

- C. [Resolution Authorizing Acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Grant Award Sustained Traffic Enforcement Program \(Step\) Grant through Federal Fiscal Year 2017](#)
- D. [Resolution Approving Recertification for the Community Rating System](#)
- E. **PRESENTATION RE:** Community Room
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** September 1-14, 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.**



Domestic Violence Awareness Month
October 2016

WHEREAS, violence against women and children continues to be a prevalent problem in the Northwest Suburbs; and

WHEREAS, the problem of domestic violence affects all Illinois citizens, being not confined to any group of people but crossing all economic, gender, racial, and societal barriers, exacerbated by societal indifference; and

WHEREAS, the crime of domestic violence violates the privacy, dignity, security and humanity of individuals through systematic physical, emotional, sexual, psychological, and economic control and/or abuse; and

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting families, children, and society as a whole; and

WHEREAS, according to the Centers for Disease Control and Prevention, one in three women and one in four men become victims of physical violence by an intimate partner; and

WHEREAS, over 30,000 orders of protections per year are written in Cook County; and

WHEREAS, residents are encouraged to learn more about the National Coalition Against Domestic Violence's campaign to "Take a Stand Against Domestic Violence" and the "Chicago Says 'No More'" campaign, and to seek out local educational information and resources are available at www.endallabuse.org; and

WHEREAS, it is fitting to set aside a special time to bring this issue to the attention of the residents of the Village of Wheeling, so we can all become better informed and involved in local programs to end the cycle of violence;

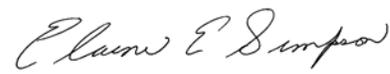
NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim the month of October 2016 as **DOMESTIC VIOLENCE AWARENESS MONTH** in the Village of Wheeling, and encourage our residents to join with the Northwest Suburban Alliance on Domestic Violence, law enforcement, social service organizations, and concerned citizens across the country to help raise the public awareness of domestic violence issues.

DATED at the Village of Wheeling this 19th day of September, 2016.



Dean S. Argiris, Village President

ATTEST:



Elaine E. Simpson, Village Clerk



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: September 19, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Granting Special Use – Site Plan Approval for Religious Assembly for Promise and Fulfillment Community Church at 5110-6360 Capitol Drive [Docket No. 2016-18].

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner, Promise and Fulfillment Community Church, is requesting special use – site plan approval to establish a religious assembly use in vacant commercial space in the I-1 Light Industrial and Office District. The subject site includes a total of four buildings. The church would occupy 100% of one building and 30% of a second building, with the remaining area to be occupied by commercial tenants.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff report
Draft PC Findings of Fact and Recommendation
Fire Department memo
Engineering Division memo
Photos of existing conditions
Project summary (21 pages)
Plans / exhibits (8 sheets)

RECOMMENDATION: To approve.

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

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

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

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

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

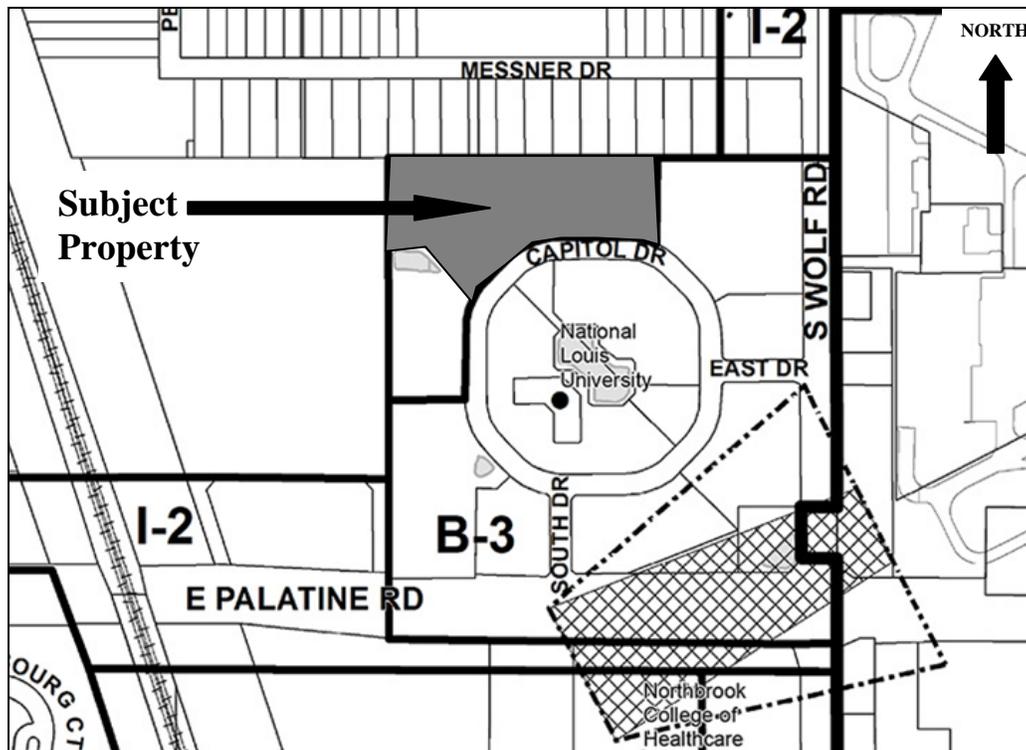
FROM: Andrew C. Jennings
Director of Community Development

