

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, AUGUST 1, 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** Special Meeting of June 27, 2016
5. **CHANGES TO THE AGENDA**
6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

Proclamation: [Larry Carmody Day – August 2, 2016](#)
7. **APPOINTMENTS AND CONFIRMATIONS**

Corrine Weber, Senior Commissioner
Patricia Hawkins, Senior Commissioner
Geri Brockett, Senior Commissioner
8. **ADMINISTRATION OF OATHS**

Corrine Weber, Senior Commissioner
Patricia Hawkins, Senior Commissioner
Geri Brockett, Senior Commissioner

Adam Pouchot, Firefighter/Paramedic
9. **CITIZEN CONCERNS AND COMMENTS**
10. **STAFF REPORTS**
11. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
- A. [Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “ALCOHOLIC LIQUOR DEALERS,” Specifically Section 4.32.085](#)

- B. [Resolution Authorizing the Village Manager to Waive the Fidelity and Surety Bond Requirements for Addolorata Villa to Conduct an Amusement and Raffle Event on September 11, 2016](#)
- C. [Resolution Authorizing Execution of a License Extension Agreement between the Village of Wheeling and Level 3 Communications, LLC](#)
- 12. **OLD BUSINESS** NONE
- 13. **NEW BUSINESS** All listed items for discussion and possible action
 - A. [Resolution Authorizing the Acceptance for the Renewal of an Illinois Criminal Justice Information Authority/Victims of Crime Act \(VOCA\) Grant Award for the Victim Assistance Coordinator Position](#)
 - B. [Resolution Authorizing the Purchase of One \(1\) Half-Ton Pick-Up and Two \(2\) One-Ton Dump Trucks from Currie Motors](#)
 - C. [Resolution Authorizing Change Order No. 1 & Final to the Construction Contract with Kovilic Construction Company, Inc. for the Jackson Drive Lift Station](#)
 - D. [Resolution Waiving Competitive Bidding and Approving a Contract with Artistic Holiday Designs for Ground-Mounted Holiday Displays in the Amount Not to Exceed \\$111,230.07](#)
 - E. [Ordinance Lifting a Temporary 180-Day Moratorium on the Establishment and Licensing of Massage Establishments in the Village of Wheeling](#)
 - F. [Two \(2\) Ordinances Re: Café Zupas, 1590 Lake Cook Road](#)
 - 1. **Ordinance** Granting a Variation from Title 19, Zoning, to Reduce the Required Parking for 1590 Lake Cook Road [Docket No. 2016-13A]
 - 2. **Ordinance** Granting Special Use, Site Plan and Building Appearance Approval for a Restaurant at 1590 Lake Cook Road [Docket No. 2016-13B]
 - G. [Ordinance Authorizing a First Amendment to a Redevelopment Agreement between the Village Of Wheeling and Arbor IV, Inc. Regarding the Arbor Courts Apartments Comprising a Part of the Crossroads \(Central Business District\) TIF District](#)
 - H. [Resolution Authorizing the Village President to Execute a Memorandum of Understanding with the City of Suncheon, Republic of Korea](#)
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** July 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

Larry Carmody Day – August 2, 2016

WHEREAS, Larry Carmody began his employment as a Police Officer with the Wheeling Police Department on July 19, 1993 and was promoted to Sergeant on January 4, 2002.

WHEREAS, through the years, Larry Carmody has held assignments as a Patrol Officer, Detective, North Regional Major Crimes Task Force Investigator, Gang and Narcotics Investigator, Patrol Sergeant, Roll Call Training Coordinator, Planning, Training and Research Sergeant, Support Services Division Accreditation Manager and Records Supervisor.

WHEREAS, throughout his career Larry Carmody has dedicated himself to making Wheeling a safer place to live and work; and

WHEREAS, after 23 years of dedicated service with the Wheeling Police Department, Larry Carmody is retiring;

NOW THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim August 2, 2016, as “Larry Carmody Day” in the Village of Wheeling in recognition and appreciation of his many years of dedicated service to the community and the Police Department.

DATED at the Village of Wheeling this 1st day of August, 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: August 1, 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 liquor licenses in order to reflect the conversion of the liquor license for Wa-Pa-Ghetti’s Pizza from a Class B-1 license to a Class B-1-V license, approved by the Liquor Control Commission on July 25.

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: July 28, 2016
RE: Ordinance creating Class B-1-V liquor license for Wa-Pa-Ghetti's Pizza

EXECUTIVE SUMMARY

On Monday, August 1, the Board of Trustees will consider an ordinance creating a Class B-1-V liquor license for Wa-Pa-Ghetti's Pizza to reflect the recent approval of a license class conversion by the Liquor Control Commission.

On Monday, July 25, the Liquor Control Commission granted the request of Wa-Pa-Ghetti's Pizza, Inc. at 208 McHenry Road to change the class of its liquor license in order to be eligible to install three video gaming terminals. The attached ordinance allows for the creation of a Class B-1-V liquor license for the business by increasing the authorized number of such licenses by one; it also reduces the authorized number of Class B-1 licenses by one to reflect the conversion.

Approval of this ordinance will not affect the total number of liquor-licensed establishments in the Village, which will remain 50 (see attached).

If you have questions or concerns, please contact me.

Current Wheeling Liquor Licenses

August 1, 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
El Burrito Bronco	B-1	733 W. 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
Joe's Pizzeria	B-1-V	57 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
Mom & Dad Pantry	D-2	11 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Pete Miller's Steakhouse	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place -Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place -Fresh Farms	N-V	255 E. Dundee Road
Stella's Place -Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue
Taqueria Alamo	C	56 & 58 N. Wolf Road

TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue
Twin Peaks	A	781 N. Milwaukee Avenue
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
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 increase the number of Class B-1-V licenses from one (1) to two (2) and to decrease the number of Class B-1 licenses from two (2) 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	1 2
Class C	2
Class C-V	2

Class D	4
Class D-1	0
Class D-2	6
Class D-3	1
Class D-4	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): #11.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village Manager to Waive the Fidelity and Surety Bond Requirements for Addolorata Villa to Conduct an Amusement and Raffle Event on September 11, 2016

SUBMITTED BY: Andrew Jennings,
Director of Community Development

BASIC DESCRIPTION OF ITEM: Request by Addolorata Villa to waive fidelity and surety bonds to conduct an amusement and raffle event for their annual fundraiser to be held on September 11, 2016.

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Memo, Resolution

RECOMMENDATION: Approval

¹ *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).*

² *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, Clerk and Board of Trustees

FROM: Andrew Jennings, Director of Community Development

DATE: August 1, 2016

SUBJECT: Raffle and Amusement Licenses for Addolorata Villa's Annual Fest
To be held on their premises located at 555 McHenry Rd.

EXECUTIVE SUMMARY

Addolorata Villa, a not-for-profit organization, is requesting a waiver of the fidelity and surety bond requirements related to the raffle and amusement license applications for a fundraiser to be held on their premises on September 11, 2016, with ticket sales commencing on July 30, 2016. The Village Board generally approves such waivers for established not-for-profit organizations whose sole purpose is to generate revenue for charitable causes.

Addolorata Villa has submitted an application to conduct a Raffle and Amusement Event in Wheeling, pursuant to Chapters 4.12 and 4.66 of the Wheeling Municipal Code. Chapter 4.12 establishes the requirements for conducting an amusement event, while Chapter 4.66 establishes the regulations specific to raffles.

The organization has been in existence for over sixty (60) years within our community, and has successfully conducted this event upon their grounds for more than thirty (30) years. The Village last approved their raffle and amusement license August 3, 2015.

In conjunction with the license application, Addolorata Villa is requesting a waiver of the surety bond requirement as outlined in Chapter 4.12 and the fidelity bond requirement as outlined in Chapter 4.66. The Village Board generally approves such waivers for established non-profits when the sole purpose of the event is to raise funds for charitable causes.

RESOLUTION NO. 16 - _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO WAIVE THE FIDELITY AND SURETY BOND REQUIREMENTS FOR ADDOLORATA VILLA TO CONDUCT AN AMUSEMENT AND RAFFLE EVENT ON SEPTEMBER 11, 2016

WHEREAS, the Wheeling Municipal Code, Chapter 4.12, "Amusements Generally" requires that organizations secure a license to conduct an Amusement Event within the Village of Wheeling; and

WHEREAS, Ordinance No. 4419 allows for a request of the waiver of requirements to acquire a cash or surety bond to conduct an amusement event; and

WHEREAS, the Wheeling Municipal Code, Chapter 4.66, "Raffle Licenses" requires that organizations secure a license to conduct a Raffle within the Village of Wheeling; and

WHEREAS, Ordinance No. 1825 allows for a qualified organization to request a waiver of requirements to acquire a fidelity bond to conduct a raffle; and

WHEREAS, Addolorata Villa, a not-for-profit organization, has requested a waiver of the surety and fidelity bond and made proper application for licenses to conduct an amusement event with raffle on September 11, 2016, with ticket sales from July 30, 2016 to September 11, 2016; and

WHEREAS, it has been determined that the waiver of the surety and fidelity bonds to conduct an amusement event and raffle is within the guidelines set forth in Ordinance Nos. 4419 and 1825.

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 Addolorata Villa be granted a permit to conduct a Raffle and sales in the Village of Wheeling for their annual Villa-Fest event to be held on September 11, 2016 contingent upon receipt of permission from the property owners to solicit on private property.

Trustee _____ moved, seconded by Trustee _____, that

Resolution No. 16 - _____ be adopted.

President Argiris _____ Trustee Vito _____

Trustee Krueger _____ Trustee Papantos _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

Resolution No. 16 - _____ 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

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEMS SUBMITTED: A Resolution Authorizing Execution of a License Extension Agreement between the Village of Wheeling and Level 3 Communications, LLC

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: The Resolution authorizes the Village President and Clerk to sign a License Extension Agreement with Level 3 Communications, LLC.

EXHIBIT(S) ATTACHED: Resolution and License Extension Acknowledgment.

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APPROVAL: Village Manager



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
DD 312 984 6433

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

To: Village President and Board of Trustees
From: James V. Ferolo-Klein, Thorpe and Jenkins Ltd.
Re: Extension of License Agreement with Level 3 Communications, LLC
Date: July 28, 2016

The enclosed Resolution authorizes an Acknowledgement of the Extension of the existing License Agreement with Level 3 Communications, LLC. On August 11, 2006, the Village and Level 3 Communications, LLC entered into a License Agreement that authorizes Level 3 to utilize a specific portion of the public right-of-way within the municipal boundaries of the Village of Wheeling for the limited purpose of installation and maintenance of underground conduit and fiber optic telecommunications cables underneath the right-of-way. This License Agreement expires on August 14, 2016, but the License Agreement provides that the License Agreement may be renewed for an additional ten-year term by mutual written agreement of both the Village and Level 3 Communications.

The Acknowledgment merely states that both the Village and Level 3 Communications agree to a renewal of the License Agreement for Level 3 Communication's continued use of the right-of-way for the next ten (10) years in accordance with the terms set forth in the existing License Agreement. Pursuant to the License Agreement, Level 3 Communications will pay the Village a license fee of \$500.00 per year. No amendments are being made to the original License Agreement.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE EXTENSION AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND LEVEL 3 COMMUNICATIONS, LLC

WHEREAS, the Village of Wheeling, an Illinois municipal corporation (“Village”), and Level 3 Communications LLC (“Licensee”) have previously entered into a certain License Agreement dated August 11, 2006 (the “Existing License Agreement”) wherein the Licensee utilizes a specific portion of the public right-of-way within the municipal boundaries of the Village of Wheeling, Illinois for the limited purpose of installation and maintenance of underground conduit and fiber optic telecommunications cables underneath the right-of-way; and

WHEREAS, the Existing License Agreement expires on August 14, 2016; and

WHEREAS, Section 5 of the Existing License Agreement provides that the Existing License Agreement may be renewed for an additional ten-year term by mutual written agreement of the Parties; and

WHEREAS, the Village and Licensee agree that it is desirable to enter into an extension agreement for continued use of the right-of-way for the next ten (10) years in accordance with the terms and conditions set forth in the Existing License Agreement, by executing the Acknowledgment of Ten-Year Renewal of a License Agreement (“Acknowledgment”) attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find and determine that entering into the attached Acknowledgment is in the best interests of the Village and its residents and property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, ILLINOIS AS FOLLOWS:

The renewal of the Existing License Agreement between Licensee Level 3 Communications LLC, and the Village of Wheeling for an additional ten-year term commencing on August 15, 2016 and ending on August 14, 2026 is hereby approved. The Village Manager and Village Clerk of the Village of Wheeling are hereby authorized and directed to execute and deliver the Acknowledgment, to be in substantially the form as attached hereto as Exhibit “A” and made a part hereof, and such other instruments as may be necessary or convenient to fulfill the Village’s obligations under the Existing License Agreement as renewed. Any minor amendments to the Acknowledgment made hereafter but prior to execution shall be subject to the approval of the Village Manager and Village Attorney.

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 Village President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT "A"

**ACKNOWLEDGEMENT OF RENEWAL OF LICENSE AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND LEVEL 3 COMMUNICATIONS, LLC**

(attached)

**ACKNOWLEDGMENT OF TEN-YEAR RENEWAL OF A LICENSE AGREEMENT
FOR CERTAIN PORTIONS OF THE PUBLIC RIGHT-OF-WAY
BETWEEN THE VILLAGE OF WHEELING, ILLINOIS AND LEVEL 3 COMMUNICATIONS, LLC**

The Village of Wheeling , an Illinois municipal corporation, 255 W. Dundee Road, Wheeling, Illinois 60090 (hereinafter referred to as the "VILLAGE" or "LICENSOR") and LEVEL 3 COMMUNICATIONS, LLC, a Delaware limited liability company, 1025 Eldorado Boulevard, Broomfield, Colorado 80021 (Licensee) are parties to a License Agreement (the "Existing Agreement") for the utilization of a specific portion of the public right-of-way within the municipal boundaries of the Village of Wheeling, Illinois for the limited purpose of installation and maintenance of underground conduit and fiber optic telecommunications cables underneath the right-of-way. The Existing Agreement provides in Section 5 that the Existing Agreement may be renewed for an additional ten-year term by mutual written agreement of the Parties. The Parties mutually desire at this time to renew the Lease Extension Agreement for a period of ten (10) years. This renewal shall be subject to a License Fee of FIVE HUNDRED DOLLARS (\$500.00) per year, payable annually on January 2 of each year, as set forth in Section 5 of the Existing Agreement. Pursuant to authority and approval given by their respective governing bodies, the representatives signing below on behalf of the Parties acknowledge renewal of the Existing Agreement on its existing terms for a period of ten (10) years, to commence on August 15, 2016, and to end on August 14, 2026.

THE VILLAGE OF WHEELING

By:

Village Manager

Date: _____

Attest:

Village Clerk

Date: _____

LEVEL 3 COMMUNICATIONS, LLC

By:

Date: _____

Attest:

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.A

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Acceptance for the Renewal of an Illinois Criminal Justice Information Authority/Victims of Crime Act (VOCA) Grant Award for the Victim Services Coordinator Position

SUBMITTED BY: Shari Matthews Huizar,
Director of Human Services

BASIC DESCRIPTION OF ITEM¹: Provides continued funding for the Victim Services Coordinator position in the Human Services Department.

BUDGET²: Funds in the amount of \$83,073 are awarded through the Federal Victims of Crime Act and administered by the Illinois Criminal Justice Information Authority. Quarterly requests for fund draw downs are submitted for payment of grant activities. NOTE: *Due to the delay in allocation decisions caused by the lack of an Illinois state budget, this grant period began July 1, 2016 and will continue through June 30, 2017. This amount is also 25% larger than previous grants with a reduction of Village matching funds required by \$5,385.*

BUDGET: Resolution approved by the Village Board

EXHIBIT(S) ATTACHED: VOCA original grant application, Letter of Award, Resolution, Certifications

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: 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 changed to, expenses per fund(s) and total cost, and necessary transfer(s) or supplemental appropriation(s).



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Shari Matthews Huizar, Director of Human Services

DATE: August 1, 2016

SUBJECT: Renewal of Victims of Crime Act (VOCA) Grant

EXECUTIVE SUMMARY

The Village of Wheeling has received funding through the Victims of Crime Act (VOCA) administered through the Illinois Criminal Justice Information Authority since July 2003. This grant funds the Victim Services Coordinator position in the Social Services Division of the Human Services Department.

Funding through the Victim of Crimes Act (VOCA) has provided the opportunity for the Village of Wheeling to offer comprehensive services to victims of crime and their families. The Victim Services Coordinator provides needed services such as the coordination and delivery of police related victim services including: court-related advocacy, support services, information and referral services, obtaining orders of protection, follow-up with contacts, and crisis counseling services.

Annually, the Victim Services Coordinator provides more than 500 hours of court advocacy to Wheeling's victims of crime. Since 2003 and the beginning of the VOCA funding, the program has served approximately 2,000 victims of domestic violence, 350 victims of elder abuse, 200 cases of child abuse, and many more victims of other crimes. This funding has helped these victims of crime through the court process and on to recovery.

The grant amount, \$83,073, includes a 25% increase over previous years. This increase has allowed the Village to bring the Victim Services Coordinator salary in line with the other Social Worker positions in the Village and includes a reduction of \$5,385 in the match and over-match provided by the Village for this grant.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE FOR THE RENEWAL OF AN ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY/VICTIMS OF CRIME ACT (VOCA) GRANT AWARD FOR THE VICTIM ASSISTANCE COORDINATOR POSITION

WHEREAS, the Village of Wheeling Human Services Department has applied and been approved for an Illinois Criminal Justice Authority (ICJIA) Victims of Crime Act (VOCA) Grant for the purpose of continuing to employ a Victim Services Coordinator; and

WHEREAS, the President and Board of Trustees have determined it is in the best interest of the Village of Wheeling to accept the grant for the continuation of a Coordinator and project expenses; and

WHEREAS, the acceptance of the grant provides eighty percent federal funding for the initiatives specified in the grant proposal in the amount of \$83,073, with 25% local matching funds of \$20,768.00, with an overmatch of \$19,686; and

WHEREAS, the Coordinator will be utilized to continue the Victim Assistance Program consistent with the Human Services Department Division of Social Services victim services efforts.

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 authorizes the Village Manager and the Director of Human Services to accept the grant award for one Victims Assistance Coordinator.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **16** - _____ be adopted.

President Argiris _____ Trustee Vito _____

Trustee Krueger _____ Trustee Papantos _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

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

Dean Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

300 W. Adams Street • Suite 200 • Chicago, Illinois 60606 • (312) 793-8550

July 12, 2016

Ms. Shari Matthews Huizar
Director
Village of Wheeling Human Services Division
199 N. First Street.
Wheeling, Illinois 60090-2976

Dear Ms. Huizar:

Enclosed you will find interagency agreement #215348 between your office and the Authority for the Law Enforcement and Prosecutor Based Victim Assistance Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed initial cash request form needed to begin the drawdown of federal funds. Please fill out this form and return it to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

If you have any questions, please feel free to contact me at (312) 793-8404 or by email at Malea.Conro@Illinois.gov. I look forward to working with you on this program.

Sincerely,

Malea Conro

Malea Conro
Federal and State Grants Unit

Enclosures

cc: MF 215348

INTERAGENCY AGREEMENT

Victims of Crime Act Victim Assistance Grant Program
Federal Fiscal Year 2015

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Suite 200, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and, Village of Wheeling, on behalf of the Village of Wheeling – Human Services Division, hereinafter referred to as the "Implementing Agency," with its principal offices at 2 Community Blvd., Wheeling, Illinois 60090-4726 for implementation of the Law Enforcement & Prosecutor-Based Victim Assistance Services program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, pursuant to the Victims of Crime Act, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2016 through June 30, 2017.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing

Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The maximum amount of federal funds under this agreement is \$83,073.00 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 5. MATCH

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 6. NON-SUPLANTATION

The Implementing Agency certifies that VOCA funds will not be used to supplant (replace) State or local funds. VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act.

SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by , national origin, sex, age, and disability, where such statistics are voluntarily provided by those receiving assistance, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

The Implementing Agency certifies that it, and its subcontractors, will comply the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 42 U.S.C. 10603(a)(2) and (b)(1) and (2).

SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms

and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 9. OBLIGATIONAL LIMITATION – AVAILABILITY OF APPROPRIATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 10. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;

- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE AND INSPECTION OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all records, books, paper, and documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel or its representatives, the Office of Chief Financial Officer or its representatives, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

The Implementing Agency authorizes the Authority and Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to this agreement.

SECTION 13. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), General

Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period. Further, Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Office of Justice Programs (OJP) grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in this agreement and all other program activity.

The Authority, Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers, and records of subcontractors. In addition, the Office of Victim of Crime and the Office of the Chief Financial Officer or their representatives shall have access to and right to examine all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

The Implementing Agency understands and agrees that the Authority or OJP may withhold award funds, or may impose other related requirements, if the Implementing Agency does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit

for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 16. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 17. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 18. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities

acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the Implementing Agency. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements").
- The Victims of Crime Act; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Department of Justice Grants Financial Guide as posted on the OJP website; and the Office of Justice Programs' Financial Guide

(current edition).

- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); Authority Federal Grant Financial Guidelines; and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

The Implementing Agency understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Implementing Agency agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Implementing Agency plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Implementing Agency also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities will be conducted, directly or indirectly, by the Implementing Agency, any its contractors or sub-contractors, or a related third party action:

- New construction.
- Any renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation that will either (a) result in a change in its basic prior use, or (b) significantly change its size.
- Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office of Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OVC in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEO requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form.

If Implementing Agency is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form), but it does not have to submit the report to the OCR for review. Instead, the Implementing Agency has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form, and return it to the Authority.

If the Implementing Agency is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEO Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, the Implementing Agency has to complete Section C of the Certification Form and return it to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

SECTION 25. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of actual or perceived race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, the Implementing Agency is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002,

Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

SECTION 26. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 28. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification

Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or

rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 33. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1)

the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 37. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant #XXX, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and listed below are correct:

Name: Village of Wheeling

Taxpayer Identification Number: 36-6006156

Social Security Number

or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this

certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> Non-profit Corporation/ Tax Exempt |
| <input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt | <input type="checkbox"/> Other (Specify) _____ |

(Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status.)

SECTION 39. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2015-VA-GX-0049)
- Grant Award Year: Federal Fiscal Year 2015

SECTION 40. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 079754586

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 10/05/2016

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code

request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 5E7K5

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with SAM. The acquisition of a DUNS number and registration with SAM database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 41. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 42. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 43. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 44. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be

subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 45. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 46. COURT APPOINTED SPECIAL ADVOCATES

The Implementing Agency shall, on agreements that fund Court Appointed Special Advocates (CASA), ensure and provide documentation (i.e. time and attendance records) that any and all funds are utilized "solely" to benefit victims of crime. Therefore, VOCA funds shall be used to pay for only, that portion of the coordinator's time, which is devoted to supervision, training, etc. of those volunteers who provide direct services to child victims of physical and sexual abuse, criminal neglect and or abandonment.

SECTION 47. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any subgrantee or contractor of the Authority's grant funds that the subgrantee or contractor is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any subgrantee or contractor. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 48. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either (1) submitted a false claim for grant funds in violation of the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington, D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

More information is available from the DOJ OIG website at www.usdoj.gov/oig.

SECTION 49. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 50. PROHIBITED CONTRACTOR

The Implementing Agency understands and agrees that no funds will be contracted or sub-awarded, either directly or indirectly, to or in support of the Association of Community Organization for Reform Now (ACORN) or its subsidiaries without the express prior approval of the Authority.

SECTION 51. TEXT-MESSAGING WHILE DRIVING

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

SECTION 52. VICTIM COMPENSATION AWARENESS

The Implementing Agency shall certify that victims are notified of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General. Notification is defined as simply advertising the Victim Compensation program through posters or brochures publicly displayed in the agency's office or by verbally making the victim aware of the program. This notification requirement does not apply to crisis services.

The Implementing Agency shall detail their method of notification in the Program Narrative/ Exhibit A.

SECTION 53. DUPLICATION OF FUNDING

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this VOCA award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this VOCA award, the Implementing Agency will promptly notify, in writing, the Authority.

SECTION 54. HIGH-RISK GRANTEES

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that Implementing Agency is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

SECTION 55. CONFERENCES AND TRAINING MATERIALS

The Implementing Agency agrees that any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm.

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval, and reporting requirements) governing the use of federal funds for expense related to conferences, meetings, trainings, or other events, including the provision of food and beverages at such events, and the cost of attendance.

SECTION 56. RELIGIOUS AND MORAL BELIEFS OF STUDENTS

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

SECTION 57. COMPUTER NETWORK

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SECTION 58. PROVIDING SERVICES TO LIMITED ENGLISH PROFICIENCY INDIVIDUALS

Implementing Agency will, in accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency.

SECTION 59. DEMOGRAPHIC DATA

Implementing Agency agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance through this agreement, where such information is voluntarily furnished by the victim.

SECTION 60. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - Account for the total activity for which each employee is compensated;
 - Be prepared monthly and coincide with one or more pay periods; and
 - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 61. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This interagency agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq). The Implementing Agency certifies that it, and its sub-grantees and sub-contractors, are not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state has not been initiated against it, or any of its sub-grantees and/or sub-contractors, within the past five (5) years.

