd.
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kolssak Funeral Home	J	189 S Milwaukee Avenue
Krystyna's Market	D-2	835 W. Dundee Road
Las Islas Marias	B	784 W. Dundee Road
Liquor Barn	D	267-283 E. Dundee Rd.
Liquor Island	D	1750 W. Hintz Road
Market Square	A-V	600 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Pete Miller's Steakhouse	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place -Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place -Fresh Farms	N-V	255 E. Dundee Road
Stella's Place -Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue
Taqueria Alamo	C	56 & 58 N. Wolf Road
TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue

Twin Peaks	A	781 N. Milwaukee Avenue
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
XO Restaurant	A-1	1057 Lake Cook Road

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS," SPECIFICALLY SECTION 4.32.085

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

WHEREAS, the Village has determined it is necessary and desirable to decrease the number of Class B-1 liquor licenses from two (2) to one (1), to decrease the number of Class D-2 licenses from six (6) to five (5), and to increase the number of Class B-1-V licenses from zero (0) to one (1); and

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

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

Section A

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

4.32.085 Authorization of licenses.

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

TABLE INSET:

Class A	14
Class A-V	3
Class A-1	1
Class A-1-V	0
Class B	3
Class B-V	2
Class B-1	2 1

Class B-1-V	0 1
Class C	2
Class C-V	2
Class D	4
Class D-1	0
Class D-2	6 5
Class D-3	1
Class D-4	8
Class E	1
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class M-1	0
Class N	0
Class N-V	3 Maximum
Class O	1

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

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

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

Section B

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

Section C

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

Section D

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

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed.

PASSED this _____ day of _____, 2016.

President Argiris _____ Trustee Brady _____

Trustee Krueger _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vito _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM:

Village Attorney

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

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Execution of an Intergovernmental Agreement between the Board of Education of Community Consolidated School District No. 21, and the Board of Trustees of the Village of Wheeling

SUBMITTED BY: Jon A. Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM: The attached resolution authorizes the execution of an Intergovernmental Agreement with School District 21 regarding crossing guard services. Through the agreement, the Village and District 21 agree to equally share the cost of crossing guard services, which will be outsourced. In the past the crossing guards were employees of the Village.

EXHIBIT(S) ATTACHED: Resolution, Agreement, Board Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 21, AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING

WHEREAS, District 21 (“District 21”) is a public school district organized and operating pursuant to the *Illinois School Code*; 105 ILCS 5/1-1, et seq.; and

WHEREAS, the Village of Wheeling (the “Village”) is a municipal corporation organized and operating pursuant to the *Illinois Municipal Code*, 65 ILCS 5/1-1-1, et al.; and

WHEREAS, District 21 and the Village (the “Parties”) wish to work together to promote the safety of public school students walking to and from school; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the Parties, to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, the Parties wish to join together to coordinate crossing guard services as the Parties agree to be necessary for the improved safety of public school students walking to school.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Wheeling Cook and Lake Counties, Illinois, as follows:

SECTION 1: That the Village President and Clerk are hereby authorized to execute the Intergovernmental Agreement, attached hereto as Exhibit A, with District 21 regarding the provision of crossing guard services.

SECTION 2: That this Resolution 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

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

Approved as to form only:

Village Attorney

Published by me in pamphlet form this _____ day of _____, 2016.

Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 21,
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 21,
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING**

This Agreement is between the Board of Education of Community Consolidated School District No. 21, Cook County, Illinois (“District 21”), and Board of Trustees of the Village of Wheeling, Cook County, Illinois (“Village”), and is made on the dates as hereafter set forth below.

WHEREAS, District 21 is a public school district organized and operating pursuant to the *Illinois School Code*; 105 ILCS 5/1-1, et seq.; and

WHEREAS, the Village is a municipal corporation organized and operating pursuant to the *Illinois Municipal Code*, 65 ILCS 5/1-1-1, et al.; and

WHEREAS, the Parties wish to work together to promote the safety of public school students walking to and from school; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government, such as the Parties, to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, Section 5 of the Illinois *Intergovernmental Cooperation Act*, 5 ILCS 220/5, provides that one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each governmental unit to the contract; and

WHEREAS, the Parties wish to join together to coordinate crossing guard services as the Parties agree to be necessary for the improved safety of public school students walking to school.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Intergovernmental Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term - This Agreement shall become effective upon the latest date it is approved by the governing board of each of the parties. It shall remain in full force and effect until terminated in accordance with the terms of this Agreement.
2. Meetings - Each year, not later than May 1st, the authorized representatives of each Party will meet to confer and decide on the locations and hours of crossing guard services for the upcoming school year. The locations and schedule of the crossing guard services will be set forth in writing, signed by the authorized representatives, and attached to this

Agreement as an exhibit. From time to time, either party may request a meeting to discuss implementation of the crossing guard services or propose changes to the locations and/or schedule of service. Any changes to the locations or schedule of services for the then current school year will be documented in writing and signed by the authorized representative of each party.

3. Crossing Guard Services - The Village agrees to provide crossing guard services at the locations and times mutually agreed to by the Parties by outsourcing to a third party contractor. The Village will meet and confer with District 21 regarding decisions about outsourcing; however the final decision shall fall within the discretion of the Village.
4. Cost Sharing – The District 21 shall reimburse the Village for 50% of all costs related to the provision of the crossing guard services. The Village will bill District 21 annually in arrears prior to August 31st of each year for crossing guard services provided for the immediately preceding program year (including both the regular and summer school programs).
5. Crossing Locations – Crossing guard locations are listed in Exhibit A of this agreement.
6. Indemnification - The Parties to this Agreement shall protect, defend, indemnify and hold harmless each other, their Board members/trustees, officers and employees, from and against any and all claims, actions, damages, liability and expenses, including attorney's fees, for injuries to persons or damage or destruction of property to the extent proximately caused by the negligent acts or omissions of the indemnifying party or its employees, contractors or agents.
7. Insurance - Each Party will maintain its customary liability and workers' compensation insurance policies governing its operations including its obligations under this agreement.
8. Termination - Either Party may terminate this Agreement with or without cause upon ninety (90) days advanced written notice delivered to the other Party by messenger delivery or certified mail.
9. Notices

Any and all notices required hereunder shall be served in writing to District 21 as follows:

Superintendent
Community Consolidated School District 21
999 West Dundee Road
Wheeling, IL 60090

Any and all notices required hereunder shall be served in writing to the Village as follows:

Village Manager
Village of Wheeling
2 Community Blvd
Wheeling, IL 60090

10. Amendment to Agreement - Any amendment to this Agreement, other than to the locations or hours of crossing guard services must be set forth in writing and approved by the governing boards of each Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

**BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 21,
Cook County, Illinois**

**BOARD OF TRUSTEES OF THE
VILLAGE OF WHEELING,
Cook County, Illinois**

By: _____
President

By: _____
President

Attest: _____
Secretary

Attest: _____
Clerk

Date: _____

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: Monday, May 2, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Granting a Variation from Title 19, Zoning, Relating to Rear Yard Setback Regulations, 384 Marion Court [Docket No. 2016-5]

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting a zoning variation to construct a rear addition to an existing single-family residence at 384 Marion Court, which is zoned R-3A Single-Family Residential. The existing detached garage would be replaced and connected to the home through a room addition. The variation is needed because the required rear setback for a principal structure would apply to the new garage.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff Report
Findings of Fact and Recommendation (Draft)
Fire Department review, dated 4.06.2016
Engineering Division review, dated 3.18.2016
Photos of existing conditions (staff)
Cover letter
Plat of survey
Title Sheet, A-001
Site Plan, A-002
Foundation Plan, A-100
Floor Plan/Roof Plan, A-200
Exterior Elevations, A-300

RECOMMENDATION: None

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *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.*

² *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).*

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING,
RELATING TO REAR YARD SETBACK REGULATIONS
AT 384 MARION COURT**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 14, 2016, to consider a request for a zoning variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-04 Residential Districts, Section 19.04.010, Residential District General Requirements, Subsection F, General Regulations for Single-Family Districts, Section 19.04.050, F. Setbacks and Height Restrictions for Principal Building, in order to reduce the required rear setback to construct an addition to an existing single-family house, for the property located at 384 Marion Court, Wheeling, Illinois, hereinafter legally described and zoned R-3A Single-Family Residential District; and

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

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

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

Section A

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

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

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

Section B

A variation is hereby granted from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-04 Residential Districts, Section 19.04.010, Residential District General Requirements, Subsection F, General Regulations for Single-Family Districts, Section 19.04.050, F. Setbacks and Height Restrictions for Principal Building, in order to reduce the required rear yard setback from 19 feet to 15.80 feet to construct an addition to an existing single-family house, in accordance with the following exhibits, for 384 Marion Court, Wheeling, Illinois, and legally described below:

- Cover letter,
- Plat of survey,
- Title Sheet, A-001,
- Site Plan, A-002,
- Foundation Plan, A-100,
- Floor Plan/Roof Plan, A-200, and
- Exterior Elevations, A-300.

LEGAL DESCRIPTION:

LOT 8 IN BLOCK 6 IN DUNHURST SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956 AS DOCUMENT 16559719, IN COOK COUNTY, ILLINOIS.

(The above described property is commonly known as 384 Marion Court, Wheeling, Illinois, and is zoned R-3A Single-Family Residential District.)

Section C

The variation granted in Sections B of this Ordinance is subject to the following condition:

1. That the location of the shed is not approved at this time.

Section D

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

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

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

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

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

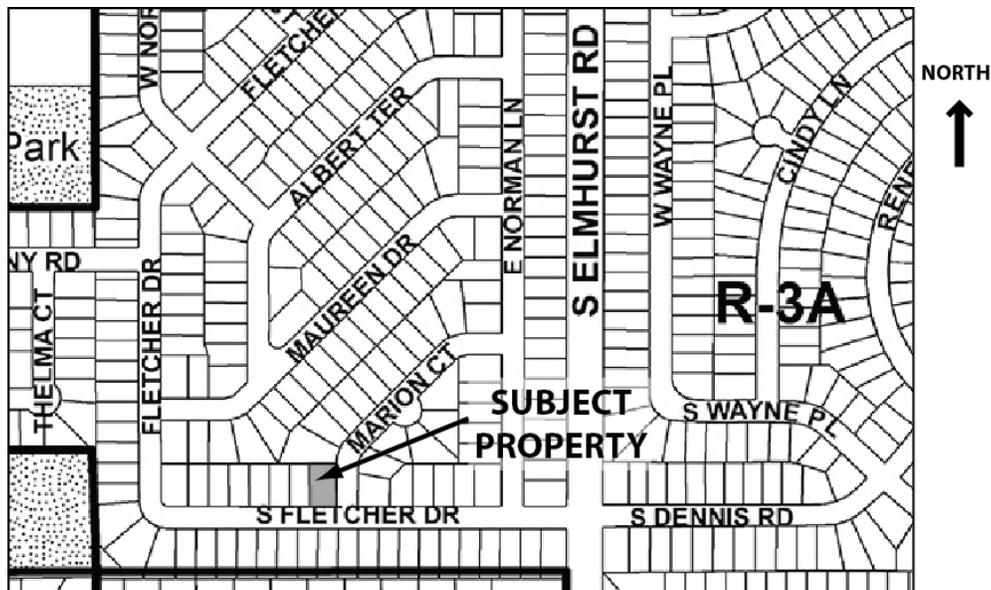
FROM: Andrew C. Jennings
Director of Community Development

DATE: May 2, 2016

SUBJECT: Docket No. 2016-5
Yanov Residence
384 Marion Court
Variation from Title 19, Zoning, Relative to Rear Yard Setback

PROJECT OVERVIEW: The petitioner is requesting a zoning variation to construct a rear addition to an existing single-family residence at 384 Marion Court, which is zoned R-3A Single-Family Residential.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, April 14, 2016, Commissioner Dorband moved, seconded by Commissioner Sianis to recommend approval of Docket No. 2016-5, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-04 Residential Districts, Section 19.04.010, Residential District General Requirements, Subsection F, General Regulations for Single-Family Districts, Section 19.04.050, F. Setbacks and Height Restrictions for Principal Building, in order to reduce the required rear setback to construct an addition to an existing single-family house, in accordance with the following plans submitted February 25, 2016, for 384 Marion Court, Wheeling, Illinois:

Request for Board Action

Page 2 of 2

RE: Plan Commission Docket No. 2016-5

- Cover letter,
- Plat of survey,
- Title Sheet, A-001,
- Site Plan, A-002,
- Foundation Plan, A-100,
- Floor Plan/Roof Plan, A-200, and
- Exterior Elevations, A-300.

And with the following condition of approval:

1. That the location of the shed is not approved at this time.

On the roll call, the vote was as follows:

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

There being five affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

<u>Name of Development:</u>	Yanov Residence
<u>Applicant Name:</u>	Pasha Yanov
<u>Owner Name:</u>	Pasha Yanov
<u>Common Property Address:</u>	384 Marion Court
<u>Common Location:</u>	Located at the northwest corner of Marion Court and S. Fletcher Drive
<u>Neighboring Property Land Use(s):</u>	North: Residential West: Residential South: Residential East: Residential
<u>Comprehensive Plan Designation:</u>	Single-Family Residential
<u>Property size:</u>	8,209 sq ft
<u>Existing Use of Property:</u>	Single family residence
<u>Proposed Use of Property:</u>	No change
<u>Existing Property Zoning:</u>	R-3A, Single-family residential (6,000 sq ft lot size)
<u>Previous Zoning Action on Property:</u>	None.

PROJECT DESCRIPTION

The petitioner is requesting a variation from the Zoning Code in order to allow the construction of a rear one-story building addition to the existing one-story single-family residence. The proposal is to construct a 237 sq. ft. room addition between the house and the detached garage. By attaching the garage to the house, the lot will have only a principal building and no accessory structure (detached garage). The new attached garage space will be rebuilt in the same location as the existing detached garage. As such, the building addition will not meet the rear setback requirement for a principal building. The existing garage has a 15.80' rear (north) setback. If the garage space is attached to the building, then the rear setback requirement is 19-feet. Therefore, the applicant is requesting a rear setback variation of 3.20' for the proposed building addition.

SITE PLAN REVIEW

Scale of Site Plan: 1/8" = 1'

Proposed General Site Layout: There is an existing detached garage that is located 15.8 feet from the rear property line and 10.69 feet from the house. The applicant proposes to build a one-story addition that will attach the one-story house to the garage. Due to current building code requirements, the garage must also be rebuilt. While the new garage will be rebuilt in the same location as the existing garage, it will now be considered part of the principal structure (as an attached garage). Therefore, the rear setback of the principal structure will not meet the required 19 feet. The proposed building addition and new garage space requires a rear building setback variation of 3.2 feet.

Accessory Structure: There is an existing 28 sq. ft. metal shed at the rear of the property. The proposed site plan shows the shed being relocated to the rear of the new garage (principal building). The location of the shed is not permitted by the Zoning Code because accessory structures shall not be closer than ten (10) feet to any principal building. Staff had suggested a condition of approval to address the location of this structure.

STANDARDS FOR VARIATION

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

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

"The project is to build a garage on the same spot as the existing garage with a frost protected foundation. This should not cause any difficulty for anyone."

The subject property is a corner lot, which requires two 25-foot setbacks, instead of one 25-foot setback and one 3-foot setback. Therefore, a corner property has greater physical constraints for expansion than an interior lot.

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses. (How is the property different from other properties with similar uses that not require a variation?)

“The location of the garage is very conveniently close to the house, which is why we want to attach it and rebuild the garage with a foundation, which is now positioned closer to the property line than recent regulations allow.”

The location of the proposed garage (which is the same as the existing location of the garage) is allowed by the Zoning Code provided the garage is detached. The desire to attach the garage requires the variation.

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property. (Is the problem or hardship a result of actions taken by the applicant?)

“The location of the garage and property line were established in 1956. We are rebuilding the garage on the same spot today.”

The applicant has not caused any problems. The required 19-foot rear yard setback is triggered by the applicant’s desire to build a small building addition between the garage and the house.

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

“If the variation is not granted, we will not be able to build a room connecting the garage to the house, which would be very useful in winter and for adding storage.”

Without the variation, the applicant cannot build the addition between the house and garage.

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

“The appearance or character of the neighborhood will not change because the garage is going to be on the same spot.”

The character of the locality should be unchanged by the proposal. The neighbors to the north and west will not feel the impact of the variation because the new garage will remain in the same location as the existing garage.

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

“I believe that the new garage which is going to be on the same spot will not create any changes around our property.”

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

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation for Docket No. 2016-7 included the following condition of approval, which appears in the attached variation ordinance:

1. That the location of the shed is not approved at this time.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

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

STAFF REVIEW

Fire Department Review: The Fire Department has reviewed the plans and has provided a comment memo dated April 6, 2016. The Fire Department concerns regarding the location of the proposed shed (comment #2) have been addressed by the staff's suggested condition of approval below. The other comments will be addressed during permit review.

Engineering Division Review: The Engineering Division has reviewed the plans and has provided a comment memo dated March 18, 2016. These comments will be addressed during permit review.

Impact on Neighboring Uses: Staff believes the proposal will create very little, if any, impact on neighboring uses. While a rear setback variation is necessary, the location of the north wall of the garage remains unchanged from the existing conditions. The actual impact will be the presence of a new attached garaged to the existing structure.

Village Planner's Recommendation to the Plan Commission: Staff recommended approval of the proposed rear setback variation.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to approve the rear setback variation of 3.2 feet in order to attach a garage to the single-family residence at 384 Marion Court, subject to conditions. An Ordinance is attached for the Board's consideration.

Andrew C. Jennings
Director of Community Development

Request for Board Action

Page 6 of 6

RE: Plan Commission Docket No. 2016-5

Attachments: Ordinance (precedes this report)
Findings of Fact and Recommendation (Draft)
Fire Department review, dated 4.06.2016
Engineering Division review, dated 3.18.2016
Photos of existing conditions (staff)
Cover letter
Plat of survey
Title Sheet, A-001
Site Plan, A-002
Foundation Plan, A-100
Floor Plan/Roof Plan, A-200
Exterior Elevations, A-300

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-5
Yanov Residence
384 Marion Court
Variation from Title 19, Zoning, to Reduce the Required Rear Yard Setback for a
Principal Structure

Pasha Yanov, owner, is seeking a variation from Title 19, Zoning, of the Wheeling Restrictions for Principal Building, in order to reduce the required rear setback to construct an addition to an existing single-family house, which is zoned R-3A Single-Family Residential.

Chairman Pro Tem Johnson called Docket No. 2016-5 on April 14, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Sianas and Zangara. Commissioners Powers and Ruffatto were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Zangara read the following statement aloud.

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

Mr. Pasha Yanov, 384 Marion Court, property owner was present. Mr. Yanov explained he was planning to build a room connecting the house to the garage. The proposed garage would be the same size as the existing garage. The new garage will be built on a foundation.

Commissioner Issakoo had no questions.

In response to Commissioner Zangara's question, Mr. Yanov confirmed they were not replacing the driveway.

Findings of Fact and Recommendation

DOCKET NO. 2016-5

Commissioner Zangara noted the curb cut was wide. Mr. Yanov agreed it was unusual but would remain the same. Commissioner Zangara referred to the large crack in the driveway.

Commissioner Sianas questioned if the siding on the new garage would match the existing siding on the house. Mr. Yanov confirmed the color should match the house since the siding was recently replaced. Commissioner Sianas expressed concern that the colors should match.

In reply to Commissioner Sianas' question, Mr. Yanov confirmed the storage shed on the side of the house would be removed.

Commissioner Dorband questioned if the cement between the garage and house would be replaced. Mr. Yanov confirmed they were replacing it. She expressed concern why the driveway was not being replaced since she noticed some uneven pavement and felt it would be a trip and fall hazard where the apron meets the new garage. She also expressed concern that the large cement trucks would cause additional damage to the existing driveway and didn't understand why they weren't replacing the entire driveway. She questioned the petitioner's plans if the trucks damaged the driveway. Mr. Yanov confirmed he would fix it if it was damaged. Commissioner Dorband felt it would be cheaper if he did the whole job at one time rather than replacing the driveway at a later date. Mr. Yanov wasn't concerned about the crack since he was planning to patch the crack with glue. Commissioner Dorband explained the patch glue would become loose and come out. Mr. Yanov explained the product was used in commercial projects. Commissioner Dorband questioned why the petitioner was not replacing the driveway. Mr. Yanov felt it was a waste of money. Commissioner Dorband felt the petitioner was going to great lengths to improve the property and felt he should finish the job. She felt the property value would increase further with a new driveway. Mr. Yanov agreed to consider it. He questioned if he would need to replace the apron. Commissioner Dorband was only concerned with the driveway from the sidewalk to the garage.