DATE: September 15, 2016

SUBJECT: **Docket No. 2016-18**
Promise and Fulfillment Community Church
5110-6360 Capitol Drive
Special Use and Site Plan Approval for a Religious Assembly

PROJECT OVERVIEW: The petitioner is seeking special use – site plan approval for a religious assembly use at a light industrial / commercial property that includes four principal structures. The petitioner plans to use one and a half of the existing buildings for religious assembly.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, September 8, 2016, Commissioner Johnson moved, seconded by Commissioner Dorband, to recommend approval of Docket No. 2016-18 to grant Special Use-Site Plan approval under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to allow religious assembly at the existing developed property in the I-1 Light Industrial

Request for Board Action

Page 2 of 10

RE: Plan Commission Docket No. 2016-18

and Office District at 5110-6360 Capitol Drive, Wheeling, Illinois, in accordance with the following plans, submitted by Promise and Fulfillment Community Church on August 1, 2016:

- Project summary (21 pages);
- Aerial photo of site;
- Existing site/landscape plan;
- Demolition floor plan of Building A;
- Proposed floor plan of Building A;
- Demolition floor plan of Building B;
- Proposed floor plan of Building B;
- Photos of existing site lighting; and
- Photos of existing landscaping.

And with the following conditions of approval:

1. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;
2. Within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking (centrally located) for five; and
5. The petitioner shall work with staff to clean up rear loading docks.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

<u>Proposed name of Development:</u>	Promise and Fulfillment Community Church
<u>Applicant(s) Name:</u>	Jae Choi Kim
<u>Property Owner Name:</u>	Charford, Inc.
<u>Common Property Address:</u>	5110-6360 Capitol Drive
<u>Common Location:</u>	The property is located at the northwest corner of Capitol Drive
<u>Neighboring Property Land Use(s):</u>	North: Industrial West: Industrial

	South: Industrial/Institutional East: Religious assembly
<u>Comprehensive Plan Designation:</u>	Industrial
<u>Property size:</u>	Approximately 5.37 acres (total building space dedicated to religious assembly use 20,139 sq. ft.)
<u>Existing Use of Property:</u>	Office/Commercial/Vacant
<u>Proposed Use of Property:</u>	Religious assembly
<u>Existing Property Zoning:</u>	I-1 Light Industrial and Office District
<u>Previous Zoning Action on Property:</u>	
1994-12	Special Use and Site Plan Approval for a Therapeutic Day School (Ord. 2960, passed 6.06.1994)
2002-5	Special Use and Site Plan Approval for a Therapeutic Day School (Ord. 3619, passed 3.11.2002)

DESCRIPTION OF PROPOSAL

The petitioner, Promise and Fulfillment Community Church, has submitted a detailed project summary for review. In summary, the petitioner is requesting special use approval to allow religious assembly in one and a half of the existing four buildings on the property. Building A will be entirely occupied by the Church; approximately 30% of Building B will be occupied by the Church. The petitioner will be occupying space that is currently vacant. All of the existing tenants in Buildings B, C, and D will remain.

There are presently approximately 230 members of this religious assembly, many of which are children. There are three full-time pastors and three part-time support staff.

Exhibit E of the project summary provides detailed hours of operation for the proposed use of the property. Small worship services (25 attendees) are planned in the early mornings and small bible studies (25–30) and moderate-sized worship services (50 attendees) are planned for the evenings. During regular daytime business hours, when the commercial tenants would be in operation, there will be no more than six church staff working at the subject property. Larger worship services and other activities are planned from 9AM to 3PM on Sundays.

No exterior modifications are proposed to the buildings or site.

SITE PLAN REVIEW

Scale of Site Plan: Not to scale.

Proposed General Site Layout: There are no changes proposed. The Engineering Division noted the rear access drive is showing major signs of deterioration. Parking lot maintenance will be required. The Plan Commission added a condition of approval to address these issues.

Floor Plans / Proposed Uses: The building plans for Building A and Building B have been provided by the petitioner. Building A (100% religious assembly use) will include the main sanctuary, fellowship hall, preschool area, nursery, library, offices, choir room, and storage. Building B (30% religious assembly use) will include a chapel, library, classrooms, and office space.

Total Number of Parking Spaces: The site currently has 215 total parking stalls. The proposed religious assembly use and the existing office uses of the other tenants have different peak periods for parking. The peak parking use for the church will occur Sundays. The sanctuary has 238 seats, which necessitates 80 parking stalls. Even if the sanctuary and other offices or classrooms were occupied at the same time, there would be more than enough on-site parking during the peak religious assembly use. The remaining commercial space in Building C, Building D and portions of Building B total 39,899 sq. ft. If all of this commercial space is assumed to be office, which requires more parking than other permitted uses in the I-1 District such as light manufacturing or warehouse, then 160 parking spaces are required. Assuming these office users have a peak period of weekdays from 7AM to 7PM, then there is ample parking for the commercial tenants. There is also ample on-site parking for future growth among the congregation.