The Implementing Agency shall notify the Authority if it or any of its sub-grantees and/or sub-contractors is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency or any of its sub-grantees and/or sub-contractors is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, has been the subject of an Involuntary Withholding within the past five (5) years, or becomes the subject of an Involuntary Withholding.

SECTION 62. CRIMINAL CONVICTIONS

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 63. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

The Implementing Agency and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Implementing Agency –

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Authority, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the Authority.

2. If the Implementing Agency makes subawards or contracts under this award --

a. it represents that --

- (1) it has determined that no other entity that the Implementing Agency's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SECTION 64. INDIRECT COSTS

If the Implementing Agency is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the Authority in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

SECTION 65. NON-PROFIT ORGANIZATIONS

The Implementing Agency agrees, if it is a non-profit organization, to make their financial statements available online (either on the Authority's, its own, or another publicly available website). OVC will consider sub-recipient organizations that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.

SECTION 66. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority
Date

I, Jon A. Sfondilis, Village Manager, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215348 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215348 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Jon A. Sfondilis
Village Manager
Village of Wheeling
Date

I, Michael Mondschain, Director of Finance, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215348 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215348 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Michael Mondschain
Director of Finance
Village of Wheeling
Date

I, Shari Matthews Huizar, Director of Human Services, under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement 215348 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement 215348 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Shari Matthews Huizar
Director of Human Services
Village of Wheeling
Date

COVER PAGE

PROGRAM TITLE:	Law Enforcement and Prosecutor Based Victim Assistance
AGREEMENT NUMBER:	215348
PREVIOUS AGREEMENT NUMBER(S):	215148,214148,212148,211148,210148,209148,208148,206148,204248,204148,202048
ESTIMATED START DATE:	July 1, 2016
SOURCES OF PROGRAM FUNDING:	
<i>Funds:</i> VOCA FFY 16 Funds	\$ 83,073
<i>Matching Funds:</i>	\$ 20,768
<i>Over-Matching Funds:</i>	\$ 19,686
Total:	\$ 123,527
IMPLEMENTING AGENCY'S NAME:	Village of Wheeling
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	2 Community Blvd. Wheeling, IL 60090
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Jon Sfondilis
TITLE:	Village Manager
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	36-6006156
IMPLEMENTING AGENCY'S DUNS NUMBER:	079754586
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	09/29/2016
IMPLEMENTING AGENCY'S CAGE CODE:	5E7KS
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Michael Mondschain
TITLE:	Director of Finance
TELEPHONE:	847.499.9020
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	Village of Wheeling Human Services Division
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	199 N. First Street Wheeling, IL 60090
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Shari Matthews Huizar
TITLE:	Director of Human Services
PROGRAM AGENCY'S DUNS NUMBER:	96495927
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	
PROGRAM AGENCY'S CAGE CODE:	65JF7
FISCAL CONTACT PERSON:	Michael Monschain
AGENCY:	Village of Wheeling
TITLE:	Director of Finance

TELEPHONE:	847.499.9020
FAX:	847.459.9692
E-MAIL:	mmondschain@wheelingil.gov
PROGRAM CONTACT PERSON:	Shari Matthews Huizar
TITLE:	Director of Human Services
TELEPHONE:	847.459.2672
FAX:	847.465.1639
E-MAIL:	shuizar@wheelingil.gov
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 10 State Senate District: 30 State Representative District: 59
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	Wheeling Police Department 1 Community Blvd. Wheeling, IL 60090
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 10 State Senate District: 30 State Representative District: 59
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	no
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	no
Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	no
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
 (See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

* State rate is calculated at \$.56/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

(See Attached Budget Instructions)

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ -	\$ -	\$ -

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

Budget & Budget Narrative

Village of Wheeling

Agreement#

215348

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ 83,073.00	\$ 40,454.00	\$ 123,527.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
TOTAL COST	\$ 83,073.00	\$ 40,454.00	\$ 123,527.00

All procurements must be competitive

**VICTIMS OF CRIME ACT
EXHIBIT A:
PROGRAM NARRATIVE
Standard Non-InfoNet Reporting**

I. Description of organization

1. Program Agency Name: Law Enforcement and Prosecution Based Victim Assistance Services
Mailing Address: 199 N. First Street, Wheeling, IL 60090
Telephone number: 847.459.2606

2. Please provide the following information for your VOCA program service area (attachments are acceptable).

A. List the county(ies) or municipality(ies) served by your VOCA program.

Wheeling, Cook County, IL

B. Federal Congressional District number(s) 10

C. State Senatorial District number(s) 30

D. State Representative District number(s) 59

These districts can be found by visiting the Illinois State Board of Elections website.

Type of program agency (Check one)

A. Criminal justice government*

Law Enforcement

Prosecution

Probation

Court

Corrections

Other (specify) _____

B. Non-criminal justice government

Social Services

Mental Health

Other (specify) _____

Hospital

Public Housing

C. Private: Non-profit

Hospital

Rape Crisis

Religious Organization

Shelter

Mental Health

Other (specify): _____

D. Other: Describe _____

*If your agency is a governmental unit, such as law enforcement or prosecution, please provide a short description of how the activities described within this application have been coordinated with the victim service providers in the community served. Include letters of support from all agencies listed as part of the application.

As the Human Services Division of the Village of Wheeling is a governmental unit our organization works with Between Friends, a Domestic Violence Agency that provides court advocacy at the 3rd Municipal District Court House in Rolling Meadows. We send possible victims to Between Friends when our staff is unable to serve the client as quickly as needed. We make referrals to many other services as well.

If your agency is not able to coordinate these activities with a victim service agency please explain why.

N/A

3. Purpose of VOCA funds: (select one)

Start a new victim services project

Expand or Enhance an existing project not funded by VOCA in a previous year.

Continue a VOCA funded victim project funded in a previous year Technology

4.

Crime Victim Assistance Funds Awarded: \$83,073
Grant Number: 215348

Project Begin Date: July 1, 2016
Project End Date: June 30, 2017

5. These VOCA funds will primarily be used to: (check one)

- Expand services into a new geographic area Offer new types of services
 Serve additional victim populations Continue existing services to crime victims
 Other (specify)

6. For this victims' services program indicate the number of VOCA funded paid staff, full-time equivalent** (FTE) 1.0

** FTE is the program full time equivalent total listed in Question 3a in the Summary of Program Section.

7. Volunteers used in any capacity throughout your agency should be counted and reported.

Does your organization use volunteers?

- Yes – complete part A & B
 No – complete the volunteer waiver certification included in the continuation packet.

A. How many Full-time Equivalent (FTE) volunteer staff are used by your agency as a whole, not just the VOCA funded program?

Our agency utilizes volunteers in many capacities. During the past year volunteers have contributed close to 5,000 hours of volunteer service to the community equaling approximately 4.5 FTE.

B. What activities do they perform?

In our department volunteers provide office support, teach classes, prepare and serve meals for older adults, prepare mailings and other promotions and participate in Advisory boards and commissions.

8. Identify the amount of the VOCA-Funds allocated to serve victims accordingly.

ALL GENERAL CRIME \$ 83,073

OR

Child Abuse (includes child sex abuse)	\$
Domestic violence	\$
Sexual assault	\$
Underserved	
DUI/DWI crashes	\$
Survivors of homicide victims	\$
Assault and/or Battery	\$
Adults molested as children	\$
Elder abuse	\$
Robbery	\$

Other violent crime (specify)

\$

TOTAL (should match question #4.) \$ 83,073

9. Sub-grant Match (financial support from other sources for this program):

Value of In Kind Match	\$
Cash Match	\$ 40,454
Total	\$ 123,527

10. Please provide the total amounts of funding allocated to All Victim Services based on your agency's current fiscal year budget:

Other Federal funds (excluding these VOCA funds)	\$
VOCA funds (award amount)	\$ 83,073
State	\$
Local	\$ 79,671
Other	\$

This agency certifies that it receives over \$500,000 in federal funds agency wide and it is required to have an A-133 Audit.

11. Identify the victims to be served through this VOCA-Funded project (include match funded activities) by checking the type of crime(s) At least one must be selected.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Child Physical Abuse | <input checked="" type="checkbox"/> Adults molested as children |
| <input checked="" type="checkbox"/> Child Sexual Abuse | <input checked="" type="checkbox"/> Survivors of homicide victims |
| <input type="checkbox"/> DUI/DWI Crashes | <input checked="" type="checkbox"/> Robbery |
| <input checked="" type="checkbox"/> Domestic Violence | <input checked="" type="checkbox"/> Assault |
| <input checked="" type="checkbox"/> Adult Sexual Assault | <input checked="" type="checkbox"/> Other Violent Crimes (specify) Electronic Harassment and Stalking |
| <input checked="" type="checkbox"/> Elder Abuse | <input type="checkbox"/> Other (Specify) |

12. Check the services to be provided by this VOCA – funded project. **Check all that apply**

- | | |
|--|---|
| <input checked="" type="checkbox"/> Crisis Counseling | <input checked="" type="checkbox"/> Criminal Justice Support/Advocacy |
| <input checked="" type="checkbox"/> Follow Up Contact | <input type="checkbox"/> Emergency Financial Assistance |
| <input type="checkbox"/> Therapy | <input checked="" type="checkbox"/> Emergency Legal Advocacy |
| <input checked="" type="checkbox"/> Group Treatment | X Assistance in Filing Compensation Claims* |
| <input type="checkbox"/> Crisis Hotline Counseling | <input checked="" type="checkbox"/> Personal Advocacy |
| <input type="checkbox"/> Shelter/Safe House | <input checked="" type="checkbox"/> Telephone Contacts (Information and Referral) |
| <input checked="" type="checkbox"/> Information and Referral (In person) | <input type="checkbox"/> Other (Specify) |

*Assistance in filling compensation claims is **MANDATORY**

II. Summary of organization

In this section, we are trying to gain a general sense of your organization's activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your entire organization, including details of different units and staffing.

The Village of Wheeling Human Services Department encompasses two divisions, the Division of Senior Services which includes services to older adults through the Wheeling Pavilion Senior Center, Lunch at Pavilion Congregate Dining Program, medical lending, and public benefits assessment for older adults. This Division has a Full-time Program Planner, Part-time Congregate Dining Site Supervisor, full time custodian, a part-time Program Secretary, and two office clerks. The Social Services Division, the other half of Human Services provides social services, crisis intervention, crime victim advocacy, assessment, information and referral, short-term counseling, support groups, coordination of the Community Assisted Relief Efforts (CARE) community disaster response team, 24/7 on-call response to Police and Fire. The Division has the Victim Services Coordinator (VOCA Funded) who works in the Police Department, a Police Social worker who also provides services to victims and others out of the Police Department, a Senior focus Social Worker who is located at the Senior Center but also provides services to victims of crime, particularly the elderly or mentally ill; .5 FTE Program Secretary and the Director of Human Services.

2. Besides the services funded through this VOCA grant, what (if any) other victim services does your agency provide? Include examples of how these services are coordinated with the VOCA funded activities.

While the Victim Services Coordinator is funded by VOCA, that position is just one of three that could potentially be working with victims of crime. All services for victims are assigned by the Director of Human Services and coordinated with team meetings and collaboration on cases. The Database where all client information is safely stored and accessible by all clinical (social services) staff to allow for frequent updates and service coordination.

3. Please indicate the total number of staff dedicated to all victim services at your organization, not just this VOCA funded program.

Type of staff	Number of staff
Number of staff providing direct service. <i>(Do not include managerial and support staff in this count).</i>	2.0
Number of managerial staff	.25
Number of administrative support staff	.25

4. Does this program make a special effort to target any un-served or underserved populations?

- Yes – check all un-served/underserved populations being targeted
 No – skip to Section III

- American Indian
- Asian
- Black or African American
- Elderly
- Hispanic or Latino

- Lesbian, gay, bisexual, transgender
- People with disabilities
- Limited English proficiency
- Mental health issues
- Substance abuse issues

- Homeless or living in poverty
- Immigrants, refugees, or asylum seekers
- Other (specify): _____
- Rural areas
- Children

III. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. Description of program: Please provide a description of your VOCA funded program. Include information on any efforts to target underserved victim populations listed above that are served by this program, such as minority, elderly or disabled populations. Services to victims of crime offered by the Victim Services Coordinator include, crisis intervention at the scene or by telephone to provide information regarding options from the beginning. The VSC also provides court advocacy throughout the criminal case including arranging for transportation and childcare, assisting with Orders of Protection, court orientation, victim impact statement preparation, victim compensation applications, information and referral. Some of the specific efforts targeted to the Latino community include the Spanish language women's support group (Platicas), interpretation services as well as criminal justice system orientation for Spanish speakers.

Our program has also begun identifying more elder abuse and neglect cases and we are working to strengthen our response in these cases as well. We have a presence in the community Senior Center and are able to build rapport with this community as well. As our program has expanded in its scope due to the inclusion in Human Services, our ability to reach the elderly population, which is growing in Wheeling has increased as well. By 2013, the population over 50 years of age was 36% in Wheeling. Targeting outreach to the older adult population as well as increased training for staff will take place this grant year.

Similar to the services offered to the Limited English speaking population group, our services have generally included service to immigrants and refugees, primarily immigrants. Our program has been asked to assist the Police Department in the preparation of responses for U-Visas for victims of crime. We anticipate these requests, as well as educating the clients regarding relief they may qualify for as immigrant victims of crime, will continue to increase.

2. Who oversees this program? Please include position titles and duties. (Do not include personal information.)

The Director of Human Services supervises the Social Services Division of which the Victim Services Coordinator is a part of. The responsibilities include the following: Under the general direction of the Village Manager and in cooperation with department heads and other officials, plan, organize, and direct the services and activities of the Human Services Department and the policies pertaining thereto. She acts as Village staff liaison to the Senior Citizens Commission and provides them with assistance, information, and recommendations as needed. The Director of Human Services provides clinical supervision to Village social workers including the Victim Services Coordinator. She confers and coordinates with professional personnel of medical, public health, public safety, recreational and social program agencies to determine programs and services which can be applied and/or replicated to meet residents' needs. She identifies and utilizes community sources of volunteer assistance and develops and implements fund-raising programs. Preparation of an annual budget for the department and administration of its finances including investigating local, state and federal funding sources; preparation and management of grants and budgets are also part of the Director's responsibilities. She develops informational literature and publicizes information on services/programs available

at through the Department and attends and participates in Village Management Staff meetings as required. The supervision, planning, organization, direction, and evaluation of the work of subordinates to ensure efficient and effective departmental operations as well as making recommendations on hiring, discharging, transferring, suspending, promoting, adjusting grievances, and discipline of employees are also the Director's responsibility. The Director of Human Services also works closely with Chief of Police, Fire Chief and Director of Community Development to coordinate human services response to community crises and to best serve the residents of the community.

3. Staff

- a. Report staff by title. Include employees who are part-time and/or only partially funded with this grant as well as program funded consultants/contractors. Include employees who are funded with any required grant match. Report all FTEs in decimals, not percentages and report in terms of total time at the agency and time spent on the program.

Title of Staff Person	Agency Full Time Equivalent*	% time on VOCA funded program	Program Full Time Equivalent**
<i>Example: Advocate</i>	.50	100	.5
<i>Example: Counselor</i>	.75	50	.375
Victim Services Coordinator	1.0	100	1.0
TOTAL(should equal #6 in Section I Description of Organization)		N/A	

*Agency FTE is calculated by the number of total hours worked in a week divided by the average work week for your organization.

** Program FTE is calculated by Agency FTE times the time on the program.

- b. What are the primary qualifications (e.g. education, language skills etc.) of program-funded staff?

Program funded staff must be bilingual English/Spanish and have at least a bachelors degree in social services. Staff are required to complete the 40 hour Domestic Violence training and the 40 hour Sexual Assault training as well. They must also be computer proficient and be comfortable working with law enforcement and in crisis situations. The Victim Services Coordinator applied for national certification through National Organization for Victim Assistance (NOVA) and the National Advocate Credentialing Program and received the Intermediate status for both Domestic Violence and Sexual Assault Interventionist.

- c. Please attach an updated job description for each position including duties and qualifications. **If this position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.**

Victims Compensation Program

As a condition of receiving VOCA funds the Office on Victims of Crime (OVC) mandates that programs receiving VOCA funds must notify* all victims of the VOCA Victims Compensation program administered through the Office of the Illinois Attorney General.

4. Please explain how your agency informs victims of the VOCA Victims' Compensation program.

Our program provides pamphlets for victims as well as posters in several languages to inform clients of Compensation benefits available to them. Pamphlets are handed out and are available in public areas. Posters are in offices and public areas. Staff also discuss with clients their options and can facilitate an application as well.

*Notification is defined as simply advertising the Victims' Compensation program through posters or brochures publicly visible in the agency's office. Other options include: providing information and referrals concerning the program and assistance with the application.

IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. Use the table below to identify the crime(s) this program will target and provide three years of county level data for your service area. If your program does not target a specific type of crime please include **the three highest crime rates for the victims this program serves** for the jurisdiction your program serves. Data for Index offenses are available on the Illinois Criminal Justice Information Authority's (ICJIA) website or the publication, *Crime in Illinois*, produced by the Illinois State Police (ISP).

2012-2014

Type of crime: Domestic Battery/Disputes			Type of crime: Criminal Sexual Assault			Type of crime: Violation of Orders of Protection		
2012	2013	2014	2012	2013	2014	2012	2013	2014
375	427	420	8	15	13	23	12	26

* If multiple counties are served by your VOCA funded program please list the counties served here, and accumulate the crime numbers above.

2. What is the problem(s) your VOCA funded program has identified through its contact with the victim population served that **this program** addresses? (*What do crime victims need that they would not get if not for the services provided through this program?*)

Many times, victims of crime are forced into a criminal justice system they do not understand. They attend court hearings without support and are unaware of the entire process. This program provides court advocacy services and case management that they would not be able to access from any other agency or court department. Cases are assigned to staff from the initial call/crisis. Clients are given the opportunity to speak with staff at the moment of crisis to gain the needed information to analyze their options. Staff accompany victims to court from the bond hearing through trial and sentencing. While other programs may exist that may attend to

different crimes, etc., none of these are located in Wheeling and none provide services to the extent that our program can.

3. Use the space below to provide any anecdotal information based on the experiences of agency staff or other sources within your jurisdiction that may highlight the crime(s) and victims served through this program. *Please do not use names or any other information that would identify a specific victim.*

The following three vignettes are illustrations of the work being done with Victims in Wheeling: The Victim Services Coordinator (VSC) is the VOCA Grant funded position. Each of these cases illustrate the need for Spanish speaking victim advocacy as both victims and their families were Spanish speaking. These case vignettes also illustrate the additional need as well for the Victim Services Coordinator to "translate" the systems to the families. Not only are these difficult and many times horrific cases, the families are unfamiliar with the court process and the different parts and how they work together.

The Victim Services Coordinator was informed by a Wheeling Police Officer of a Domestic Battery crisis that had taken place in the early hours of the day, and victim was a Spanish-speaking female. The Victim had been at the Wheeling Police Department since 6:30am, and had been provided with food as the incident was still being investigated. The victim worked the graveyard shift, and had no transport. The victim walked to a nearby Metra train station and debated for two hours before she got the courage to walk into the police department to report a domestic battery incident. The Victim Services Coordinator provided Spanish-speaking crisis counseling. The victim related she had been battered about the face and legs, had been choked, and had unwanted sex with her live-in boyfriend, and father of her two children ages four months and two years old. The victim had a swollen and busted lip, red marks on her neck, and bruises on her legs. The Victim Services Coordinator assisted with pictures of injuries and requested a female officer to take pictures of the victim's legs. The Victim Services Coordinator provided additional Spanish interpretation to the investigating officers. The case would be assessed as a felony and victim waited one and a half hours for the State's Attorney to arrive. During the wait time, the Victim Services Coordinator took the victim to a room where she was allowed to sleep, as the victim was extremely tired. The Victim Services Coordinator served as Spanish interpreter for the State's Attorney. During the interview, the victim disclosed physical and sexual abuse and provided information on an immigration program called Intensive Supervision Assistance Program (ISAP) that she is part of; an alternative to detention program, where the victim has to self-report bimonthly to the immigration offices in Chicago, IL. After an exhaustive interview, the State's Attorney determined that felony charges would not be approved. The Victim Services Coordinator provided information on domestic violence shelters, however, victim does not have transport, her job is within walking distance from her home, has a reliable babysitter, and said it would be too inconvenient for her to move to another city. Staff explained the weekend bond court and the Order of Protection process as the victim was interested in an Order of Protection. Staff arranged for victim to be transported by a Wheeling Community Service Officer to Rolling Meadows Court. Two days later, staff met victim at Rolling Meadows Court and provided court escort and advocacy. Victim's boyfriend was placed on an ankle bracelet at weekend bond court, and violated the exclusionary zone, and was arrested for a violation of bail bond. Staff spoke to the Assistant State's Attorney about victim's case, and provided Spanish interpretation for the Assistant State's Attorney. The offender did not agree to the Order of Protection, but a Special Condition of Bond was placed until the next court date. Staff also assisted victim in obtaining a taxi voucher from the court Victim Witness Specialist, to return to her home, and a letter to her employer, excusing her

from work. Staff contacted the Department of Children and Family Services (DCFS) and followed up on court outcomes, and services to be provided to victim. Staff also collaborated with DCFS Intact Family Services staff from Lutheran Social Services, who are providing victim with drug abuse intervention and child welfare services. Through collaboration the Victim Services Coordinator found out that victim had used drugs during her pregnancy and after delivery and the hospital made a DCFS report. Per victim's request, staff spoke with victim's work supervisor, as victim was fired from her job, due to the offender/boyfriend, who worked at the same factory, informed supervisor that victim was under immigration deportation and was undocumented. The offender pled guilty to Domestic Battery on the final court date. Staff assisted victim again with transport to and from court, court escort and advocacy, and assistance with a two year Plenary Order of Protection, which allowed victim exclusive possession of her apartment. The victim was invited to participate in a monthly Spanish-speaking Domestic Violence support group coordinated by the Victim Services Coordinator. Staff also referred victim for tangible services and community holiday programs. The victim has been offered short-term Spanish counseling and legal services resources. Recently, DCFS indicated victim's boyfriend for abuse, made contact with the victim, and encouraged victim to contact the Victim Services Coordinator for continued victim services. Staff accompanied the Intact Family Services staff assigned on their home visit, made contact with victim, and made an appointment to discuss legal services. This case is still pending.

The Victim Services Coordinator met with a female, Hispanic, middle school student, victim of a Predatory Criminal Sexual Assault, and her school Social Worker, when they were brought to the VSC's office, by a Wheeling Police School Resource Officer. The VSC established a relationship of trust with the victim, talked about random things, and played UNO cards with her and the Social Worker, as Wheeling detectives called the Department of Children and Family Services (DCFS), located victim's parents, and arranged a Forensic Interview at the local Children's Advocacy Center (CAC). The middle school where victim attends, gave presentations of Erin's Law, where sexual abuse/assault was discussed. The victim made an outcry to her best friend, and together, both the best friend-acting as support, spoke to the school social worker about victim's sexual assault. The Youth Resource Officer transported the VSC, victim, and a Wheeling Police Investigator to the local Children's Advocacy Center, where we met the victim's parents. During the Forensic Interview, the VSC spoke to and assessed victim's mother and father. The mother's affect was stoic during the entire interview process. At the outset of the interview, the victim made an outcry and disclosed that she was sexually fondled and assaulted since she was in the 1st grade until her current 6th grade, by her live-in, paternal grandfather. The grandfather/offender was found by Wheeling authorities outside of victim's home, on his bike, in the middle of winter, with several layers of clothing, looking as if he was 'going someplace'. The grandfather was placed in custody and arrested by Wheeling Police. The grandfather disclosed to Wheeling Police and the State's Attorneys that he did in fact sexually assault his granddaughter. Although initially there was difficulty in contacting the victim's mother, and several voicemail messages were left, eventually, the VSC did meet with victim's mother approximately two weeks after the arrest. The VSC provided Spanish-speaking crisis counseling, assessment, and sexual assault counseling referrals for her daughter. The VSC also explained court processes, advocacy, and individual short-term counseling available to her. The mother indicated she did not want to attend court unless absolutely necessary, but was appreciative that VSC could provide court advocacy on her behalf. The VSC provided self-care information for the mother and emotional recovery for the daughter. The VSC went over talking points on the 'After Sexual Assault' brochure sponsored by the Illinois Coalition against Sexual Assault. The VSC observed mother to be compassionate and willing to cooperate. The mother explained that she has to 'put up a front' so that she can have the emotional and physical strength

to deal with her other children and work. The VSC found court information by collaborating with the Wheeling Police Records staff, and provided mother information on the next court date at Rolling Meadows Court. This case is still pending in court.