Mr. Milluzzi did not recommend making it a condition on the variation. Mr. Yanov agreed to consider it but was uncertain about doing it because of the cost. Ms. Milluzzi explained it would be a property maintenance Code issue if it was damaged.

Chairman Pro Tem Johnson echoed Commissioner Dorband's concern. He suggested getting a price for replacing the entire driveway including the apron.

Chairman Pro Tem Johnson referred to the Fire Department's comment about relocating the gas meter to the outside. Mr. Yanov confirmed the gas meter's current location was between the garage and the house. Commissioner Sianas noted it was a Code requirement and was not negotiable.

Commissioner Sianas referred to the concrete wheel paths in the front yard. Mr. Yanov confirmed he was planning to remove them and add grass. Commissioner Sianas wanted them removed.

In reply to Chairman Pro Tem Johnson's question, Mr. Yanov confirmed they were not doing anything to the fence.

Commissioner Dorband moved, seconded by Commissioner Sianas to recommend approval of Docket No. 2016-5, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code,

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-5

Chapter 19-04 Residential Districts, Section 19.04.010, Residential District General Requirements, Subsection F, General Regulations for Single-Family Districts, Section 19.04.050, F. Setbacks and Height Restrictions for Principal Building, in order to reduce the required rear setback to construct an addition to an existing single-family house, in accordance with the following plans submitted February 25, 2016, for 384 Marion Court, Wheeling, Illinois:

- Cover letter,
- Plat of survey,
- Title Sheet, A-001,
- Site Plan, A-002,
- Foundation Plan, A-100,
- Floor Plan/Roof Plan, A-200, and
- Exterior Elevations, A-300.

And with the following condition of approval:

1. That the location of the shed is not approved at this time.

On the roll call, the vote was as follows:

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

There being five affirmative votes, the motion was approved.

Commissioner Issakoo moved, seconded by Commissioner Dorband to close Docket No. 2016-5. The motion was approved by a voice vote.

Respectfully submitted,

Don Johnson, Chairman Pro Tem
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 4.22.2016
FOR APPROVAL ON 4.28.2016**



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith Maclsaac, Fire Chief
FPB File
DATE: April 6, 2016
SUBJECT: Rear Setback Variation For Addition – 384 Marion Court – Tanov Residence – Documents received for review by the Fire Department, March 4, 2016.

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

1. The submittal reviewed is for a 237 (+/-) square foot building addition and a new attached 510 (+/-) square foot garage. This would result in an increase of 301 (+/-) square feet for the new residence compared to the existing residence and the existing detached garage.
2. The existing shed shown on Plan Sheet A-002 is not in compliance with the separation distances between an accessory building and the principal building. The Village of Wheeling Municipal Code, Section 19.10.070(a)(5) requires a minimum 10 foot separation between these two buildings. The shed shall be removed
3. All remodeling and construction for the proposed improvements would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Residential Code & International Fire Code – with amendments) including appropriate Village permits.

NOTE:

- The gas meter shown on Plan Sheet A-200 as “existing gas meter to remain” will need to be relocated outside the structure.
- Any future additions to the property above those included in this submittal will require the residence and garage to be protected with a residential fire sprinkler system complying with the requirements in NFPA 13D.

At this time there are no other Fire Department comments related to the petitioner's request based on the documents submitted for review.



MEMORANDUM

TO: Brooke Jones, Senior Planner

FROM: Kyle Goetzelmann, Civil Engineer I

COPY: Jon Tack, Village Engineer

DATE: March 18, 2016

SUBJECT: Rear Setback Variation
384 Marion Ct - Review Comments

The Engineering Division received a Project Description, Architectural Plans, and a Plat of Survey for the subject project.

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

1. It is recommended that the new gutter on the rear of the garage drain to the north instead of the south. This will allow the downspout to discharge to the northwest corner of the existing garage and off the property without negatively effecting drainage in the backyard.

Yanov Residence – 384 Marion Court

Docket No. 2016-5 (Zoning Variation to Reduce the Required Rear Yard Building Setback)

Plan Commission Meeting – April 14, 2016

Village Board Meeting – May 2, 2016



Existing conditions along Marion Court (looking west)

Yanov Residence – 384 Marion Court

Docket No. 2016-5 (Zoning Variation to Reduce the Required Rear Yard Building Setback)

Plan Commission Meeting – April 14, 2016

Village Board Meeting – May 2, 2016



Existing conditions along Fletcher Drive (looking north)

Yanov Residence – 384 Marion Court

Docket No. 2016-5 (Zoning Variation to Reduce the Required Rear Yard Building Setback)

Plan Commission Meeting – April 14, 2016

Village Board Meeting – May 2, 2016



Existing conditions of garage and shed (looking west)

To Wheeling Plan Commission

We have moved to Village of Wheeling two years ago and I had that idea of attaching GARAGE to the house ever since, it would be very convenient as direct access to the car at winter and also as extra storage which we could use.

It appears that attaching GARAGE to the house require rebuilding it with foundation that seats below frost line, because existing GARAGE is build on concrete slab it cannot be attached to the house like we want

We are asking zoning variation to build the GARAGE on same spot it was build in 1956, which is closer than regulations allow today

Please GRANT our request, it will make our life here in our new home more comfortable

YANOV Family

Exhibit received Feb. 25, 2016

PLAT OF SURVEY

OF

LOT 8 IN BLOCK 6 IN DUNHURST SUBDIVISION UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1956 AS DOCUMENT 16559719, IN COOK COUNTY, ILLINOIS.

PIN: 03-10-108-026-0000

TOTAL LAND AREA: 8209 SQ.FT.

COMMONLY KNOWN AS: 384 MARION COURT, WHEELING, ILLINOIS 60090

SCALE: 1 INCH = 16 FEET

BLOCK 6

LOT 7

LOT 9

LOT 8

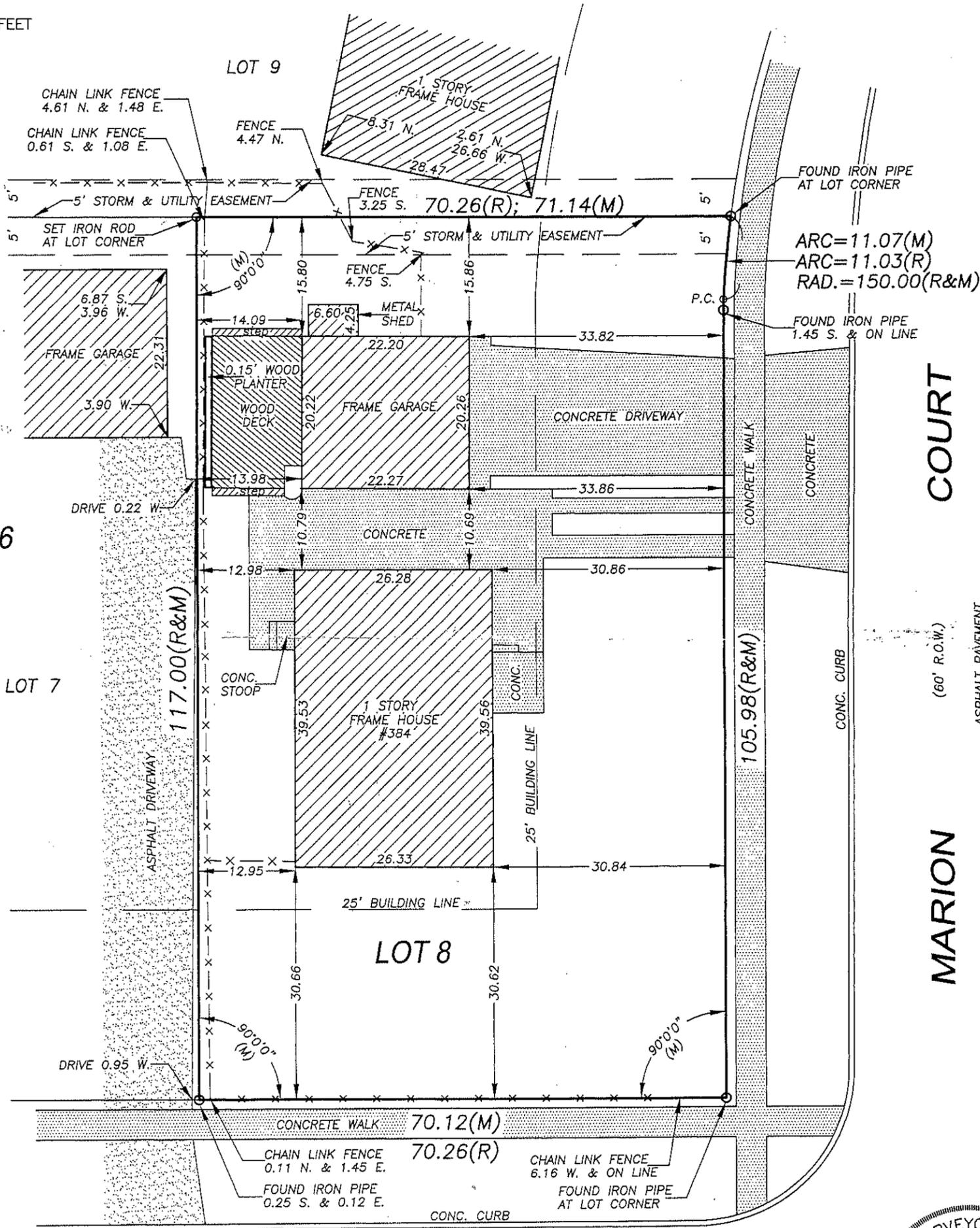
COURT

MARION

(60' R.O.W.)

ASPHALT PAVEMENT

- LEGEND:
- (R) = Subdivision Record
 - (M) = Measured
 - (D) = Deed
 - N. = North
 - S. = South
 - W. = West
 - E. = East
 - NW'y = Northwesternly
 - NE'y = Northeasternly
 - SW'y = Southwesternly
 - SE'y = Southeasternly
 - Conc. = Concrete
 - P.C. = Point of Curvature
 - Wood Fence — □ — □ —
 - Chain Link Fence — x — x —
 - Iron Fence — ○ — ○ —



S. FLETCHER

(60' R.O.W.)

DRIVE

ASPHALT PAVEMENT

ORDER NO.: 14-104

ORDERED BY: DEMCHENKO & KASHUBA, LLC
ATTORNEYS AT LAW

PREPARED BY:

GEODETIC SURVEY, LTD.
PROFESSIONAL DESIGN FIRM NO. 184-004394
CONSTRUCTION & LAND SURVEYORS
1121 DEPOT STREET, GLENVIEW, IL 60025
TEL. (847) 904-7690; FAX (847) 904-7691

GENERAL NOTES:

- DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE NOT TO BE ASSUMED FROM SCALING.
- THE LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND FOR ACCURACY SHOULD BE COMPARED WITH DEED AND/OR TITLE POLICY.
- BUILDING LINE RESTRICTIONS AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE SUBDIVISION PLAT OR ARE FURNISHED WITH THE ORDERED DESCRIPTION REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND/OR LOCAL ORDINANCE.
- COMPARE ALL POINTS BEFORE BUILDING AND AT ONCE REPORT ANY DISCREPANCIES, WHICH YOU MAY HAVE FOUND, TO THIS OFFICE.

STATE OF ILLINOIS
COUNTY OF COOK SS

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

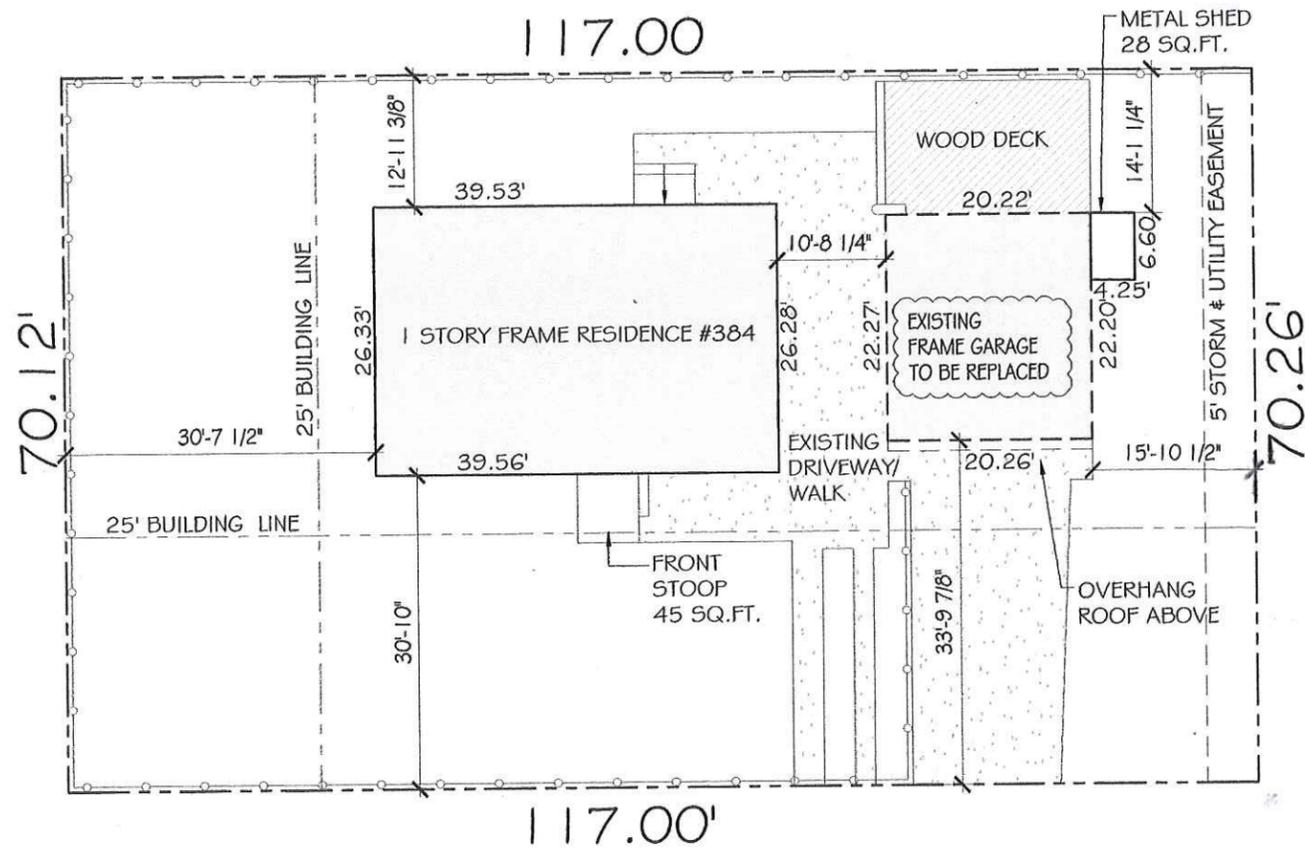
FIELD WORK COMPLETED: APRIL 10, 2014

DATED THIS 15th DAY OF APRIL, 2014.

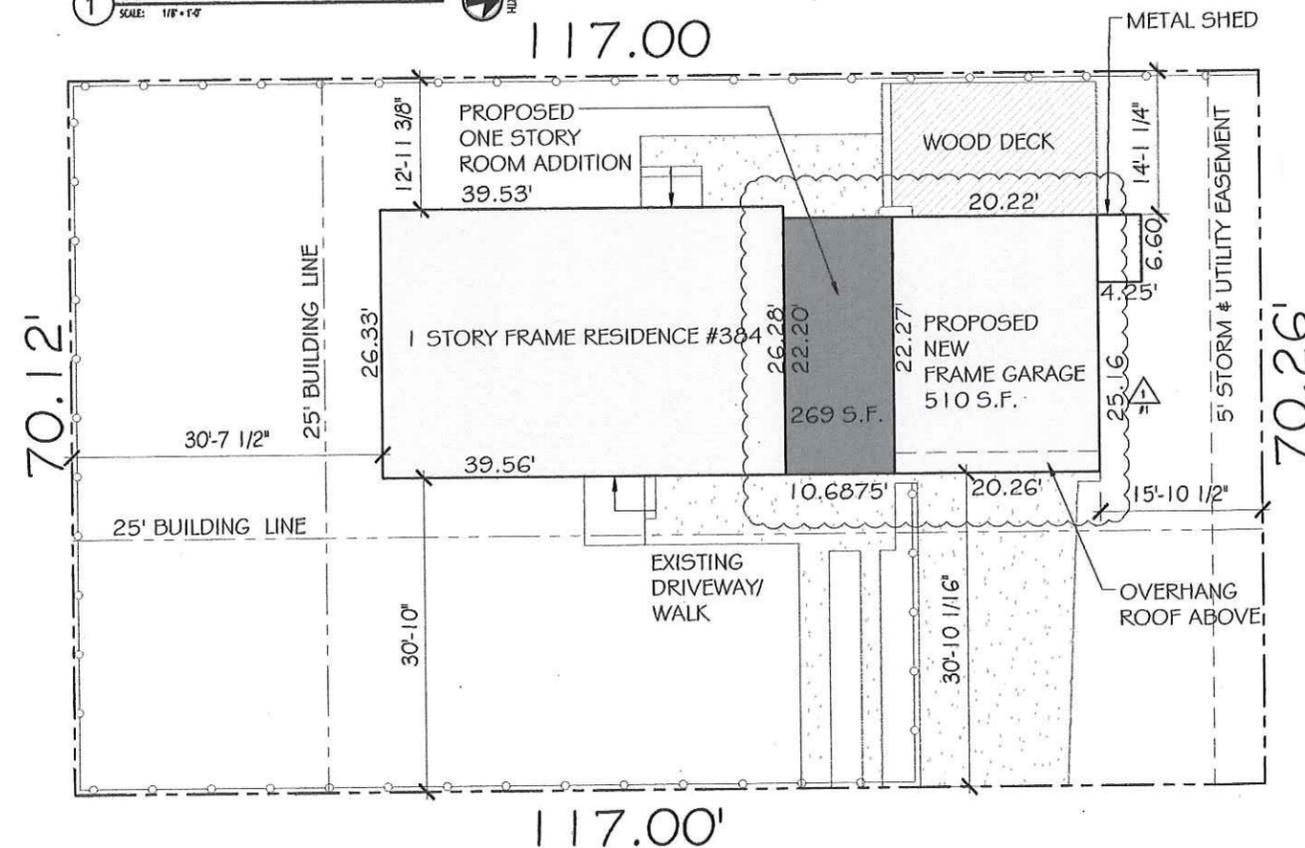
BY: *Thomas R. Krohn*
PROFESSIONAL ILLINOIS LAND SURVEYOR NO.3000
LICENSE EXPIRES 11/30/2014



Exhibit received Feb. 25, 2016



1 EXISTING SITE PLAN
SCALE: 1/8" = 1'-0"



2 SITE PLAN WITH PROPOSED ADDITION
SCALE: 1/8" = 1'-0"



SITE DATA:

LOT SIZE=	117.00'x70.26'=8220.42(ARCH)
1 STORY EXISTING HOUSE	-1041 SQ.FT.
EXISTING DRIVEWAY/WALK	-1244 SQ.FT.
FRONT STOOP	-45 SQ.F.T
REAR STOOP-	-24 SQ.FT.
SHED-	-28 SQ.FT.
2 CAR GARAGE-	-446 SQ.FT.
TOTAL EXISTING IMPERVIOUS SURFACES:	2828 SQ.F.T (34.40%)

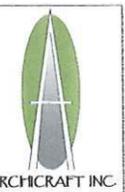
PROPOSED IMPERVIOUS SURFACES CALCULATION:

EXISTING HOUSE	-1041 SQ.FT.
EXISTING DRIVEWAY/WALK	-1244 SQ.FT.
FRONT STOOP	-45 SQ.F.T
REAR STOOP-	-24 SQ.FT.
SHED-	-28 SQ.FT.
PROPOSED ROOM ADDITION	-237 SQ.FT.
PROPOSED 2 CAR GARAGE	-510 SQ.FT.