Bicycle parking: The site plan does not show bike racks. Bicycle parking for ten shall be provided by Code. The Plan Commission may wish to discuss bicycle parking options for the petitioner, including consideration for indoor or outdoor parking. The Plan Commission added a condition of approval to include bicycle parking for five.

Site Lighting: No change to the site lighting is proposed. There existing light poles are indicated on the site plan. Photographs of the light poles in use are provided. Since there are no exterior changes to the site, the existing lighting should be adequate for the proposed use.

Trash enclosure: No trash enclosure is noted on the site plan. The Plan Commission determined that the trash receptacles are maintained near the loading docks at the rear of the site.

Ownership: The petitioner is under contract, pending zoning approval, to purchase the property.

Sidewalks: There is an existing sidewalk along Capitol Drive on the opposite side of the street from the subject property.

LANDSCAPING PLAN REVIEW

Existing Landscaping: The existing site/landscape plan identifies existing deciduous trees, evergreen trees, and shrubs. The site also includes other perennial plants. No additional plant material is proposed. The Plan Commission recommended the following condition of approval: within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings.

Landscape Irrigation: The site is irrigated.

STANDARDS FOR SPECIAL USE

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

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

“For over eleven years, PNF Church did not have a permanent home for its congregation. As a tenant at various locations at public schools and other church owned properties, PNF Church had to accommodate other entities schedules and at times without a place of worship the Church resorted to outdoor services if weather permitted.

There are a substantial number of Korean American residents in the northwest suburbs, and a church location will be a public convenience. The proposed location will provide convenient space for worship with adequate onsite parking to make it easier for the community to travel to church and worship, and, will relieve parking irregularity and congestion. With adequate space to worship and ample parking, the Church will better serve its members and the community at large, as most of the members of the congregations reside in the northwest suburbs of Chicago. Over 70% of the 150 members reside in the northwest suburbs of Wheeling, Glenview, Niles, Northbrook, Vernon Hills, Long Grove, and Buffalo Grove.”

The proposed religious assembly use will occupy vacant commercial space. This vibrant use will bring over 200 congregants to Wheeling.

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 proposed Special Use will not generate a significant change in the character of the neighborhood as there are already religious and not for profit use on other properties in the area.

The Property is located on the northwest corner of Wolf and Palatine roads within a complex commonly known as “Capital Commerce Center.” PNF Church will join the Center’s current occupants that include a variety of businesses and institutions that will remain at the Center, including other, religious, not for profit and educational uses. Thus, once the Special Use is granted, the essential character of the Property the Center as well as the area will remain unchanged.

PNF church proposes to convert vacant office space in the Property to religious use as a church. The church will convert vacant office space to church use with no changes to the exterior of the buildings. The use of the other portions currently occupied by commercial office tenants will remain the same.”

Capitol Commerce Center is home to other religious assembly uses, cultural institutions and educational facilities. The proposed use will be complementary to the existing uses of the surrounding area.

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

“As above noted, there will be no exterior changes to the Property that is within Capital Commerce Center, a large commercial complex. PNF Church will only remodel the interior portions for church use of the vacant portions of the Special Use Buildings which are the subject of this special use application with no displacement, change or effect on any existing tenants or occupants.

The Church will occupy a small portion of property within the complex known as Capital Commerce Center located at 5110–6330 Capital Drive, Wheeling, Illinois 60090, which consists of a structure of approximately 59,994 square feet on land of approximately 5.36568 acres and which includes multiple tenants who will remain, including National Lewis University, The Learning House, Snap Diagnostics, Korean Cultural Center of Chicago, Grace Church and Candlewood Suites and Hotels.

PNF Church will occupy and requests Special Use approval for only portions of the Property it has contracted to purchase. The Special Use areas include 6310–6360 Capitol Drive (designated as Building “A” on the attached Site Plan) and only a portion of 5210–5260 Capitol Drive (designated as Building “B” on the attached Site Plan) which is also occupied by Snap Diagnostics, LLC, whose use and occupancy will not be impacted.

PNF Church proposes to convert currently vacant areas of the Property for religious use which will result in 33% for Religious Use and 67% for the continuation of existing commercial office use; A chart of Ratio of Religious and Commercial Use at the Property is attached as Exhibit C.

Building A: PNF Church intends to modify the interior of this building which is currently configured for use as office space. PNF Church will build out a Main Sanctuary of 300 seats, a Fellowship Hall, and children’s service and play area. There will be ancillary rooms such as a choir room, nursery, staff offices and a library, a small kitchen, and storage rooms. (Please refer to Floor Plan of Building “A” submitted as part of the Petition.)

Building B: Currently, Building B is also designed for office space use. PNF Church will occupy and use 4,387 sq. ft. of the space of the 15,572 sq. ft. of in this building. The

remaining space is occupied by and will continue to be occupied by Snap Diagnostics. Thus, PNF Church will use approximately 28% of the available space in Building B. PNF Church will modify the interior only to build out and for uses as a chapel, classrooms, offices, storage, and youth and English ministry. (Please refer to Floor Plan of Building "B" submitted as part of the Petition.)