The Victim Services Coordinator received an after-hour crisis call from a Wheeling Police Officer, requesting assistance to explain Involuntary Committal process in Spanish, to the parent of a 14 year old Hispanic female youth/victim. The victim was transported to the hospital because of statements she made that she was going to 'kill herself'. The VSC spoke to victim's mother who explained that her daughter was autistic and has the understanding of a 9yr old, and explained that daughter became upset when the father found out daughter wrote to a man on Facebook and invited him over to the home. The VSC explained committal process and we agreed to meet at a later time. After a couple of days, Wheeling Investigator Pinedo, explained to VSC that youth was a victim of grooming by a 27 year old man. The VSC met with youth's parents and provided Spanish-speaking crisis counseling and explained the court process and possible consequences for offender. The parents agreed to sign police complaint forms, with the condition that they would not attend court until the State's Attorney's would require them to. The VSC explained to parents that court advocacy would be provided in their behalf and they would be notified of all court dispositions. The VSC attended several court proceedings at Rolling Meadows Court and followed up with victim's parents. The VSC assisted parents with the Illinois Crime Victims Compensation application, and explained process. The offender's attorney agreed to a 402 Conference with the judge, and accepted a plea offer. Offender pled guilty to charges of Solicitation of a Minor, and received 30 months' probation and registering as a sex offender for 10 years. The victim's family was notified of the court outcome and they were satisfied with the plea.

V. Goals and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. *(This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)*

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

Goal: To provide direct services to (check one) for the purpose of alleviating trauma and suffering incurred from victimization.

All crime victims

(Sub-population of crime victims. This should match the crime(s) indicated in Section: IV)

If completing this section prior to the end of the program performance period please estimate.

(Objective) Service Provided	Number identified from prior performance period.	Number of clients that actually received this service.*	Objective met?*	Number for upcoming performance period.
a. Crisis Counseling	100	~118	Yes	100
b. Follow Up Contact	350	~459	Yes	350
c. Therapy				
d. Group Treatment	40	~30 (75%)	No	35
e. Crisis Hotline Counseling				
f. Shelter/Safe House				
g. Information and Referral (In person)	200	~245	Yes	200
h. Criminal Justice Support / Advocacy	250	~249	Yes	250
i. Emergency Financial Assistance				
j. Emergency Legal Advocacy	100	~78	No	100
k. Personal Advocacy	200	~312	Yes	200
l. Telephone Contacts (Information and Referral)	225	~293	Yes	250
m. Other (specify):				
n. Other (specify):				

*If you did not meet the objective(s) listed above, please detail each objective not met.

We are below our estimated goal for the number of individual women participating in the Domestic Violence Survivor Support Group for Spanish

speaking women. It has historically been a struggle to reach a reasonable goal as we are unable to control for this area of service. Our clients are offered the group and sent a reminder flyer monthly. We have over 100 women on the mailing list. We will continue to work to engage more women in the group. We were also low in the number of Emergency Legal Advocacy. We use this category to log the number of Civil Orders of Protection as gotten. In Cook County, if there is an arrest for domestic battery or any other domestic related offense, the order of protection is attached to the Criminal case. We provide a great deal of court advocacy and assist most clients with the criminal court system. This may have contributed to the lower level of Emergency Legal Advocacy.

1. What were the successes of your program during the current performance period? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Do not use names or other information that would identify a specific victim.*

Our referral system allows great turnaround time of when an incident occurs, when Victim Services is notified, and when the VSC reaches out to victims. We have excellent turnaround time in contacting clients and meeting with them to have their needs met and advocacy or referrals provided, in a timely manner.

The Platicas Domestic Violence support group continues to be a special group that provides continued support and mentorship to victims of domestic violence. This year, the older (as in years participating) members took a more active role in mentoring new participants and leading discussions during group sessions. It's been a gem to see how new participants can relate to experiences of older participants, and how nurturing and patient the older mentors are to newer members. New members have expressed their gratitude and made decisions they would not have otherwise done, such as obtained an Order of Protection if they were sitting on the fence, or made the decision to move out.

Court processes and Assistant State's Attorneys are ever changing. Our Victim Services Coordinator has earned the respect of the new Assistant State's Attorneys, as they ask for our opinions and although busy, they make it a habit to speak to our victims, and ask for our input. The Domestic Relations judge, Judge Greenblatt, is also very respectful and confident that when we stand beside a victim, that we are providing victims the best care. In many cases, Judge Greenblatt, has asked victims to comply and follow what the 'advocate' recommends they do.

A case where 'all things worked together for the victim's good' - A child abuse/domestic battery case where an adolescent male was being brutally beaten by his mother, had a good ending and positive outcomes for all members of the family. During this case, all Social Services and victims programs and advocates worked together for the betterment of the family. DCFS was involved, the school social workers (Buffalo Grove High School) were involved, court was involved, Intact Family Services and a case manager were involved. Services were provided in court, school, and victim's home. An order of protection was obtained for the victim, but most importantly, the self-esteem of the young man was increased, as VSC was able to compare the before and after of youth's semblance, persona, and communication skills. The VSC provided a school visit/individual counseling session, and was surprised to see the young man smiling, feeling comfortable speaking, and feeling good about his future both at home and at school.

2. What barriers did you experience in implementing your program during the current performance period? How did you respond to them? Include any anecdotal information that may highlight the crime(s) and victims served through this program. *Please do not use names or other information that would identify a specific victim or a particular person.*

Change of Assistant State's Attorneys in domestic violence room- When one works with someone for a while, one gets used to the work style and performance of that person. This year, two Assistant State's Attorneys were changed at Rolling Meadows Court Domestic Violence Room, and there was a period of time where the VSC had to re-learn and adjust to the new work style of both State's Attorneys. A mediation meeting with Judge Greenblatt helped to alleviate the communication barriers. The communication barriers did not directly

affect victim services, but made it lessened the waiting time, and made for a smoother process. The mediation meeting with the judge also demonstrated to the State's Attorneys that the judge was aware of process issues, and mindful of our roles as advocates and State's Attorneys working together to assist victims of crime.

On-going referrals from Investigations Unit- Previously, there was some hesitancy from the police investigations unit to provide information on cases of sexual assault at the onset of an investigation. The VSC was finding out about sexual assault cases after the victim attended a Forensic Interview at the Children's Advocacy Center. This was resolved as the Director of Human Services met with Investigations command staff to address the problem, and also asked investigators, via emails, if intervention could be provided to victims, as soon as cases were informed. The investigations unit has been more cooperative in providing information and requesting assistance of VSC to attend Forensic Interviews (FI). The police staff had a recent training to go over Social Services interventions. The VSC has spoken to several investigators and informed of importance of meeting with victims and attending the FI interviews with them. This year, we've had many more sexual assault incidents than the previous year, and the VSC has been called to assist, as investigators brought victims to the police station, and VSC accompanied many more victims to FI interviews and met family members, and got a head-start to provide victim services.

Other barriers that were experienced during this performance period were more Police Officer driven. The Officers were not presenting the option of speaking to the VSC, while on scene with the victims, in a manner that encouraged interaction between the victim and the VSC, thus missing an opportunity to provide information, assistance and at times needed services to the victims. Officers also were not sending the cases to the appropriate court rooms so there would be a lot of confusion when the victim and VSC would be in court the next business day for an OP and the bond hearing, the offender's often times were in another court room for their bond hearing. This often caused the victims to be in court for a prolonged period as well as taking them away from work or taking care of the children at home that day care had to be arranged for. Lastly, there was an issue with communication by the Patrol shifts to the VSC in regards to a delay in the processing of an offender to be taken to court (i.e. needed to be taken to the hospital for a real or imagined problem, finger prints not returning, holding the offender over due to a scheduling conflict). This lack of communication again caused the victim to suffer consequences as they may have taken a day off of work and found child care that they did not need, or kept them at court longer than necessary or the incorrect information caused other issues for the victims.

These barriers described above were addressed through a supervisor and field training officer training that covered Domestic Violence, Crisis Intervention, How to Engage Victim Services. The Director also held conversations with the Shift supervisors and Patrol Commander to address these issues going forward.

3. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Nothing at this time.

VI. Program Implementation

The problem statement describes the issue(s) to be addressed in the following year. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant as well as match funded activities** will be implemented in clear, logical detail and should explain how your program will achieve its goals and objectives and work to resolve the issues addressed.

1. Please describe the specific activities each staff member (federal and match funded) under **this program** will provide to crime victims and explain how those activities benefit your target population.

As stated previously, while this program serves all victims of crime in the Village of Wheeling, there are several target populations where specific services will be offered. This program focuses mainly on the area of family violence as these types of crimes are the most common in our area. Services to these victims will include crisis intervention, court advocacy throughout the court process, information and referral to needed resources, court process orientation and preparation, transportation to and from court dates, referrals for counseling and medical services when needed, victim compensation orientation and advocacy, victim impact statement preparation assistance, etc. Other specialized services available for the Spanish speaking community will include the Platicas women's support group which meets monthly and has provided many women with information and support throughout their court process and beyond. As we work more and more with the elder population, our services will include additional support groups for older adults dealing with family violence, exploitation, and caregiver abuse.

2. Explain how the issues or barriers to the implementation of the program that you listed above in Section V, question 2, will be addressed during the new program period?

The barriers listed in the question above have been addressed. Our program will continue to monitor referrals and officer collaboration. Staff will continue participating in the Family Violence Coordinating Council and the various committees at the courthouse to continue to improve the court experience for victims.

3. What training needs have you identified for the staff funded under this program?

The Victim Services Coordinator will need to continue to participate in continuing education programming to maintain her national certification. She will attend local trainings as funding allows and will apply for scholarships for the national and statewide training and conference opportunities.

4. How will you address those training needs? If unable to address those needs, please explain why.

There will be funding in the 2015 budget for attendance at the National Victim Assistance conference. The VSC will also apply for scholarships for the statewide Victim Assistance Academy, as she has in the past.

5. If VOCA funds were not available, has your organization developed a plan for the continuation of this program? Please explain.

While the Victim Services Coordinator specifically deals with victims of crime, other staff in our department are also trained in providing these services. If the VOCA funding for the Victim Services Coordinator were to cease, the services, while reduced in scope, would continue to be provided to residents of the Village of Wheeling. The reduction in scope may include less court advocacy, as this is a very time consuming part of the Victim Services Coordinators position. This will have a negative effect on the clients in need of this service as there are very limited resources for court advocacy at the actual courthouse.

VII. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the VOCA funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Activity	Month Begun	Month Completed	Personnel Responsible	Frequency
<i>Example: Distribute Brochures</i>	<i>Month 1</i>	<i>Ongoing</i>	<i>Volunteers</i>	<i>As needed</i>
<i>Example: Hire Medical Advocate</i>	<i>Month 1</i>	<i>Month 2</i>	<i>Coordinator</i>	<i>N/A</i>
<i>Example: Provide Support Groups</i>	<i>Month 2</i>	<i>Month 12</i>	<i>Advocate</i>	<i>Weekly</i>
Provide Court Advocacy	Month 1	Month 12	Victim Services Coordinator	As needed
Provide Support Group	Month 1	Month 12	Victim Services Coordinator	Monthly
Quarterly Report Preparation and Completion	Month 4	Month 12	Director of Human Services	Quarterly
Provide Crisis Intervention	Month 1	Month 12	Victim Services Coordinator	As needed
Provide Follow-up Contact with client	Month 1	Ongoing	Victim Services Coordinator	As needed
Provide Emergency Legal Advocacy	Month 1	Ongoing	Victim Services Coordinator	As needed
Provide Personal Advocacy	Month 1	Ongoing	Victim Services Coordinator	As needed
Provide Telephone, In-Person, or mail information and referral services	Month 1	Ongoing	Victim Services Coordinator	As needed
Distribute promotional flyers for support group and victim services	Month 1	Ongoing	Victim Services Coordinator and Volunteers	As needed

INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #200, Chicago, Illinois 60606.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit
Initial Cash Request

On behalf of _____

I am requesting an initial cash request of \$ _____ as permitted in Interagency Agreement # _____

Signature of Authorized Official

Date

Title

Program Name

Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Designation Amount: \$ _____

Grant Program Performance Period

From: _____ To: _____

Requested Disbursal \$ _____

Approved by: _____

Date _____

Supervisor Approved by: _____

Date _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Purchase of One (1) Half-Ton Pick-Up and Two (2) One-Ton Dump Trucks from Currie Motors.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution accepting Suburban Purchasing Cooperative's (SPC) contract for the purchase of one (1) half-ton pick-up and two (2) one-ton dump trucks through Currie Motors of Frankfurt, Illinois for a not-to-exceed amount of \$115,272.00.

BUDGET²: Included in the 2016 CERF budget.

BIDDING³: Publicly bid through the SPC.

EXHIBIT(S) ATTACHED: Memo, Exhibit, Resolution, Contract

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 A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 21, 2016
SUBJECT: Replacement of three (3) Public Works vehicles

EXECUTIVE SUMMARY

Public Works is recommending acceptance of the Suburban Purchasing Cooperative's Contract for the purchase of one (1) half-ton pickup truck and two (2) one-ton dump trucks in the amount not-to-exceed \$115,272.00. Funding for the purchase of these vehicles has been planned and provided for in the Capital Equipment Replacement Fund (CERF).

Public Works attempts to extend the full life of its vehicles and equipment through careful use and the skill of its maintenance personnel. Last year, completion of the annual evaluation of our fleet revealed that one (1) half-ton pickup truck and two (2) one-ton dump trucks qualified for replacement; it is our opinion that replacement of these vehicles is necessary at this time. Please note that prior to 2008, our asset replacement schedules were based solely on the chronological age and/or mileage of a vehicle or piece of equipment. While we still maintain a chronological placeholder (recommended number of years/miles/hours) for replacement of each vehicle asset, Fleet Services now utilizes a point-based evaluation method that grades assets using seven different categories including the cost of ownership and maintenance of vehicles and equipment. Using this system, an asset that achieves a score of 33 or higher is a candidate for immediate replacement. As evidenced in Exhibit 1 attached to this memorandum, the average score of the proposed replacement vehicles is 38.2 and the average age in years is 16.2. These particular vehicles have scored above 33 for the last couple of years, however staff has held off requesting replacements until now in order to further extend department usage.

Exhibit 1 shows a yearly breakdown of maintenance and repair costs for each of the recommended replacement vehicles. The years circled in red indicate the original suggested chronological replacement year. While these units have been fairly reliable during the past few years, the graph data indicates the increasingly higher maintenance costs that Fleet has experienced and provides the

main reason for replacement. These vehicles are an integral and necessary part of operations during all seasons at Public Works.

The SPC-approved vehicle vendor for 2017 is Currie Motors located in Frankfort, Illinois. The chassis for the one-ton trucks will be the Ford F-450, with the dump bodies provided and installed by Monroe Truck Equipment, located in Monroe, Wisconsin. Both dump trucks will be replacing existing Street/Forestry division vehicles, with one new truck with an 11' dump body and the other dump truck with a 9' body, both with drop sides reflecting Fleet Division specifications. The reason for the longer dump body is to accommodate logs resulting from tree trimming or removals. Drop sides do not currently exist on Public Works one ton dump trucks, and will allow for more efficient work routines. The one half-ton 4x4 pickup truck is replacing a Building Services Division vehicle, and will be a standard Ford F-250 featuring the new lightweight, corrosion-resistant aluminum cab. Production of these vehicle models is scheduled to begin in August; delivery of these vehicles is expected in early 2017. All of these vehicles will also be used for snow plowing events.

The Village has had a long and successful relationship with the Suburban Purchasing Cooperative and their Joint Purchasing Program. The SPC specifies and solicits bids for vehicles and equipment that closely match the needs of local municipalities throughout the Chicagoland area. Currie Motors has consistently been the successful qualified low bidder, and they have provided excellent service both before and after the sale. For this particular purchase, SPC Contract 142 concerns the one-half ton pick-up truck, and Contract 145 the one-ton dump truck.

Funding for the purchase of these vehicles has been planned and provided for in the Capital Equipment Replacement Fund (CERF), and therefore Public Works recommends that the Village purchase the three (3) replacement vehicles as specified through the approved SPC vendor, Currie Motors in the amount not-to-exceed \$115,272.00.

Please contact Superintendent Spratt or myself with any questions.

RESOLUTION NO. 16-_____

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) HALF-TON PICK-UP AND TWO (2) ONE-TON DUMP TRUCKS FROM CURRIE MOTORS

WHEREAS, an annual evaluation of the Public Works fleet revealed that one (1) half-ton pick-up and two (2) one-ton dump trucks qualified for replacement; and

WHEREAS, the subject vehicles are an integral and necessary part of Public Works operations during all seasons; and

WHEREAS, competitive bids for different types of municipal vehicles were solicited and reviewed by the Suburban Purchasing Cooperative (SPC), and subsequently issued contracts for different vehicles with Currie Motors of Frankfurt, Illinois; and

WHEREAS, the Village has had a long and successful relationship with the SPC and their joint purchasing program that historically has provided favorable pricing on numerous items to municipalities; and

WHEREAS, the purchase of the described vehicles for the Utility and Forestry/Street divisions have been included in the Fiscal Year 2016 CERF budget for the past three (3) years; and

WHEREAS, Public Works deems it to be in its best interest to participate in the publicly bid SPC contracts for the purchase of one (1) half-ton pick-up and two (2) one-ton dump trucks;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to enter into a contract with Currie Motors of Frankfurt, Illinois, for the purchase of one (1) half-ton pick-up and two (2) one-ton dump trucks in the amount not-to-exceed \$115,272.00.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Vito _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Lang _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

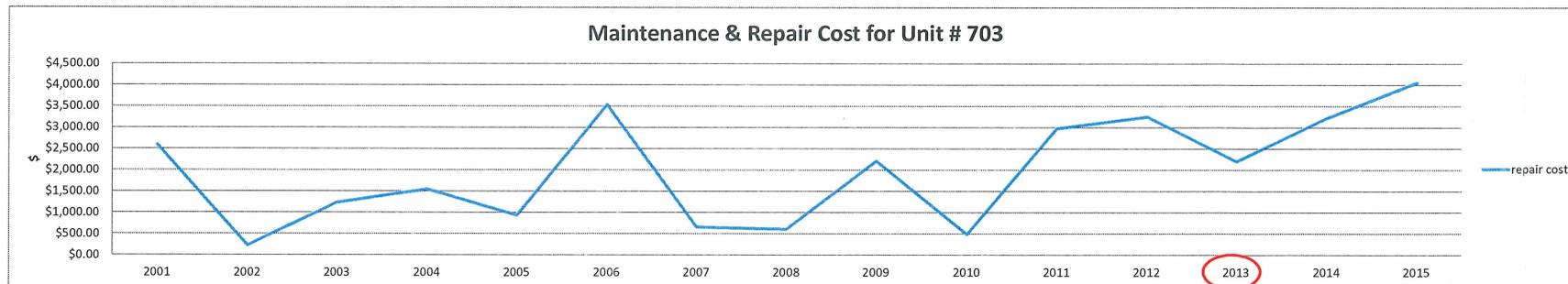
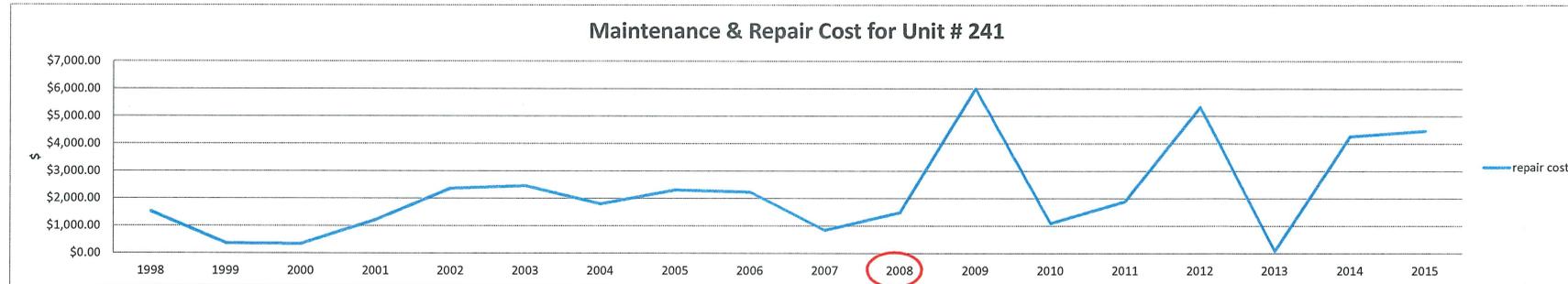
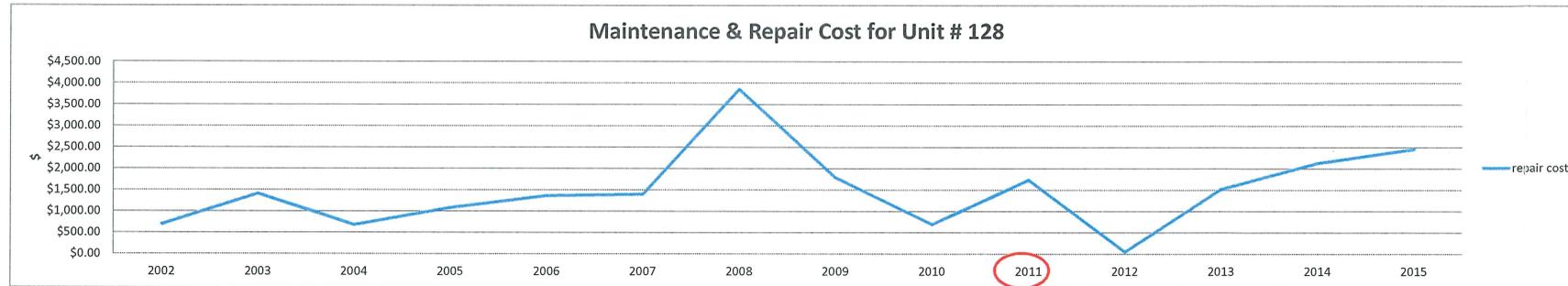
Elaine E. Simpson
Village Clerk

EXHIBIT 1

VEHICLE GRADING

UNIT #	DEPT NAME	MAKE / MODEL / DESCRIPTION	Model Year	Current Miles	Date In Service	Repl Cost	Orig Target Life-cycle Yrs.	Cur Age In Yrs.	Ave. Annual Useage	Useage Last 12 Months	Orig Rplc Year	Lifetime Maint & Repair	Depreciation		TOTAL	Cost Mile/Hour YTD	Cost Mile/Hour LTD	Downtim e Hrs. Last 12 Months	Mech Repairs Needed \$	Body Repairs Needed \$	AGE	MILES / HOURS	TYPE OF SERVICE	RELIABILITY	M&R Costs	Mechanical Condition	Physical Condition	Total Score
													One point for each year of chronological age 1.5 for Patrol Vehicles	One point for each 10,000 miles -1.5 for patrol							1 to 5 Points based upon severity of service	1,3, 5 Points based on time vehicle is unavailable	based on % of M&R costs VS Purchase	1-5 Points Drive-Train & Electrical	Condition Rust Interior			
703	Building Services	Dodge Ram 1/2 Ton 4X4 Pickup	2001	38,562	6/28/2001	28,000	10	15	2,571	3,080	2011	\$30,817	\$12,812	\$23,726	\$67,355	\$0.77	\$1.75	10.5	\$1,400	\$1,500	15	3.8	3	3	5	3	4	36.8
128	Street Division	Ford 1 Ton dump	2001	54,348	2/24/2001	45,000	10	15.3	3,543	5,564	2011	\$23,357	\$15,409	\$33,085	\$71,851	\$0.24	\$1.33	18.5	\$2,000	\$2,000	15.3	5.4	3	3	3	3	4	36.7
241	Forestry Division	Chevrolet 1 Ton Dump	1998	48,875	3/21/1998	45,000	10	18.3	2,678	2,360	2008	\$41,403	\$13,643	\$30,856	\$85,902	\$1.14	\$1.76	50	\$500	\$500	18.3	4.8	3	3	5	4	3	41.1

MAINTENANCE AND REPAIR COSTS BY YEAR





Agency Name & Address	<u>Village of Wheeling</u> <u>2 Community Blvd.</u> <u>Wheeling, IL 60090</u>
Contact Name	<u>Chuck Spratt</u>
Phone Number	<u>847-279-6961</u>
Purchase Order Number	<u></u>
Fleet Identification Number	<u>QM266</u>
Tax Exempt Number	<u>E9998-1130-06</u>
Total Dollar Amount	<u>\$25,536</u>
Total Number of Units	<u>1</u>
Delivery Address	<u>77 W. Hintz Road</u> <u>Wheeling, IL 60090</u>

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

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

IF WE HAVE MISSED AN OPTON, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM



2017 Ford F-250 XL 4X2 Standard Equipment

6.2L 2-valve SOHC EFI V8 gas flex fuel
 6-Speed Automatic with Select Shift
 4-Wheel Disc Brakes
 Fron/Rear Black Painted Bumpers
 Solar Tint Glass
 Tailgart-removable w/Key Lock
 3-Blink Lane Change Signal
 Front tow Hooks
 Trailer Tow Package
 Trailer Sway Control
 17" Argent Steel Wheels
 5-LT245/75Rx17EBSW Tires
 8' Bed Pickup box Lamp
 157 Amp Heavy duty alternator
 650 CCA 72AH Battery