TOTAL EXISTING IMPERVIOUS SURFACES: -3129 SQ.F.T (38.06%)

SYMBOL LEGEND:

	REPRESED EXISTING AREA
	PROPOSED ADDITION AREA



office location:
1320 Laci Court
Indian Creek, IL 60061
ph: 847-409-6560
fax: 847-409-0410

FLUORHT
ARCHITECTS INC.
architect of record

1192 Old Trilber
Hoffman, IL 60132
847-942-9277
henal@purohtharchitects.com
dianahenlo@archcraftdesign.com

SCOPE DRAWINGS

This drawing is a preliminary site plan and is not to be used for construction. It is subject to change without notice. The client is responsible for obtaining all necessary permits and approvals. The architect is not responsible for any errors or omissions in this drawing.

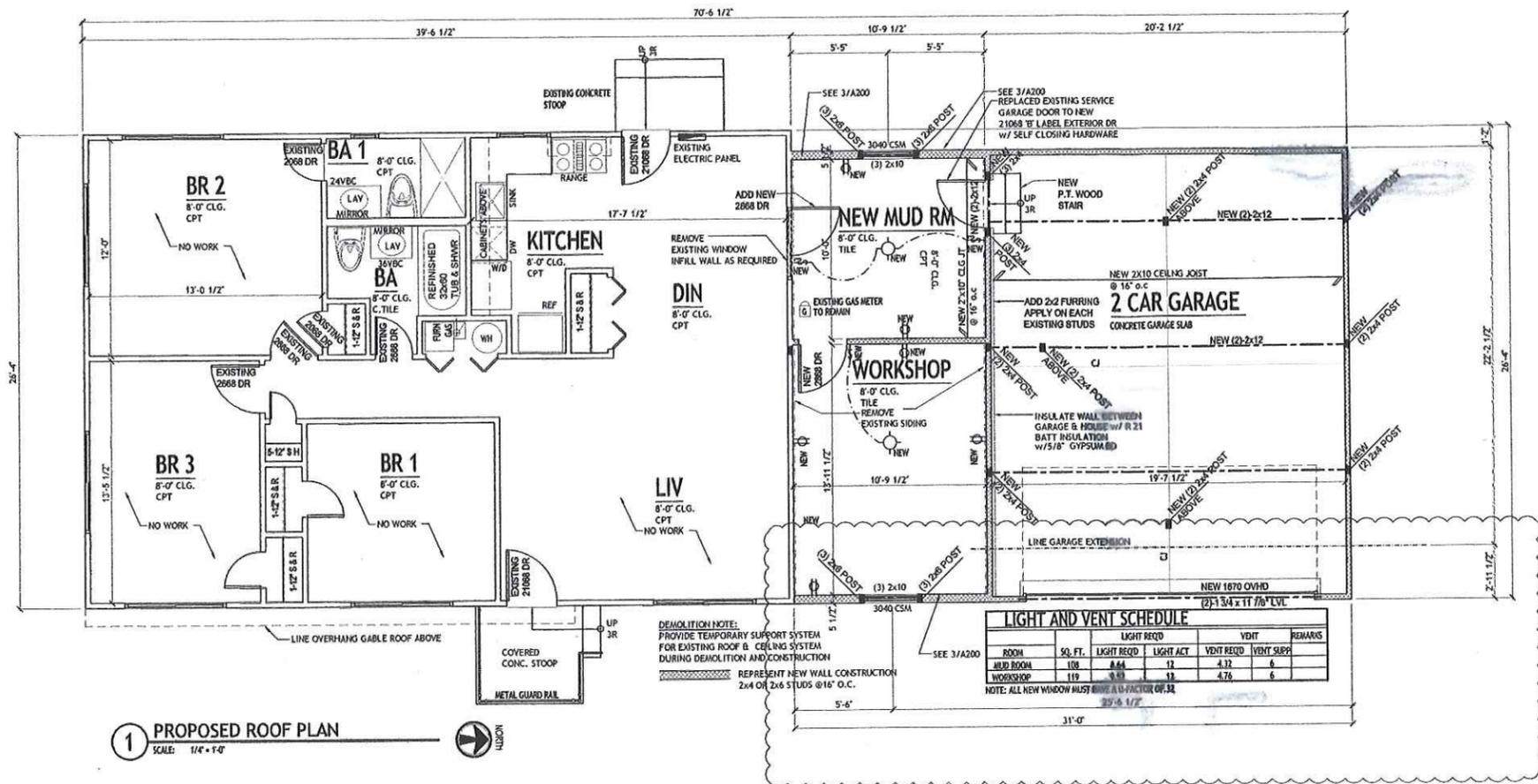
LEGAL DESCRIPTION:
LOT 18, BLOCK 18, SUBDIVISION 18, A PART OF A SUBDIVISION OF PART OF THE
TOWN OF WHEELING, COOK COUNTY, ILLINOIS, BEING THE SOUTH 1/4 OF SECTION 14,
RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTH 1/4 OF SECTION 1,
RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED APRIL 23, 1955, AS DOCUMENT 189779, IN COOK COUNTY, ILLINOIS.
P.L. 03-10-18-04-04-000

Yanov Family
Existing Single Family Residence
Mud Room Addition
384 Marion Court Wheeling, IL 60090

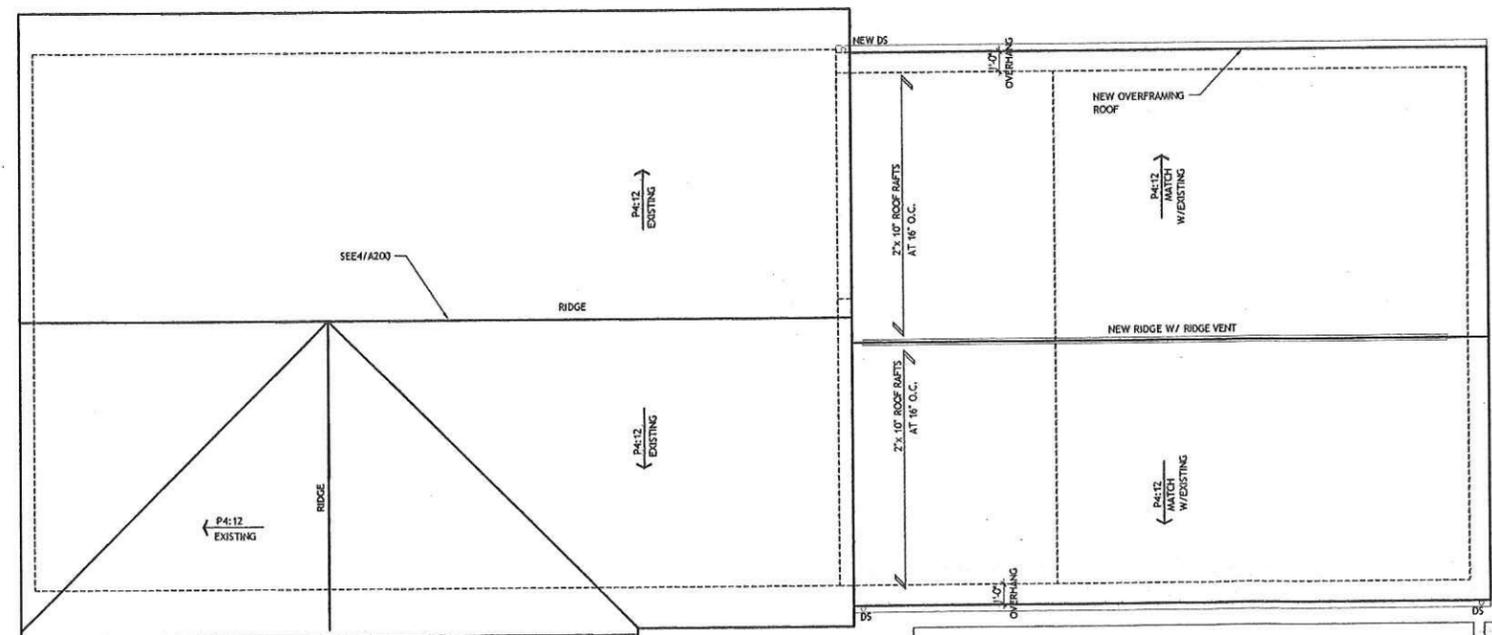
DATE	REVISIONS
12/26/14	DESIGN DEVELOPMENT
10/04/15	VILLAGE REVIEW #1

PROJECT NO: 130102
DATE: 07/12/2014
SHEET TITLE: SITE PLAN

Exhibit received Feb. 25, 2016



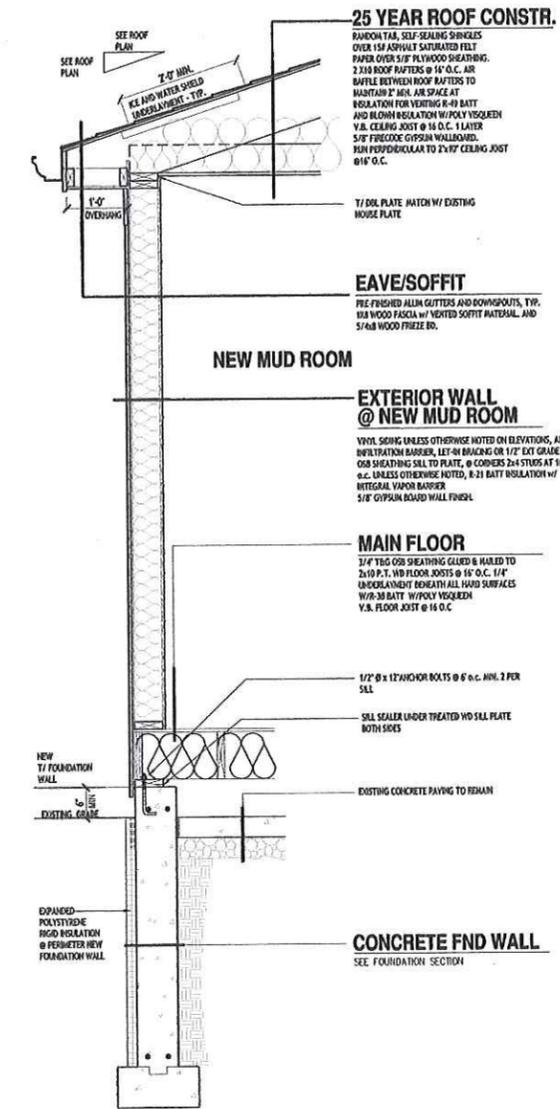
1 PROPOSED ROOF PLAN
SCALE: 1/4" = 1'-0"



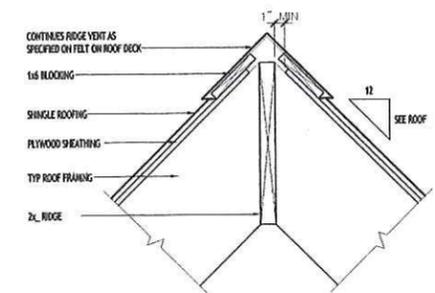
2 ROOF PLAN
SCALE: 1/4" = 1'-0"

PLAN	ATTIC AREA (SQ FT)	TOTAL NET FREE VENTED AREA REQ. (SQ IN)	RIDGE (50% (SQ IN))		SOFFIT (50% (SQ IN))	
			REQ. MIN	ACT. OR	REQ. MIN	ACT. **
NEW MASTER SUITE ROOF	387	166	93		93	**

HATCH REPRESENTS ICE & WATER SHIELD
HATCH REPRESENTS OVERFRAMING VERIFY WITH TRUSS MFR.



3 PROPOSED ROOF PLAN
SCALE: 3/4" = 1'-0"



4 RIDGE VENT DETAIL
SCALE: 1 1/2" = 1'-0"

ARCHICRAFT INC.
office location:
1320 Lark Cove
Indian Creek, 60051
ph: 47-407-6560
fax: 47-49-04-10

PURDITT ARCHITECTS INC.
architect of record
1192 Oak Timber
Hoffman Estates, IL 60132
47-492-4777
henn@purdittarchitects.com
donald@purdittarchitects.com

SCOPE DRAWINGS
These drawings are the property of Purditt Architects Inc. and are to be used only for the project and location specified. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Purditt Architects Inc. The drawings shall be used in accordance with the specifications and conditions of contract. The drawings shall be used in accordance with the specifications and conditions of contract. The drawings shall be used in accordance with the specifications and conditions of contract.

LEGAL DESCRIPTION:
SUBJECT PROPERTY IS A PORTION OF A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1954 AS DOCUMENT 165979, IN COOK COUNTY, ILLINOIS. PLS. CD-10-10-08-005-000.

**Yanov Family
Existing Single Family Residence
Mud Room Addition
384 Marion Court Wheeling, IL 60090**

DATE	REVISION
12/28/14	DESIGN DEVELOPMENT
10/04/15	ALLIANCE REVIEW #1

PROJECT NO: 130102
DATE: 07/12/2014
SHEET TITLE: ROOF PLAN, WALL SECTION

SHEET: A-200

Exhibit received Feb. 25, 2016



office location
 13201 Lac Court
 Indian Creek, IL 60061
 ph: 847-459-4360
 fax: 847-459-0110

PLUROHIT
 ARCHITECTS INC.
 architect of record

1192 Old Timber
 Hoffman, IL 60192
 815-244-8777
 hennall@plurohitarchitects.com
 hennall@archicraftdesign.com

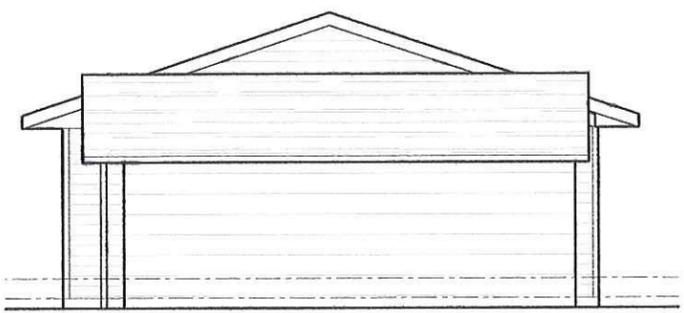
SCOPE DRAWINGS
 The drawings are prepared for the purpose of...
 (small text describing scope)

LEGAL DESCRIPTION:
 LOT 1 IN BLOCK 1 IN SUBDIVISION...
 (small text describing legal description)

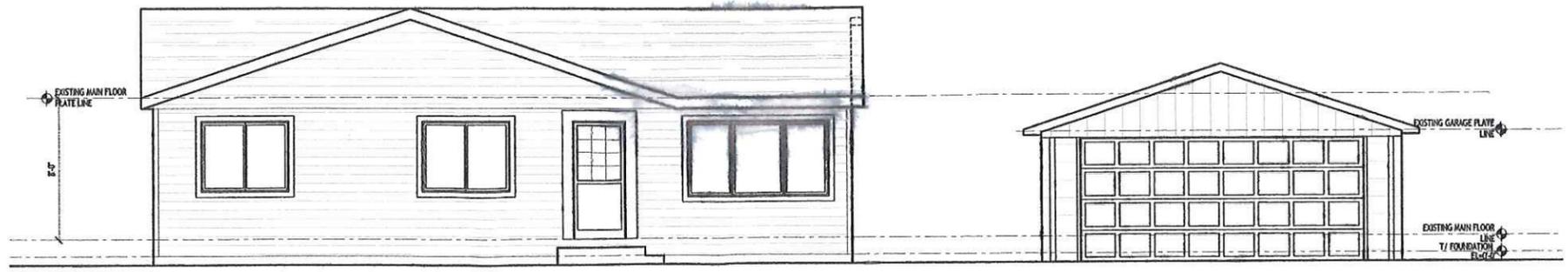
Yanov Family
 Existing Single Family Residence
 Mud Room Addition
 384 Marion Court Wheeling, IL 60090

DATE	DESIGNER
12/24/14	DESIGN DEVELOPMENT
10/04/15	VILLAGE REVIEW #1
PROJECT NO:	130102
DATE:	07/12/2014
SHEET TITLE:	
SITE PLAN	

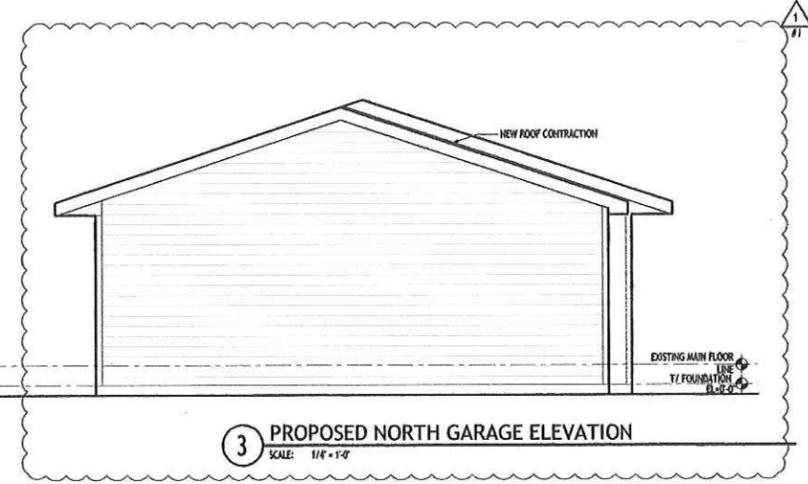
SHEET:
 A-300



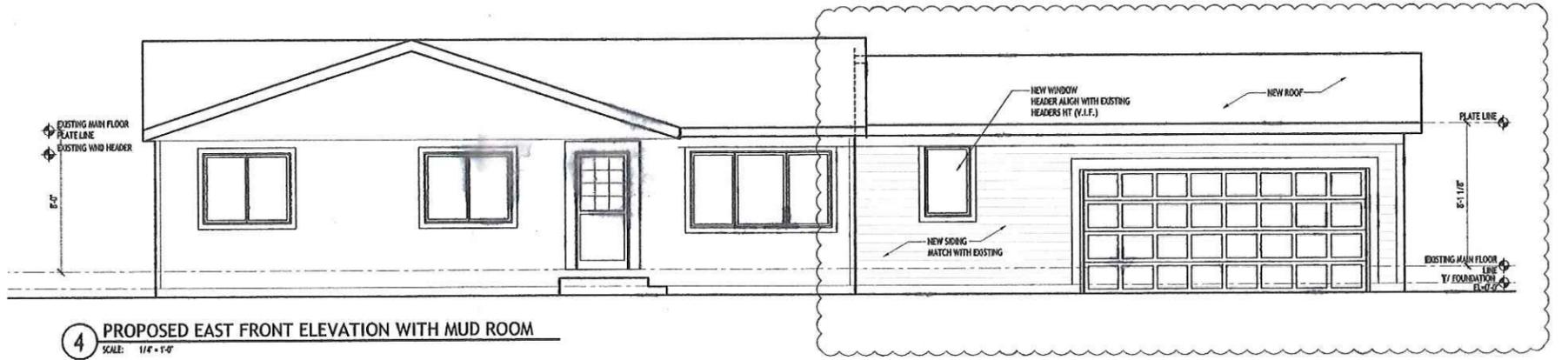
1 EXISTING NORTH GARAGE ELEVATION
 SCALE: 1/4" = 1'-0"



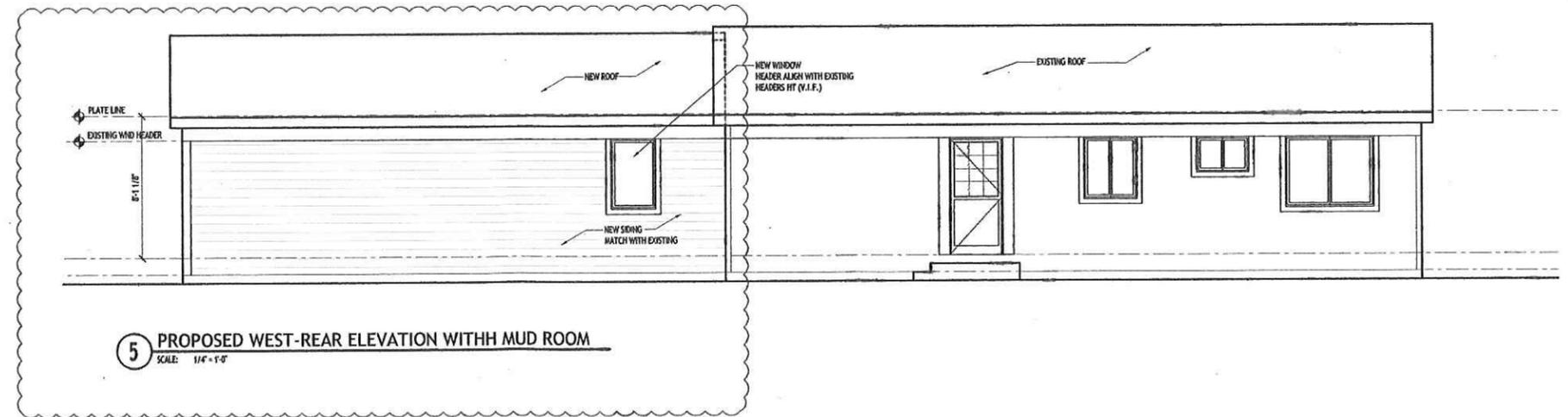
2 EXISTING EAST FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



3 PROPOSED NORTH GARAGE ELEVATION
 SCALE: 1/4" = 1'-0"



4 PROPOSED EAST FRONT ELEVATION WITH MUD ROOM
 SCALE: 1/4" = 1'-0"



5 PROPOSED WEST-REAR ELEVATION WITH MUD ROOM
 SCALE: 1/4" = 1'-0"

Exhibit received Feb. 25, 2016

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Granting Special Use-Site Plan Approval for an Animal Grooming Facility at 501 N. Wolf Road [Docket No. 2016-7].