There are commercial uses both to the north and west sides of the Property. There are religious, cultural and educational uses to the east and south sides of the Property.

Promise and Fulfillment Community Church believes that the proposed Special Use will be in harmony with the present use of the Center as there is already religious, cultural and educational land use of the existing properties.

There will be no impact on the ingress to or egress from the property."

The site is configured with four existing buildings, ample parking, and a network of sidewalks between buildings. The peak period of the religious assembly use will be opposite to the peak period of the commercial office users of the site. There should be no conflict of traffic patterns from the proposed use. The proposed use will not impact adjacent properties.

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?)

"As stated above, there will be no changes to the exterior of the buildings themselves. Thus, there will be no negative impact on the location, nature and height of the buildings.

When the Special Use is granted and PNF Church occupies the premises, there will be vibrant use and activities on the premises rather than its current vacant state. PNF Church plans to improve the existing landscaping by planting more perennial plants and timely spring flower planting to improve the landscaping and aesthetics of the building. No other landscape plans are contemplated."

See Staff response to #3.

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

*"There is sufficient parking for the Special Use requested. There are currently a total of 215 parking spaces on the Property, and the use of parking will be **complimentary** rather*

than conflicting as the hours of operations of a church and office buildings (portion of Building B and all of Building C and D on the Site Plan) differ.

The users of the office buildings will use the Property only during regular office hours from Monday to Friday, 7am to 6pm. PNF Church will use the Property on Friday night for worship service from 8pm to 9:30 pm, Saturday for worship preparation activities, and on Sunday from 8am – 3pm.

A usage chart of peak hours for the tenants of the Property and the church use is attached here as Exhibit E.”

As mentioned in the report above, there is ample parking provided for the mix of religious assembly use and commercial/office use for subject property. The parking configuration is not changing and is considered safe and efficient.

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.)

“The Property has remained vacant for a long period of time. Various portions of the Special Use Buildings have been vacant between 1.5 years and 4 years. PNF Church will occupy the space and beautify what is currently vacant property and one which has been vacant for some time which yielded no economic return for the owner or for the community and if the Special Use is not granted the property will continue to be vacant for an undeterminable period with negative impact on the Center and the community.”

If the special use is not approved, the vacant building space will likely remain empty in the near future.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

There are five conditions of approval associated with the Plan Commission recommendation for Docket No. 2016-18. The recommendation for Docket No. 2016-18 included the following conditions, which have been incorporated into the attached special use ordinance:

1. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;
2. Within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking (centrally located) for five; and
5. The petitioner shall work with staff to clean-up rear loading docks.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

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

STAFF REVIEW

Fire Department Review: The Fire Department has submitted a review memo, dated August 29, 2016.

Engineering Division Review: The Engineering Division has reviewed the plans and visited the property. In its memo, the Engineering Division has noted that the rear access road is showing major signs of deterioration and shall be repaved. It is also noted that some storm sewer structures are sinking and further evaluation is required to see what damage has been done and what repairs are necessary. At staff's suggestion, the Plan Commission included a condition of approval to address these comments.

Health Division Review: The Health Officer has reviewed the plans and noted that the determination of an interior vs. exterior grease basin will be made at the time of building permit.

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

Senior Planner's Recommendation to the Plan Commission: Prior to making a motion at the September 8th hearing, staff recommended to the Plan Commission review of the following items with the petitioner:

- Discuss bicycle parking options for the petitioner;
- Verify that the refuse will be stored indoors or determine if a trash enclosure shall be located outside; and
- Reiterate the engineering comments regarding paving and storm sewer repairs.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to approve a religious assembly special use at 5110-6360 Capitol Drive, subject to the recommended conditions. An Ordinance is attached for the Board's consideration.



Andrew C. Jennings
Director of Community Development

- Attachments:**
- Ordinance
 - Findings of Fact and Recommendation (Draft)
 - Fire Department memo
 - Engineering Division memo
 - Photos of existing conditions (staff)
 - Project summary (21 pages)
 - Aerial photo of site
 - Existing site/landscape plan
 - Demolition floor plan of Building A

Proposed floor plan of Building A
Demolition floor plan of Building B
Proposed floor plan of Building B
Photos of existing site lighting
Photos of existing landscaping

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL USE – SITE PLAN APPROVAL FOR RELIGIOUS ASSEMBLY FOR PROMISE AND FULFILLMENT COMMUNITY CHURCH AT 5110–6360 CAPITOL DRIVE

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on September 8, 2016, to consider a request under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a religious assembly use at 5110–6360 Capitol Drive, Wheeling, Illinois, hereinafter legally described and zoned I-1 Light Industrial and Office District; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, that passed by a vote of 6 ayes, 0 nays, 1 abstaining, 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 as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish a religious assembly use in the I-1 Light Industrial and Office District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, to be located at 5110-6360 Capitol Drive, Wheeling, Illinois, hereinafter legally described:

LEGAL DESCRIPTION:

LOT 1 IN FRESH-N-GO SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINDIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NUMBER 0020519803, IN COOK COUNTY, ILLINOIS.

(The above described property is commonly known as 5110-6360 Capitol Drive, Wheeling, Illinois, and is zoned I-1 Light Industrial and Office District.)