Oil minder System
 Twin I-Beam Front axle w. coil spring suspension
 H.D. Gas Shock Absorbers
 Front Stabilizer Bar
 Air Conditioner - Manual
 Dome Lamp
 AM/FM/Clock
 Manual Door Locks & Windows
 Intermittent Windshield Wiper
 Advance Trac with Roll Stability Control
 Driver and Passenger Front & Side Airbag/
 Curtin
 Passenger Side Deactivation Switch
 Free delivery within 50 miles of Dealership

Base Price

\$20,198

Optional Equipment:

4x4 with manual transfer case	\$2,875.00
Limited slip axle	\$359.00
Tires - LT245/75Rx17E BSW A/T	\$152.00
Skid plates	\$92.00
Tailgate Step	\$345.00
Snow plow prep package	\$79.00
Platform Running Boards	\$295.00
Upfitter switches	\$152.00
SYNC	\$336.00
Daytime Running Lights	\$41.00
Exterior Color School Bus Yellow	\$612.00

TOTAL

\$25,536

Exterior Color Schoolbus Yellow



ALL NEW
2017 FORD F-250
XL 4X2 PICK UP
Contract# 142



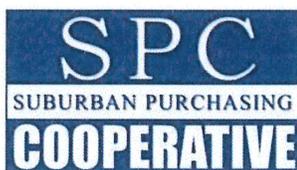
Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

Production Starts 7/11/2016
GOOD THRU: March 17, 2017
(2016 Models In Stock For Immediate Delivery)





Currie Motors Frankfort

SPC Contract Winner

ALL NEW

2017 FORD F-250

XL 4x2 PICK UP

Call Tom Sullivan (815) 464-9200

Standard Package: \$20,198.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8
(Flex Fuel)
6-Speed Automatic w/ Select Shift
4-Wheel Disc Brakes
Front/Rear Black Painted Bumpers
Solar Tint Glass
Tailgate-Removable w/ Key Lock
3-Blink Lane Change Signal
Front Tow Hooks
Trailer Tow Package
Trailer Sway Control
17" Argent Steel Wheels
5 - LT245/75Rx17EBSW Tires
8' Bed Pickup Box Lamp
157 Amp Heavy Duty Alternator
650 CCA 72AH Battery

Oil minder System
Twin I-Beam Front Axle w. coil spring
suspension
H.D. Gas Shock Absorbers
Front Stabilizer Bar
Air Conditioner – Manual
Dome Lamp
AM/FM/Clock
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side
Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

Production Starts 7/11/2016

GOOD THRU: 03/17/2017

(2016 Models In Stock For Immediate Delivery)



Options – Body Style

<input type="checkbox"/>	Super Cab with 6 ¾' Bed	2370.00
<input type="checkbox"/>	Crew Cab with 6 ¾' Bed	3440.00
<input type="checkbox"/>	8' Bed on Super/Crew Cab	262.00

Options – Powertrain

<input checked="" type="checkbox"/>	6.2L V8 with 6-speed Automatic	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel	7908.00
<input checked="" type="checkbox"/>	4x4 with Manual Transfer Case	2875.00
<input checked="" type="checkbox"/>	Limited Slip Axle	359.00
<input type="checkbox"/>	98F Gaseous Prep (does not include Conversion)	289.00
<input type="checkbox"/>	62R PTO Provision (available with 6.7L Engine)	239.00
<input type="checkbox"/>	213 Electronic Shift On the Fly (requires 4x4 with manual transfer case)	158.00
<input type="checkbox"/>	41H Engine Block Heater	64.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing)	231.00
<input type="checkbox"/>	67B Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/>	67E Extra Heavy Duty Alternator	79.00
<input type="checkbox"/>	98R Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1,105.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1,940.00

Options – Wheels/Tires

<input type="checkbox"/>	64W 17" Sparkle Silver Painted Cast Aluminum Wheels	552.00
<input type="checkbox"/>	TBK LT245/75Rx17E BSW A/S (4x2)	STD
<input type="checkbox"/>	TD8 LT245/75Rx17E BSW A/S Plus (4x4)	STD
<input checked="" type="checkbox"/>	TBM LT245/75Rx17E BSW A/T	152.00
<input type="checkbox"/>	TDX LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
<input type="checkbox"/>	512 Full Size Spare with Box Delete	272.00
<input type="checkbox"/>	51X Spare Tire Delete with Pickup	-73.00

Options - Functional

<input checked="" type="checkbox"/>	41P Skid Plates	92.00
<input type="checkbox"/>	874 Ultimate Trailer Tow Camera System <ul style="list-style-type: none"> ▪ Rear View Camera ▪ Rear CHMSL Camera ▪ 360° Camera System ▪ Reverse Guidance Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
<input type="checkbox"/>	592 LED Roof Marker Lights	73.00
<input checked="" type="checkbox"/>	85G Tailgate Step	345.00
<input type="checkbox"/>	85S Tough Bed Spray-In Liner	456.00



<input type="checkbox"/> 43B	Rear Defroster (requires privacy glass)	56.00
<input type="checkbox"/> 924	Privacy Glass	27.00

Options - Groups/Packages

<input type="checkbox"/> 96V	XL Value Package <ul style="list-style-type: none"> ▪ Cruise Control ▪ AM/FM/CD/Clock 	663.00
<input type="checkbox"/> 17S	STX Appearance Package <ul style="list-style-type: none"> ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires 	1085.00
<input type="checkbox"/> 90L	Power Equipment Group <ul style="list-style-type: none"> ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim 	<input type="checkbox"/> Regular Cab: 841.00 <input type="checkbox"/> Crew/Super: 1035.00
<input type="checkbox"/> 17X	Fx4 Off Road Package <ul style="list-style-type: none"> ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank Skid Plates N/A with Pickup Box Delete Requires 4x4, All Terrain Tires and locking differential	272.00
<input checked="" type="checkbox"/> 473	Snow Plow Prep Package (Requires 4x4) <ul style="list-style-type: none"> ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator 	79.00
<input type="checkbox"/> 47B	Snow Plow/Camper Package <ul style="list-style-type: none"> ▪ Upgraded front springs for snow plow ▪ Extra Heavy Duty Alternator ▪ Rear Auxiliary Springs ▪ Rear Stabilizer Bar (SRW Only) ▪ Slide-In Camper Certification 	225.00
<input type="checkbox"/> 535	F250 Trailer Tow Package – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> ▪ Increased GCW to 25700 LBS ▪ Max Front Springs ▪ Upgraded Axle 	1039.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00



Options – Interior

<input type="checkbox"/> 43C	110V/400W Outlet		69.00
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)		231.00
<input checked="" type="checkbox"/> 18A	Upfitter Interface Module		272.00
<input type="checkbox"/> 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete		69.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors 		56.00
<input type="checkbox"/> 66L	LED Box Lighting		56.00
<input type="checkbox"/> 53W	5 th Wheel Gooseneck Prep		341.00
<input checked="" type="checkbox"/> 18B	Platform Running Boards	<input checked="" type="checkbox"/> Regular Cab <input type="checkbox"/> Super / Crew Cab	295.00 341.00

Options – Exterior

<input type="checkbox"/> 871	Rearview Camera – Displays in Rearview Mirror (Requires XL Value Package)		34.00
<input type="checkbox"/> 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package)		184.00
<input type="checkbox"/> 76J	Remote Start (Requires Power Equipment Group)		180.00
<input type="checkbox"/> 76R	Reverse Sensing System		225.00
<input checked="" type="checkbox"/> 66S	Upfitter Switches		152.00
<input checked="" type="checkbox"/> 91M	SYNC System		336.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)		105.00

Options – Fleet

<input type="checkbox"/> 17F	XL Décor Group		203.00
<input type="checkbox"/>	A/C Delete (N/A with Power Equipment Groups)		-726.00
<input type="checkbox"/> 525	Cruise Control		216.00
<input checked="" type="checkbox"/> 942	Daytime Running Lights		41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR		-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR		-180.00
<input type="checkbox"/> 585	AM/FM/CD		253.00
<input type="checkbox"/> 87T	Ford Telematics		736.00

Options – Accessories

<input type="checkbox"/> 52R	Stow / Load Ramps		736.00
<input type="checkbox"/> 91S	LED Warning Strobes		603.00
<input type="checkbox"/> 85L	Drop-In Bed Liner		323.00
<input type="checkbox"/> 61M	Wheel Well Liner		165.00



<input type="checkbox"/>	85M	Bed Mat	139.00
<input type="checkbox"/>	61S	Front/Rear Splash Guards	119.00
<input type="checkbox"/>	76C	Back Up Alarm	128.00
<input type="checkbox"/>		Rustproofing & Undercoating	395.00
<input type="checkbox"/>		4 Corner Strokes (Requires Upfitter Switches)	795.00
<input type="checkbox"/>		8' Steel Service Body – White Finish	5,895.00
<input type="checkbox"/>		7'6" Western Snow Plow	4,795.00
<input type="checkbox"/>		7'6" Boss Snow Plow	4,795.00
<input type="checkbox"/>		Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>		Snow Deflector	295.00
<input type="checkbox"/>		Detailed CD Rom Shop Manual	325.00
<input type="checkbox"/>		Delivery More than 50 Miles	185.00
<input type="checkbox"/>		License & Title – M Plates	103.00

Exterior

<input type="checkbox"/>	Race Red	
<input type="checkbox"/>	Blue Jeans Metallic	
<input type="checkbox"/>	Caribou	
<input type="checkbox"/>	Shadow Black	
<input type="checkbox"/>	Magnetic	
<input type="checkbox"/>	Ingot Silver Metallic	
<input type="checkbox"/>	Oxford White	
<input checked="" type="checkbox"/>	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	85.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl-No Armrest Included (Regular Cab Only)	303.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- No Armrest Included	438.00

Please enter the following:



Please enter the following:

Agency Name & Address	Village of Wheeling _____ 2 Community Blvd. _____ Wheeling, IL 60090 _____
Contact Name	Chuck Spratt _____
Phone Number	847-279-6961 _____
Purchase Order Number	_____ _____
Fleet Identification Number	QM266 _____
Tax Exempt Number	E9998-1130-06 _____
Total Dollar Amount	\$89,736 _____
Total Number of Units	2 _____
Delivery Address	77 W. Hintz Road _____ Wheeling, IL 60090 _____

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

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

IF WE HAVE MISSED AN OPTON, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM



ALL NEW
2017 FORD F-450
XL 4X2 CHASSIS CAB
Contract# 145



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

Production Starts 8/15/2016
GOOD THRU: March 17, 2017
(2016 Chassis In Stock)





Currie Motors Frankfort

SPC Contract Winner

ALL NEW

2017 FORD F-450

XL 4x2 CHASSIS CAB

Call Tom Sullivan (815) 464-9200

Standard Package: \$28,921.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.8L 3 Valve Gasoline SOHC V-10

6-Speed Automatic w/ Select Shift

4-Wheel Disc Brakes

Front Black Painted Bumpers

Solar Tint Glass

Front Splash Guards

3-Blink Lane Change Signal

Front Tow Hooks

19.5" Argent Steel Wheels

4 - LT225/70Rx19.5GBSW Tires

240 Amp Heavy Duty Alternator

Oil minder System

Mono-Beam Front Axle w. coil
spring suspension

H.D. Gas Shock Absorbers

Front/Rear Stabilizers

Air Conditioner – Manual

Dome Lamp

AM/FM/Clock

Manual Door Locks & Windows

Intermittent Windshield Wiper

Advance Trac with Roll Stability
Control

Driver and Passenger Front & Side
Airbag/Curtain

Passenger Side Deactivation Switch

Free delivery within 50 miles of
dealership

Production Starts 8/15/2016

GOOD THRU: 03/17/2017

(2016 Chassis In Stock)



Options – Body Style

<input type="checkbox"/>	Super Cab 60” Cab to Axle	2370.00
<input type="checkbox"/>	Crew Cab 60” Cab to Axle	3440.00
<input type="checkbox"/>	84” Cab to Axle Super/Crew Cab	262.00

Options – Engine, Transmission, Powertrain

<input checked="" type="checkbox"/>	6.8L V-10 with 6-speed Automatic (Includes Gaseous Prep)	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel with 6 Speed Automatic	7908.00
<input checked="" type="checkbox"/>	4x4 with Manual Transfer Case	2875.00
<input checked="" type="checkbox"/>	Limited Slip Axle	332.00
<input type="checkbox"/> 62R	PTO Provision	239.00
<input type="checkbox"/> 213	Electronic Shift On the Fly 4x4 (N/A with 6.8L Engine, Requires 4x4 with manual transfer case)	158.00
<input type="checkbox"/> 41H	Engine Block Heater	64.00
<input type="checkbox"/>	Engine Idle Shut Down	231.00
<input type="checkbox"/> 67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/> 98R	Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/> 65M	28.5 Gallon Mid Ship Tank	115.00
<input type="checkbox"/> 65C	Dual Tanks (Requires Diesel Motor)	575.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1,595.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	2,750.00

Options – Wheels/Tires

<input type="checkbox"/> TFB	LT225/70Rx19.5G BSW A/S	STD
<input checked="" type="checkbox"/> THB	LT225/70Rx19.5G BSW Traction	175.00
<input type="checkbox"/> TBM	LT225/70Rx19.5G BSW Max Traction	197.00
<input type="checkbox"/> 512	Spare Tire and Wheel	272.00
<input type="checkbox"/> 945	Stainless Steel Wheel Covers	377.00

Options - Functional

<input type="checkbox"/> 63C	AFT-Axle Frame Extension (Regular Cab Only)	105.00
<input checked="" type="checkbox"/> 41P	Skid Plates	92.00
<input type="checkbox"/> 61J	Jack – 6 Ton	51.00
<input type="checkbox"/> 43B	Rear Defroster (requires privacy glass)	56.00
<input type="checkbox"/> 924	Privacy Glass	27.00

Options - Groups/Packages

<input type="checkbox"/> 96V	XL Value Package <ul style="list-style-type: none"> ▪ Cruise Control ▪ AM/FM/CD/Clock 	663.00
<input type="checkbox"/> 90L	Power Equipment Group <ul style="list-style-type: none"> ▪ Heated power mirrors with integrated clearance lamps/turn signals 	<input type="checkbox"/> Regular Cab: 841.00 <input type="checkbox"/> Crew/Super: 1035.00



	<ul style="list-style-type: none"> ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim 	
<input checked="" type="checkbox"/> 473	Snow Plow Prep Package <ul style="list-style-type: none"> ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator 	79.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00
<input checked="" type="checkbox"/>	Trailer Package	249.00

Options – Interior

<input type="checkbox"/> 43L	110V/400W Outlet	69.00
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input checked="" type="checkbox"/> 18A	Upfitter Interface Module	272.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors 	56.00
<input type="checkbox"/> 63A	Utility Lighting System (Requires Power Equipment Group)	148.00
<input type="checkbox"/> 18B	Platform Running Boards	<input type="checkbox"/> Regular Cab 295.00 <input type="checkbox"/> Super / Crew Cab 341.00

Options – Exterior

<input type="checkbox"/> 872	Rearview Camera Prep Kit – Displays in Rearview Mirror (Requires XL Value Package)	381.00
<input type="checkbox"/> 76J	Remote Start (Requires Power Equipment Group)	180.00
<input type="checkbox"/> 76R	Reverse Sensing System	225.00
<input checked="" type="checkbox"/> 91M	SYNC System	336.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	105.00

Options – Fleet

<input type="checkbox"/> 17F	XL Décor Group	203.00
<input type="checkbox"/>	A/C Delete (N/A with Power Equipment Groups)	-726.00
<input type="checkbox"/> 525	Cruise Control	216.00
<input type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete	-180.00
<input type="checkbox"/> 585	AM/FM/CD	253.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

Options – Accessories

<input type="checkbox"/> 52R	Stow / Load Ramps	736.00
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<input type="checkbox"/>	91S LED Warning Strobes (Requires CHMSL)	603.00
<input type="checkbox"/>	76C Back Up Alarm	128.00
<input type="checkbox"/>	Rustproofing & Undercoating	395.00
<input type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)	795.00
<input type="checkbox"/>	9' Electric Hydraulic Dump Body – Black Finish (Requires hitch plate)	6,895.00
<input type="checkbox"/>	9' Steel Service Body – White Finish	7,185.00
<input type="checkbox"/>	8'6" Western Snow Plow	5,095.00
<input type="checkbox"/>	8'6" Boss Snow Plow	5,095.00
<input type="checkbox"/>	Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>	Snow Deflector	295.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	325.00
<input type="checkbox"/>	Delivery More than 50 Miles	185.00
<input type="checkbox"/>	License & Title – M Plates	103.00

Exterior

<input type="checkbox"/>	Race Red	
<input type="checkbox"/>	Blue Jeans Metallic	
<input type="checkbox"/>	Caribou	
<input type="checkbox"/>	Shadow Black	
<input type="checkbox"/>	Magnetic	
<input type="checkbox"/>	Ingot Silver Metallic	
<input type="checkbox"/>	Oxford White	
<input type="checkbox"/>	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl- No Armrest Included – Regular Cab Only	303.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- No Armrest Included	438.00



2017 Ford F-450 XL 4X2 Chassis Cab

6.8L 3-valve SOHC EFI V10 gasoline
 6-Speed Automatic with Select Shift
 4-Wheel Disc Brakes
 Front Black Painted Bumpers
 Solar Tint Glass
 Front Splash Guards
 3-Blink Lane Change Signal
 Front tow Hooks
 19.5" Argent Steel Wheels
 4-LT225/70Rx19.5GBSW Tires
 240 Amp Heavy duty alternator
 Oil minder System
 Mono-Beam Front Axle w. coil Spring suspension

H.D. Gas Shock Absorbers
 Front/Rear Stabilizers
 Air Conditioner - Manual
 Dome Lamp
 AM/FM?Clock
 Manual Door Locks & Windows
 Intermittent Windshield Wiper
 Advance Trac with Roll Stability Control
 Driver and Passenger Front & Side Airbag/
 Curtin
 Passenger Side Deactivation Switch
 Free delivery within 50 miles of Dealership

Base Price **\$28,921**

Optional Equipment:

4x4 with manual transfer case	\$2,875.00
Limited slip axle	\$332.00
Tires - LT245/75Rx17E BSW A/T	\$175.00
Skid plates	\$92.00
Snow plow prep package	\$79.00
Upfitter Interface Module	\$272.00
Sync System	\$336.00
Heavy Service Front Suspension	\$115.00
Trailer Package	\$249.00
Exterior Color School Bus Yellow	\$612.00

TOTAL **\$34,058**

DUMP BODY

MTE-ZEE **11'**, MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY
 3/16" FLOOR, 12 GA. SIDES & ENDS, 16" H SII
 50,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION & FLOOR
 HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
 INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
 WESTERN-STYLE UNDERSTURCTURE WITH 10 GAUGE LONG-MEMBERS
 SINGLE LEVER REVERSE, QUICK DROP TAILGATE
 L.E.D. FMVSS108 LIGHTS & REFLECTORS
 RUBBER REAR FLAPS
 UNDERCOATED & 100% DURABLE POWDER COATED SCHOOL BUS YELLOW
 DOUBLE ACTING ELECTRIC HOIST
 2-1/2" RECEIVER IN 1/2" PLATE - 1800 TONGUE CPACITY / 18,000 TOWING CAPACITY
 7 WAY RV - 4 WAY FLAT COMBO TRAILER RECEPTACLE
 (2) SHOVEL HOLDERS - ONE MOUNTED TO EACH SIDE
 (2) WHELEN LED AM BER MINI STROBES MOUNTED TO THE REAR CORNER POSTS OF THE DUMP BODY
 WHELEN LED AMBER MINI LIGHT BAR MOUNTED TO A SELF LEVELING BRACKET ON THE CAB SHIELD OF THE DUMP

DUMP BODY AS SPECIFIED **\$11,005**

Total Chassis & Body **\$45,063**



QUOTATION
 Monroe Truck Equipment
 1051 W 7th Street
 Monroe, WI 53566
 Phone: 608-329-8103
 Fax: 608-329-8521
 Email: bsmith@monroetruck.com
www.monroetruck.com

Quote Number: 9BES002473
 Job Order Number:
 Quote Date: 7/1/2016
 Quote valid until: 7/31/2016
 Terms: NET 30
 Salesperson: PETRIZZO, PETE
 Quoted By: Bob Smith

Customer: CURRIE MOTORS-FRANKFORT,
 (2134450)
 9423 W LINCOLN HWY
 FRANKFORT, IL 60423

Contact: SHERYL AP- PH-708-479-1100
 Phone: 815-464-9200 Fax: 815-464-5182
 Email:

Dealer Code: 41431
 P.O. Number:

REASSIGN (Required for pool units): Fleet Retail

MSO/MCO (ONLY check if legally required): MSO MCO

Accepted by: _____ Date: _____
Customer must fill out the information above before the order can be processed.

Chassis Information

Year: 2016	Make: FORD	Model: F-450	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 165.0	F.O. Number #:
			Vin:	

Comments: VILLAGE OF WHEELING

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
-------------	--------

MTE-ZEE 11', MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY
 - 3/16" FLOOR, 12 GA. SIDES & ENDS, 16" H SIDES, 22" H TAILGATE
 - 50,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION & FLOOR
 - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
 - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
 - WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
 - SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
 - LED FMVSS108 LIGHTS & REFLECTORS
 - RUBBER REAR FLAPS
 - UNDERCOATED & 100% DURABLE POWDER COATED SCHOOL BUS YELLOW

DOUBLE ACTING ELECTRIC HOIST

2-1/2" RECEIVER IN 1/2" PLATE
 - 1800 TONGUE CAPACITY / 18,000 TOWING CAPACITY

7 WAY RV 4 WAY FLAT COMBO TRAILER RECEPTACLE

(2) SHOVEL HOLDERS
 - ONE MOUNTED TO EACH SIDE

(2) WHELEN LED AMBER MINI STROBES MOUNTED TO THE REAR CORNER POSTS OF THE DUMP BODY

WHELEN LED AMBER MINI LIGHT BAR MOUNTED TO A SELF LEVELING BRACKET ON THE CAB SHIELD OF THE DUMP BODY

Quote Total: \$11,005.00

Additional Options:

DESCRIPTION

AMOUNT

ADD TO QUOTE

Yes / No

Notes:

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable.
- ◆ Restocking fees may be applicable for cancelled orders.



2017 Ford F-450 XL 4X2 Chassis Cab

6.8L 3-valve SOHC EFI V10 gasoline
 6-Speed Automatic with Select Shift
 4-Wheel Disc Brakes
 Front Black Painted Bumpers
 Solar Tint Glass
 Front Splash Guards
 3-Blink Lane Change Signal
 Front tow Hooks
 19.5" Argent Steel Wheels
 4-LT225/70Rx19.5GBSW Tires
 240 Amp Heavy duty alternator
 Oil minder System
 Mono-Beam Front Axle w. coil Spring suspension

H.D. Gas Shock Absorbers
 Front/Rear Stabilizers
 Air Conditioner - Manual
 Dome Lamp
 AM/FM?Clock
 Manual Door Locks & Windows
 Intermittent Windshield Wiper
 Advance Trac with Roll Stability Control
 Driver and Passenger Front & Side Airbag/
 Curtin
 Passenger Side Deactivation Switch
 Free delivery within 50 miles of Dealership

Base Price **\$28,921**

Optional Equipment:

4x4 with manual transfer case	\$2,875.00
Limited slip axle	\$332.00
Tires - LT245/75Rx17E BSW A/T	\$175.00
Skid plates	\$92.00
Snow plow prep package	\$79.00
Upfitter Interface Module	\$272.00
Sync System	\$336.00
Heavy Service Front Suspension	\$115.00
Trailer Package	\$249.00
Exterior Color School Bus Yellow	\$612.00

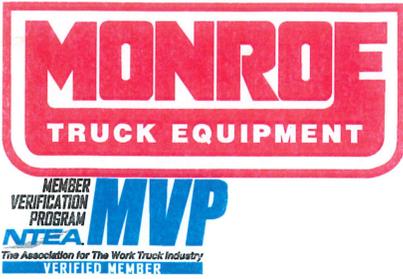
TOTAL **\$34,058**

DUMP BODY

MTE-ZEE 9', MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY
 3/16" FLOOR, 12 GA. SIDES & ENDS, 16" H SII
 50,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION & FLOOR
 HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
 INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
 WESTERN-STYLE UNDERSTURCTURE WITH 10 GAUGE LONG-MEMBERS
 SINGLE LEVER REVERSE, QUICK DROP TAILGATE
 L.E.D. FMVSS108 LIGHTS & REFLECTORS
 RUBBER REAR FLAPS
 UNDERCOATED & 100% DURABLE POWDER COATED SCHOOL BUS YELLOW
 DOUBLE ACTING ELECTRIC HOIST
 2-1/2" RECEIVER IN 1/2" PLATE - 1800 TONGUE CPACITY / 18,000 TOWING CAPACITY
 7 WAY RV - 4 WAY FLAT COMBO TRAILER RECEPTACLE
 (2) SHOVEL HOLDERS - ONE MOUNTED TO EACH SIDE
 (2) WHELEN LED AM BER MINI STROBES MOUNTED TO THE REAR CORNER POSTS OF THE DUMP BODY
 WHELEN LED AMBER MINI LIGHT BAR MOUNTED TO A SELF LEVELING BRACKET ON THE CAB SHIELD OF THE DUMP

DUMP BODY AS SPECIFIED **\$10,615**

Total Chassis & Body **\$44,673**



QUOTATION
 Monroe Truck Equipment
 1051 W 7th Street
 Monroe, WI 53566
 Phone: 608-329-8103
 Fax: 608-329-8521
 Email: bsmith@monroetruck.com
www.monroetruck.com

Quote Number: 9BES002391
 Job Order Number:
 Quote Date: 6/2/2016
 Quote valid until: 7/2/2016
 Terms: NET 30
 Salesperson: PETRIZZO, PETE
 Quoted By: Bob Smith

Customer: CURRIE MOTORS-FRANKFORT,
 (2134450)
 9423 W LINCOLN HWY
 FRANKFORT, IL 60423

Contact: SHERYL AP- PH-708-479-1100
 Phone: 815-464-9200 Fax: 815-464-5182
 Email:

Dealer Code: 41431
 P.O. Number:

REASSIGN (Required for pool units): Fleet Retail

MSO/MCO (ONLY check if legally required): MSO MCO

Accepted by: _____ Date: _____
 Customer must fill out the information above before the order can be processed.