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting special use-site plan approval to establish a dog grooming facility in an existing industrial office complex.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff report
Fire Department memo
Draft PC Findings of Fact and Recommendation
Photos of existing conditions
Project description letter
Proposed floor plan
Plat of survey

RECOMMENDATION: To approve.

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *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.*

² *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).*

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING SPECIAL USE-SITE PLAN APPROVAL FOR AN
ANIMAL GROOMING FACILITY
501 N. WOLF ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 14, 2016, to consider a request for a special use-site plan approval under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish an animal grooming facility at 501 N. Wolf Road, Wheeling, Illinois, hereinafter legally described and zoned MXI Mixed Use Industrial District; and

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

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

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

Section A

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

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

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

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish a religious assembly use in the MXI Mixed Use Industrial District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, for an animal grooming facility, to be located at 501 N. Wolf Road, Wheeling, Illinois, hereinafter legally described:

LEGAL DESCRIPTION:

LOT 1 IN FIRST ADDITION TO H.S.H. PROPERTIES RESUBDIVISION BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(The above described property is located at 501 N. Wolf Road and is part of the industrial office condominium association at 501-563 N. Wolf Road. The property is zoned MXI Mixed Use Industrial District.)

Section C

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the project description and floor plan, herein attached and made part of, submitted March 15, 2016, by Eugene Tkachenko, for the animal grooming facility to be located at 501 N. Wolf Road, Wheeling, Illinois.

Section D

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

Trustee _____ moved, seconded by Trustee _____,
that

Ordinance No. _____ be passed, this _____ day of _____, 2016.

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

Ordinance No. _____, passed this _____ day of _____, 2016.

 Dean S. Argiris
 Village President

ATTEST:

 Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

 Village Attorney

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

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

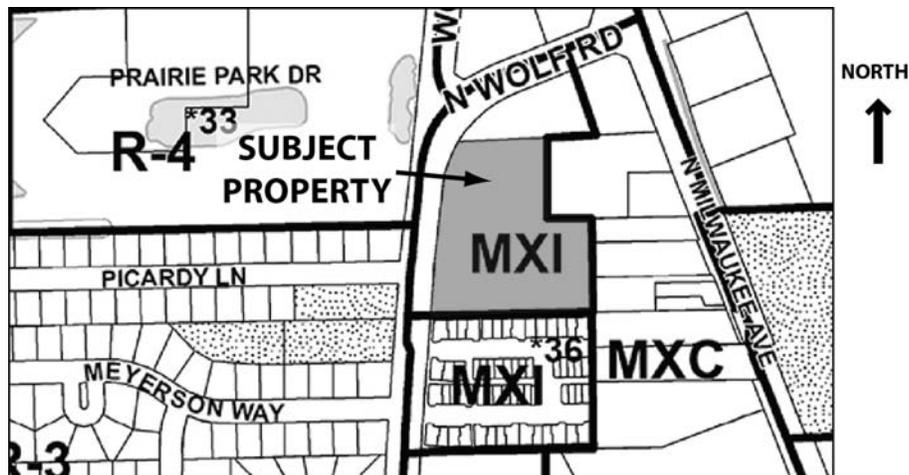
FROM: Andrew C. Jennings
Director of Community Development

DATE: May 2, 2016

SUBJECT: Docket No. 2016-7
Dog Grooming
501 N. Wolf Road
Special Use-Site Plan Approval of an Animal Grooming Facility

PROJECT OVERVIEW: The petitioner is seeking special use approval to establish an animal grooming facility at 501 N. Wolf Road, which is zoned MXI Mixed Use Industrial District.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, April 14, 2016, Commissioner Issakoo moved, seconded by Commissioner Sianis to recommend approval of Docket No. 2016-7 to grant Special Use-Site Plan approval under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for an animal grooming facility in accordance with the project description and floor plan submitted March 15, 2016 by Eugene Tkachenko, to be located at 501 N. Wolf Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

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

PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

Applicant Name: Eugene Tkachenko, business owner
Property Owner: Eugene Tkachenko
Common Property Address: 501 N. Wolf Road (H.S.H. Business Condos)
Common Location: Located on the east side of Wolf Road, at Picardy Lane
Neighboring Property Land Use(s): North: Industrial/Office
West: Single-Family Residential
South: Multi-Family Residential
East: Commercial
Comprehensive Plan Designation: Commercial-Residential Mixed Use
Property Size: 4.35 acres (entire site)
1,250 SF for the unit
Existing Use of Property: Office
Proposed Use of Property: Dog Grooming Facility
Existing Property Zoning: MXI Mixed Use Industrial District
Relevant Zoning Action on Property:
None

DESCRIPTION OF PROPOSAL

The petitioner proposes to open establish an animal (dog) grooming facility, which is a special use in the MXI District. The proposed use will be open 7:30AM to 4:30PM Tuesday through Saturday. All activity will be conducted inside. The business will accommodate a maximum of eight dogs at one time. No overnight boarding will be permitted. The floor plan consists of a lobby, an office, a grooming area and storage. The proposed number of employees is two.

SITE PLAN REVIEW

Scale of Floor Plan: not provided

Proposed General Site Layout: No changes are proposed to the existing office/light industrial complex.

Floor plan: The floor plan consists of a lobby, an office, a grooming area and storage.

Total Number of Parking Spaces: Animal grooming requires 4 parking stalls per 1,000 sq. ft. The former space was used as an office, which has the same parking requirement as animal grooming. The parking requirement for the proposed use is five (5). There are 174 shared parking spaces onsite.

STANDARDS FOR SPECIAL USE

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

1. State why the Special Use is necessary for the public convenience at the proposed location. (Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.)

“The proposed special use will provide needed pet grooming services for the residents of Wheeling.”

The proposed use would occupy a former office space in an industrial office condominium.

2. State how the special use will not alter the essential character of the area in which it is to be located. (Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.)

“All the activities of the special use will be conducted in the existing location. There will be no outside activities associated with the new business. Animals will be dropped off by the owners only for the time of service and will be picked up as soon as the service is complete. No animals will be left in the facility over night or for extended periods of time. The special use will not alter in any way the essential character of the area and will only benefit the neighborhood conveniently providing pet grooming services to the pet owners.”

The reuse of an underutilized office space as a small pet grooming facility is appropriate for the existing industrial office complex.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties. (Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?)

“The proposed special use activities will be conducted in an already existing property with no in/out structural changes. The physical property located at 501 N. Wolf Road will be preserved as is with minimal changes to the unit’s plumbing to accommodate for two new washing tubs and larger water heater tank, wash and dryer. Access to the property will remain the same and no significant traffic is expected in relation to proposed new special use. The proposed special use will greatly benefit the surrounding neighborhood with convenient pet grooming service.”

The proposed pet grooming facility will be located in an existing industrial office condo. There is adequate access and parking for the proposed use.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (Explain how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

“The proposed use will have no negative impact on existing adjacent land uses. Property located in the commercial building together with variety of multiple uses.”

No exterior modifications are proposed.

5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

“The proposed special use property is part of a commercial condo building and surrounded with multiple unassigned parking spaces. There will be adequate customer parking as the unit surrounded with over sixty (60) parking spaces. The two entrances to the property are located on Wolf Road and the proposed special use will not generate so much traffic as to create congestion. There is no access to the special use through residential streets.”

There is ample parking available on the property.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

“Ass of right now the property in questions is used as a real estate office. This property is not used up to its full potential. Most of the business conducted outside of the property in questions. Most of the time the property is empty.”

The use appears to comply with the relevant regulations.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

There are no conditions of approval associated with the Plan Commission recommendation for Docket No. 2016-7.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

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

STAFF REVIEW

Fire Department Review: The Fire Department has reviewed the plans and submitted a comment memo dated April 7, 2016 (attached). These comments will be addressed during permit review.

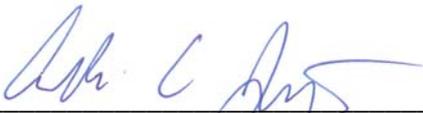
Engineering Division Review: The Village Engineer has reviewed the plans and has no comments at this time.

Impact on Adjacent Uses: No significant impact on adjacent uses is expected.

Senior Planner's Recommendation to the Plan Commission: Staff suggested the Plan Commission recommend approval of the special use.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to approve an animal grooming facility special use at 501 N. Wolf Road. An Ordinance is attached for the Board's consideration.



Andrew C. Jennings
Director of Community Development

- Attachments:**
- Ordinances (precede this report)
 - Findings of Fact and Recommendation, 4.14.2016 (Draft)
 - Fire Department comments, dated 4.07.2016
 - Photos of existing conditions (staff)
 - Project description
 - Proposed floor plan
 - Plat of survey

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-7
Dog Grooming
501 N. Wolf Road
Special Use-Site Plan Approval to Establish an Animal Grooming Facility

19-05 Mixed Use and Overlay Districts; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish an Animal Grooming Facility at 501 N. Wolf Road, Wheeling, Illinois, which is zoned MXI, Mixed Use Industrial District.

Chairman Pro Tem Johnson called Docket No. 2016-7 on April 14, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Sianis and Zangara. Commissioners Powers and Ruffatto were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Zangara read the following statement aloud.

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

Eugene Tkachenko, business owner, 501 N. Wolf Road was present. He explained they were proposing a new use for the facility. It is currently being used as a real estate office. He is the owner of the unit and decided to change the use to a dog grooming facility.

Commissioner Dorband asked for an explanation of the interior layout of the unit for the proposed use. Mr. Tkachenko explained the drying process was done near the restroom.

In reply to Commissioner Dorband's question, Mr. Tkachenko confirmed they would groom up to 8 dogs at one time using 4 double cages. There will be two employees.

Commissioner Sianis questioned if signage would be added at a later date. Mr. Tkachenko

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-7

confirmed signage would be presented at the next meeting.

Commissioner Issakoo questioned if the neighbors had expressed any concern with the new use. Mr. Tkachenko reported that he attended the association meeting and received a letter indicating that they did not have a problem with the new use. Ms. Jones has a copy.

In reply to Commissioner Zangara's question, Mr. Tkachenko confirmed there was a second emergency exit.

In reply Commissioner Zangara's question, Mr. Tkachenko explained they would walk the dogs outside if necessary. He further explained they would only keep each dog for a couple of hours. They will supply bags outside of the unit for use before and after grooming. They will also check the surrounding area each night.

Commissioner Johnson had no questions.

In reply to Commissioner Dorband's question, Mr. Tkachenko stated the name of the business would be Go Grooming.

Commissioner Issakoo moved, seconded by Commissioner Sianis to recommend approval of Docket No. 2016-7 to grant Special Use-Site Plan approval under Chapter 19-05 Mixed Use and Overlay Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for an animal grooming facility in accordance with the project description and floor plan submitted March 15, 2016 by Eugene Tkachenko, to be located at 501 N. Wolf Road, Wheeling, Illinois.

On the roll call, the vote was as follows:

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

There being five affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Sianis to close Docket No. 2016-7. The motion was approved by a voice vote.

Respectfully submitted,

Don Johnson, Chairman Pro Tem
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 4.22.2016
FOR APPROVAL ON 4.28.2016**

DRAFT



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith Maclsaac, Fire Chief
FPB File
DATE: April 7, 2016
SUBJECT: Proposed Dog Grooming Facility – 501 North Wolf Road – Plans received for review by the Fire Department, March 15, 2016.

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

Site Plan

1. There were no plans submitted related to the site and the Fire Department does not anticipate any changes to the site plan due to the proposed occupancy changes.

501 North Wolf Road - Proposed Dog Grooming Facility

1. The petitioner is proposing to remodel and occupy an existing vacant tenant space in a multi-tenant industrial building. There would be no change in Use Group from the existing (B) Business Use Group occupancy as defined in the 2012 Edition of the International Building Code (IBC) and Fire Prevention Codes (IFC) for the new tenant.
2. All construction within the tenant space would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments).
3. As noted in Comment #2, the proposed tenant buildout will need to comply with the Village's Building and Fire Prevention Codes. Some of the items that this would include and would need to be addressed during the permitting process are:
 - a. The building and tenant space has an existing sprinkler system that will require modifications.
 - b. The building and tenant space has an existing fire alarm system that will require modifications (Audible and visual notification devices).

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

Dog Grooming – 501 N. Wolf Road

Docket No. 2016-7 (Special Use-Site Plan Approval of an Animal Grooming Facility)

Plan Commission Meeting – April 14, 2016

Village Board Meeting – May 2, 2016



Existing conditions of facility – looking northeast

PROJECT DESCRIPTION LETTER

Date: March 7, 2016

Applicant: Eugene Tkachenko
286 8th Street, #3A
Wheeling, IL 60090

Property Address: 501 N. Wolf Rd., Wheeling, IL 60090

I am proposing the following:

The real estate office located at **501 N. Wolf Rd.** shall be converted into a first class **dog grooming facility**. The unit is a part of commercial condominium building and exterior of the unit will remain unchanged. The unit is surrounded with more than sixty (60) unassigned parking spaces. There will be minor interior plumbing additions to accommodate for the two dog-washing tubs, larger water heater tank, washer and dryer. The business will provide convenient dog grooming services to the pet owners in the area and will be open 7:30 am to 4:30 pm Tuesday through Saturday. All the activity will be conducted inside. Dogs will be dropped off for service and picked up by the owners after service is complete. The business will be able to accommodate up to eight(8) dogs at the time. Every dog coming to the grooming facility will be evaluated before the service is performed. Every dog will be washed and service will be performed according to needs.

When the service is complete owner will be notified and dog will be placed in the waiting area. There will be no animals left in the facility over night or for extended period of time. At this time the business will be operated by me and my wife and have maximum of two(2) employee.

This new business will be a great addition to the Village of Wheeling.

Regards,



Eugene Tkachenko
847-687-4974

Exhibit received March 15, 2016

OWNER 501 N. Wolf LLC
 ADDRESS: 501 N. Wolf Rd., Wheeling, IL 600
 OWNER'S PHONE (847) 687-4974