Section C

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the following exhibits, herein attached and made part of, submitted August 1, 2016 by Promise and Fulfillment Community Church, to be located at 5110–6360 Capitol Drive, Wheeling, Illinois:

- Project summary (21 pages)
- Aerial photo of site
- Existing site/landscape plan
- Demolition floor plan of Building A
- Proposed floor plan of Building A
- Demolition floor plan of Building B
- Proposed floor plan of Building B
- Photos of existing site lighting
- Photos of existing landscaping

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. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;
2. Within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking (centrally located) for five; and
5. The petitioner shall work with staff to clean up rear loading docks prior to occupancy.

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.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-18
Promise and Fulfillment Community Church
5110-6360 Capitol Drive
Special Use-Site Plan Approval of a Religious Assembly Use

Docket No. 2016-18 Promise and Fulfillment Community Church, contract purchaser, is seeking Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-09 Planned Unit Developments; Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a Religious Assembly use at 5110-6360 Capitol Drive, Wheeling, Illinois, which is zoned I-1 Light Industrial and Office District.

Chairman Ruffatto called Docket No. 2016-18 on September 8, 2016. Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers ready the following paragraph aloud.

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

Mr. Justin Silva, Attorney, Daniel Shapiro Law, 3663 Woodhead Drive, Northbrook, IL 60062 and Mr. Ho Sang Lee, Architect, Saang Inc., 7320 N. Milwaukee Avenue, Suite D, Niles, IL were present and sworn in.

Mr. Silva stated the petitioner is currently under contract to purchase the property at 5110-6360 Capitol Drive. It is roughly 5 acres and located at the northwest corner of Capitol Drive. The property is anchored by National Lewis University. There are surrounding uses around Capitol Drive. The current zoning for the property is I-1 Light Industrial and Office District. The surrounding uses are essentially the same. There is a lot of industrial office and institutional with

some religious assembly to the east.

There are four existing 1-story brick structure buildings on the property. Structure A is a rectangular structure with a mirror image directly to the east referred to as Structure B. They are only focusing on Religious Assembly Zoning for Structures A&B. They are purchasing the entire property but some of the buildings are leased out and will remain leased.

The petitioner will be occupying all of Building A which is the northern most building. It will include their sanctuary, fellowship area as well as ancillary space. They will also occupy a small portion of Building B which is directly south. The petitioner will occupy roughly 28% of the building. The current tenant would remain in the building. Buildings C & D are both leased and will continue to be used as office space.

Mr. Silva referred to the parking. There is a large shared parking lot except for a portion on the eastern side. He confirmed there was ample parking. They are proposing to include the sanctuary in Building A which would have approximately 238 seats (80 parking spaces). There are a total of 215 parking spaces. Mr. Silva stated the parking lot was in good condition with some recent patch work. The parking lot is completely lit and landscaped. He referred to a rear access road to the north of the property that was in bad disrepair. The petitioner is aware of it and plans to do the necessary repairs.

Mr. Silva stated they are not proposing any changes to the exterior. The landscaping will remain the same and is currently irrigated.

Pastor Kim, Senior Pastor, Promise and Fulfillment Community Church was sworn in. He stated he was a resident of Wheeling. He thanked the Commission for the opportunity to present. He explained their church was currently located in Winnetka. They rent space from another church but have long dreamed and prayed for their own church where they can root, grow and become a part of the community. They want to provide a convenient worship space for their members and provide a solid Christian foundation for their youth. They look forward to becoming part of the community and working with the Village in the future.

Associate Pastor Reverend Peter Chung, Promise and Fulfillment Community Church was sworn in. Reverend Chung explained he had been serving the church for about 3.5 years and was directly involved in English ministry for young adults and children's ministry. He explained the church was a religious congregation currently located at 470 Maple Street, Winnetka, IL that was founded in 2004 and has been in continued operation since its founding. It has grown steadily and currently has 150 adult members, 30 young adult members and about 50 children. They have been renting since the founding in the north suburban area and are currently renting from the Christ Church of Winnetka. There are three full-time pastors and three part-time supporting staff members. Church services are held on Sundays at 9:00 a.m. and 11:00 a.m. He explained they were looking for another location since there had been conflicts with their schedule and the host church. They believe the Wheeling church will better serve its members and the community at large since most of the members reside in the northwest suburbs.

Reverend Chung explained their vision by relocating to Wheeling was to provide comfortable

worship service for their members and to provide a solid Christian foundation for the next generation. He explained one of the issues at their current location was they were forced to have their worship service outside for 3 consecutive weeks while the church holds a rummage sale. He mentioned it was inconvenient for them.

Mr. Silva clarified the parking situation. He referred to a table showing peak parking times and peak worship times for the church. The services occur Tuesday through Friday in the early morning from 5:30 a.m. – 6:30 a.m. for approximately 25 members attending. The peak times on the weekend are on Saturday from 7:00 a.m. – 9:00 a.m. with various activities occurring on property and services on Sunday at 9:00 a.m. and 11:00 a.m. with a service at 9:30 a.m. for the English ministry. Mr. Silva noted the peak hours of the church were completely opposite of the normal business hours of the office space so they would not have a lot of conflict with the parking.