Chassis Information

Year: 2016	Make: FORD	Model: F-450	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase: 141.0	F.O. Number #:
				Vin:

Comments: VILLAGE OF WHEELING

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
-------------	--------

MTE-ZEE 9', MILD STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY
 - 3/16" FLOOR, 12 GA. SIDES & ENDS, 16" H SIDES, 22" H TAILGATE
 - 50,000 PSI YIELD HIGH-STRENGTH STEEL CONSTRUCTION & FLOOR
 - HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CAB SHIELD & TAPERED LASER CUT WINDOW
 - INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
 - WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
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 - L.E.D. FMVSS108 LIGHTS & REFLECTORS
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DOUBLE ACTING ELECTRIC HOIST

2-1/2" RECEIVER IN 1/2" PLATE
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7 WAY RV 4 WAY FLAT COMBO TRAILER RECEPTACLE

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WHELEN LED AMBER MINI LIGHT BAR MOUNTED TO A SELF LEVELING BRACKET ON THE CAB SHIELD OF THE DUMP BODY

Quote Total: \$10,615.00

Additional Options:

DESCRIPTION

AMOUNT

ADD TO QUOTE

Yes / No

Notes:

- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- ◆ State and Federal taxes will be added where applicable.
- ◆ Restocking fees may be applicable for cancelled orders.

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #13.C

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing Change Order No. 1 & Final to the Construction Contract with Kovilic Construction Company, Inc. for the Jackson Drive Lift Station

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: This final Change Order incorporates and serves to document the project's actual final contract quantities compared to the project's estimated design quantities, and establishes the final agreed Contract amount for closing out the project.

BUDGET²: \$16,087.43 reduction.

BIDDING³: Awarded on August 17, 2015.

EXHIBIT(S) ATTACHED: Memorandum, Resolution, Change Order No. 1 & Final.

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 A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 27, 2016
SUBJECT: Change Order #1 & Final
Jackson Drive Lift Station

EXECUTIVE SUMMARY

Approval of Change Order No. 1 & Final for a reduction of \$16,087.43 to the Contract with Kovilic Construction Company, Inc. resulting in a final Contract amount of \$306,632.57 to close out the Jackson Drive Lift Station project.

On August 17, 2015, the Village Board approved Resolution No. 15-89 awarding a contract to Kovilic Construction Company, Inc. in the amount of \$322,720.00 for the installation of a storm sewer lift station on Jackson Drive. This Contract and monetary investment by the Village resulted in excavation of a lift station manhole pit, installation of two pumps, construction of underground storm sewer piping south to Hintz Road, and connection to existing storm sewer piping on Jackson Drive and Hintz Road. The ability to accomplish this project was a combined and concerted effort over a number of years, by Public Works, management staff, and Trustees.

Local intense rain events, in combination with extremely dry ground conditions, have tested the ability of the new lift station to reduce standing water in the Jackson Drive area and proved the value of the Village's investment. Most recently, a four-hour rain event producing over 3" of rain occurred. In the past, an event of this type would fill ditches and block road access for normal vehicles; in this instance, no road closure occurred, ditches drained rapidly, and within 12 hours, virtually no water remained in the Jackson Drive basin. The new lift station operated continually transferring water to Hintz Road while recently maintained storm sewer piping allowed unimpeded water flow to a detention basin farther east.

Due to various unforeseen better-than-expected field conditions, Public Works staff's vigilance concerning contractor work efficiency and costs, plus adjustments to the original Contract scope, this Final Change Order incorporates and serves to document the project's final contract quantities with the original awarded Contract, and establishes the final agreed upon contract amount.

Public Works recommends approval of this Change Order #1 and Final, a decrease of \$16,087.43 or approximately 5% to the original Contract, resulting in a final Contract amount of \$306,632.57.

With your concurrence, please include this item on the August 1, 2016 Board meeting agenda.



Jackson Drive Lift Station

CIP Project No. 15.4200.07

Change Order No. 1 & Final

Payable To:
Kovilic Construction

No.	Description	Awarded			Changed	Change Order Reduction/Addition	
		Quantity	Unit	Values	Qty	Unit Price	Values
1	24-in Dia. PVC Storm Sewer Removal	30	LF	\$ 1,500.00		\$ 50.00	\$ -
2	Hot-Mix Asphalt Pavement Removal & Replacement (Full Depth)	30	SY	\$ 2,700.00	22.20	\$ 90.00	\$ 1,998.00
3	Gravel Driveway Apron Removal & Replacement	10	SY	\$ 500.00	(3.56)	\$ 50.00	\$ (178.00)
4	Concrete Ditch Removal & Replacement	10	SY	\$ 1,500.00	(7.00)	\$ 150.00	\$ (1,050.00)
5	Removal & Replacement of Unsuitable Material *	20	CY	\$ 2,000.00	(20.00)	\$ 100.00	\$ (2,000.00)
6	Contaminated Waste Disposal *	20	CY	\$ 3,000.00	(20.00)	\$ 150.00	\$ (3,000.00)
7	Storm Sewer - 12-in Dia. HDPE	395	LF	\$ 29,625.00	(3.00)	\$ 75.00	\$ (225.00)
8	Storm Sewer - 24-in Dia. PVC	30	LF	\$ 3,750.00	2.00	\$ 125.00	\$ 250.00
9	Force Main - 8-in Dia. PVC C-900	40	LF	\$ 2,000.00		\$ 50.00	\$ -
10	Connect to Existing Catchbasin	1	LS	\$ 1,000.00		\$ 1,000.00	\$ -
11	Storm Manhole - Type A 48-in with Fram & Lid	2	EA	\$ 8,000.00		\$ 4,000.00	\$ -
12	Lift Station Manhole 84" Wet Well Flat Slab Top & Access Hatch, including backfill, excavation	1	EA	\$ 30,000.00		\$ 30,000.00	\$ -
13	Lift Station Manhole 72" Wet Well Flat Slab Top & Access Hatch, including backfill, excavation	1	EA	\$ 7,500.00		\$ 7,500.00	\$ -
14	Lift Station - Mechanical Piping, Rails, Valves, Fittings	1	EA	\$ 45,000.00		\$ 45,000.00	\$ -
15	Lift Station - Submersible Pumping Equipment	1	EA	\$ 120,000.00		\$ 120,000.00	\$ -
16	Lift Station - Electrical Cabinet, Conc. Pad, Conduit, Wiring, Controls, Metering	1	EA	\$ 20,000.00		\$ 20,000.00	\$ -
17	Trench Backfill	150	CY	\$ 11,250.00	(37.50)	\$ 75.00	\$ (2,812.43)
18	Bituminous Driveway Apron	40	SY	\$ 3,600.00	(6.00)	\$ 90.00	\$ (540.00)
19	Stabilized Construction Entrance	1	EA	\$ 2,000.00		\$ 2,000.00	\$ -
20	Silt Fence	565	LF	\$ 1,695.00	(80.00)	\$ 3.00	\$ (240.00)
21	Inlet Protection	4	EA	\$ 600.00	(1.00)	\$ 150.00	\$ (150.00)
22	Parkway Restoration (Topsoil, Seed & Blanket)	400	SY	\$ 4,000.00	(64.00)	\$ 10.00	\$ (640.00)
23	Traffic Control & Protection	1	LS	\$ 5,000.00		\$ 5,000.00	\$ -
24	Dewatering	1	LS	\$ 1,000.00		\$ 1,000.00	\$ -
25	Mobilization	1	LS	\$ 5,000.00		\$ 5,000.00	\$ -
26	Construction Layout	1	LS	\$ 3,000.00		\$ 3,000.00	\$ -
27	Geotechnical Testing for CCDD Compliance	1	LS	\$ 2,500.00	(1.00)	\$ 2,500.00	\$ (2,500.00)
28	Construction Contingency	1	LS	\$ 5,000.00	(1.00)	\$ 5,000.00	\$ (5,000.00)
				Total		Total	\$ (16,087.43)

Miscellaneous Extras and Credits							Values
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Original Contract Amount							\$ 322,720.00
Total Change Order No. 1							\$ (16,087.43)
Contract Amount After Change Order 1							\$ 306,632.57

RESOLUTION NO. 16-_____

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 & FINAL TO THE CONSTRUCTION CONTRACT WITH KOVICILIC CONSTRUCTION COMPANY, INC. FOR THE JACKSON DRIVE LIFT STATION

WHEREAS, Resolution No. 15-89 awarded a contract to Kovilic Construction Company, Inc. in the amount of \$322,720.00 for installation of a storm sewer lift station at Jackson Drive; and

WHEREAS, due to unanticipated field conditions and cost savings initiatives, this Final Change Order incorporates and serves to document the project's actual final contract quantities compared to the project's estimated design quantities, and establishes the final agreed Contract amount for closing out the project; and

WHEREAS, in order to properly complete and close out this project, Change Order No. 1 & Final authorizes a decrease in the contract price by \$16,087.43, achieved through incorporation of careful monitoring of the contractor's work as well as instituting changes in the performance of work that was determined by Public Works to be in the best interest of the Village; and

WHEREAS, the final Contract amount of \$306,632.57 is approximately five percent less than the originally awarded Contract amount;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that Change Order No. 1 & Final to the contract with Kovilic Construction Company, Inc. for the Jackson Drive Lift Station Improvements as attached hereto is hereby approved.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 15-_____ be passed.

PASSED this _____ day of _____, 2016.

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Change Order

No. 1& Final

Date of Issuance: 06/07/2016

Effective Date: 06/07/2016

Project: Jackson Drive Lift Station	Owner: Village of Wheeling	Owner's Contract No.: 15.4200.07
Contract: 15.4200.07	Date of Contract: 08/17/2015	
Contractor: Kovilic Construction Company, Inc.		Engineer's Project No.: 15.4200.07

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Reconcile design quantities to field quantities.

Attachments (list documents supporting change):

Change order breakdown.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$322,720.00

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$0

Contract Price prior to this Change Order:

\$0.00

[Increase] [Decrease] of this Change Order:

\$16,087.43

Contract Price incorporating this Change Order:

\$306,632.57

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

—Substantial completion (days): _____

—Ready for final payment (days): _____

Contract Times prior to this Change Order:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

—Substantial completion (days or date): _____

—Ready for final payment (days or date): _____

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized

Date: _____

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Approving a Contract with Artistic Holiday Designs for Ground Mounted Holiday Displays in the Amount Not-To-Exceed \$111,230.07.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution approving a contract with Artistic Holiday Designs for outdoor ground mounted holiday displays in pure and green LED lights. Displays will be installed at the four (4) corners of Milwaukee Avenue and Dundee Road.

BUDGET²: FY 2016 General Fund.

BIDDING³: Waiver of competitive bidding is requested.

EXHIBIT(S) ATTACHED: Memorandum, Concept, Resolution, Contract

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 A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 27, 2016
SUBJECT: Ground Mounted Holiday Displays

EXECUTIVE SUMMARY

Staff is recommending waiving competitive bidding and accepting a Contract with Artistic Holiday Designs (“Artistic”) for outdoor ground-mounted holiday displays in the ‘pure white and green’ LED light concept, in an amount not-to-exceed \$111,230.07.

At the July 25, 2016 Workshop meeting, the Village Board was presented with three design concepts for the four corners at Milwaukee Avenue and Dundee Road that involve the installation of new ground-mounted holiday displays. Of the concepts presented, the Board directed Public Works to proceed with the ‘pure white and green’ LED light concept with a slight modification to include a different tree version in both the northeast (Friendship Park) and northwest (Lehmann) corners.

As requested, attached is a revised concept with a Sapin Givre tree in pure white at the northeast corner and Double Cone tree in pure white and green at the northwest corner of Milwaukee Avenue and Dundee Road. The contract total cost is \$111,230.07 for all four corners.

Artistic, based in Broadview, Illinois, has over thirty years of holiday lighting and design experience, specializing in the manufacture and supply of unique European designs to the U.S. market. Recently, the Village approved the purchase of seventy-two custom streetlight pole decorations from Artistic and in addition, Artistic is associated with Holiday Creations, a company that was recently awarded the Village’s publicly bid holiday light installation and removal contract.

Public Works is recommending waiving competitive bidding and accepting a Contract with Artistic for ground-mounted holiday display items using the ‘pure white and green’ concept, in an amount not-to-exceed \$111,230.07. Waiver of the public bid process is recommended due to the uniqueness of the holiday decoration product produced by Artistic; at present, Public Works has not been able to find a company producing a comparable product. Funding will be provided in the FY 2016 General Fund budget, and it is expected that the subject displays will be received by the Village in time for the holiday season. Selected Village-owned ground-mounted displays will be considered for relocation on alternate municipal properties or determined as surplus.

With your concurrence, please include this item on the Monday, August 1, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH ARTISTIC HOLIDAY DESIGNS FOR GROUND-MOUNTED HOLIDAY DISPLAYS IN THE AMOUNT NOT TO EXCEED \$111,230.07

WHEREAS, Public Works currently installs, maintains and removes sixty (61) ground mounted holiday displays at the four (4) corners of Milwaukee Avenue and Dundee Road that, due to age and condition, require replacement; and

WHEREAS, on July 25, 2016, the Board was presented with three (3) design concepts and directed Public Works to proceed with the pure white and green LED light concept, in addition to modifying trees at both the northeast and northwest corners of said location; and

WHEREAS, Artistic Holiday Designs (“Artistic”) was recently awarded a contract for the purchase of seventy-two (72) custom streetlight pole decorations and is associated with Holiday Creations, a company that was also recently awarded a contract for the Village’s holiday lights installation and removal contract; and

WHEREAS, Artistic, based in Broadview, Illinois, provides unique, custom holiday products, that have not been found with other companies; and

WHEREAS, the new displays will not only enhance the properties, but the overall community, further promoting Wheeling’s image; and

WHEREAS, it is in the best interest of the Village to waive competitive bidding and approve a contract with Artistic for ground mounted holiday displays at the four (4) corners of Milwaukee Avenue and Dundee Road; and

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 competitive bidding is waived and the Village President is authorized to execute a contract with Artistic Holiday Designs for ground mounted holiday displays in pure white and green LED lights, as the concept reflects, in a not-to-exceed amount of \$111,230.07.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

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



Artistic Holiday Designs

Invoice No. 100322
Invoice Date: 7/26/2016

Seller Address:
 2030 Parkes Drive
 Broadview, IL 60155
 708-223-8506
www.ArtisticHolidayDesigns.com
 Derek Norwood
derekn@ArtisticHolidayDesigns.com

Contact: Christine Bajor
 Village of Wheeling
Buyer Address: 77 w hintz rd.
 Wheeling, IL. 60090
Phone: 847-499-9095
E-mail:
Fax:

Delivery Point:
 2030 parkes dr
 Broadview, IL. 60155
 708-223-8506

Shipping Method: Sea / TBD
Shipping Terms: FOB Delivery Point
Delivery Date: TBD
Shipping Address: 2030 Parkes Dr.
 Broadview, IL. 60155

Product Photo	Reference #	Description	Ship Date	Quantity	Unit Price	Total Price
custom base, pole, and fixation not included	201979	Sapin tree (pure)		1	10,625.00	\$ 10,625.00
base not included	sp2375	Green tree		4	4,800.00	\$ 19,200.00
base not included	sp4936	Green giftbox		5	1,220.00	\$ 6,100.00
base not included	sp 0137	Reindeer w head turned		2	7,920.00	\$ 15,840.00
	sp2086	Reindeer w head turned other way		2	7,920.00	\$ 15,840.00
base not included	201755	Ornament		2	3,139.20	\$ 6,278.40
20- fountain. 10- on city hall	220.061196	curtain lighting- pure white		30	160.00	\$ 4,800.00
weight, pole and fixation kit included	201621	Double cone tree (pure with green lower)		1	9,275.00	\$ 9,275.00
	36" sphere 36"	36" grapevine sphere with green lights		3	625.00	\$ 1,875.00
	43AD21C1	Custom swirl tree		2	2,800.00	\$ 5,600.00
		%5 Contingency for Shipping & Custom Items		1	5,296.67	5,296.67
						\$ -

Invoice Subtotal	\$ 100,730.07
Tax	0.00%
Shipping	10,500.00
Deposit	-
TOTAL DUE	\$ 111,230.07

Total due not to exceed this amount with contingency. Sales Confirmation Good until August 1, 2016. Items are being priced out prior to checking inventory. Once we receive a positive direction we will check inventory on these items. This Sales Confirmation is subject to the General Terms and Conditions hereto attached

Due upon acceptance	\$ 55,615.04	Deposit due upon acceptance to start production run
Due upon delivery	\$ 55,615.04	Balance due upon delivery of goods

Payment Method:
 Check/Bank Information

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 (A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such

when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:

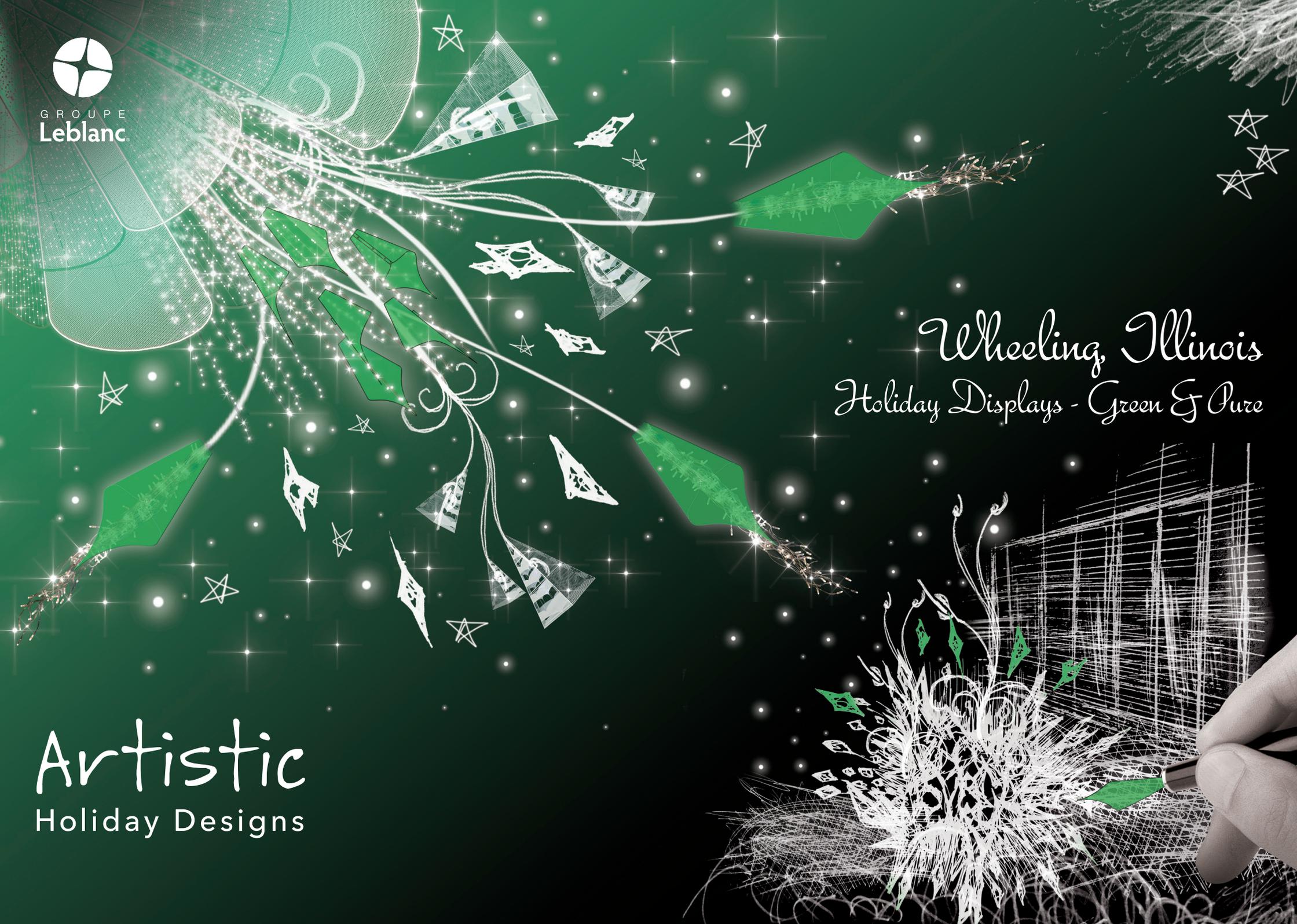
Signature:



GRUPE
Leblanc.

Artistic
Holiday Designs

*Wheeling, Illinois
Holiday Displays - Green & Pure*





Artistic

Holiday Designs

SP366 Sapin Givre:

6m x 3m Tree in pure white

SP2375 Green Tree

SP1112 Giftbox

SP0137 Renne

Reindeer with head turned
H 3m x W 0.4m x L 2.5m

SP2086 Renne / Reindeer

H 3m x W 0.4m x L 2.5m

201755 Ornament

H 3m x W 0.8m x L 2.3m

Site 1 - Traditional Green & Pure White

Wheeling / Illinois



Site 2 - Traditional Green & Pure White

Wheeling / Illinois

Artistic
Holiday Designs

201621 Double Cone:
Green & Pure White
H 10m x 4m

SP1112 Giftbox





Site 3 - Traditional Green & Pure White

Wheeling / Illinois

Artistic
Holiday Designs

SP2086 Renne / Reindeer:
H 3m x W 0.4m x L 2.5m

SP2375 Green Tree





Site 4 - Traditional Green & Pure White

Wheeling / Illinois

Artistic
Holiday Designs

43AD21C1 Custom swirl
tree: H 4m x W 2m

Green Spheres:
20inch staked off ground



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Ordinance Lifting a Temporary 180-Day Moratorium on the Establishment and Licensing of Massage Establishments in the Village of Wheeling

SUBMITTED BY: Andrew Jennings,
Director of Community Development

BASIC DESCRIPTION OF ITEM: Per the Village Board's direction, a moratorium on massage establishments was enacted so that Staff and the Plan Commission could provide recommendations on amendments to the relevant sections of the municipal code, which have now been approved through Ordinance Nos. 5014 and 5015. As the moratorium is no longer necessary, Staff recommends that the moratorium be lifted so that applications for new massage establishments can be accepted.

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Memo, Resolution

RECOMMENDATION: Approval

¹ *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).*

² *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, Clerk and Board of Trustees

FROM: Andrew Jennings, Director of Community Development

DATE: August 1, 2016

SUBJECT: Ordinance lifting temporary moratorium on massage establishments

EXECUTIVE SUMMARY

On April 4, 2016, the Village Board enacted a moratorium on massage establishments so that the Staff and Plan Commission could provide recommendations on amendments to the relevant sections of the municipal code. The code amendments were subsequently approved through Ordinance Nos. 5014 and 5015. As the moratorium is no longer necessary, Staff recommends that the moratorium be lifted so that applications for new massage establishments can be

In April of 2016, Staff requested that the Village Board enact a moratorium on massage establishments so that modifications to the relevant zoning and licensing requirements could be considered.

Following approval of the moratorium, the Staff of the Community Development Department and Police Department worked together to draft recommended amendments to Title 4 and Title 19 of the municipal code. The draft amendments were presented to the Plan Commission at a public hearing on May 12, 2016, and the Board approved the amendments on June 6, 2016.

The amendments to Title 4 created additional oversight for massage establishments to address operational concerns related to the prevention and investigation of sexual services offered through massage establishments. The amendments also updated the municipal to reflect current public health requirements.

The amendments to Title 19 addressed several items: (a) created a separate definition for massage establishments, which had been grouped under the umbrella term "personal service establishments"; (b) added the newly defined use category to specific zoning districts as a special use; (c) established a distinction between accessory massage and massage as a principal use.

As the purpose of the moratorium has been fulfilled, Staff recommends that it be lifted prior to the end of the 180-day period.