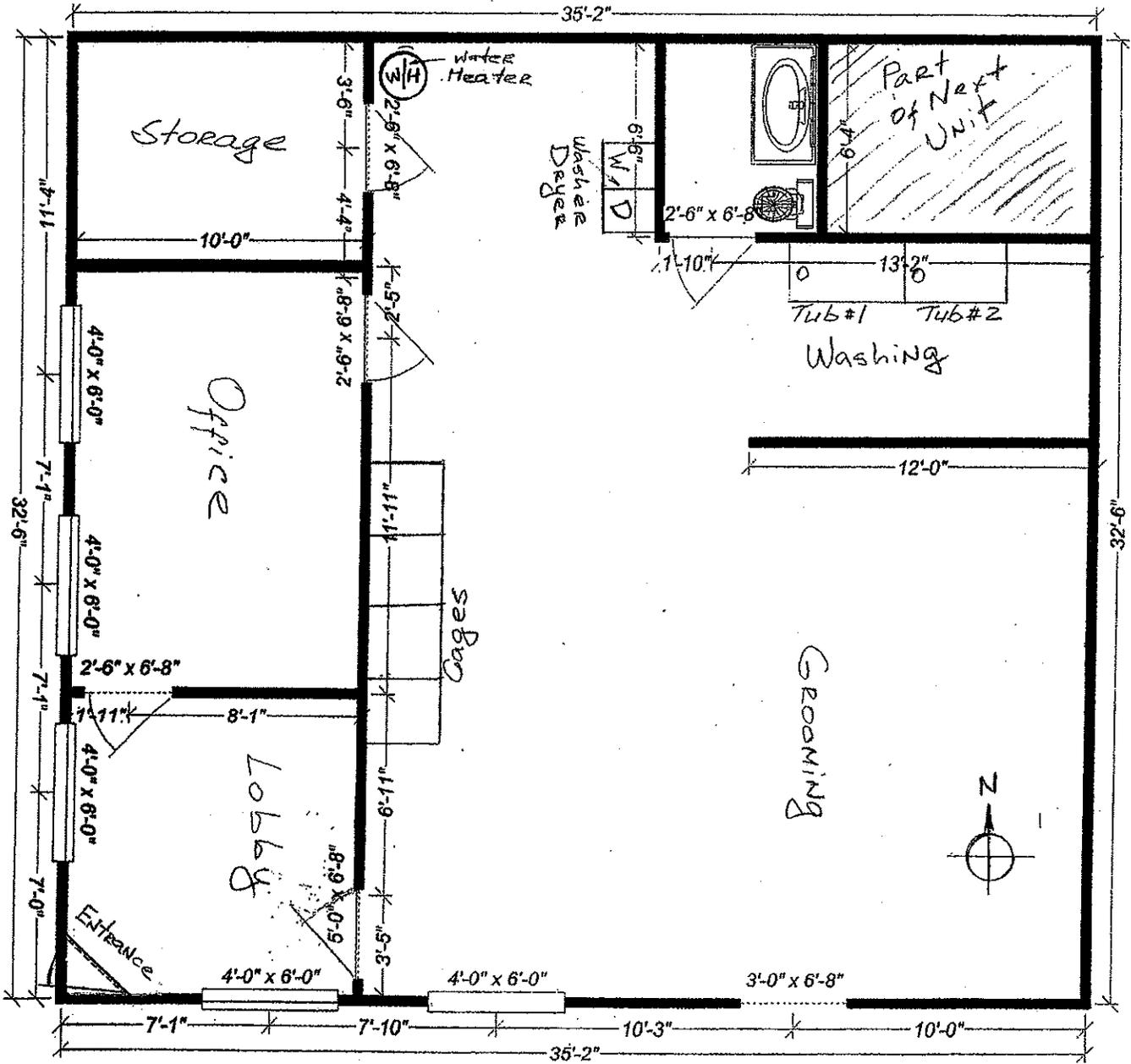


Exhibit received March 15, 2016

7442 North Harlem Avenue
Chicago, Illinois 60648

ARCHITECTURAL · INDUSTRIAL · LOTS · FARMS · SUBDIVISIONS · MORTGAGE · CONDOMINIUMS

Phone: 775
775



Jens K. Doe

SURVEY SERVICE, INC.
Registered Land Surveyors

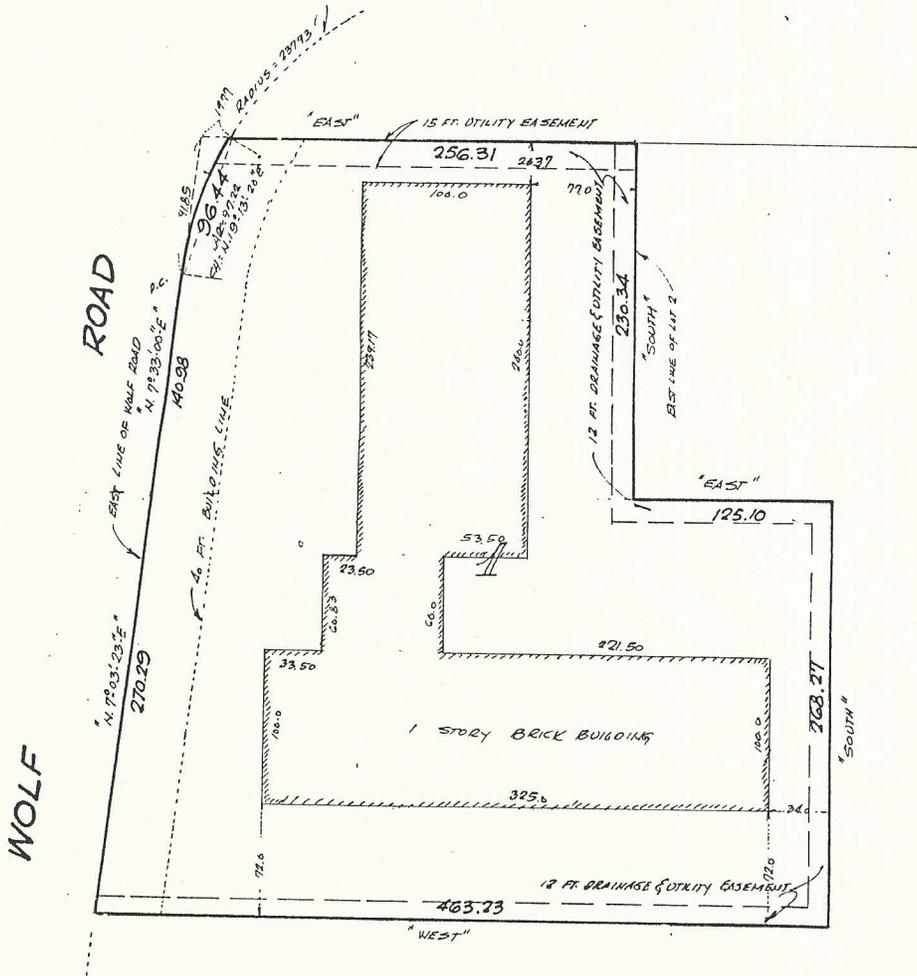
ORDER NO.
851795-A

Scale - 1 inch = 80 Feet

PLAT OF SURVEY

of

LOT 1 IN FIRST ADDITION TO H.S.H. PROPERTIES RESUBDIVISION BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



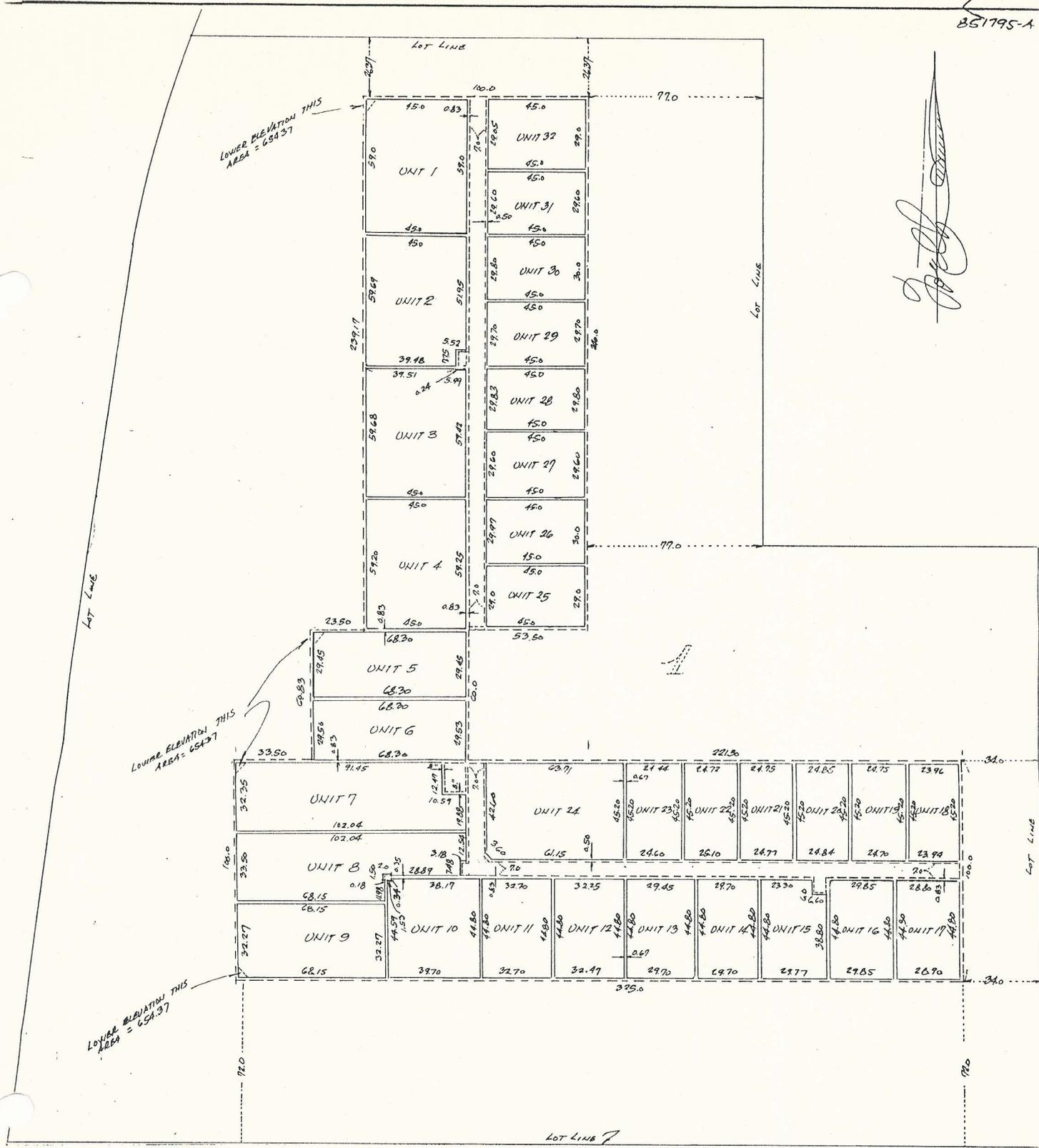
STATE OF ILLINOIS)
COUNTY OF COOK)

WE, JENS K. DOE SURVEY SERVICE INC., DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN CORRECTLY SHOWS THE RELATION OF THE BUILDING AND OTHER STRUCTURES TO THE PROPERTY LINES OF THE LAND INDICATED HEREON; THAT THE WALLS OF SAID BUILDING ARE PLUMB AND THAT THERE ARE NO ENCROACHMENTS OF ADJOINING BUILDINGS OR STRUCTURES ONTO SAID LAND NOR OVERLAP OF BUILDINGS OR STRUCTURES FROM SAID LAND, EXCEPT AS MAY BE NOTED HEREON

DATED THIS 23RD DAY OF OCTOBER 1986

BY: *[Signature]*
THOMAS J. POPKE, ILLINOIS REGISTERED
LAND SURVEYOR NO. 1575

EXHIBIT A
PAGE 1 OF 2



HORIZONTAL PLANES SHOWN HEREON ARE MEASURED FROM TOP OF UNFINISHED FLOOR TO BOTTOM OF UNFINISHED CEILING

INTERIOR VERTICAL PLANES SHOWN HEREON ARE MEASURED FROM, TO AND ALONG INTERIOR UNFINISHED FACE OF INTERIOR WALLS

ELEVATIONS AS SHOWN HEREON ARE RELATED TO U.S.C.S. DATUM
 BENCH NORTHWEST FLANGE BOLT 4TH. FIRE HYDRANT NORTH OF MAYER AVENUE
 ON WEST SIDE OF WOLF ROAD ELEVATION 647.40

ALL UPPER ELEVATIONS OF UNITS ON THIS PAGE = 663.57
 ALL LOWER ELEVATIONS OF UNITS ON THIS PAGE = 647.37

ALL INTERIOR WALLS ARE 0.30 THICK (UNLESS OTHERWISE SHOWN) AND ARE SHOWN

ALL EXTERIOR WALLS ARE 0.83 THICK AND ARE SHOWN

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.D

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: May 2, 2016

TITLE OF ITEM SUBMITTED: A Resolution Accepting a Proposal from Manhard Consulting for Engineering Services for Wolf Court Diversionary Channel Crossing and Roadway

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$120,262 proposal from Manhard Consulting for the design, document preparation, and permitting requirement for the Diversionary Channel Crossing and Roadway.

BUDGET²: Included in the 2016 TIF Fund budget

BIDDING³: Not required for professional services.

EXHIBIT(S) ATTACHED: Memo, Resolution, Proposal

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ *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.*

² *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).*

³ *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: Mark Janeck, Director of Public Works
DATE: April 13, 2016
SUBJECT: Vehicle Span over Diversionary Channel

EXECUTIVE SUMMARY

Engineering design proposals were submitted for a roadway to be constructed over the Diversionary Channel as described in a Request for Proposals (RFP) from February 2015. The proposals have been reviewed and the lowest priced, qualified submittal has been confirmed for conformance. Village Staff is requesting direction from the Village Board prior to awarding the proposed work.

The Village of Wheeling received five (5) proposals in response to the RFP issued in February of 2015 for the design, document preparation, and permitting required for construction of a vehicular and pedestrian access to and from Wolf Court and the vacant 17 acres south of Lake Cook Road and west and north of the Diversionary Channel. The purpose of this memo is to introduce the proposal and provide background information for the project.

The subject 17 acre parcel (parcel) has been the subject of substantial development work and is indirectly the recipient of tax increment finance (TIF) monies previously expended by the Village. As you may recall, the parcel was a farmed lowland area until 2013 when plans for ‘filling’ the property were approved by the Village and the elevation of the site was increased to what you see today. The parcel was and is technically still within the floodplain as per existing FEMA mapping. In order to conform to FEMA requirements associated with increasing the property gradient within a floodplain, the Village agreed to create a compensatory storage basin on a municipal property located on Meadow Lane. This recently constructed basin was sized to match the FEMA compensatory storage requirements of the parcel. Both the engineering design and the construction work necessary to create the compensatory storage were paid for by TIF monies ostensibly to allow the creation of a mixed use development on the parcel.

The proposed vehicular span is necessary for the site due to extremely limited access options for the parcel. Currently there is one (1) official access to the property—a right-in right-out access

point located on the off ramp from eastbound Lake Cook Road to Milwaukee Avenue. Such limited access will almost certainly not be sufficient to attract a quality, mixed-use development—an investment that typically requires 2-4 access points. The proposed span would allow traffic to and from the right-in right-out Milwaukee Avenue RAM restaurant access, as well as traffic to and from Wolf Road. Recently an easement has been negotiated and agreed to with the RAM restaurant owners allowing traffic flow through the RAM site to the proposed span location.

Manhard Engineering has been determined to be the lowest priced, qualified firm that submitted a proposal. Public Works personnel interviewed the firm and are satisfied that the necessary work is included in their submittal to perform preliminary design, floodplain modeling, and final design documentation. The following work description was provided within the RFP for this project:

“Consultant engineering services are requested to produce civil and structural engineering final design documents and cost estimates for a vehicular bridge and roadway access to and from a bridge span to be located across the Wheeling Diversionary Channel in approximately the location as shown on the attached Exhibit 1. The roadway access design east of the bridge should originate from Milwaukee Avenue and use the existing easement through the RAM Restaurant property as shown on Exhibit 2. The roadway access design west of the bridge should extent 100 linear feet beyond the bridge. Design documents should include utilities, lighting, and landscaping. Bid shall include costs for preparation of public bid documents for future construction.

The bridge should be designed to handle WB60 vehicular traffic, accommodate two (2) alternate bridge widths one with a 38’ wide bridge roadway (3 lanes) and one with a 50’ wide bridge roadway (4 lanes), with both alternates allowing for individual 5’ wide sidewalks on both sides of the roadway. The bridge can be designed as cast-in-place or pre-cast dependent on cost and design requirements. The bridge span length should include the distance of the Channel width and approximately 5-10’ beyond the floodway limits at the point of crossing. Floodway location is shown on either side of the Channel as indicated on Exhibit 3, an image generated using current FEMA mapping. Depending on design and the length of span, support elements such as columns or culverts could be required to be placed within the Channel.

Consultant shall be responsible for applications for design review and approvals by governmental agencies such as IDNR, COE, IDOT, MWRD, as well as other agencies, depending on design and location, and should be made part of the Bid. The proposed bridge and roadway are to be considered the main access point for a future mixed use development on the property west of the Diversionary Channel. All construction will be performed on existing governmental right-of-way or on easements obtained by the Village of Wheeling. Four (4) public presentations and five (5) Village staff meetings should be made part of the Bid.”

Please contact me with any questions.

**WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY PROJECT
FEE SUMMARY**

Work Type	Ciorba Group	CBBEL	CivilTech	Manhard	Haeger
PHASE I	\$ 82,031.00	\$ 43,158.00	\$ 69,459.13	\$ 40,962.00	\$ 42,500.00
PHASE II	\$ 43,128.00	\$ 76,916.00	\$ 55,944.90	\$ 39,390.00	\$ 65,000.00
PHASE III	\$ 70,996.00	\$ 59,042.00	\$ 72,986.00	\$ 31,934.00	\$ 35,000.00
TOTAL	\$ 196,155.00	\$ 179,116.00	\$ 198,390.03	\$ 112,286.00	\$ 142,500.00

Optional	\$ -	\$ -	\$ 44,446.57	\$ 7,976.00	\$ 1,500.00
Cost per Additional Meeting	\$ 800.00	\$ -	\$ 1,250.00	\$ 500.00	\$ -

RESOLUTION NO. 16 - _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MANHARD CONSULTING FOR ENGINEERING SERVICES FOR WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY

WHEREAS, the vacant 17 acre parcel south of Lake Cook Road and west and north of the Diversionary Channel has been the subject of substantial development; and

WHEREAS, the proposed crossing and roadway is generally understood to be necessary for development of the site due to the limited vehicular access options for the parcel; and

WHEREAS, Manhard Consulting was the lowest proposal chosen from a total of five (5) consultant proposals submitted in March of 2015 after the Village issued a Request for Proposals for engineering services involving design, document preparation, and permitting required for the construction of the vehicular and pedestrian access; and

WHEREAS, the vehicle access easement through the RAM restaurant parcel has been agreed to by the owners of the subject property; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from Manhard Consulting for the engineering services for the Wolf Court Diversionary Channel Crossing and Roadway;

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 \$120,262.00 not-to-exceed proposal from Manhard Consulting of Vernon Hills, IL for the engineering services for Wolf Court Diversionary Channel Crossing and Roadway is approved in accordance with the proposal dated March 11, 2015.

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

President Argiris _____

Trustee Brady _____ Trustee Krueger _____

Trustee Vito _____ Trustee Lang _____

Trustee Papantos _____ 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

MANHOUR ESTIMATE

Project: Village of Wheeling - Wolf Court Diversionary Channel Crossing and Roadway
Scope: Plan, Design, and Observe Construction of Channel Crossing and Related Roadway Extension Improvements
Discipline: Civil/Municipal



Date: 3/11/15
 Revised: 11/23/2015
 Estimator: CRG
 Checked: PEM

The following manhours/fee estimate assumes the evaluation of three channel crossing alternatives consisting of 1) a pre-cast concrete box culvert(s), 2) a Contech ConSpan structure or similar structure, or 3) a single span bridge. This estimate does not include structural engineering for the design of a single-span bridge; if a single-span bridge is determined to be the preferred and chosen alternative, the structural engineering design services would need to be procured and the fee estimate negotiated prior to initiating Phase II. It is further assumed that the selection of a box culvert as the chosen channel crossing alternative would not require structural engineering design, and, if a ConSpan or similar structure is chosen as the channel crossing alternative the structural design would be included in the construction contract documents as included in the cost of the structure and will be the responsibility of the awarded contractor.

ITEM	Senior Project Manager	Project Manager/ Water Resources	Project Engineer	Staff Engineer	Staff Surveyor	2-Person Survey Crew	Construction Manager	Total	Sub-Consultant Expense
PHASE I									
1. Prepare a topographic survey of the development area	4	8			24	24		60	
2. Identify regulatory agencies involved in permitting	1	2						3	
3. Prepare Wetland Delineation	1	4						5	2200
4. Prepare Preliminary - Horizontal/Vertical Alignments of Channel Crossing and Roadway Improvements	2		8					10	
5. Evaluate Easements and Right-of-Way Related to Proposed Improvements	2				4			6	
6. Subsurface Investigation	1							1	3500
7. Evaluate Three (3) Types of Channel Crossings - Project Development Report	4	8	12	24				48	
7a. Roadway Improvements associated with Alternatives	8		24	40				72	
8. Research Availability of Grant Funds		8						8	
9. EOPC's for the Three (3) Chosen Types of Channel Crossings	1		4	6				11	
10. Project Meetings (Assume 2)	8							8	
11. Prepare Schedule for Completion of Phases II and III (Identifying Critical Path to Completion)	1		2					3	
12. Prepare for and Present Findings to Village Board (Including Rendering)	4	16		40				60	
Subtotal PHASE I (Hours)	37	46	50	110	28	24	-	295	
Subtotal PHASE I (Fee)	\$ 5,920	\$ 6,210	\$ 5,750	\$ 10,450	\$ 2,660	\$ 4,272	\$ -	\$ 35,262	\$ 5,700
PHASE II									
1. Drainage, Floodplain, and Wetland Impact Studies		40		24				64	
2. Develop Final Engineering Plans (Channel Crossing)	4	24		40				68	
2a. Develop Final Engineering Plans (Roadway Improvements)	8		24	40				72	
3. Develop Project Specifications/Bid Documents	4		24					28	
4. Administer Mandatory Pre-Bid Meeting at Village Hall	4							4	
5. Prepare Storm Water Pollution Prevention Plan		2		4				6	
6. Prepare and Submit Project Permits (IDNR-OWR, ACOE)	8	40	12					60	
7. Grant Applications (if Applicable)	4		16					20	
8. Update EOPC Based on Final Design Plans	1		2	6				9	
Subtotal PHASE II (Hours)	33	106	78	114	-	-	-	331	
Subtotal PHASE II (Fee)	\$ 5,280	\$ 14,310	\$ 8,970	\$ 10,830	\$ -	\$ -	\$ -	\$ 39,390	\$ -

MANHOUR ESTIMATE

Project: Village of Wheeling - Wolf Court Diversionary Channel Crossing and Roadway
Scope: Plan, Design, and Observe Construction of Channel Crossing and Related Roadway Extension Improvements
Discipline: Civil/Municipal



Date: 3/11/15
 Revised: 11/23/2015
 Estimator: CRG
 Checked: PEM

PHASE III										
1. Administer Pre-Construction Meeting	2						4	-		
2. Improvements	12						240	252		
3. Perform As-Built Topographic Survey				2			8	10		
4. Prepare Record Drawings	1			4				5		
5. Permit Close-Outs	1	4						5		
Subtotal PHASE III (Hours)	16	4	-	4	2	8	244	278		
Subtotal PHASE III (Fee)	\$ 2,560	\$ 540	\$ -	\$ 380	\$ 190	\$ 1,424	\$ 26,840	\$ 31,934	\$ -	
TOTAL PROJECT										
Total Hours	86	156	128	228	30	32	244	904		
Billing Rate	\$ 160	\$ 135	\$ 115	\$ 95	\$ 95	\$ 178	\$ 110			
Fee	\$ 13,760	\$ 21,060	\$ 14,720	\$ 21,660	\$ 2,850	\$ 5,696	\$ 26,840	\$ 106,586	\$ 5,700	
SUMMARY	TOTAL MANHARD WORK FEE: \$ 106,586.00 TOTAL SUB-CONSULTANT FEE(S): \$ 5,700.00 TOTAL FEE: \$ 112,286.00									

Optional Tasks Beyond the Base Scope of Services										
1. Construction Staking	2				8	32	4	46		
2. Contractor Pay Requests	2						4	6		
Optional Tasks (Hours)	4	-	-	-	8	32	8	52		
Subtotal Optional Tasks (Fee)	\$ 640	\$ -	\$ -	\$ -	\$ 760	\$ 5,696	\$ 880	\$ 7,976	\$ -	
TOTAL OPTIONAL TASKS FEE: \$ 7,976.00										

Manhard Consulting, Ltd. proposes an optional \$500.00 "not-to-exceed" per meeting cost for scheduling, attending and documenting (prepare minutes) additional meetings beyond those listed in the base scope of services.



Civil Engineering
Surveying
Water Resources Management
Water & Wastewater Engineering
Supply Chain Logistics
Construction Management
Environmental Sciences
Landscape Architecture
Land Planning

March 11, 2015

Ms. Lana Rudnik
Contract Assistant
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

**REQUEST FOR QUALIFICATIONS & PROPOSALS: VOW Project # 15.3900.01
WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY**

Dear Ms. Rudnik,

Manhard Consulting, Ltd., (Manhard) appreciates the opportunity to respond to your Request for Qualifications & Proposals to provide Professional Engineering Services to the Village of Wheeling for the Wolf Court Diversionary Channel Crossing and Roadway. We have enclosed three (3) signed original copies and one digital copy of the proposal as required.