Mr. Ho Sang Lee stated he had 24 years of experience as an architect. He worked with the Village in 2004 as the architect for the First Korean United Methodist Church on Hintz Road and in 2005 as the architect at Northfield Presbyterian Church. The proposed site is located in a light industrial and office district and is 5.365 acres. There are four existing 1-story, individual brick building structures in good condition. The buildings are fully equipped with fire sprinkler systems. There are ample parking spaces on the site for a total of 215 spaces. Mr. Lee confirmed the parking will be more than adequate. The egress and ingress to the site is from Capitol Drive to the south of the property. There are existing light poles throughout the site, an irrigation system and well maintained landscaping with the correct numbers of plantings throughout the site. The service road looping the site circles the backs of the building to the north. The storm detention area is to the southwest corner of the property. He confirmed there are no exterior modifications.

Mr. Lee stated that the church program calls for 100% of Building A (15,700 square feet) and 28% of Building B (4,300 square feet). Building A has the main sanctuary with 238 seats along with a fellowship area, church offices, pastor's offices, choir practice area and meeting rooms. Building B includes children Sunday school, classrooms, small library and offices. He explained it was a very simple conversion project with limited demolition of interior walls.

Chairman Ruffatto asked for comments from the audience.

From the audience, Mr. So Kim, 660 Prospect Lane, Wheeling and son of Pastor Kim was sworn in. Mr. Kim mentioned that his father's church model has always been about having its roots within the community. His father inspired him to go on mission trips and help struggling young students with English, finance and mathematics. He explained that he has always wanted to give back to the community but found it increasingly difficult to do at the Winnetka location because all the students would leave within a matter of weeks. He found the reason was because it was difficult to find a place to meet since the landlord of the church would always deny their requests to meet at the church. The second reason was because the students didn't feel their time and effort was worth investing in the church since they didn't have their own building.

From the audience, Mr. John Park, 759 Riverwalk Drive, Wheeling was sworn in. Mr. Park explained he was in favor of the church since he lives in Wheeling and would be a more convenient

location to attend church.

Ms. Jae Choi Kim, Attorney, 4001 W. Devon Avenue, Suite 507, Chicago was sworn in. She stated that she did not live in Wheeling but headed the project and wanted to express that regardless of what happens she was grateful for the Village of Wheeling. She mentioned that her experience with the Village was very professional and competence provided by Ms. Jones. She thanked Ms. Jones and referred to her conversation with Drew Garcia and mentioned they had been so accommodating and helpful in understanding the process. She felt it was a community they could belong to.

Commissioner Johnson questioned how the trash was handled in the complex. Mr. Silva explained the dumpster was located in the loading dock on the rear access road and was not visible from the roadway or neighbor. The petitioner would like to continue to utilize this area.

Commissioner Zangara referred to the green space on the site and asked if they planned to use it. Pastor Chung confirmed they had been forced to hold outdoor worship services in a nearby park. Commissioner Zangara felt there might be an opportunity to utilize the green space.

Commissioner Zangara referred to Staff's comments regarding requiring bike parking for 10. He was familiar with the location and times of services and didn't think people would be riding their bicycles to the church. He felt in this instance, he didn't think a bike rack would be a requirement that he would pursue. He suggested taking a poll. Ms. Jones explained the Commission could elect to allow them to have no bicycle parking or less than the required 10.

Commissioner Zangara felt it was a great opportunity for the church.

Commissioner Powers felt the presentation was excellent and he appreciated the thoroughness.

Commissioner Powers referred to the condition of the loading dock in the back. He mentioned there was rust running down it and the railings/doors were rusted. He felt the loading dock area needed some work.

Commissioner Powers referred to a white slatted fence on the northwest side of the rear access road. He mentioned there were some weeds between the fence and curb that were encroaching into the rear drive. He questioned who owned the area. Mr. Silva confirmed the fence was located on the auto property. He agreed to check the survey to see the exact location of the weeds. He agreed to clean up the weeds on their side of the fence.

Commissioner Powers referred to the west drive and mentioned it needed to be repaired. He questioned if they planned on resurfacing it. Ms. Jones felt it would be considered part of the rear access drive improvements. Mr. Silva agreed.

Commissioner Powers felt the parking lot in front of building A and to the west side of D needed to be sealcoated and striped. Mr. Silva agreed to restripe.

Commissioner Powers was in favor of the use.

Commissioner Dorband felt the hours of services would not conflict with most of the office hours.

In reply to Commissioner Dorband's question, Mr. Silva confirmed they were planning to keep the leased out areas. He confirmed the current leases were long-term leases.

Commissioner Dorband referred to the Engineering Comments. Ms. Jones believed the petitioner was in agreement with the memo from the Engineering Division. She confirmed it would be part of the conditions.

Commissioner Dorband referred to the handicapped parking signs, the poor condition of the rear access drive and the comments from the Fire Department. Ms. Silva agreed to the conditions.

Commissioner Dorband felt it would be a wonderful use of the space.

Commissioner Issakoo felt it was a great use and thanked the petitioner for the thorough presentation.