ORDINANCE NO. _____

**AN ORDINANCE LIFTING A TEMPORARY 180-DAY MORATORIUM ON
THE ESTABLISHMENT AND LICENSING OF MASSAGE
ESTABLISHMENTS IN THE VILLAGE OF WHEELING**

WHEREAS, the Board of Trustees approved Ordinance No. 5003 on April 4, 2016, enacting a temporary 180-day moratorium on new massage establishments within the Village in order for the Village to examine the current Code provisions regulating massage establishments within the Village, and consider and adopt any additional regulations; and

WHEREAS, the Staff of the Community Development Department and Police Department subsequently prepared proposed amendments to Title 4, Taxes, Business Regulations, and Licenses, and Title 19, Zoning, of the Wheeling Municipal Code, related to massage establishments; and

WHEREAS, the Plan Commission reviewed the proposed amendments to the zoning code, and recommended approval at a hearing held on May 12, 2016; and

WHEREAS, the Board of Trustees approved Ordinance No. 5014 on June 6, 2016, amending Title 4 of the Wheeling Municipal Code; and

WHEREAS, the Board of Trustees approved Ordinance No. 5015 on June 6, 2016, amending Title 19 of the Wheeling Municipal Code; and

WHEREAS, as the moratorium was established for the purpose of reviewing the code provisions relating to massage establishments, and such review resulted in amendments to the relevant sections of the Code, the moratorium is no longer necessary; and

WHEREAS, the Village President and Board of Trustees of the Village of Wheeling believe it is in the best interest of the Village of Wheeling to lift the moratorium prior to the end of the 180-day period established through Ordinance No. 5003; and

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: The moratorium on the acceptance of new applications for massage establishments within the Village of Wheeling, as established through Ordinance No. 5003, approved April 4, 2016, is hereby lifted.

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

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Approved as to form only:

Village Attorney

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

Elaine E. Simpson, Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: Monday, August 1, 2016

TITLES OF ITEMS SUBMITTED:

- An Ordinance Granting a Variation from Title 19, Zoning, to Reduce the Required Parking for 1590 Lake Cook Road [Docket No. 2016-13A]
- An Ordinance Granting Special Use-Site Plan Approval for a Restaurant, 230 W. Palatine Road [Docket No. 2016-13B]

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is seeking multiple zoning actions to establish a restaurant in the former Fifth Third bank building, which is located in Schwind Crossings. The petitioner requests special use approval for a restaurant and is seeking a zoning variation to reduce the required amount of parking. The Plan Commission recommended approval of both actions.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinances
Staff Report
Fire Dept. comments, dated 6.30.2016
Engineering Div. comments, dated 7.06.2016
Findings of Fact and Recommendation (draft)
Photos of existing conditions (staff)
Project description
Site plan
Parking plan
Floor plan
Elevation plans

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*

Request for Board Action

Page 2 of 10

RE: Plan Commission Docket No. 2016-13A&B

PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, July 21, 2016, the following motions were made:

Zoning Variation to Reduce the Amount of Required Parking (Docket No. 2016-13A)

Commissioner Dorband moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-13A, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.11 General Development Standards, Chapter 19.11 General Development Standards, Section 19.11.010 Off-Street Parking and Loading, Section E Parking Standards, Subsection 1 Minimum Required Parking per Land Use Category, and associated sections, to reduce the required parking for a sit-down restaurant, from forty-seven (47) to thirty-six (36), for Café Zupas, to be located at 1590 Lake Cook Road, Wheeling Illinois.

On the roll call, the vote was as follows:

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

There being seven affirmative votes, the motion was approved.

Special Use-Site Plan Approval of a Restaurant (Docket No. 2016-13B)

Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-13B to grant special use approval for a restaurant in accordance with the following exhibits submitted May 17, 2016 (except as noted), Café Zupas, to be located at 1590 Lake Cook Road, Wheeling, Illinois:

- Project description,
- Site plan,
- Parking plan,
- Floor plan (6.09.2016), and
- Elevation plans (2 sheets).

And with the following conditions of approval:

1. Parking stall numbers 42 and 43 shall be striped to prevent parking;
2. The drive on the east side of the building shall be posted as a Fire Lane and for one-way traffic only;
3. Within 90 days of Special Use approval, the petitioner shall return to the Plan Commission for minor site plan and appearance approval of a landscape plan;
4. The bike rack shall be relocated to a location with enough room to accommodate bike parking;

Request for Board Action

Page 3 of 10

RE: Plan Commission Docket No. 2016-13A&B

5. The stucco color shall be light gray;
6. The stucco proposed at grade shall be replaced with a more durable material; and
7. The windows may extend to grade or may remain at their existing location.

GENERAL PROPERTY INFORMATION

<u>Applicant Name:</u>	Edgar Cepuritis, Café Zupas
<u>Property Owner:</u>	Elizabeth Schwind
<u>Common Property Address:</u>	1590 Lake Cook Road (Schwind Plaza)
<u>Common Location:</u>	Located at northeast corner of Lake Cook Road and Weiland Road
<u>Neighboring Property Land Use(s):</u>	North: Single- Family Residential (Buffalo Grove) West: Commercial (Buffalo Grove) South: Commercial East: Commercial
<u>Comprehensive Plan Designation:</u>	Commercial
<u>Property Size:</u>	5.39 acres for entire site; 4,130 sq. ft. for the outlot building (subject unit).
<u>Existing Use of Property:</u>	Vacant commercial
<u>Proposed Use of Property:</u>	Sit-down restaurant
<u>Existing Property Zoning:</u>	B-1, Planned Shopping District
<u>Previous Zoning Action on Property:</u>	
2005-30 A	Special use and site plan approval for bank with drive-through facilities. Approved November 28, 2005 (Ordinance 4026).
2005-30 B	Special use and site plan approval for a sit-down restaurant, TGI Friday's. Approved January 10, 2006 (Ordinance 4046).
2005-30 C	Variations to Title 19, Zoning, relating to parking setback, required parking and number of buildings on a lot. Approved November 28, 2005 (Ordinance 4024) and January 20, 2006 (Ordinance 4045).
2005-30 D	Variations to Title 21, Sign Code, to allow freestanding signs to be located closer to each other than the required 300'. Approved November 28, 2005 (Ordinance 4025).
2006-32A	Special use and site plan approval for a sit-down restaurant with outdoor seating. Approved November 13, 2006 (Ordinance 4140).
2006-32B	Variation from Title 19, Zoning, relating to number of required parking spaces. Approved November 13, 2006 (Ordinance 4139).
2007-4A	Variation from Title 19, Zoning, relating to number of required parking spaces. Approved February 26, 2007 (Ordinance 4177).

Request for Board Action

Page 4 of 10

RE: Plan Commission Docket No. 2016-13A&B

2007-4B Special use and site plan approval for a carry-out restaurant. Approved February 26, 2007 (Ordinance 4178).

DESCRIPTION OF PROPOSAL

Café Zupas, which is a fast casual restaurant new to the Chicagoland market, is proposing to establish itself in the vacant former Fifth Third bank building in Schwind Crossing. The restaurant will include indoor and outdoor seating. There is no drive-through service. The former drive-up banking lanes will be removed and replaced with additional parking. Minor façade improvements are proposed consistent with the Zupas branding. The restaurant will generally be open 11am-8pm, although it may be open later on Friday and Saturday. The restaurant will be closed Sundays. The maximum number of employees during peak shift is 12.

The petitioner is requesting special use approval for a sit-down restaurant and a zoning variation to reduce the required parking from 47 to 36.

SITE PLAN REVIEW

Site plan: The existing drive-through canopied lanes of the bank will be removed to accommodate additional parking. Based upon the needs of the fire truck turning radius, parking stalls number 42 and 43 shall be removed from the site plan. To accommodate safe circulation through the drive east of the building, it shall be posted as one-way access. These conditions have been noted in the motion made by the Plan Commission.

Elevations: Minor modifications are proposed to the building elevations to retrofit the existing bank building for a restaurant use. New storefront windows and a patio door will be added to the east elevation. The existing windows will be extended to the floor. New stucco material is proposed for the cornice, banding, and tower elements. Red awnings are planned for the windows. The tower element will be modified from an arched roof to a shed roof.

Floor plan: The floor plan indicates indoor seating for 118 and outdoor seating for 24.

Total Number of Parking Spaces: The former bank was allocated 17 parking stalls within Schwind Crossing. With the proposed removal of the drive-up banking lanes, there will be 19 new stalls (stalls 42 and 43 must be removed to accommodate the fire truck turning radius). There are 12 employees. 15 outdoor seats are exempt from parking by the Zoning Code. Therefore, the total parking demand from the seating is 127 (118 indoor & 9 outdoor) divided by 3, which is 43 stalls. 43 parking stalls plus 12 stalls for employees equates to a total parking requirement of 55 spaces. However, there is a 15% parking reduction granted by the Zoning Code for shopping centers of this size. Therefore, the total parking requirement for this use is 47 stalls. Yet, there are 17 stalls currently allocated to the site (former bank). Additionally, 19 new stalls are added. In other words, 36 stalls are provided. Therefore, the total parking deficit for this project is 11. The petitioner is requesting a zoning variation for a total of 11 parking stalls.

Fencing: A wrought-iron style fencing is proposed for the outdoor seating enclosure.

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.)

“Café Zupas is a soup, salad and sandwich restaurant offering fresh, healthy, chef created recipes made daily in the restaurant. We set out to make real food from scratch, and make sure we source the very best ingredients to make each dish remarkable.”

As noted by the petitioner’s description above, the proposed restaurant will provide a quality food service option for the community.

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.)

“The request for a special use at this property will certainly be in keeping with the retail nature of the property, we will be joining Chipotle, Potbelly, and TGI Friday’s in the retail shopping center.”

The existing shopping center has a mix of commercial uses including restaurants, services, and offices. The proposed restaurant will be complementary to the existing uses.

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?)

“Café Zupas will attract more daily guests to the existing shopping center than the current banking use, and likely be a benefit to other users in the shopping center. Additionally, we will be removing the drive-thru canopy from the bank building and adding 21 additional parking spaces. Our use will not create any conflicts with adjacent property owners as we are a compatible use with the rest of the shopping center.”

Request for Board Action

Page 6 of 10

RE: Plan Commission Docket No. 2016-13A&B

The proposed restaurant will be located at the intersection of Lake Cook and Weiland Roads, with full access from both streets. The existing banking drive-up lanes will be removed to accommodate additional parking for the restaurant users.

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?)

“We will be utilizing the existing shell of the 5th 3rd Bank building and removing the drive-thru canopy. The removal of the canopy will be a benefit to the neighboring tenants in the shopping center as we will be improving the site lines from the street to the retailers in the in-line portion of the property.”

The proposed removal of the banking drive-up lanes will accommodate additional shared parking for the shopping center.

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 access to the property will remain exactly the same and we will improve the parking for the property from 32 spaces to 53 spaces with the removal of the canopy. Visibility to parking will remain as it exists today.”

A parking variation is required due to the sum of the parking requirement for the current tenant mix at the shopping center. However, the new tenant will be constructing approximately 19 new parking spaces from the removal of the drive-up banking lanes.

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.)

“Current zoning allows the restaurant use, but requires a special use approval by the Village of Wheeling. As for other zoning exceptions, while the site itself can meet the required parking for our use, the center as a whole has easements for parking, and the addition of the restaurant use will require a small parking variance (despite our addition of 21 parking spaces).

In addition to the proposed special use, the petitioner is requesting a variation from the required amount of parking for a restaurant. The parking requirement is based upon the sum of uses for the entire Schwind Crossing.

STANDARDS FOR VARIATION

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

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

"No physical conditions will dictate challenges."

The applicant is modifying (removal of drive-up banking lanes) the site to increase the amount of parking on the subject site. However, due to the existing sum of tenant uses in Schwind Crossing, the proposed use requires a parking variation.

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

"While we can park the parcel to meet the required parking code, the shopping center has parking easements in place that share parking and as such the center would not meet the required parking to change the use from a bank to a restaurant. We will add 22 parking spaces to the parcel but still require a variance to meet the Wheeling code for the entire shopping center."

While the proposed use requires a parking variation of 11 stalls, the petitioner proposes to increase the number of parking spaces in Schwind Crossing to meet its parking demand. However, the parking requirement for this use exceeds the allocated parking for this unit within Schwind Crossing. Based upon the current tenant mix of Schwind Crossing, only 17 stalls are allocated to the former bank building.

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

"The bank parcel is a separate ownership from the shopping center and while they do own the land beneath the larger center, they do not own the development. The requires for the variance is to allow for a use that has a greater requirement for parking that was not contemplated when the initial development identified a bank on this site."

The proposed restaurant use, similar to other restaurant uses at Schwind Crossing, requires a parking variation.

Request for Board Action

Page 8 of 10

RE: Plan Commission Docket No. 2016-13A&B

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.

“The property likely yields a greater return with the bank. But in the interest of driving more traffic to the shopping center and a sales tax generating use, the change of use to fast-casual restaurant is in the longer term best interest of the project as a whole.”

The subject unit is now vacant. The former bank use is no longer viable. A restaurant, which requires more parking than a bank, is a viable use at this location, but requires a parking variation.

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

“The change of use is in congruence with the current use of the property as a whole and the surrounding properties which already consist of retail and restaurant uses.”

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

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

“We will only improve site lines as we will demolish the existing drive-thru canopy and the use will still be retail and while it will be busier than a bank, the shopping center has controlled access and plentiful parking to support the increased traffic.”

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

STAFF REVIEW

Fire Department Review: The Fire Department has submitted comments dated 6.30.2016. The Fire Department is concerned that the truck turning radius may require removal of several parking stalls. Planning staff believes stall numbers 42 and 43 shall be removed. The Fire Department also recommends that the drive on the east side of the building shall be posted as a Fire Lane. Conditions noting the stall removals and Fire Lane have been added to the motion made by the Plan Commission.

Engineering Division Review: The Engineering Division has reviewed the plans and has submitted comments dated 7.06.2016. The memo indicates that drive on the east side of the building is too narrow for two-way traffic. The drive shall be designated as one-way traffic. This condition has been added to the motion.

Health Division Review: The Health Officer indicates the plans meet the food code requirements.

Impact on Adjacent Uses: There is no significant impact anticipated on adjacent uses.

Request for Board Action

Page 9 of 10

RE: Plan Commission Docket No. 2016-13A&B

Staff's Recommendation to the Plan Commission: After reviewing the proposal, Staff suggested that the Plan Commission recommend approval of the requests for a restaurant special use and parking variation.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation for Docket No. 2016-13A (parking variation) did not include any conditions of approval. The recommendation for Docket No. 2016-13B (restaurant special use) included the following conditions of approval, which have been incorporated into the attached special use ordinance:

1. Parking stall numbers 42 and 43 on the parking plan shall be striped to prevent parking;
2. The drive on the east side of the building shall be posted as a Fire Lane and for one-way traffic only;
3. Within 90 days of Special Use approval, the petitioner shall return to the Plan Commission for minor site plan and appearance approval of a landscape plan;
4. The bike rack shall be relocated to a location with enough room to accommodate bike parking;
5. The stucco color shall be light gray;
6. The stucco proposed at grade shall be replaced with a more durable material; and
7. The windows may extend to grade or may remain at their existing location.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

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

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

Two ordinances are attached for the Board's consideration: an ordinance granting a parking variance to reduce the required parking by 11 stalls and an ordinance granting special use-site plan approval of a restaurant. The special use ordinance includes seven conditions of approval.



Andrew C. Jennings
Director of Community Development

Attachments: Ordinances (precede this report)
Fire Department Comments, dated 6.30.2016
Engineering Division Comments, dated 7.06.2016

Request for Board Action

Page 10 of 10

RE: Plan Commission Docket No. 2016-13A&B

Findings of Fact and Recommendation (draft)

Photos of existing conditions (staff)

Project description

Site plan

Parking plan

Floor plan

Elevation plans

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO REDUCE THE
REQUIRED PARKING FOR 1590 LAKE COOK ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on July 14, 2016, to consider a zoning variation petition of Café Zupas, contract tenant, for the property known as 1590 Lake Cook Road, within Schwind Crossing Shopping Center, to reduce the required parking for a restaurant; and

WHEREAS, the Special Use petition of Café Zupas, under Docket No. 2016-13B, is contingent on approval of the parking variation described in this Ordinance; 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, recommending that the petitioner's request be granted with a vote of 7 ayes, 0 nays, and 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the requested rezoning;

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 requested rezoning will comply with the intent and purpose of Title 19, Zoning;
- That the requested rezoning will comply with the comprehensive plan, official map, and all other plans and policies adopted by the Village;
- That there are physical or economic conditions pertaining to the subject area which have changed and which make the existing zoning inappropriate and the proposed rezoning appropriate;
- That the proposed rezoning is desirable and needed in the Village;
- That the proposed rezoning is compatible with and would not unduly depreciate the use and value of surrounding properties;
- And that the proposed rezoning will contribute to a rational pattern of land uses which is beneficial to the Village.

Section B

A variation is hereby granted from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.11 General Development Standards, Section 19.11.010 Off-Street Parking and

Loading, Section E Parking Standards, Subsection 1 Minimum Required Parking per Land Use Category, and associated sections to reduce the required parking for a sit-down restaurant from 47 to 36, to be located at 1590 Lake Cook Road, Wheeling, Illinois within Schwind Crossing Shopping Center, hereinafter legally described:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 2 IN SCHWIND SECOND SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 1, 2001 AS DOCUMENT NUMBER 4638778 IN LAKE COUNTY, ILLINOIS, AND RECORDED JANUARY 31, 2001 AS DOCUMENT NUMBER 0010084376, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 27 IN BLOCK 1 OF RIDGEWOOD, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 15, 1977 AS DOCUMENT 1824725 IN BOOK 60 OF PLATS, PAGE 1, AND CORRECTED BY CERTIFICATES OF CORRECTION, RECORDED NOVEMBER 16, 1977 AS DOCUMENT 1880467, AND NOVEMBER 30, 1977 AS DOCUMENT 1883517 AND APRIL 26, 1978 AS DOCUMENT 1913014, IN LAKE COUNTY, ILLINOIS.

(The above described property is commonly known as 1590 Lake Cook Road, Wheeling, Illinois and is located in the Schwind Crossing Shopping Center. The property is currently zoned B-1 Planned Shopping Center District.)

Section C

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

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL USE, SITE PLAN AND BUILDING APPEARANCE APPROVAL FOR A RESTAURANT AT 1590 LAKE COOK ROAD

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on July 14, 2016 to consider the petitioner's request for special use, site plan and building appearance approval in order to establish a sit-down restaurant in the existing commercial building at 1590 Lake Cook Road, within Schwind Crossing Shopping Center; and

WHEREAS, this Ordinance is related to Docket No. 2016-13A, a petition for a zoning variation to reduce the required parking for a restaurant, which must be approved prior to approval of the special use petition under Docket No. 2016-13B; 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, recommending that the petitioner's request be granted with a vote of 7 ayes, 0 nays and 0 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 is necessary for the public convenience at the proposed location;
- 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 location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, and will not impair the value thereof;
- 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 the development will not cause traffic congestion; and

- That 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.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a sit-down restaurant in the existing commercial building at 1590 Lake Cook Road, within Schwind Crossing Shopping Center, hereinafter legally described:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 2 IN SCHWIND SECOND SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS, AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 1, 2001 AS DOCUMENT NUMBER 4638778 IN LAKE COUNTY, ILLINOIS, AND RECORDED JANUARY 31, 2001 AS DOCUMENT NUMBER 0010084376, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 27 IN BLOCK 1 OF RIDGEWOOD, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 15, 1977 AS DOCUMENT 1824725 IN BOOK 60 OF PLATS, PAGE 1, AND CORRECTED BY CERTIFICATES OF CORRECTION, RECORDED NOVEMBER 16, 1977 AS DOCUMENT 1880467, AND NOVEMBER 30, 1977 AS DOCUMENT 1883517 AND APRIL 26, 1978 AS DOCUMENT 1913014, IN LAKE COUNTY, ILLINOIS.

(The above described property is commonly known as 1590 Lake Cook Road, Wheeling, Illinois and is located in the Schwind Crossing Shopping Center. The property is currently zoned B-1 Planned Shopping Center District.)

Section C

Site Plan and Building Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially as shown on the following exhibits, herein attached and made part of, submitted May 14, 2016 (except as noted) by Café Zupas, to be located at 1590 Lake Cook Road, Wheeling Illinois:

- Project description,
- Site plan,
- Parking plan,
- Floor plan (6.09.2016), and
- Elevation plans (2 sheets).

Section D

The Special Use, Site Plan, and Building Appearance Approval granted in Sections B and C of this Ordinance are subject to the following conditions of approval:

1. Parking stall numbers 42 and 43 on the parking plan shall be striped to prevent parking;
2. The drive on the east side of the building shall be posted as a Fire Lane and for one-way traffic only;
3. Within 90 days of Special Use approval, the petitioner shall return to the Plan Commission for minor site plan and appearance approval of a landscape plan;
4. The bike rack shall be relocated to a location with enough room to accommodate bike parking;
5. The stucco color shall be light gray;
6. The stucco proposed at grade shall be replaced with a more durable material; and
7. The windows may extend to grade or may remain at their existing location.

Section E

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

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

President Argiris _____	Trustee 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.



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: June 30, 2016
SUBJECT: Proposed Café Zupas Restaurant – 1590 Lake Cook Road – Plans received for review by the Fire Department, June 9, 2016.

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

Site Plan

1. The site plan submitted for review included the following site improvements:
 - a. Removal of existing canopy for prior tenant drive thru.
 - b. Adding additional ninety degree parking spaces in the prior tenant drive thru area.
2. Due to the addition of the new parking spaces at the rear of the building, fire apparatus may not have sufficient turning space to access the fire hydrant and building Fire Department Connection (FDC) that are located on the east side of the building.
3. Parking spaces 52, 53 and possibly 42 and 43 may limit the ability of fire apparatus movement to or from the existing east side driveway.
4. The existing one way drive on the east side of the building shall be posted as a “Fire Lane” on the west side of the drive due to the location of the building’s Fire Department Connection (FDC).

1590 Lake Cook Road – Proposed Restaurant

1. The petitioner is proposing to remodel and occupy an existing vacant commercial building. There would be a change in Use Group from the existing (B) Business Use Group occupancy as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC) to an (A) Assembly Use Group occupancy for the proposed nosiness/Tenant.
2. All construction within the building would need to comply with the Village’s Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments).

Ms. Brooke Jones

SUBJECT: Proposed Café Zupas Restaurant – 1590 Lake Cook Road – Plans received for review by the Fire Department, June 9, 2016.

June 30, 2016

Page 2

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 has an existing sprinkler system that will require modifications.
 - b. The building has an existing fire alarm system that will require modifications.
 - c. A kitchen hood & duct ventilation system along with an automatic fire extinguishing system will need to be provided over all cooking equipment capable of producing grease laden vapors.
 - d. Sufficient exits and spacing of those will need to be provided and verified during the remodeling Building Permit permitting process.

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



MEMORANDUM

TO: Brooke Jones, Senior Planner

FROM: Kyle Goetzelmann, Civil Engineer I

COPY: Jon Tack, Village Engineer

DATE: July 6th, 2016

SUBJECT: Zupa's Café Special Use
1590 Lake Cook Rd - Review Comments

The Engineering Division received a Project Description, Floor Plan, Preliminary Site Plan, Building Elevations, Parking Plan, and Existing Civil Drawings for the subject project on June 9, 2016. The Engineering Division has completed a review of the above referenced submittal and offers the following comments at this time:

1. Typical drive aisle width is 25' with 90 degree parking stalls according to Village Code 19.11.010 (c)(6). It appears the aisles along the south, and west sides of the building were approved at something less.
2. The 21' drive aisle along the east side of the building was designed as a one way. If it is intended to be used as a two way drive aisle, the width will need to be taken into consideration. There currently is no standard detail showing a minimum drive aisle width where no parking stalls are proposed. Engineering is recommending a minimum 24' drive aisle width.
3. The canopy demolition/new parking lot construction at the north lot needs to follow the Village of Wheeling Parking Lot Paving Standard Detail which can be found on the Village website.
4. Site plan needs to show the location of the exterior grease trap and connection into nearest sanitary main.
5. Engineering permit will be required prior to start of any work.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-13A&B
Café Zupas
1590 Lake Cook Road
(2016-13A) Title 19, Zoning, Variation to Reduce the Required Parking for a Restaurant
(2016-13B) Special Use-Site Plan Approval to Establish a Sit-Down Restaurant

Docket No. 2016-13A&B Café Zupas, contract tenant, is seeking the following for the property at 1590 Lake Cook Road, which is zoned B-1 Planned Shopping Center District, in order to establish a restaurant at the existing commercial building:

- 2016-13A** Variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.11 General Development Standards, Section 19.11.010 Off-Street Parking and Loading, Section E Parking Standards, Subsection 1 Minimum Required Parking per Land Use Category, and associated sections to reduce the required parking for a sit-down restaurant; and
- 2016-13B** Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish a sit-down restaurant in the existing commercial building.

Chairman Ruffatto called Docket No. 2016-13A&B on June 9, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Sianis and Zangara. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers read the following statements aloud.

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

Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.

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

Ms. Jones provided an update on the parking variation. Ms. Jones realized she had overlooked a portion of the Zoning Code which relates to shared parking in a shopping center. Due to the size of the property between 40,000 square feet and 60,000 square feet there is a 15% parking reduction granted to any use within a shopping center. She has revised the figures for the parking requirement for Café Zupas. The new parking variation request is now only 11 spaces.