Manhard is a 220-person full-service nationwide engineering and surveying firm incorporated in Illinois with offices in Vernon Hills and Lombard, Colorado, Nevada, California, and North Dakota. We provide civil engineering services to public and private clients, including highway design, water resources, land surveying, land development, landscape architecture, environmental studies, construction management, and municipal engineering. In addition, Manhard serves as the Village Engineer and Planner for multiple communities in northeastern Illinois.

Our technical expertise positions us well to successfully complete this project, which we will demonstrate in the body of the proposal. Our Vernon Hills office, which is only 4.6 miles from the project site, provides close proximity to the Village of Wheeling, allowing us to easily and quickly respond to any Village concerns.

Our project experience includes all aspects of channel crossing improvements with related roadway improvements from planning and design through construction and project closeout. We have successfully designed and managed channel crossing projects for other municipalities and private developers, and we understand the requirements and nuances of this type of project. Manhard is prequalified by the Illinois Department of Transportation (IDOT) to perform roadway and drainage design. The key members of our design team each have nearly 20 years of experience, have completed many similar projects, and are well acquainted with design standards and policies.

We at Manhard believe that our professional skills, coupled with our core values, provide the Village with the best possible path to complete this project. We appreciate the opportunity to provide this proposal and look forward to working with the Village of Wheeling.

Yours truly,
MANHARD CONSULTING, LTD.

A handwritten signature in blue ink, appearing to read 'Jim Frayn', is written over the typed name.

Jim Frayn, PE
Vice President

Manhard Consulting

900 Woodlands Parkway • Vernon Hills, Illinois 60061

tel: [847] 634-5550 • fax: [847] 634-0095 • www.manhard.com

ARIZONA • CALIFORNIA • COLORADO • ILLINOIS • INDIANA • NEVADA

TAB 1 – GENERAL INFORMATION

Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, IL 60061



Main: 847.634.5550 Fax: 847.634.0095
www.manhard.com



TAB 2 – GENERAL BACKGROUND



Manhard Consulting, Ltd. (Manhard) is a full-service consulting civil engineering and surveying firm offering Comprehensive professional services. Our client base is in both the public and private sectors and our current workload is approximately 70% government-based. We are able to offer the professional planning, design and construction services to provide the Village of Wheeling with a completed crossing of the Wolf Court Diversionary Channel and all street improvements east of the channel (west of the channel the street improvements will terminate at the limits of the right-of-way). Our completed projects range from channel crossings that have included the design and construction of pipe culverts, large box culverts and pre-cast bridge systems. Each of our key professionals brings more than 20 years of experience to Manhard.

Our staff consists of more than 100 technical professionals licensed in Illinois, including Professional Engineers, Professional Land Surveyors, Landscape Architects, Certified Planners, and LEED professionals.

Established in 1972, Manhard has been solving tough engineering challenges for nearly 40 years. *Engineering News Record* has named Manhard as one of the “Top 500” firms in the nation for six consecutive years. The majority of our work is repeat business, attesting to the quality of our services and the level of customer satisfaction.

EMPLOYEES: 220

CLIENTS: OVER 6,000

CLIENT CONTACTS:

Peter E. Manhard, PE, Executive Vice President

Direct: (847) 325-7222

Mobile: (847) 343-1222

Email: pmanhard@manhard.com

Chris R. Gheysen, PE, Senior Project Manager

Direct: (847) 325-7319

Mobile: (847) 975-2510

Email: cgheysen@manhard.com

NATIONAL LOCATIONS

Vernon Hills, Illinois –
Corporate Headquarters

- ◆ Chicago, Illinois
- ◆ Lombard, Illinois
- ◆ Eureka, California
- ◆ Centennial, Colorado
- ◆ Carson City, Nevada
- ◆ Reno, Nevada
- ◆ Westminster, Colorado
- ◆ Dickinson, North Dakota
- ◆ Scottsdale, Arizona

ALL OFFICES OFFER

- ◆ Civil Engineering
- ◆ Municipal Engineering
- ◆ Transportation Design
- ◆ Water Resources Engineer
- ◆ Water/Wastewater Engineering
- ◆ Environmental Services
- ◆ Land Planning
- ◆ Surveying
- ◆ Construction Management

CIVIL ENGINEERING

- ◆ Project Analysis
- ◆ Financial & Feasibility Studies
- ◆ Traffic Studies
- ◆ Studies of Options
- ◆ Roadway & Highway Design
- ◆ Parking Areas & Sidewalks



COMPLETE LIST OF SERVICES PROVIDED

TRANSPORTATION & CIVIL ENGINEERING

Project Investigations and Reports
Cost Analyses
Earthwork and Site Grading
Drainage and Flood Control
Roadways, Highways, Parking Areas, Sidewalks
Parking Areas and Sidewalks
Sewage Collection and Treatment
Water Supply, Storage and Distribution
Stormwater Detention and Collection
Small Dams and Bridges
Roadway and Parking Lot Lighting
Erosion Control
Traffic Studies and Signal Design
Railway Design

MUNICIPAL ENGINEERING

Ordinance Development
Conceptual Plan Review
Subdivision Design Review
Resident Engineering Services
NPDES Phase II Compliance
Construction Management/Administration
Wetland Mitigation Compliance Review
Construction Observation

WATER RESOURCES ENGINEERING

Watershed Drainage
Stormwater Master Planning
Funding and Utilities
Water Quality Modeling
GIS Services
Stormwater Infrastructure Design
Ecological & Wetland Services
FEMA Flood Insurance Studies
TMDL Implementation
Watershed Management Planning
BMP Location, Design & Implementation
NPDES Phase I & Phase II
Stormwater Inventory & Mapping
Stream & Wetland Restoration
Site Design, Drainage, & Plan Reviews
Erosion & Sediment Control Plans
Stormwater Pollution Prevention Plans
Watershed Assessment & Characterization
Dam Breach Modeling & Breach Zone Mapping

GRANT FUNDING ASSISTANCE

FEMA Mitigation Grants
Flood Mitigation Assistance (FMA)
Pre-Disaster Mitigation (PDM)
Repetitive Flood Claim (RFC)
Severe Repetitive Loss (SRL)
Hazard Mitigation Grant Program
FEMA Benefits Cost Assessment
E-Grant Preparation
Grant Writing & Reporting
Grant Tracking / Administration

WETLAND & ECOLOGICAL

Wetland Delineations
Wetland Rapid Assessment (WRAP)
Uniform Wetland Mitigation Assessment (UWMA)
Wetland & Deepwater Habitat Classifications
Stream Evaluation (Rosgen Method)
USACE Nationwide Permitting
USACE Individual Permitting
Environmental Resource Permitting
Stream Buffer Variances
Wetland Creation, Enhancement, & Restoration
Stream Restoration
Mitigation Plans & Monitoring
Threatened & Endangered Species
Biological Evaluation
Biological Assessment
Flora & Fauna Surveys
Aquatic & Terrestrial Habitat/Assessments
Habitat Management & Restoration
NEPA Documentation
Environmental Impact Assessment
Environmental Impact Statements

LANDSCAPE ARCHITECTURE

Landscape Plans
Entry Monumentation Plans
Entrance Feature Designs
Detailed Grading Design and Enhancement
Land Planning
Landscape Costing
Park Designs
Athletic Field Designs

LAND PLANNING

Municipal Planning and Zoning Strategies
Property Annexation
Utilities Planning and Mapping
Density Analysis
Highest and Best Use Analysis
Entitlements
Litigation Support

SURVEYING

Boundary and ALTA Surveys
Wetland Location Surveys
Subdivision Plats
Easement Preparation
Topographical Survey

WATER & WASTEWATER ENGINEERING

Facility Planning
Water & Wastewater Design Services
Regulatory Agency Assistance
Special Projects



MANHARD CONSULTING, LTD. IS PREQUALIFIED BY IDOT IN THE FOLLOWING CATEGORIES:

- Plans, Specifications & Estimates for Freeways
- Plans, Specifications & Estimates for Roads and Streets
- Plans, Specifications & Estimates for Traffic Signals
- Location Drainage Studies
- Traffic Studies
- Hydraulic Reports – Pump Stations
- Hydraulic Reports for Waterways - Typical
- Hydraulic Reports for Waterways - Complex
- Location Design Studies for Rehabilitation
- Location Design Studies for Reconstruct./Major Rehabilitation
- Route Surveys
- Land Surveys
- Sanitary Engineering
- Landscape Architecture
- Safety Studies

Our IDOT prequalification letter is included in Tab 8 as required by the solicitation.





Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 6, 2014

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Tim Murphy
MANHARD CONSULTING, LTD.
900 Woodlands Parkway
Vernon Hills, IL 60061

Dear Tim Murphy,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2013. Your firm's total annual transportation fee capacity will be \$32,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 123.00% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2014. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
John Baranzelli
Acting Bureau Chief
Bureau of Design & Environment

SEFC PREQUALIFICATIONS FOR MANHARD CONSULTING, LTD.

CATEGORY	STATUS
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Sanitary	X
Hydraulic Reports - Waterways: Typical	X
Highways - Freeways	X
Special Studies - Traffic Signals	X
Hydraulic Reports - Pump Stations	X
Special Studies - Traffic Studies	X
Location Design Studies - Rehabilitation	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Location Drainage	X
Special Services - Construction Inspection	A
Special Services - Landscape Architecture	X
Special Studies - Safety	X
Highways - Roads and Streets	X
Special Services - Surveying	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

TAB 3 – FIRM EXPERIENCE

CenterPoint Intermodal Center-Joliet

Joliet, Illinois

The CenterPoint Intermodal facility encompassed a total centralized land area of 4,000+ acres in Joliet, IL requiring several road and rail transportation access routes. To address the needs of the facility the project established private road and rail lines requiring the placement of 6 new and 3 improved creek crossings over Cedar Creek and the headwaters of Jackson Creek in Will County, IL. The work included the completion of a watershed-wide flood study for Cedar Creek and establishment of a Base Flood Elevation (BFE) for all waterways crossed. **The project won a Special Achievement award from ACEC in 2011.**

Highlights of the project include:

- Improved culvert hydraulics for all existing roadway crossings
- Minimal impact on new crossings based on extensive hydraulic analysis
- Extensive green infrastructure and buffer establishment beyond the requirements of USACE, USFWS, and South Side Comp Plan
- Nativization and improvement of upstream and downstream creek corridors
- Permitting and approval through Illinois Department of Natural Resources - Office of Water Resources (OWR)
- Permitting and approval through US Army Corps of Engineers (USACE), Chicago Office
- Approval from US Fish & Wildlife Service on Best Management Practice (BMPs) on high quality downstream aquatic resources
- Permitting and approval from local authorities

Lauderdale Lakes Outfall Modification

Walworth County, Wisconsin

The dual elliptical box culvert design of the Lauderdale Lakes outfall structure was documented as a source of backwater flooding and nuisance maintenance problem for the Lauderdale Lakes Lake Management District (LLMD) in Elkhorn, WI. Manhard reviewed, analyzed, coordinated, and permitted the complete removal and replacement of a hydraulically improved crossing, performing a SWMM headwater model to reduce lake drawdown time of the 4,300+ acre lake. The project included the analysis and development of construction plans to remove and replace with a more maintainable dual box culvert structure to improve access and hydraulics. **The project was the first approved dam replacement project in the State of Wisconsin after the breach of Lake Delton.**



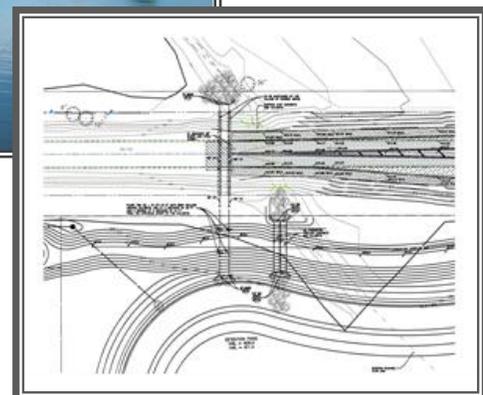
Highlights of the project include:

- Habitat disturbance minimization measures as required by Wisconsin Department of Natural Resources (WDNR)
- Permitting and approval through WDNR Departments of water quality and dam safety
- Permitting and approval through Walworth County
- Completion of hydraulic and study and breach analysis of downstream dam structure
- Development of roadway crossing and box culvert installation plans for Sterlingworth Drive
- Construction oversight, cost estimates, and bidding assistance

IL 72 Culvert Replacement

Pingree Grove, Illinois

The Stormwater Management Design for the Cambridge Lakes development in Pingree Grove, Illinois required a major alteration to the existing conveyance of stormwater runoff under IL Route 72. In the pre-development condition, runoff from 3.1 square miles of tributary drainage was conveyed through twin 3' x 5' concrete box culverts. The construction of the stormwater management lakes for the development required an outlet under IL 72 at a lower elevation than the existing box culverts could provide. The solution was the construction of twin 36-in RCP culverts under the state highway adjacent to the box culverts and the dredging of an existing drainage ditch to achieve the appropriate elevations. Construction permitting for the new culverts was obtained from the Illinois Department of Transportation, the Illinois Department of Natural Resources, the United States Army Corps of Engineers, the County of Kane, and the Village of Pingree Grove.



TAB 4 – BASE SCOPE OF SERVICES

PROJECT UNDERSTANDING

The Village of Wheeling desires to provide a public roadway access to the Park District owned vacant parcel west of Wolf Court and south of Lake Cook Road; however, to do so, the access must cross the William Rogers Memorial Diversionary Channel. It is the purpose of this proposal to complete the necessary planning, design and construction services to provide the most cost-effective channel crossing solution and roadway improvements for the Village.

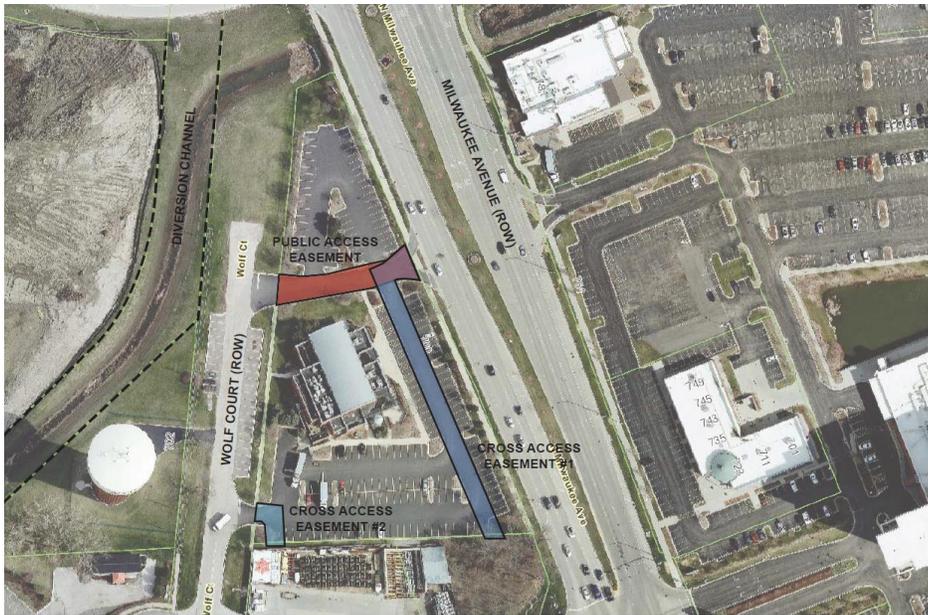


EXHIBIT - RIGHT OF WAY AND ACCESS IN PROXIMITY TO POTENTIAL CHANNEL CROSSING

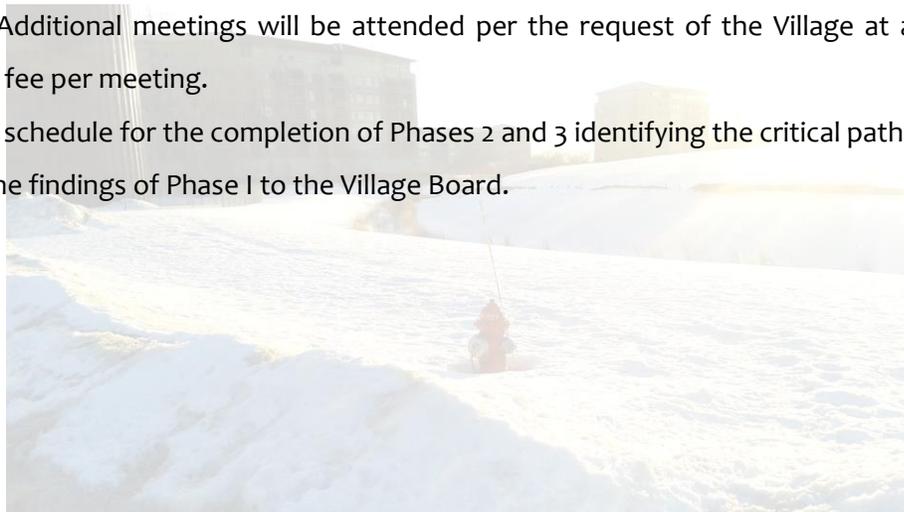
It will be the responsibility of the Manhard project team to prepare three preliminary plans of channel crossing alternatives and assist the Village with determining the correct alternative to best meet the Village's budgetary constraints. Upon the approval of the chosen alternative, Manhard professionals will prepare the engineering improvement plans and complete project specifications and bidding documents for the crossing and associated roadway improvements. The appropriate permits will also be prepared by the Manhard team and submitted to the pertinent regulating agencies so the necessary construction permits will be procured prior to construction. A pre-construction conference will be administered by the Manhard construction manager and observation of the work and the contractor's operations for compliance with the plans and specifications will be provided.



PROJECT APPROACH

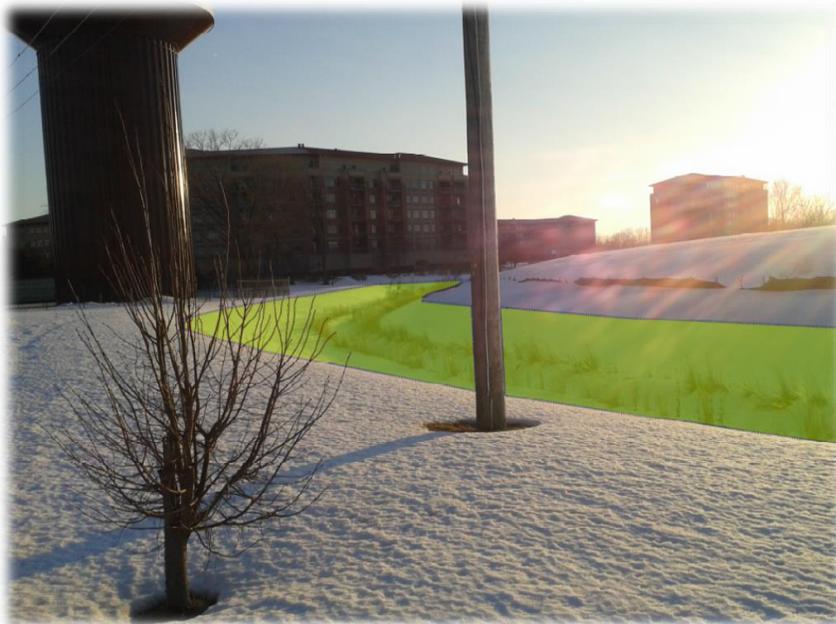
Phase I

1. Prepare a topographic survey of the development area. This will include cross sections of the channel sufficient to prepare an amended hydraulic model of the proposed channel crossing.
2. Identify the regulatory agencies that will be involved in the permitting of the project.
3. Prepare a wetland delineation of the development area. The limits of the wetlands as flagged in the field will be surveyed and included on the completed topographic survey.
4. Prepare a preliminary plan identifying the alignment (horizontally and vertically) of the channel crossing and appurtenant street improvements. The plan will be presented to the Village for approval.
5. Evaluate the limits of existing easements and right-of-way to determine if the crossing can be completed within the current limits.
6. Undertake soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvements.
7. Evaluate three (3) types of the channel crossings and summarize alternatives and recommendations in a Project Development Report.
8. Research if grant matching funding is available for the proposed improvements.
9. Prepare an Engineer's Estimate of Probable Cost for each of the three (3) channel crossing alternatives with appurtenant roadway improvements.
10. Attend two (2) meetings at the Village Hall to discuss the project as part of the base scope of services. Additional meetings will be attended per the request of the Village at a negotiated and approved fee per meeting.
11. Prepare a schedule for the completion of Phases 2 and 3 identifying the critical path to completion.
12. Present the findings of Phase I to the Village Board.