Commissioner Issakoo asked Staff if the lighting and landscaping were OK. Ms. Jones explained the lighting was in conformance with the Zoning Code when the building was constructed so she assumed it was still adequate today. The petitioner had provided a landscape plan that showed the existing landscaping.

In response to Commissioner Issakoo's question, Ms. Jones reported that staff reviews maintenance issues at time of business licensing so if the Commission would exclude them in the comments more than likely it would be addressed before the tenant moved in.

From the audience, Ms. Jae Choi Kim asked the location for the striping. Ms. Jones explained it was in front of Buildings A and B. Ms. Kim explained there had been issues with the rear drive with the previous owner. The property was purchased as a foreclosed property so no one has maintained it for three years. They knew it would be a cost and promised they would take care of it.

Commissioner Blinova had no comments.

Chairman Ruffatto questioned the location of the trash cans. Mr. Silva explained they were located in front of the loading docks. Chairman Ruffatto questioned the location of the trash containers for buildings C and D. Mr. Silva confirmed it was also located in the back.

Chairman Ruffatto mentioned there was not a lot of color in the existing landscaping and was bare in the winter. He would like to see more color and suggested adding annuals and perennials. He does not want to hold up the docket but wants to see a plan with more color in the landscaping. Mr. Silva agreed to work with Staff on it. The entire Commission was in agreement.

In reply to Chairman Ruffatto's question, Mr. Silva stated the other businesses on the property include National Lewis University (Building D), Snap Diagnostics (Building B) and Rehab Institute

of Chicago and the Learning Tree (Building C).

Chairman Ruffatto took a poll regarding requiring a bike rack.

Commissioner Johnson – In favor for a couple of bikes

Commissioner Powers – In favor

Commissioner Dorband – In favor for a couple of bikes

Commissioner Issakoo – In favor for a few spaces

Commissioner Zangara – not in favor

Chairman Ruffatto suggested reducing the number of spaces to five. He felt it was important to continue the trend of biking in the community. Commissioner Zangara suggested putting the rack in a location that was centrally located within the entire site. Mr. Silva was in agreement.

Chairman Ruffatto requested cleaning up and painting the loading dock areas. Ms. Jones asked for clarification on what would be painted. Commissioner Powers expressed concern about the rust color on the walls. Ms. Jones explained it might not be something that was typically painted. Commissioner Zangara suggested power washing. Ms. Kim promised that the church would work with Ms. Jones to determine the cost and clean it.

Chairman Ruffatto questioned if there would be weddings held at the church or any other large gatherings. He questioned if there would ever be a need for additional parking. Pastor Kim confirmed there were not many major events and they would not need any additional parking.

Commissioner Johnson questioned if the petitioner would return with signage. Mr. Lee confirmed they were working on it. Commissioner Johnson suggested tying it into their landscape plan.

Commissioner Johnson moved, seconded by Commissioner Dorband to recommend approval of Docket No. 2016-18 granting Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, in order to allow religious assembly at the existing developed property in the I-1 Light Industrial and Office District at 5110-6360 Capitol Drive, Wheeling, Illinois, in accordance with the following plans, submitted by Promise and Fulfillment Community Church on August 1, 2016:

- Project summary (21 pages);
- Aerial photo of site;
- Existing site/landscape plan;
- Demolition floor plan of Building A;
- Proposed floor plan of Building A;
- Demolition floor plan of Building B;
- Proposed floor plan of Building B;
- Photos of existing site lighting; and
- Photos of existing landscaping.

And with the following conditions:

1. The parking lot requires improvements including, at minimum, repaving of the rear access road. Storm sewers are also sinking. An engineering evaluation is required to determine the condition of the storm sewer structures. Repairs to the structures may be required based upon the evaluation. This work shall be complete prior to occupancy;
2. Within 120 days of special use approval, the petitioner shall return to the PC for minor site plan and appearance approval of a landscape plan that includes additional plantings;
3. The west parking lot shall be resealed and restriped;
4. The site shall include bicycle parking (centrally located) for 5; and
5. The petitioner shall work with staff to clean-up rear loading docks.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Dorband to close Docket No. 2016-18. 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 9.15.2016
FOR APPROVAL ON 9.22.2016**



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith Maclsaac, Fire Chief
FPB File
DATE: August 29, 2016
SUBJECT: Proposed Religious Facility – 5210-5260 and 6310-6360 Capitol Drive - Plans received for review by the Fire Department, August 2, 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 reviewed includes four existing 1-story buildings with associated driveways, parking lots and surrounding landscaping features for the site. The petitioner proposes to use one of the buildings (Building A, 6310-6360 Capitol Drive and a portion of a building (Building B, 5210-5260 Capitol) for religious occupancies.
2. Based on the documents reviewed there are no proposed changes to the site, including utilities (i.e. – water service and fire hydrants).
3. The existing fire service access route (fire lane) on the west side of the property as well as behind all four buildings is in extremely poor condition and requires repairs and/or reconstruction. In addition, there is no curbing installed along the drive on the far west side.
4. The following areas shall be posted as fire lanes:
 - a. Both sides of the entire drive along the rear of all four buildings.
 - b. Both sides of the fire access drive on the west side of the complex.

A Condition of Approval for the petitioner's Special Use should be included to show the fire lanes and that they are posted as a "Fire Lane".