Mr. Edgar Cepuritis, Café Zupas, 460 Universal Circle, Sandy, UT was present and sworn in.

Mr. Cepuritis explained Café Zupas was a soup, salad, sandwich fast casual restaurant based in Sandy, UT. They have 36 restaurants currently opened. Most of their restaurants are in Utah, Nevada, Arizona and Idaho. They just entered Minnesota in 2015 and will enter Chicago in 2016. The two restaurants they plan to open in Chicago will be in Wheeling and Schaumburg. The concept is that everything is actually made in the restaurant in-house every day. The soups are made from scratch in the restaurant. The vegetables come in as whole vegetables and are chopped in the restaurants. The dressings are made from scratch in the restaurants. They are promoting made in house and made fresh. They have been well received in their existing markets as well as their new markets. They are excited about coming to Wheeling. The Wheeling location is a former Fifth Third Bank and roughly 4,100 square feet. The restaurant will have 114 seats. There are two large openings with glass windows behind the line looking into the cooler with the fruits and vegetables. The second large window looks into the kitchen with chefs making the soups. They want to communicate the food isn't prepackaged meals.

Mr. Cepuritis explained they were proposing to tear down the drive-thru canopy. They will add parking stalls in that space. The site sits in the Schwinn Crossing Shopping Center and is somewhat separated with curbing for the bank but does have cross access with the shopping center. They will add 22 parking spaces but may take out a couple for Fire Department requirements. They are proposing to remove some of the rounded Fifth Third branding to square off the top and add some of their own branding elements to the front.

Mr. Cepuritis explained they were asking for the parking variation since parking requirements were more significant for a restaurant than a bank.

Commissioner Johnson felt it was a very attractive building. He questioned if the 114 seats would reduce the parking variation. Ms. Jones confirmed it would reduce the parking variation to 10. Mr. Cepuritis didn't expect the seat count to go up but explained it could go down by 1 or 2.

Commissioner Johnson referred to the existing bike rack. He questioned if they were maintaining the bike rack. Mr. Cepuritis agreed to relocate it.

Commissioner Issakoo is excited about the restaurant. He questioned if the windows were being changed. Mr. Cepuritis explained they hadn't determined if they were changing out the windows. They will fill in the window in the back and patch with matching brick.

Commissioner Issakoo questioned if the existing landscaping gets reviewed. Ms. Jones explained it should be reviewed with the Special Use, Site Plan and Appearance Review. She confirmed there was existing landscaping. She investigated the approved landscape plan for the Fifth Third Bank and it wasn't detailed with regard to the foundation plantings. The plants shown in front of the windows include knockout roses, decorative grasses and other types of bushes. They are not on the plans so she did not suggest approving it as the Fifth Third plan was approved. She thinks the plants are viable but just need to be trimmed up. If the Commission is in agreement with the existing, she suggests approving it with a condition that the existing landscaping get cleaned up.

Commissioner Issakoo requested an explanation regarding the parking variation. Ms. Jones explained the required parking is determined based upon the indoor and outdoor seating plus employees. The number was figured at 55 but factoring the 15% reduction for shopping center it is down to 47. The former bank building was allocated 17 parking spaces plus 19 for a total of 36. If they are required 47, there is a difference of 11.

Commissioner Powers thanked the petitioner for removing the drive-thru lanes and adding the parking.

Commissioner Powers questioned the location of the one-way traffic. Ms. Jones confirmed it was the east side of the building.

Commissioner Powers likes the outdoor patio feature. He mentioned the railing and wants them to use a similar railing used at other local establishments. He assured the Commission they would not go cheap on the railing.

Commissioner Dorband expressed her disappointment that they would not be open on Sundays.

Commissioner Dorband didn't think the parking issue would be a problem. She thinks it would be self regulating. She felt most of the businesses in the center were in and out businesses.

Commissioner Dorband felt it was a great use for the building and would be a welcome addition.

She likes the menu. She questioned the number of soups that would be offered. Mr. Cepuritis explained there would be 12 soups available every day.

Commissioner Sianis referred to the drive aisle on the east side of the building. He didn't know that there was a good way to solve the 21' width without removing sidewalk. He questioned if Engineering had any comments. Ms. Jones explained the solution was to just maintain a one-way traffic. Commissioner Sianis questioned if there would need to be signage. Ms. Jones explained Engineering would sign off on it.

Commissioner Zangara thinks it looks great. He referred to the front entrance that was labeled stucco all the way down to the ground. He explained the Commission does not promote stucco. He suggested using something else. Mr. Cepuritis understood. He suggested wrapping the columns with glass with a kick plate.

In reply to Commissioner Zangara's question, Mr. Cepuritis explained their business was about 50% lunch and 50% dinner. They compete with Chipotle and Potbelly. Commissioner Zangara questioned if delivery service was offered at any of their existing locations. Mr. Cepuritis confirmed they don't currently offer delivery service except for catering orders.

Chairman Ruffatto referred to the landscaping. He questioned if it could be voted on tonight with them returning with the landscaping. Ms. Jones questioned if the Commission wanted them to add additional plants. Chairman Ruffatto was unsure since they didn't have a landscape plan. Ms. Jones explained it was operating as Fifth Third and the landscaping looks fairly good considering the building is vacant. If the Commission doesn't think they need additional landscaping they would hate to have them return just for an existing landscape plan. Mr. Cepuritis stated they were spending significant money and wanted it to look good. Chairman Ruffatto explained his intention was not to hold it up. Ms. Jones suggested having them return prior to occupancy for a minor site plan approval. Ms. Milluzzi explained if they were just going to update the plan to reflect what actually exists it should just be able to be submitted to Staff. If they were making changes to the landscaping plan, the Commission may want to see it. Chairman Ruffatto believes they will want to improve the landscaping plan with the amount of money they were spending. Commissioner Zangara felt the landscaping would get ruined if they were cutting the brick out.

Chairman Ruffatto wants to see a landscape plan.

Mr. Cepuritis stated they planned to open in late fall. Chairman Ruffatto wants a landscaping plan before spring. Commissioner Dorband didn't want to see it if it would slow down the opening date. Ms. Jones questioned if Chairman Ruffatto wanted to see it before they planted the plants.

Chairman Ruffatto felt if they were adding landscaping it needed to come before the Commission. Commissioner Zangara suggested making it part of the sign package.

In reply to Commissioner Powers' question, Ms. Jones confirmed the approved landscaping plan on file did not show foundation plantings.

Mr. Cepuritis stated they were replacing the monument sign. Chairman Ruffatto suggested bringing the landscaping plan at the time of sign approval. Ms. Jones suggested having them return for minor site plan and appearance approval of the landscaping within 90 days of special use approvals.

Chairman Ruffatto referred to the proposed stucco and the problems associated with using it. He asked about the color. Mr. Cepuritis stated it would be a light gray with an accent. He offered to work with Staff to find an alternative material to the stucco on the columns. He mentioned they used a stainless steel kick plate at the bottom in Minnesota so it doesn't get damaged from the snow. The Commission was in agreement to add a condition to work with Staff on the material.

Chairman Ruffatto asked if they were wrapping the band on the building. Mr. Cepuritis confirmed they would wrap the bands. He explained they want the colors to be uniform.

In reply to Commissioner Powers' question, Mr. Cepuritis confirmed the proposed colors were their typical color scheme for the buildings.

Chairman Ruffatto asked for an explanation about the parking since it was a standalone building. Ms. Jones explained that Café Zupas is a tenant and has one lease area of a greater shopping center.

Chairman Ruffatto felt it would be a great addition to the Village on a great corner.

Chairman Ruffatto questioned what they would do with the safe located in the building. Mr. Cepuritis explained it was being removed.

Chairman Ruffatto referred to the drawings showing the windows going down and the petitioner's comment about not having a decision about the windows. He questioned if it was something to be concerned about. Ms. Jones explained a condition could be added that would allow them to extend the windows to grade or maintain them as existing. Chairman Ruffatto explained a landscaping plan would be needed if they would be extended to grade.

Commissioner Dorband moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-13A, granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.11 General Development Standards, Chapter 19.11 General Development Standards, Section 19.11.010 Off-Street Parking and Loading, Section E Parking Standards, Subsection 1 Minimum Required Parking per Land Use Category, and associated sections, to reduce the required parking for a sit-down restaurant, from forty-seven (47) to thirty-six (36), for Café Zupas, to be located at 1590 Lake Cook Road, Wheeling Illinois.

On the roll call, the vote was as follows:

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

There being seven affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-13B to grant special use approval for a restaurant in accordance with the following exhibits submitted May 17, 2016 (except as noted), Café Zupas, to be located at 1590 Lake Cook Road, Wheeling, Illinois:

- Project description,
- Site plan,
- Parking plan,
- Floor plan (6.09.2016), and
- Elevation plans (2 sheets).

And with the following conditions of approval:

1. Parking stall numbers 42 and 43 shall be striped to prevent parking;
2. The drive on the east side of the building shall be posted as a Fire Lane and for one-way traffic only;
3. Within 90 days of Special Use approval, the petitioner shall return to the Plan Commission for minor site plan and appearance approval of a landscape plan;
4. The bike rack shall be relocated to a location with enough room to accommodate bike parking;
5. The stucco color shall be light gray;
6. The stucco proposed at grade shall be replaced with a more durable material; and
7. The windows may extend to grade or may remain at their existing location.

On the roll call, the vote was as follows:

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

There being seven affirmative votes, the motion was approved.

Commissioner Dorband moved, seconded by Commissioner Zangara to close Docket No. 2016-13. The motion was approved by a voice vote.

Respectfully submitted,

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

**DISTRIBUTED TO THE COMMISSION 7.22.2016
FOR APPROVAL ON 7.28.2016**

Café Zupas – 1590 Lake Cook Road

Docket No. 2016-13A&B (Special Use-Site Plan Approval of a Restaurant and a Zoning Variation to Reduce the Required Parking)

Plan Commission Meeting – July 14, 2016

Village Board Meeting – August 1, 2016



Existing conditions of front building and parking lot – looking north

Café Zupas – 1590 Lake Cook Road

Docket No. 2016-13A&B (Special Use-Site Plan Approval of a Restaurant and a Zoning Variation to Reduce the Required Parking)

Plan Commission Meeting – July 14, 2016

Village Board Meeting – August 1, 2016



Existing conditions of east side of building

Café Zupas – 1590 Lake Cook Road

Docket No. 2016-13A&B (Special Use-Site Plan Approval of a Restaurant and a Zoning Variation to Reduce the Required Parking)

Plan Commission Meeting – July 14, 2016

Village Board Meeting – August 1, 2016



Existing conditions of west side of building

Café Zupas is a Sandy, UT (Salt Lake City area) based company, which currently owns and operates 35 restaurants in Utah, Arizona, Nevada, Idaho and Minnesota. By yearend 2016 we will have 43 company owned restaurants and will add Illinois to the list of states in which we operate. Wheeling is expected to be our second restaurant in Illinois, Schaumburg will open in September of 2016 and be the first.

Café Zupas has been in business since 2004 when we opened the Provo, UT restaurant. We are well known for our house made, fresh soups, salads and sandwiches. All of Cafe Zupas delicious soups, salads, sandwiches, & desserts, and made in our kitchen every single day. Each menu item is created using chef-crafted recipes and quality-sourced ingredients in each location, every single day. It's more than just fresh - it's House-Made, and it's what makes us different.

Every single location is equipped with a state-of-the-art kitchen - no commissaries here! We wouldn't ever dream of warming a soup from a bag, and we'd never settle for bottled dressings or sandwich spreads. We make them in each restaurant every day. No strange ingredients, and no preservatives. It's an extra mile, but we're happy to take it to bring you a fresh House-Made meal that simply delicious.

The specific project we are discussing is the conversion of the existing 5th3rd Bank at 1590 Lake Cook Road, the corner of Lake Cook & Wieland. While our use falls within the current zoning classification, the city code requires a special use for restaurants. Additional, our request will include a parking variance to accommodate the restaurant use. We will be adding 21 new parking spaces, and while within our curbed area we meet the count as the city requires, the overall development agreement has shared parking and the center as a whole is under parked per current code and current uses. As a result, we will be required to ask for a parking variance.

Our typical stores operate Monday-Saturday during the hours of 11am and 8pm, typically a little longer on Friday and Saturday, and we are closed on Sundays. We are not open for breakfast, and we do not sell alcohol. Our current layout expects to have 118 seats and will have a max number of 12 employees at our peak period.

#

Exhibit received May 17, 2016

CAFÉ ZUPAS

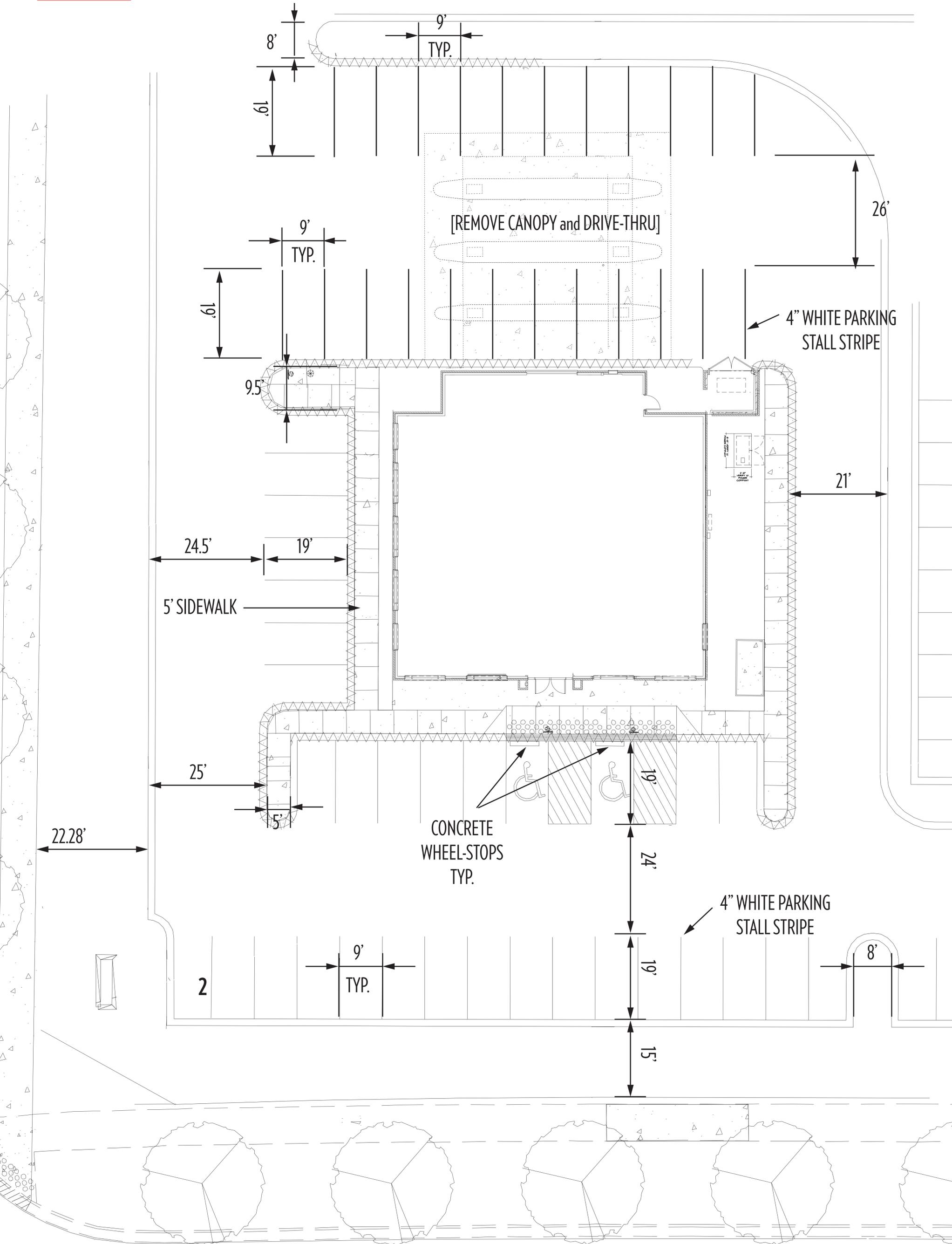
WHEELING, ILLINOIS

1590 E. Lake Cook Rd.

Wheeling, Illinois 60090

PARKING

Exhibit received May 17, 2016

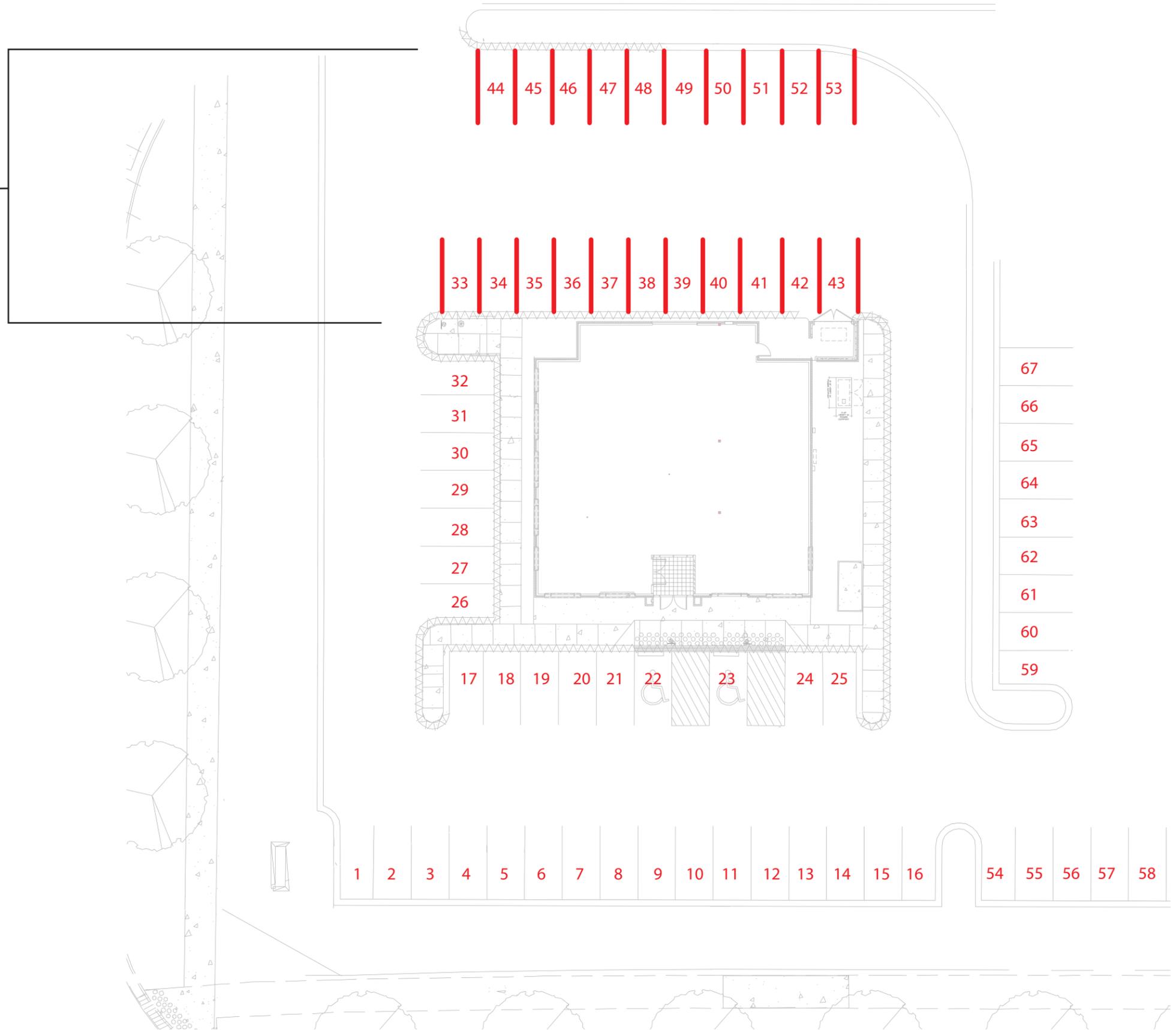


CAFÉ ZUPAS
WHEELING, ILLINOIS

1590 E. Lake Cook Rd.
Wheeling, Illinois 60090
PARKING

ADD ADDITIONAL PARKING IN THE REAR

Exhibit received May 17, 2016

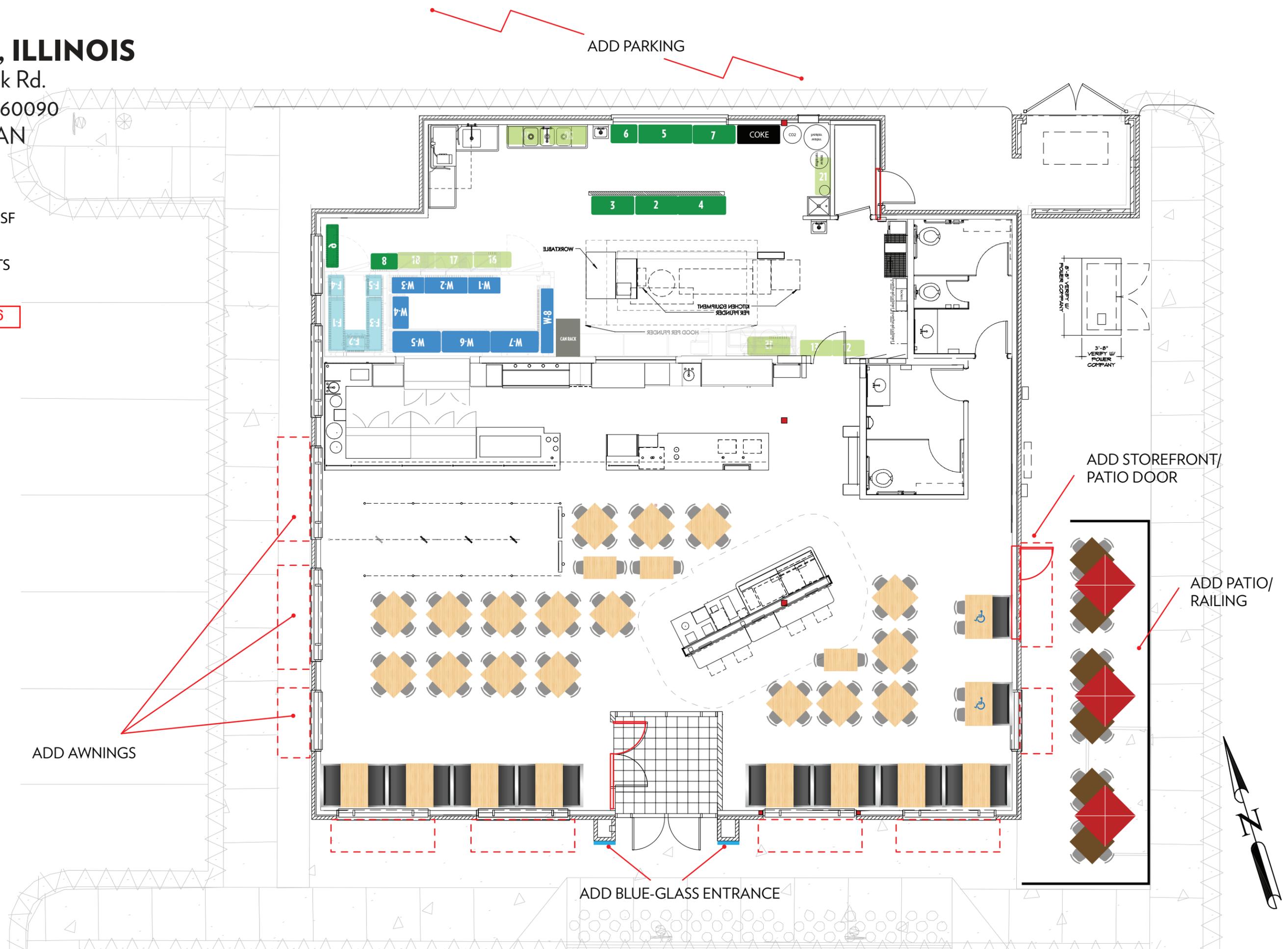


CAFÉ ZUPAS WHEELING, ILLINOIS

1590 E. Lake Cook Rd.
Wheeling, Illinois 60090
PROPOSED PLAN

TENANT ARE
ZUPAS SPACE 4,115 SF
SEAT COUNT
INTERIOR 118 SEATS

Exhibit received June 9, 2016



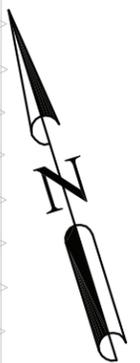
ADD PARKING

ADD AWNINGS

ADD BLUE-GLASS ENTRANCE

ADD STOREFRONT/
PATIO DOOR

ADD PATIO/
RAILING



CAFÉ ZUPAS
WHEELING, ILLINOIS

1590 E. Lake Cook Rd.
Wheeling, Illinois 60090
PROPOSED EXTERIOR



EXISTING



Exhibit received May 17, 2016

CAFÉ ZUPAS
WHEELING, ILLINOIS

1590 E. Lake Cook Rd.

Wheeling, Illinois 60090

PROPOSED EXTERIOR



Exhibit received May 17, 2016

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Authorizing a First Amendment to a Redevelopment Agreement between the Village of Wheeling and Arbor IV, Inc. Regarding the Arbor Courts Apartments Comprising a Part of the Crossroads (Central Business District) TIF District

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The attached ordinance authorizes the Village President to execute a First Amendment to the Arbor Court Redevelopment Agreement that extends the time for the Developer to apply for zoning approvals and submit proof of financing to the Village from July 18, 2016 to October 31, 2016.