Phase II

1. Perform drainage, floodplain and wetland impact studies as applicable.
2. Develop final engineering improvement plans, project specifications and bid documents.
3. Prepare the project Storm Water Pollution Prevention Plan.
4. Administer a Bidder's mandatory pre-bid meeting at the Village Hall.
5. Prepare and submit applicable permits (e.g. IDNR-OWR, Army Corps, etc.).
6. Prepare and submit grant funding application(s), if applicable, on behalf of the Village.
7. Prepare a final Engineer's Estimate of Probable Cost based on the final approved engineering improvement plans.



Phase III

1. Administer the pre-construction meeting.
2. Perform construction observation of the work and the contractor's operations for compliance with the plans and specifications.
3. Maintain records of field changes made during construction for incorporation into the final set of record drawings.
4. Complete a topographic survey of the completed improvements and prepare record drawings.
5. Close out permits, as applicable, with the permit-issuing regulatory agencies.



TAB 5 – PROJECT SCHEDULE

PHASE I

Work tasks for Phase I will be completed within 60 days of receiving the Notice to Proceed from the Village of Wheeling.

PHASE II

Work for Phase II will commence immediately following the authorization from the Village of Wheeling. The time to complete Phase II will rely heavily on how long the permit reviews take by the regulating agencies. Typical review times for permit submittals are 30 to 90 days.

50% Submittal – 45 days following Notice to Proceed

90% Submittal – 3 weeks following Village of Wheeling comments

100% Submittal – 2 weeks following regulatory agency comments

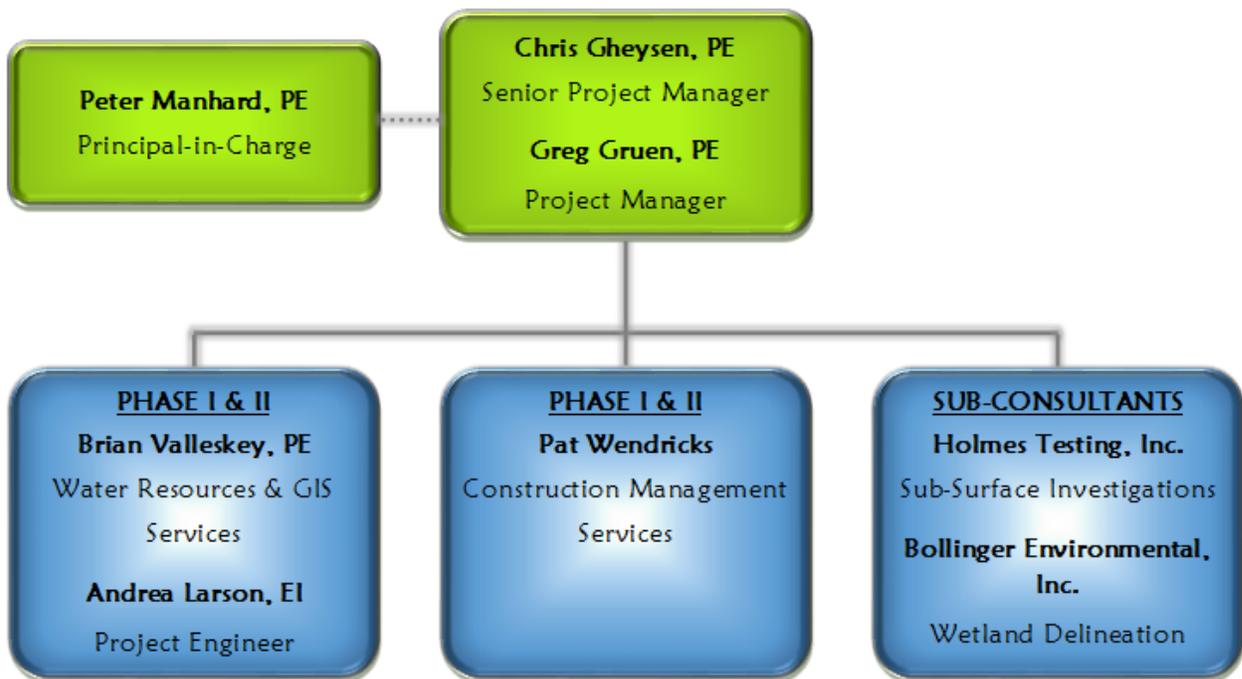
It is estimated that this phase will be completed within 120 days.

PHASE III

Work for Phase III will commence immediately following the authorization from the Village of Wheeling to begin the work for Phase III. It is anticipated that the construction of the proposed improvements should not take longer than 60 working days to complete.



TAB 6 – ORGANIZATIONAL CHART



TEAM BIOGRAPHICAL SUMMARIES

Below we present brief biographical summaries of our team members. Resumes of the proposed Project Managers with their project experience are provided on the following pages. **All assigned Manhard staff work from the Vernon Hills office location. All assigned personnel will be available for the duration of the project except where prevented by circumstances beyond our control.**



Peter Manhard, PE

Project Role: Principal-in-Charge

Location: Vernon Hills, Illinois

Peter Manhard has over 34 years of experience in the engineering field. He serves as Executive Vice President and Project Manager responsible for project development, client relations, total quality management, and supervision of project engineers and support staff. The primary responsibilities of his position include preliminary and final design, highway design, site grading and earthwork analysis, construction project management, water main design, budget preparation/cost estimates, FEMA re-mapping requests, storm sewer design, sanitary sewer and lift station design, stormwater detention and flood routing, contract bidding, parking lot design, feasibility studies, and conceptual layout.

Mr. Manhard is active in the Lake County community and is currently a member of both the Lake & McHenry County SMC Technical Advisory Committees and provides delegates to participate in the development of the WDO amendments.

Chris Gheysen, PE

Project Role: Senior Project Manager

Location: Vernon Hills, Illinois

Mr. Gheysen has more than 21 years of experience helping communities improve infrastructure and public services as both a developer and municipal engineer. As his experience expanded, Mr. Gheysen progressively assumed more direct leadership roles, managing and mentoring large and diverse groups of associates. His current role encompasses project development, client relations, total quality management, and supervision of project management and support staff. He represents the Village of Round Lake Beach as the Village Engineer and is a certified Lake County SMC Stormwater Enforcement Officer.

Greg Gruen, PE

Project Role: Project Manager

Location: Vernon Hills, Illinois

Mr. Gruen has more than 20 years of experience in the Civil Engineering field. He serves as a Municipal Engineering Project Manager responsible for preparing construction drawings, bidding assistance, contract documents and specifications as well as permit applications for municipal improvement projects. Mr. Gruen represents the Village of Hainesville as the Village Engineer and is a certified Lake County SMC Stormwater Enforcement Officer.



Brian Valleskey, CFM

Project Role: Water Resources Specialist/GIS Specialist

Location: Vernon Hills, Illinois

Mr. Brian Valleskey has more than 10 years of experience as a water resources specialist. His knowledge and proficiencies includes stormwater design and analysis, hydrologic & hydraulic studies, dam breach studies, water quality analysis for BMP effectiveness, watershed planning and GIS implementation. Brian has also worked on numerous stream, wetland, and lake management projects involving restoration, enhancement, preservation, and stabilization. Mr. Valleskey is a voting member of the Lake County Stormwater Management Commission Technical Advisory Committee.

Andrea Larson, EI

Project Role: Municipal Project Engineer

Location: Vernon Hills, Illinois

Mrs. Larson has over 10 years of experience in the civil engineering field. She has served in a variety of functions from municipal inspector to contractor construction manager to designer and value engineering consultant. Her experience working in both the field and office gives her a broad understanding of public projects ranging in size from \$25,000 to over \$440 million. She supports the project managers with preparations of detailed design and specifications, project documentation, grant funding applications, and field review and coordination. Mrs. Larson is also expecting the issuance of her Professional Engineering licensure eminently through the State of Illinois.

Patrick Wendricks

Project Role: Construction Management Services

Location: Vernon Hills, Illinois

Mr. Wendricks has more than 30 years of experience in construction management. His responsibilities include supervision of mass grading; sanitary and storm sewer, water main, roadway installation, construction staking and topographic surveys; pavement rehabilitation and restoration projects including M.F.T. projects. He is also responsible for the supervision of all construction inspection; record drawings; and some civil engineering design plan review for installation. Mr. Wendricks is also responsible for inspection of sanitary sewer, storm sewer, water main and roadway construction pavement, installation and rehabilitation, and is responsible for all contractor coordination, pay estimates, and performance documentation. He also performs civil engineering design, construction layout, and surveying for municipal, residential, commercial, and industrial projects.





Civil Engineering
 Surveying
 Water Resources Management
 Water & Wastewater Engineering
 Supply Chain Logistics
 Construction Management
 Environmental Sciences
 Landscape Architecture
 Land Planning

**SCHEDULE OF TIME
 AND MATERIAL RATES FOR 2015**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$195.00
Executive Vice President	\$195.00
Vice President	\$185.00
Area Manager	\$175.00
Senior Project Manager II	\$175.00
Senior Project Manager I	\$160.00
Director	\$150.00
Senior Planner II	\$150.00
Manager of Community Development	\$140.00
Survey Manager	\$135.00
Project Manager	\$135.00
Senior Construction Manager	\$125.00
Senior Planner I	\$125.00
Project Engineer	\$115.00
Construction Manager/Coordinator	\$110.00
Project Surveyor	\$110.00
Senior Design Technician	\$110.00
Staff Engineer	\$95.00
Staff Surveyor	\$95.00
Design Technician II	\$95.00
Engineering CADD/G.I.S. Technician	\$90.00
Land Planner/Environmental Planner	\$90.00
Survey/Construction Technician	\$90.00
Design Technician I	\$85.00
Landscape Designer/Architect	\$80.00
Administrative Assistant	\$60.00
Intern	\$50.00
CADD Work Station	\$42.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Expert Testimony & Depositions	\$250.00
	<u>CURRENT SF RATE</u>
Printing – Paper	\$0.15
Printing – Vellum	\$1.75
Printing – Mylar, Film, Clear Acetate	\$2.50

Sub-Consultants:



HOLMES

QUALIFICATION STATEMENT

Company Overview

Since 1936, The Holmes Testing Team has been involved in providing the highest quality testing and inspection services in the Midwest region. A full service consulting engineering company providing geotechnical, field, engineering and laboratory testing services.

Qualifications/Certifications

Holmes Testing Inc. is certified and accredited by AASHTO, IDOT and the Army Corps of Engineers. We are annually and periodically inspected by IDOT and NIST(CCRL/AMRL).

Holmes Testing meets and conforms to ASTM E-329, relative to staffing and training of our personnel. We have qualified personnel in all areas in which we perform testing and inspection services. A project coordinator is also assigned to all projects to assure prompt scheduling, delivery of reports and tracking against budget. Our drillers and technicians are represented by the International Union of Operating Engineers Local 150.

- ACI Levels 1 & 2
- IDOT QC/QA Bituminous PCC Levels 1, 2, 3 & Super-pave approved
- IDOT Concrete Levels 1, 2 & 3
- ICC Reinforced Concrete Specialists
- Qualified & Certified Welding Inspectors (AWS QC1-96)
- D1.1 structural welding code
- National Concrete Masonry Association approved technicians
- ISTHA
- FAA
- Certified Dipstick® Floor Profilers

Laboratory

Our laboratories are equipped with state of the art equipment for testing, including ultrasound testing of steel and gyratory compactor for Superpave bituminous mix design and testing. We have a Fomey Compression machine capable of applying one million pounds of force. All equipment is calibrated in accordance with ASTM standards. Upon request, we can provide an on-site portable construction material testing laboratory "Lab In A Box"

The Cement and Concrete Reference Laboratory/Aggregate Materials Reference Laboratory (NIST-CCRL/AMRL) has completed their 30th tour of our laboratory. We are AASHTO Certified for testing of Aggregates, Portland Cement Concrete, Soil, and Hot Mix Asphalt. Our laboratory is also IDOT QA/QC approved. We are accredited with the Army Corps of Engineers. Copies of recent IDOT, AASHTO and the Corps of Engineers accreditations are included.

Field

Our field technicians are equipped with Tablet PCs that utilize Field2Base software, wireless communications and digital photography providing an overall mobile workforce solution. The Tablet PC allows a technician to instantly transmit site issues for an engineers review and transmission of real-time field results to our clients. CAD files, photographs and reports can be uploaded into the Tablet PC for technician review. These documents can then be annotated in the field and forwarded for review.

- Concrete Inspections
 - Air, Slump, Temperature, Preparation of Concrete Cylinders, Form Work, Reinforcing Steel, Floor Flatness and Levelness
- Nuclear Density Testing of Soils & Asphalt
- Dynamic Compaction
- Vibration Monitoring
- Core Drilling of Concrete & Asphalt
- Masonry Inspections
- Steel Inspections
- Soil Bearing Inspections
- Caisson Inspections

Drilling

Holmes Testing Inc. owns and operates its own drill rigs. Our sub-surface investigations range from single family residences to municipalities to high-rise structures. We can perform:

- Preconstruction Borings
- Pressure Meter Testing
- Vane Shear Testing
- Rock Coring
- Installation of Monitoring Wells
- Contract Drilling
- Civil Drilling
- Phase II Environmental Drilling
- Foundation Recommendations
- Aggregate Exploration





HOLMES

QUALIFICATION STATEMENT

Engineering

Holmes has Professional Engineers on staff with B.S. in Civil Engineering / Applied Geology and M.S. in Geotechnical Engineering. Our Engineers are licensed in the States of Illinois, Wisconsin, Montana, and Texas. Resume and licenses of our head of engineering are included.

- Douglas C. Diefenthal, P.E., Director of Engineering, Wheeling, IL. Doug directs our Geotechnical division. Doug has practiced consulting engineering since 1971. He has worked on numerous projects in the City of Chicago including Northwestern Memorial Hospital, the Adler Planetarium, as City of Chicago's supervising consultant to Airport Owners Representatives on QA work at both O'Hare and Midway airports. His experience includes laboratory testing, ownership and operation of a geotechnical and environmental consulting firm, construction materials testing, geotechnical report writing for high rise buildings, environmental report writing, commercial and residential housing, design and supervision of embankment dam design, construction management of commercial buildings and embankment construction.

We assign experienced and certified drillers and technicians to our projects. Our staff works under the direction of a Registered Professional Engineer so that we comply with ASTM E-329, D-3740 and C-1077. We perform:

- Phase II Sampling
- Pressuremeter Testing
- Structure Analysis
- Load Tests
- Geotechnical Exploration for High Rises, Commercial and Residential Developments
- Slope Stability Analysis
- CCDD (Clean Construction Demolition Debris) Testing

Affiliations

Holmes Testing is an active member of:

- ACI International
- ASTM International
- National Concrete Masonry Association (NCMA)
- American Engineering Geologists (AEG)
- American Society of Civil Engineers (ASCE)
- American Licensed Architects (ALA)
- Lake County Contractors Association (LCCA)
- American Subcontractors Association (ASA)
- Illinois Society of Professional Engineers (ISPE)
- National Association of Women in Construction (NAWIC)
- The American Institute of Architects (AIA)
- Mason Contractors Association of Greater Chicago (MCAGC)
- American Society of Professional Estimators (ASPE)

Contact Information:

Please contact our sales staff for more information:

SCOTT R. NELSON
HOLMES TESTING, INC.
170 Shepard Avenue
Wheeling Illinois 60090
847.541.4040
Fax 847.537.9098
Cell 847.418.1456
snelson@hholmestesting.com



**BOLLINGER ENVIRONMENTAL, INC.
COMPANY PROFILE**



**Bollinger Environmental, Inc.
810 Warren Avenue
Downers Grove, IL 60515**

Phone: 630-968-1960
Email: pbollinger@bollingerenvironmental.com
Website: <http://bollingerenvironmental.com/>



Our mission is to provide ecological solutions for all types of land improvement projects for a sustainable future. We provide consulting services to clients related to, but not limited to, environmental solutions.

BOLLINGER ENVIRONMENTAL, INC. COMPANY SUMMARY

Bollinger Environmental, Inc. is a company which provides professional environmental consulting services. Currently, these services include:

- Wetland delineations,
- Federal, Nationwide, Regional, and Individual Wetland Permitting (section 404 of the Clean Water Act)
- State Water Quality Certification (section 401 of the Clean Water Act)
- Local wetland permitting (for example DuPage, McHenry, Kane and Lake Counties)
- Environmental review for compliance for government agencies
- Tree surveys that comply with local ordinances
- Vegetative monitoring for federal to local compliance
- Wetland and natural area mitigation design
- Natural area management and restoration plans and specifications
- Flora mapping with written reports
- Endangered and threatened species searches
- Erosion control inspections and recommendations
- Best management practices (BMP) design and recommendations
- NPDES / Designated Erosion Control Inspector
- Public hearings on environmental issues
- Environmental education



BOLLINGER ENVIRONMENTAL, INC. SERVICE PRODUCTS DESCRIPTION

The President, Paul Bollinger, has over 13 years of environmental consulting experience. This experience has led to a diversity of environmental situations and projects. Please see attached resume for Paul Bollinger.

Bollinger Environmental, Inc. can provide the following consulting services:

- **Wetland delineations**

Any land development project usually requires a wetland delineation. We can perform wetland delineations of project sites to determine the limits of wetlands present using methodology outlined in the 1987 Corps of Engineers Wetland Delineation Manual. The results of the field investigation are summarized in a letter report suitable for permitting by the U.S. Army Corps of Engineers (USACE).

- **Federal, Nationwide, Regional, and Individual Wetland Permitting (section 404 of the Clean Water Act)**

USACE jurisdictional wetlands require a federal nationwide, regional, or an individual permit to impact. The necessary documentation and exhibits can be put together suitable for permitting purposes.

- **State Water Quality Certification (section 401 of the Clean Water Act)**

The IEPA issues water quality certification for projects not covered under section 404 of the Clean Water Act. On complex projects water quality certification is necessary along with a federal permit. The necessary documentation and exhibits can be put together suitable for permitting purposes.

- **Local wetland permitting (for example DuPage, McHenry, Kane and Lake Counties)**

Some Chicago region counties have adopted local ordinances to regulate wetlands and natural areas. These ordinances are usually more stringent towards development than federal or state regulations. We have proven success getting the most complex projects approved.

- **Environmental review for compliance for government agencies**

Consulting services as an environmental reviewer include assisting Villages, Counties, etc. in reviewing plans and site visits on land improvement projects as they relate to local ordinances. Recommendations are usually given on compliance.



- **Tree surveys that comply with local ordinances**

Local ordinances and/or agencies (IDOT) have their own criteria for conducting trees surveys for land improvement projects. Most of the time trees are tagged, sized, identified and evaluated for condition and form.

- **Vegetative monitoring for federal to local compliance**

Vegetative monitoring for federal to local compliance is usually a requirement when a permit for a project is issued that allows a wetland mitigation area or natural area enhancement in-lieu of impacts. The permit outlines specifics on how monitoring should be conducted. Monitoring visits are conducted and reports written on the status of permitted natural areas.

- **Wetland and natural area mitigation design**

Wetland and natural area mitigation designs are sometimes a requirement for a land improvement project approval. These designs are coordinated with an engineer as hydrology is a key factor. Our designs incorporated sound ecological knowledge for success.

- **Natural area management and restoration plans and specifications**

Plans and specifications need to be drawn-up for created wetland mitigation and natural areas. This provides a road map on how the created and/or enhanced areas should be managed in the short and long-term.

- **Flora mapping with written reports**

Plant community mapping and quality assessment are useful for conservation funding purposes. Tasks include delineating, describing and assigning quality ratings for all plant communities utilizing the Illinois Natural Areas Inventory grading system. Communities are mapped on a current aerial and a report is written.

- **Endangered and threatened species searches**

Endangered and threatened (E & T) species searches can be a requirement of a permit or in a request for proposal from an agency. The E & T species search can be as simple as an ECOCAT submittal to the IDNR or as complex as a site with a written report on size and vitality.