EXHIBIT(S) ATTACHED: Ordinance, First Amendment, Board Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A FIRST AMENDMENT TO
A REDEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF WHEELING AND
ARBOR IV, INC. REGARDING THE
ARBOR COURTS APARTMENTS COMPRISING A PART OF THE
CROSSROADS (CENTRAL BUSINESS DISTRICT) TIF DISTRICT**

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

SECTION 1: The President and Board of Trustees of the Village of Wheeling (hereinafter referred to as the "VILLAGE") find as follows:

- A. The VILLAGE is a home rule municipality pursuant to Section 6 of Article VII of the Constitution of the State of Illinois.
- B. The VILLAGE is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (hereinafter referred to as the "ACT"), to finance redevelopment in accordance with the conditions and requirements set forth in the ACT.
- C. Pursuant to Ordinance Numbers 2157, 2158 and 2159, adopted May 20, 1985, as amended by Ordinance Number 3294, adopted May 18, 1998, Ordinance Number 3935, adopted January 10, 2005, and Ordinance Number 4267, adopted November 12, 2007, the VILLAGE approved a tax increment redevelopment plan and project (hereinafter referred to as the "TIF PLAN"), designated the tax increment redevelopment project area (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA"), and adopted tax increment financing relative to the VILLAGE's central business district tax increment financing district (hereinafter referred to as the "CROSSROADS TIF DISTRICT"); said CROSSROADS TIF DISTRICT being legally described and depicted as set forth in EXHIBIT A-1 and EXHIBIT A-2 attached hereto and made part hereof.
- D. Arbor IV, Inc. (hereinafter referred to as the "DEVELOPER") is the fee owner of certain real property located within the REDEVELOPMENT PROJECT AREA, (hereinafter referred to as the "DEVELOPER PARCEL").

- E. The DEVELOPER desires to rehabilitate and repair the Arbor Court Apartment Buildings within the Village with a combination of both private and public investments (the "Project").
- F. The VILLAGE and DEVELOPER entered into a REDEVELOPMENT AGREEMENT for the PROJECT on April 18, 2016.
- G. That attached hereto as EXHIBIT B and made part hereof is a FIRST AMENDMENT to REDEVELOPMENT AGREEMENT, between the DEVELOPER and the VILLAGE, that extends the time for completion of zoning approvals and the underlying PROJECT (hereinafter referred to as the "FIRST AMENDMENT").
- G. In accordance with the TIF ACT, it is in the best interest of the VILLAGE to approve the FIRST AMENDMENT.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT, the FIRST AMENDMENT attached hereto as EXHIBIT B is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to execute a document in substantial conformity with said FIRST AMENDMENT, and they are further authorized and directed to execute and deliver such other instruments, including said FIRST AMENDMENT attached hereto as EXHIBIT B, as may be necessary or convenient to consummate said property transactions, and to carry out the terms of said FIRST AMENDMENT. The Village Manager is authorized to approve all final changes to the FIRST AMENDMENT, if necessary.

SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this ____ day of _____, 2016, pursuant to a roll call vote as follows:

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

APPROVED this _____ day of _____, 2016

 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-1

Legal Description of CROSSROADS TIF DISTRICT

That part of Sections 2, 11 and 12 in Township 42 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at the intersection point of the south right-of-way line of Strong Avenue and the east right-of-way line of First Street; thence southerly 262.70 feet to the south line of William Zelosky's Milwaukee Avenue Addition to Wheeling; thence westerly along said south line 401.57 feet more or less to a line 619.40 feet easterly of and parallel to the centerline of Wolf Road; thence southerly along said parallel line 817.78 feet more or less to a line 400 feet south of and parallel to the north line of Lot 15 in Uptadel's Sunnyside Addition to Wheeling; thence easterly along the last described parallel line 490.0 feet to a line 1109.40 feet east of and parallel to the centerline of Wolf Road; thence southerly along the last described parallel line 117.50 feet to the north right-of-way line of Deborah Lane; thence easterly along the north right-of-way line of Deborah Lane 33.67 feet; thence southerly 82.0 feet along the easternmost right-of-way line of Deborah Lane and its extension to the northwest corner of Lot 1 in McDonald's Subdivision; thence easterly 211.0 feet along the north line of Lot 1 to the northeast corner of said Lot 1; thence southerly along the east line of Lot 1 to the north right-of-way line of Dundee Road; thence westerly along the north right-of-way line of Dundee Road to a line 385 feet west of and parallel to the west right-of-way of Wheeling Avenue; thence southerly along last described parallel line 305.50 feet to a line 272.50 feet south of and parallel to the centerline of Dundee Road; thence westerly along last described parallel line 77.57 feet to a line 461.88 feet west of and parallel to the west line of Wheeling Avenue; thence south along said parallel line 112.50 feet to a line 385 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line 461.88 feet more or less to the west right-of-way line of Wheeling Avenue; thence northerly along the west right-of-way line of Wheeling Avenue to a line 183 feet south of and parallel to the centerline of Dundee Road; thence easterly along the last described parallel line 424.52 feet more or less to the east right-of-way of Wille Avenue; thence southerly along the east right-of-way line of Wille Avenue to the north right-of-way line of Center Avenue; thence easterly along the north right-of-way line of Center Avenue to a line 217.0 feet southwest of and parallel to the centerline of Milwaukee Avenue; thence southeasterly along said parallel line to a point in the southeast line of Lot 12 in L. McDuffee's Subdivision; thence southwesterly 374 feet more or less to a point on the east line of Lot 22 of Wille's Addition to Wheeling 31.65 feet south of the northeast corner of said Lot 22; thence southerly along the east line of Lots 22, 23, 24, 25, 26, 27, 28 and 29 to a point on a line parallel and 33 feet north of the centerline of Highland Avenue; thence easterly 87.60 feet along the north line of Highland Avenue to the southwest corner of Lot 1 in Petan's Subdivision; thenceforth 134 feet along the west line of Lot 1 to the northwest corner of Lot 1; thence easterly 699.64 feet along a line 134.0 feet north of and parallel to the north line of Highland Avenue; thence southeasterly 130.20 feet along the northeast line of Lot 11 in Pecan's Subdivision; thence southerly 61.55 feet along the east line and its extension of Lot II in Petan's Subdivision to a line parallel and 33 feet north of the south right-of-way line of Highland Avenue; thence east along said parallel line to the easterly line extended northerly of Lots 1, 2 and 3 in Ryan's Subdivision; thence southeasterly along previously described east line of Ryan's Subdivision 221.28 feet to the southeast corner of Lot 3 in Ryan's Subdivision; thence southeasterly 75.90 feet more or less to a point 158.32 feet east of the northwest corner of Lot 42 in Mors Farm

Syndicate Subdivision, Unit No. I; thence southeasterly along the east lines of Lots 42, 41, 40, 39, and 38 in Mors Farm Syndicate Unit No. 1 to the north right-of-way line of Mors Avenue; thence southerly to the northeast corner of Lot 34 in Mors Farm Syndicate Unit No. 1; thence southeasterly along the east line of said Lot 34 to its southeast corner; thence westerly along the south line of Lot 34 and its extension west to the easterly line of Lot 1 in Kay Miller's Resubdivision of Lot 78 and parts of Lots 35, 79 and 80 and vacation of Park Avenue in Mor's Farm Syndicate Subdivision Unit No. I, also part of Lot 12 in subdivision of Section 12, 42, 11; thence southerly along the east line of Lot I to its southeast corner; thence easterly along the north line of Lot 17 and 18 in Meadowbrook Unit No. 3 to the northeast corner of said Lot 18; thence southerly 143.0 feet along the east line of Lot 18 and its extension south to the centerline of East Jeffery Avenue; thence easterly along the center line of East Jeffery Avenue to a line 110 feet east of and parallel with the east right-of-way line of Park Avenue; thence southerly along said parallel line to the north right-of-way line of Manchester Drive; thence easterly along the north right-of-way line of Manchester Drive to the centerline of Milwaukee Avenue; thence southeasterly along the centerline of Milwaukee Avenue to the south line of the east half of the northwest 1/4 of Section 12, 42, 11; thence easterly along said south line to the west bank of the Des Plaines River; thence northerly and westerly along the west bank of the Des Plaines River to the northwest line and its extension of Lot 24 in County Clerk's Subdivision of parts of Sections 1, 2, 11 and 12-42-11; thence southwesterly along said northwest line to a point on said line 4.82 feet northeasterly of the northwest corner of Lot 24; thence northwesterly 229.39 feet more or less to the north line and its extension of Lot 11 in County Clerk's Subdivision; thence southwesterly 45 feet more or less along said north line of Lot 11 to the southeast corner of Lot 10 in County Clerk's Subdivision; thence northwesterly 70 feet to the northeast corner of Lot 2 in Forke's Torrens Subdivision; thence northeasterly along the extension of the northwest line of Lot 2 in Forke's Torrens Subdivision 16 feet more or less to the east right-of-way line extended of the public alley east of Milwaukee Avenue; thence northerly along the east right-of-way line of the public alley east of Milwaukee Avenue and its extension, to a line 100 feet south of and parallel to the centerline of Dundee Road; thence easterly along said parallel line to the west bank of the Des Plaines River; thence northerly along the west bank of the Des Plaines River to the south line of Lot 3 in Owner's Subdivision, also being the south line of Shadowbend Phase I and its extension; thence westerly to the southwest corner of Shadowbend Phase I; thence northerly 478.85 feet along the westerly line of Shadowbend Phase I; thence westerly along the western boundary of Shadowbend Phase I to the east right-of-way of Milwaukee Avenue; thence northwesterly along the easterly right-of-way line of Milwaukee Avenue 85.09 feet to the north line of Shadowbend Phase I; thence easterly along said northerly line to the southwest corner of Shadowbend Phase III; thence northerly along the western boundary of Shadowbend Phase III to the southernmost line of Shadowbend Phase II; thence westerly along said south line of Shadowbend Phase II to the easterly right-of-way line of Milwaukee Avenue; thence northwesterly along the easterly right-of-way of Milwaukee Avenue to the south right-of-way line of Strong Avenue extended easterly; thence westerly along said south right-of-way line of Strong Avenue and its extension to the east right-of-way line of First Street, being the point of beginning, all in Cook County, Illinois.

Street Location: The Crossroads (Central Business District) TIF District Redevelopment Project Area generally includes the property along both sides of Milwaukee Avenue, from Strong Avenue on the north to Manchester Drive on the south, with extensions eastward to the Des Plaines River and westward past First Street along Dundee Road.

EXHIBIT A-2

Depiction of the CROSSROADS TIF DISTRICT

(see attached)

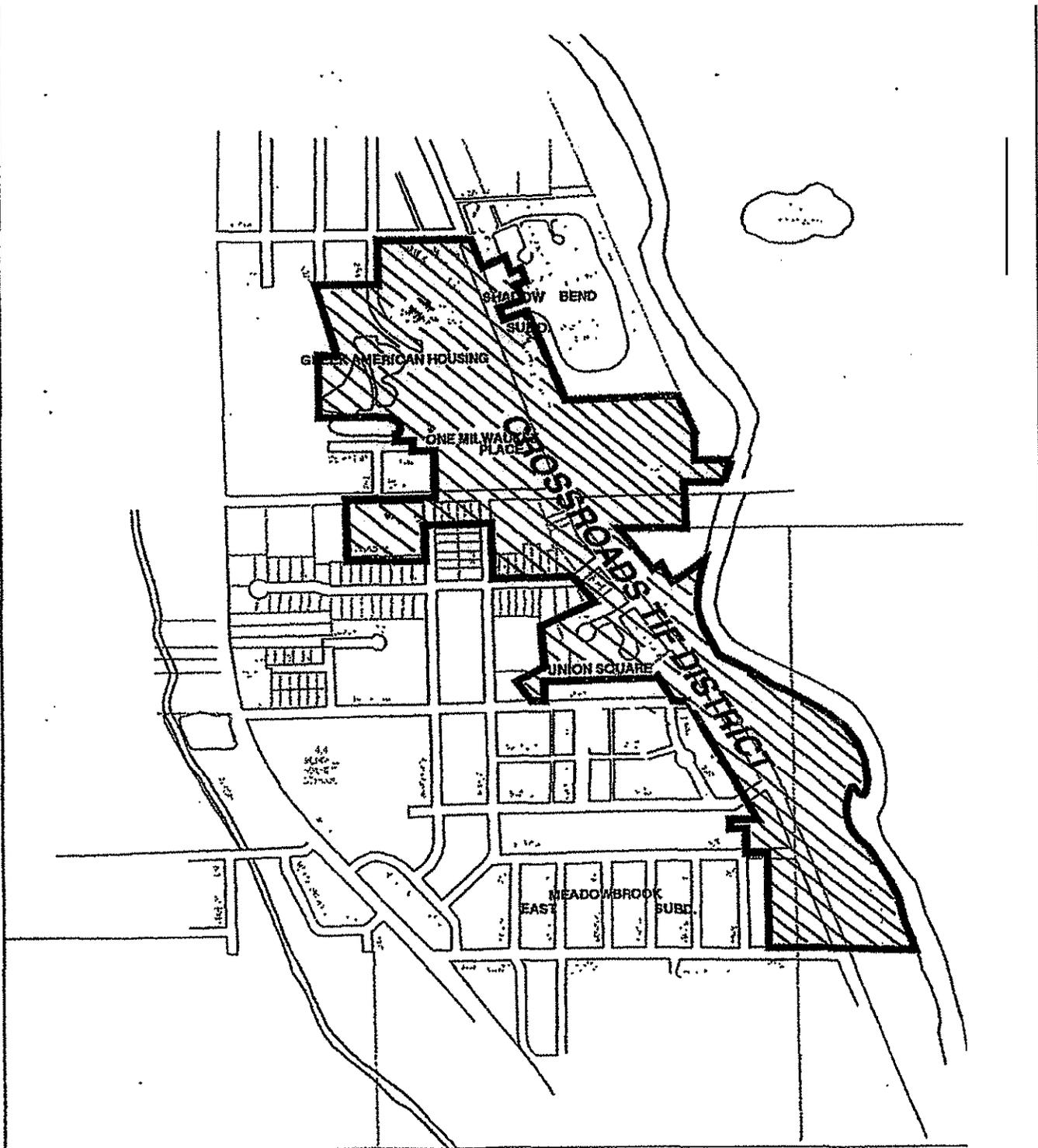


EXHIBIT B

FIRST AMENDMENT to REDEVELOPMENT AGREEMENT

(see attached)

EXECUTION COPY

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
FOR THE ARBOR COURT APARTMENTS
COMPRISING A PART OF THE CROSSROADS
(CENTRAL BUSINESS DISTRICT) TIF DISTRICT
OF THE VILLAGE OF WHEELING, ILLINOIS**

This First Amendment to Redevelopment Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2016 (the "Effective Date") by and between the Village of Wheeling, Illinois, an Illinois home rule municipal corporation (the "Village"), and Arbor IV, Inc., an Illinois limited liability company (the "Developer"). (The Village and the Developer are sometimes referred to herein individually as a "Party," and collectively as the "Parties.")

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.
- B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.
- C. Pursuant to Ordinance Numbers 2157, 2158 and 2159, adopted May 20, 1985, as amended by Ordinance Number 3294, adopted May 18, 1998,

Ordinance Number 3935, adopted January 10, 2005, and Ordinance Number 4267, adopted November 12, 2007, the Village approved a tax increment redevelopment plan and project (the "TIF Plan"), designated the tax increment redevelopment project area (the "Redevelopment Project Area"), and adopted tax increment financing relative to the Village's central business district tax increment financing district (the "Crossroads TIF District").

- D. The Developer is the fee owner of certain real property located within the Redevelopment Project Area (the "Property").
- E. The Property consists of two three story buildings and seven two story garden level buildings having 9 separate PIN numbers and 13 mailing addresses. The property consists of 78 residential rental units, 1, 2 and 3 bedrooms.
- F. The Village and the Developer, on April 18, 2016, entered into a Redevelopment Agreement ("Redevelopment Agreement") for the improvement of the Property with TIF assistance to complete a part of the improvements.
- G. The Agreement required that certain timelines be met including that all requisite zoning approvals be applied for on or before July 18, 2016. The Developer has been unable to meet this timeline and is requesting a ninety (90) day extension to do so.

II. **FIRST AMENDMENT-**

1. Section VI(D) of the Redevelopment Agreement is amended to read as follows:

On or before October 31, 2016, Developer shall have applied for (and made all submittal requirements in conformance with Village codes and ordinances) all (or such staged or partial permits as contemplated herein) requisite zoning approvals building permits, curb-cut permits and other necessary land use and construction approvals as shall be necessary or appropriate to construct the Project in accordance with the Village Code.

2. Section VI(E) of the Redevelopment Agreement is amended to read as follows:

As a prerequisite to obtaining any building permits for the Project or for any particular phase of the Project, the Developer, on or before

October 31, 2016, shall demonstrate to the Village's satisfaction that Developer has sufficient funds and financing plan to pay the costs of the Project. The Developer shall provide the Village with evidence of its financial condition, including financial statements for the most recent fiscal year, evidence of private equity and construction loan financing necessary to complete each Phase of the Private Improvements, UCC, tax and judgment searches, a certificate of insurance and other customary financial documents. To evidence that fact, Developer may obtain a term sheet, in form and content that is typical in the industry and is satisfactory to the Village, for construction financing for the Project or portion thereof, and shall furnish a complete copy of such terms sheet to the Village. The Village's approval shall not be unreasonably withheld.

The Village shall be named as a beneficiary on all performance, labor, and material bonds and completion guarantees relating to TIF Improvements being constructed by the Developer and/or improvements in any street right-of-way and/or required by Developer's lender or the Developer or any other entity (including the Village) providing labor and/or material relative to the Project or any portion thereof. Duplicate originals of said bonds and/or completion guarantees naming the Village as a beneficiary shall be provided to the Village within sixty (60) days of the Developer having obtained a commitment for financing as stated herein. Alternatively, Developer may in its discretion submit written evidence to the Village in a form and substance satisfactory to the Village, that Developer has access to sufficient funds to pay the cost of the Project, without obtaining third party financing. This proof may also be a personal financial statement of the Developer or its principals. The Village's approval shall not be unreasonably withheld. If Developer fails to meet any of the requirements of this subsection, the Village shall be relieved of its obligations under this Agreement (subject to the Village's compliance with the default and cure provisions set forth below).

III. Redevelopment Agreement Original Terms-All terms of the Redevelopment Agreement not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Wheeling,
an Illinois home rule municipal corporation

By: _____
Dean S. Argiris, Village President

ATTEST:

By: _____
Elaine E. Simpson, Village Clerk

Arbor IV LLC,
an Illinois limited liability company

By: _____
_____, Its Managing Member

ATTEST:

By: _____
Its: _____

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Dean S. Argiris and Elaine E. Simpson, personally known to me to be the Village President and Village Clerk of the Village of Wheeling, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

ACKNOWLEDGMENT

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of _____, and _____, personally known to me to be the _____ of _____, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2016.

Notary Public

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.H

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: August 1, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village President to Execute a Memorandum of Understanding with the City of Suncheon, Republic of Korea

BASIC DESCRIPTION OF ITEM¹: The attached memorandum constitutes a nonbinding but formal agreement between the Village and the City of Suncheon in the Republic of Korea to cooperate on exchanges and joint initiatives in the area of education.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memorandum, Resolution, Memorandum of Understanding

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: John C. Melaniphy III, Director of Economic Development
FROM: Dru Garcia, Business Development Coordinator
DATE: July 27, 2016
SUBJECT: Memorandum of Understanding with Suncheon re educational exchanges

EXECUTIVE SUMMARY

The City of Suncheon has submitted a draft Memorandum of Understanding (MOU) for Village consideration, in advance of their pending visit on August 12. The non-binding MOU formalizes the intent of the two communities to pursue cooperation in the field of education, the primary area of exchange the two communities will focus on. Other areas may be added in over time, such as tourism and trade. Staff recommends Board authorization of the MOU.

During the Village of Wheeling's exchange mission to Korea this past October, the Village delegation visited the City of Suncheon ("soon-chun") and was invited by its mayor to consider this city as a potential partner in future exchanges, including as a prospective Sister City. The City arranged for meetings and activities for the Wheeling delegation related to the topics of education, culture, tourism and business.

The City of Suncheon is sending its own delegation to the Village of Wheeling on August 12, and is proposing that the two communities begin their initial steps towards a formal partnership. The two communities would begin cooperative relations by working together to promote the mutual enhancement of educational experiences and opportunities for students and educators. Further partnerships in other areas may be incorporated, as mutually desired.

The specific activities in this initial effort as outlined in the MOU will center on encouraging joint involvement in language exchange programs, college exchange programs, job assistance programs, and other educational exchange programs. Both municipalities will also agree to work cooperatively to promote the safety of visiting delegations and participants in these exchanges.

The purpose of this non-binding MOU is to formally commemorate this mutual interest and indicate the support of municipal leaders for cooperative projects. This MOU does not establish a formal Sister Cities partnership, although it can help serve as the basis for one if the communities elect to pursue one in the future. Although the Village has received similar partnership interest from the District of Gangnam and the City of Busan, none of these relationships would be exclusive of the others, and all would also vary in scope and character.

If approved, the City would like to conduct a joint signing session to be witnessed by the Korean media, members of the Korean Cultural Center of Chicago, and other community representatives during its visit on August 12. The City also plans to report this event to its home community.

Staff requests this item be placed on the agenda for Monday, August 1, and recommends approval of the associated resolution.

Please also feel free to contact me directly with any further questions. Thank you.

DG

RESOLUTION NO. 16 - _____

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SUNCHEON, REPUBLIC OF KOREA

WHEREAS, the Village of Wheeling 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; and

WHEREAS, as the home of the Korean Cultural Center of Chicago, the Village of Wheeling has developed a productive relationship with the Korean-American community, a relationship that extends to communities in the Republic of Korea; and

WHEREAS, in the course of their interactions, representatives of the Village of Wheeling and the City of Suncheon have identified opportunities for mutually-beneficial exchanges in a number of areas of common interest; and

WHEREAS, the Village of Wheeling and the City of Suncheon wish to formalize their commitment to cooperative efforts in the area of education through the execution of a Memorandum of Understanding; and

WHEREAS, the Board of Trustees of the Village of Wheeling has determined that the execution of the attached Memorandum of Understanding is in the best interests of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized and directed to execute a Memorandum of Understanding with the City of Suncheon, Republic of Korea, in substantial conformity with the Memorandum attached hereto, upon review and final approval by the Village Attorney.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **16** - _____ be adopted.

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

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUNCHEON, REPUBLIC OF KOREA
AND THE VILLAGE OF WHEELING, ILLINOIS, UNITED STATES OF AMERICA
FOR THE ESTABLISHMENT OF EDUCATIONAL EXCHANGES**

In recognition of their shared interests and common values, the City of Suncheon and the Village of Wheeling hereby agree to promote mutual development through cooperation in the field of education as follows:

1. Both municipalities will be actively involved in exchanging ideas and seeking opportunities to cooperatively promote the advancement of education.
2. Both municipalities will work to encourage the development of language exchange programs, college exchange programs, job assistance programs, and other educational exchange programs, and both municipalities will work cooperatively to promote the safety of visiting delegations and participants in these exchanges.
3. Both municipalities agree to fulfill the terms of this Memorandum of Understanding, and to work cooperatively to draft additional agreements as necessary.

By mutual agreement of both parties, the City of Suncheon and the Village of Wheeling hereby execute this agreement in both Korean and English, with both copies effective this _____ day of _____, _____.

Honorable Choong-Hoon Cho
Mayor, City of Suncheon

Honorable Dean S. Argiris
President, Village of Wheeling



대한민국 순천시와 미국 윌링시 간 교육분야 교류증진 협약서(안)

대한민국 순천시와 미국 윌링시는 양 도시가 추구하는 공동의 가치와 이익을 바탕으로 교육분야의 협력을 통해 상호 발전을 증진시켜 나가고자 다음과 같이 협약을 체결한다.

1. 양 시는 상호이익과 발전을 위한 교육환경 조성을 위해 양 시간 협력증진에 필요한 정보를 교환하는데 적극 협력한다.
2. 양 시는 학생들의 어학연수 · 대학진학 · 취업프로그램 등 교육 교류 사업을 증진시키고, 참여학생에 대한 신분보장 및 안전관리에 적극 협력한다.
3. 양 시는 본 협약서의 조건을 성실히 이행하는데 합의하고, 협의를 거쳐 추가 조건을 부록으로 둘 수 있다.

본 협정서는 한국어와 영어로 각 2부씩 작성하고, 양 도시 대표의 서명을 통해 이후 각각 정본으로써 동등한 효력을 발생한다.

2016년 월 일

조 총 훈
대한민국 순천시장

Dean S. Argiris
미국 시카고 윌링시장