- **Erosion control inspections and recommendations**

Most erosion problems within waterways are a direct result of land improvement projects. Federal, state and local regulations require erosion control inspection on these projects so they can comply. Failure to comply could result in a violation notice and/or a work stoppage. Therefore, inspections to correct deficiencies in land improvement projects help keep waterways clean and projects moving.

- **Best management practices (BMP) design and recommendations**

BMPs' are incorporated into a project on a case-by-case basis. Identifying potential problem areas ahead of time and selecting the correct BMP improves permitting situations and actual land construction activities as they relate to water quality. Many BMPs' can be incorporated into a design or should be looked for when reviewing a project.

- **NPDES / Designated Erosion Control Inspector**

Designated Erosion Control Inspector (DECI): A person responsible for, at a minimum, verifying compliance and on-going maintenance of the approved soil erosion and sediment control plan measures of a development. Under IEPA, NPDES Phase II permits, many developments are required to meet standards for SE/SC and water quality and reporting.

- **Public hearings on environmental issues**

A presentation maybe required at a public hearing as a requirement on a land improvement project to prove that it complies with environmental regulations. Presentations can occur on large or small scales depending on the project.

- **Environmental education**

We provide environmental education to public and/or private entities on environmental issues and plant identification.



TAB 7 – OPTIONAL TASKS BEYOND THE BASE SCOPE

Manhard Consulting, Ltd. proposes optional tasks to include construction staking and review of contractor pay requests. Construction staking services will include field marking of proposed improvements with appropriate offsets stakes to assist the contractor in constructing the proposed improvements in conformance with the plans. As part of the construction observation services, Manhard will review pay requests submitted by the contractor for work completed and provide the Village with appropriate recommendations concerning the payment of the requests.



TAB 8 – VILLAGE FORMS





COMMUNITY DEVELOPMENT DEPARTMENT
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
(847) 459-2620

**REQUEST FOR QUALIFICATIONS AND
PROPOSALS:**

VOW Project # 15.3900.01

WOLF COURT DIVERSIONARY CHANNEL
CROSSING AND ROADWAY

PROPOSAL DEADLINE:
March 11, 2015 at 11:00 a.m.

****All pages of this Proposal Document must be submitted
intact for the proposal to be considered valid.****

INTRODUCTION

The Village of Wheeling (the “Village”) invites qualified engineering firms to provide professional engineering services to prepare a complete design for WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY. Each firm submitting a proposal for this work shall be hereinafter referred to as a “Consultant.”

The Village intends to enter into a contract with the chosen Consultant.

PROJECT DESCRIPTION

The Village of Wheeling is seeking an engineering services proposal for the design of a new structure to cross the William Rogers Memorial Diversionary Channel (WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY). The type of construction proposed to cross the channel has not been determined and would be part of the phase 1 approval by the Village. The Village has limited funds and the design alternates developed should be geared towards the most cost-effective solution.

The proposed channel crossing shall consider the Village’s existing right-of-way and any easements that have been or will be secured prior to construction. A map of the area in question has been included with this document for your use. The proposal shall include all 3 phases for the development of the crossing. At the completion of phase 3 the developed area will include a crossing of the channel and all street improvements east of the channel. West of the channel the street improvements will terminate at the limits of the right-of-way.

The design engineer selected for this work shall also be responsible for securing and necessary permits including but not limited to; Army Corps of Engineers and Illinois Department of Natural Resources (IDNR) for work within the channel and the H & H analysis.

PHASE 1

1. Prepare a topographic survey of the development area. This should include cross sections of the channel sufficient to prepare an amended hydraulic model of the proposed channel crossing.
2. Identification of all regulatory agencies that will be involved in the permitting of the project.
3. Prepare a wetland delineation of the development area will need to be completed. The field determined limits (flagged points) of the wetland shall be shown on the topographic survey.
4. A preliminary plan shall be presented to the village for approval identifying the alignment of the channel crossing and all street improvements necessary for the construction of the channel crossing. The evaluation of the alignment shall include both horizontal and vertical alignments.
5. Evaluate the limits of easements and right-of-way to determine if the crossing with street improvements can be completed within the current limits
6. Undertake soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement.
7. The engineer shall evaluate three (3) types of the channel crossings and summarize alternatives and recommendations in a Project Development Report.
8. Research if grant matching funding is available for the proposed improvements.
9. Engineer’s estimate of probable cost shall be prepared for each of the 3 channel crossings with the necessary road improvements.
10. Assume a minimum of 2 meetings at Village Hall to discuss project.
11. Prepare a schedule for the completion of Phases 2 & 3 identifying the critical path to completion.
12. If determined necessary, the engineer may present findings to the Village Board.

PHASE 2

1. Perform the drainage, floodplain and wetland impact studies.
2. Develop final engineering plans, specifications and bid documents.
3. Prepare Storm Water Pollution Prevention Plan.
4. Administer mandatory pre-bid meeting at Village Hall.
5. Prepare and submit all necessary permits (IDNR-OWR, Army Corps, etc.)
6. If grant matching funding is available complete the application process on the Village’s behalf.

7. Updated engineer's estimate of probable cost based on final design plans.

PHASE 3

1. Run pre-construction meeting.
2. Inspection services for the construction of the improvements.
3. Keep records of all field changes for the final set of record drawings.
4. Prepare record drawings for development including as-built topographic survey of the improvements.
5. If necessary provide regulatory agencies as-built documentation that each agency requires.

GUIDELINES AND TIMELINE

WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY must be designed according to applicable Federal, State (Illinois Department of Natural Resources, 17ILL. ADM.CODE CH.I, SEC. 3702), and Village of Wheeling requirements.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

GENERAL RULES - The general rules and conditions that follow apply to all proposals requested and accepted by the Village of Wheeling unless otherwise specified. Consultants or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications as reflected in the proposal documents before submitting proposals. The submitting of a proposal implies that the Consultant is familiar with, and intends to comply with, all conditions unless otherwise noted.

RIGHT TO REJECT PROPOSALS - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Wheeling and the firm selected.

STAFFING AND RATE SCHEDULE - Please include an hourly rate schedule for all levels of personnel in the proposal and the names of all staff assigned to this project as well as a detailed project timeline for 50%, 90% and 100% submittals.

PROPOSAL SUBMITTAL - Three (3) signed original copies and one digital copy of the proposal along with any supporting documentation should be submitted.

PROPOSAL FORMAT - All proposal submittals must be submitted in the order shown below. Information can be provided in multiple sections but must appear in the requested section. The Village of Wheeling will not be responsible for not considering information provided under the incorrect tab.

Tab 1 – General Information

Tab 2 – General Background

Tab 3 – Firm Experience

Tab 4 – Base Scope of Services

Tab 5 – Project Schedule

Tab 6 – Organizational Chart

Tab 7 – Optional Tasks Beyond the Base Scope of Services

INQUIRIES - In order to maintain the impartiality of the RFP process and also in order to allow all potential respondents the opportunity to ask questions, all questions and inquiries must be presented in writing either via e-mail or letter correspondence. No phone inquiries. Written questions may be submitted to the Village until 11:00 a.m. on March 4, 2015.

Written questions should be submitted in the following manner:

By Mail: Attn: Jon Tack, PE
 Village of Wheeling
 2 Community Blvd.,
 Wheeling, IL 60090
 (Must be received by the above-stated deadline)

By Email: jtack@wheelingil.gov

The Village will review the questions and may choose to answer them. The Village may also choose to answer only some of the questions, or may choose to answer none of the questions. If an answer is to be provided, it will be sent to all potential respondents. No question(s) received after 11:00 am on March 4, 2015 will be considered.

SUBMITTING PROPOSALS - When mailing the proposal forms via the U.S. Postal Service or courier service (FedEx, UPS, etc.) or hand delivering the proposal forms, the envelope must be addressed as follows:

ATTN: Lana Rudnik
Contract Assistant
Village of Wheeling
2 Community Blvd.,
Wheeling, IL 60090

All proposals must be delivered to the Community Development Department prior to the proposal opening date and time. Also include the firms Prequalification Letter from IDOT in the proposal. Proposals must be identified as such on the outside of the sealed envelope. Consultant's company name and address are to appear in the upper left corner. Proposal information is to appear in the **lower left** corner and shall be marked:

***“WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY
Attn: Lana Rudnik, Contract Assistant”***

CONTACT WITH VILLAGE – Any attempt to directly contact and influence any Village Board member or Village Planning Commission member associated with this project after receipt of this request for qualifications and proposals, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

RECEIVING OF PROPOSALS - Proposals received prior to the submittal deadline will be securely kept, unopened. The Contract Assistant, whose duty it is to open the proposals, will decide when the specified time has arrived, and no proposal received thereafter will be considered.

LATE PROPOSALS - Proposals arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These proposals will either be refused or returned unopened. It is the consultant's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

PROPOSALS BY FAX - Proposals must be submitted on the original forms provided by the Village, completely intact as issued. Facsimile machine transmitted proposals will not be accepted, nor will the Village transmit proposal documents to prospective consultant by way of a facsimile machine.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the consultant is not relieved from errors in proposal preparation. Erasures in proposal must be explained over authorized company signature.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Contract Assistant prior to the specified submittal deadline. After the opening, a Consultant cannot withdraw his/her proposal for a period of thirty (30) calendar days, or such longer time as stated in the proposal documents. Furthermore, the consultant so agrees to these conditions and terms in submitting a proposal.

CONSIDERATION OF PROPOSAL - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS - Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, the Village shall supply the successful consultant with its tax exemption number.

AWARD OR REJECTION – The Village entering into a contract with the Consultant that submits the proposal determined to be in the best interest of the Village. The Village reserves the right to reject any and all of the proposals.

Companies shall make all investigations necessary to thoroughly inform themselves regarding the service to be furnished in accordance with the proposal. No plea of ignorance by the Consultant of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Consultant to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the consultant.

AUTHORIZATION FOR DOCUMENT RELEASE - The Consultant hereby authorizes the Village to release copies of the documents and exhibits generated as a result of this contract. These documents and exhibits shall become the property of the Village and may be copied/distributed at the Village's discretion without additional written or verbal authorization from the Consultant.

REQUIREMENTS OF PROPOSAL - When necessary, the successful Consultant shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the Village covering all matters and things as set forth in the specifications and proposal; (b) carry insurance acceptable to the Village covering public liability, property damage, automobile liability and worker's compensation.

COMPLIANCE WITH ALL LAWS - The successful Consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - All laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

The Consultant, if required by the Village, shall provide evidence of specific regulatory compliance.

PERMITS AND LICENSES - The successful Consultant shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

CONTRACT ALTERATIONS - No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

NOTICES - All notices required by the contract shall be given in writing.

NON-ASSIGNABILITY - The Consultant shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager. Such assignment shall not relieve the Consultant from his obligations, or change the terms of the contract.

ASSUMPTION OF LIABILITY - The Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any sub-consultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

DEFAULT - The Village may terminate a contract by written notice of default to the Consultant if:

- a. The Consultant fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. Fails to make progress so as to endanger the performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Consultant shall be liable to the Village for any excess costs for similar supplies and services, unless the Consultant provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Consultant.

SPECIAL CONDITIONS - Wherever special conditions are written into the Specifications or Special Provisions sections which are in conflict with conditions stated in these instructions for submitting a proposal, the conditions stated in the Specifications or Special Provisions sections shall take precedence.

PROPOSAL REQUIREMENTS - All proposal submittals must be submitted in the order shown below. Information can be provided in multiple sections but must appear in the requested section. The Village of Wheeling will not be responsible for not considering information provided under the incorrect tab.

- Tab 1. General Information – List the name and address of the firm’s headquarters and branch office(s) that will perform the services described in this RFP.
- Tab 2. General Background – Include the general background of the firm as well as information on the complete services the firm provides. Information should be kept and presented in a concise format.
- Tab 3. Firm Experience – Include 2-3 examples of work completed by the firm which are related to the requests outlined in this RFP. Examples should be limited to ≤ 1 page/example.
- Tab 4. Base Scope of Services – Preparation of the WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY. If necessary, expand upon the items listed in the base scope of services area above to fully explain the firm’s approach to each category. *Costs for each scope item should be listed and totaled in a separate sealed envelope.*
- Tab 5. Project Schedule – Provide a tentative schedule for completion of the WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY.
- Tab 6. Organizational Chart – Provide an organization chart of the proposed team. Each team member’s name shall be contained in a text box that includes their proposed area of responsibility. “Key” personnel shall be highlighted and it should also include any joint or sub-consultants. If necessary, two separate organizational charts may be provided for each phase of the project.
- Tab 7. Optional Tasks Beyond the Base Scope of Services - In addition to the base scope of services included in this request for proposal, issues that, in the Consultant’s opinion, are critical to Village interests should be identified for possible inclusion to the study scope. *An identification and cost for each additional task should be included as a supplement to the base scope and cost, and placed in the separate sealed envelope with the Base Scope of Services costs.*

Also provide an optional “not-to-exceed” per meeting cost for scheduling, attending, and documenting (prepare minutes) additional meetings beyond those listed in the base scope of services. Only provide a cost per meeting in the proposal, though a listing of any meetings that might be anticipated would be beneficial.

INSURANCE REQUIREMENTS

The Village is unable to negotiate the amounts and types of insurance required for this project. If the Consultant cannot obtain the required insurance coverages set forth below, the Village cannot accept the proposal.

The Consultant awarded the contract for the project 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.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the 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. Commerical 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 \$2,000,000
 - ii. Covering the following hazards:
X(Explosion)

C(Collapse)

U(Underground)

- iii. 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. \$4,000,000 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 of 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.

Indemnity

- A. To the fullest extent permitted by Illinois law, Consultant shall indemnify 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 project, 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. The Consultant shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.
- B. The party, as well as all sub-contractors, shall not commence work herein until he/she has obtained the required insurance and has received written approval of such insurance by the Village of Wheeling. The selected party shall furnish, when requested, a certified copy of the policy(ies) to the Village of Wheeling. The policy(ies) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the Village of Wheeling has received written notice from the insurance company(ies). Such notice shall be mailed to the Village of Wheeling in care of the Finance Director, 2 Community Blvd., Wheeling, IL 60090. Each required insurance policy shall contain a waiver of subrogation clause in favor of the Village of Wheeling.
- C. The party and all sub-contractors shall waive subrogation rights against the Village of Wheeling for all losses. Any and all accidents associated with this project shall be applied to the insurance listed above as the primary insurance. There shall be no endorsement or modification of the insurance in order to make the insurance serve as "excess" over other available insurance sources.

MISCELLANEOUS PROPOSAL INFORMATION

- a. The Village of Wheeling reserves the right to accept or reject, either in whole or part, any and all submittals in response to this request, with or without cause, and to waive informalities in any submittals which are in the best interest of the Village of Wheeling.
- b. All material submitted regarding this "Request for Qualifications and Proposals" becomes the property of the Village of Wheeling and will be returned to the submitting Firm(s) at the Village of Wheeling's sole discretion. Responses may be reviewed by any person, including the general public, after the final selection has been made.

The Village of Wheeling reserves the sole right to use any or all ideas presented in reply to this request. Disqualification of a specific Firm does not eliminate this right.

- c. The Village of Wheeling is not liable for any costs incurred by any Firm prior to issuance of a written agreement, contract, and/or purchase order.
- d. The contents of the proposal of the successful Consultant will become part of a contractual obligation if the Village of Wheeling wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a purchase agreement, purchase order, contract, and/or similar legal document may result in cancellation of the award by the Village of Wheeling.
- e. All documents, drawings, and specifications produced in response to the contract resulting from this “Request for Proposal” will become the sole property of the Village of Wheeling upon validated compensation of the Firm for services rendered to date. This will include any original drawings and specifications prepared for this project.
- f. The Village of Wheeling reserves the right to contact any reference and/or client listed in the submitted documents for information which may be helpful to the Village of Wheeling in evaluating the Consultant’s performance on previous assignments and/or projects.
- g. The Village of Wheeling reserves the right to contact any previous professional client(s) regarding any and all members associated with the Consultant which may be helpful to the Village of Wheeling in evaluating the Consultant’s performance on previous assignments and/or projects.
- h. Consultants shall promptly notify the Village of any ambiguity, inconsistency or error that they may discover upon examination of the RFQ&P. Interpretations, corrections, and changes to the RFP will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.
- i. Questions concerning the RFQ&P must be submitted in writing to the Village of Wheeling – Community Development Department within the allotted time period. Questions may be submitted by FAX. A response to these questions will be made by means of an addendum distributed to all Firms, if deemed necessary. Addenda are written instruments issued by the Village prior to the date for receipt of submittals which modify or interpret the RFP by addition, deletion, clarification or correction. Each Firm shall ascertain prior to issuing a submittal that all addenda issued have been received and, by issuing a submittal, such act shall be taken to mean that such Firm has received all addenda and that the Firm is familiar with the terms thereof and understands fully the contents of the addenda.

PROCUREMENT OF PROFESSIONAL SERVICES

Proposal Evaluation and Final Selection

Upon receipt of each Consultant's submission the written proposals will be opened and evaluated in private and submittal information will be kept confidential until such time that a recommendation is made to the Village Board. Based on a proposal evaluation, the Village of Wheeling will negotiate with the selected Consultant to finalize the scope of work as well as all associated service fees, for inclusion in the final contract between the parties.

If the cost estimate of the proposal is shown by review or analysis to be improper, and/or subsequent negotiations are unsuccessful in bringing the proposal within an acceptable range, the Village of Wheeling reserves the right to cease discussions with the primary party and initiate negotiations with another party.

Negotiations Guidelines

The selected primary Consultant shall participate in fee negotiation meetings with the Village of Wheeling. The negotiations will cover the Firm's costs (direct and indirect) and profit or net fee, as may be considered by the Village of Wheeling to be reasonable. The parties will also agree upon the proposed project schedule and any final adjustments in the project requirements at that time.

Standard Agreement

When the associated costs/fees, as well as contract terms have been agreed upon, the parties shall prepare a written contract evidencing the agreement between the parties for the work to be completed. The agreement must be approved by the Village Board.

Compensation and Payment

The Village of Wheeling shall reimburse the selected Consultant as may be necessary to complete the requirements of this assignment as set forth in the agreement between the parties. All requests for payment will be required to provide all supporting documentation in accordance with the contract between the parties before any disbursements will be executed by the Village of Wheeling.

(CERTIFICATION UNDER 720 ILCS 5/33E-11)
PROPOSAL

I, James J. Frayn (name), certify that I am employed as the
Vice President (title) of Manhard Consulting Ltd (company), a candidate for the prime
contract for the work described in the proposal to which this certificate is attached, and 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 or any similar offense of
any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

Manhard Consulting, Ltd.

Firm Name

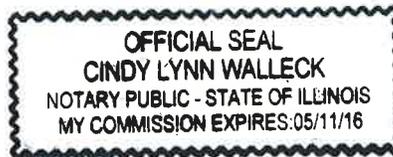
By: James J. Frayn / Vice President

Name/Title


Signature

SUBSCRIBED AND SWORN to before
me this 11th day March, 2015.

Cindy Lynn Walleck
Notary Public



**VILLAGE OF WHEELING
2 COMMUNITY BLVD.
WHEELING, ILLINOIS 60090**

Proposal Submittal Deadline: March 11, 2015 at 11:00 a.m.

INSTRUCTIONS:

Complete all information and fill in the spaces below. Include this completed form in the proposal directly after Tab 7.

PROPOSAL AMOUNT FOR:

WOLF COURT DIVERSIONARY CHANNEL CROSSING AND ROADWAY

ESTIMATED TIME OF COMPLETION

Provide in the space below the firm's estimated time of completion of the work outlined within the submitted proposal.

See Tab 5 _____ NUMBER OF WORKING DAYS After Authorization

LIST ANY AND ALL DEVIATIONS FROM MINIMUM SPECIFICATIONS:

Cannot comply with insurance requirements. Illinois Dept of Insurance specifically prohibits insurance agents from putting language on a certificate of insurance that alters or amends the coverage on a policy. By issuing such a certificate, the insurer, broker or producer is in violation of the Illinois Insurance Code.

I certify that I am acting as an agent for the firm designated below and that the firm will provide to the Village of Wheeling the work and products described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted



Signature of Authorized Representative

James Frayn, P.E., Vice-President

Name of Authorized Representative (Printed or Typed)

Manhard Consulting, Ltd.

Name of Company (Printed or Typed)

900 Woodlands Parkway, Vernon Hills, IL 60061

Address of Company