Promise and Fulfillment Community Church - 5210-5260 and 6310-6360 Capitol Drive - New use of existing 1-story office buildings as religious assembly occupancy (Church)

1. The existing Building A (6310-6360 Capitol Drive) would be classified as an A-3 (Assembly) Use Group Occupancy as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC).

The building was originally classified as a B (Business) Use Group Occupancy as a multi-tenant office building.

Brooke Jones

SUBJECT: Proposed Religious Facility – 5210-5260 and 6310-6360 Capitol Drive - Plans received for review by the Fire Department, August 2, 2016.

August 29, 2016

Page 2

2. The existing Building B (5210-5260 Capitol Drive) would be classified as a mixed use occupancy consisting of the petitioners A-3 (Assembly) Use Group Occupancy for the chapel and accessory uses and a B (Business) Use Group for the remainder of the building that will be occupied by the existing business occupancies as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC).

The building was originally classified as an B (Business) Use Group Occupancy as multi-tenant office building.

3. The petitioner is proposing no changes to the following B (Business) Use Group occupancies at this time:
 - a. Building C, 5110-5150 Capitol Drive
 - b. Building D, 6210-6250 Capitol Drive
4. All construction/remodeling within the two buildings 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).

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: September 1st, 2016

SUBJECT: Promise and Fulfillment Church Special Use
5110-6360 Capitol Dr. - Review Comments

The Engineering Division received a project summary, plat of survey, existing landscape plan, site photos, demolition plan for buildings A and B, and floor plan for buildings A and B for the subject project on August 2nd, 2016. The Engineering Division has completed a review of the above referenced submittal and has the following comments:

1. It was noticed that the handicapped parking signs in front of building A do not conform to the Village of Wheeling standard detail. It is recommended that they be replaced/modified to meet the dimension criteria in the standard detail.
2. Rear access drive is showing major signs of deterioration. Storm sewer structures appear to be sinking causing localized failure in the asphalt. This rear access road will need to be repaved. An engineer will need to evaluate the condition of the structures to determine if they are structurally sound or if they need replacing to prevent future sinking and asphalt damage. If structures are deemed structurally sound, a maximum of three 4" adjusting rings can be used to make the frames flush with the new pavement.

Promise and Fulfillment Community Church – 5110-6360 Capitol Drive

Docket No. 2016-18 (Special Use-Site Plan Approval for Religious Assembly Use)

Plan Commission Meeting – September 8, 2016

Village Board Meeting – September 19, 2016



Existing conditions – Looking north at Building A

Promise and Fulfillment Community Church – 5110-6360 Capitol Drive

Docket No. 2016-18 (Special Use-Site Plan Approval for Religious Assembly Use)

Plan Commission Meeting – September 8, 2016

Village Board Meeting – September 19, 2016



Existing conditions – Looking east at entry of Building D

Promise and Fulfillment Community Church – 5110-6360 Capitol Drive

Docket No. 2016-18 (Special Use-Site Plan Approval for Religious Assembly Use)

Plan Commission Meeting – September 8, 2016

Village Board Meeting – September 19, 2016



Existing conditions – Looking northwest at Buildings D and B

Promise and Fulfillment Community Church – 5110-6360 Capitol Drive

Docket No. 2016-18 (Special Use-Site Plan Approval for Religious Assembly Use)

Plan Commission Meeting – September 8, 2016

Village Board Meeting – September 19, 2016



Existing conditions – Looking east at Buildings B and C

SPECIAL USE APPLICATION
OF
PROMISE AND FULFILLMENT COMMUNITY CHURCH
TO
VILLAGE OF WHEELING, ILLINOIS
JULY 28, 2016

Submitted on behalf of Applicant by:

Alexander R. Domanskis, Attorney
Boodell & Domanskis, LLC
One North Franklin, Suite 1200
Chicago, IL 60606
312.540.1075
domanskis@boodlaw.com

Applicant:

Promise and Fulfillment Community Church
470 Maple Street
Winnetka, IL 60093
Attn: Jae Choi Kim
773.725.5538
jaekimlaw@gmail.com

Exhibit Received August 1, 2016

PROMISE AND FULFILLMENT COMMUNITY CHURCH

**REQUEST FOR SPECIAL USE FOR RELIGIOUS USE
WITH THE VILLAGE OF WHEELING**

6310 – 6360 Capitol Drive and 5210 – 5260 Capitol Drive, Wheeling, IL 60090

July 28, 2016

SUMMARY

Promise and Fulfillment Community Church (“**PNF Church**”) has contracted to purchase property located at 5110-6330 Capital Drive in Wheeling, IL 60090 (“**Property**”) including structures totaling approximately 59,994 square feet on land of approximately 5.36568 acres, inclusive of 215 parking spaces and 4 buildings of which 2 are the subject of this Special Use application. PNF Church respectfully requests the Village of Wheeling to approve the Special Use of a religious assembly to be located in vacant space at 6310 – 6360 Capitol Drive and a portion of 5210 – 5260 Capitol Drive Wheeling, IL 60090 (“**Special Use Buildings**”). The Special Use Buildings are vacant and have been vacant for some time except for the occupancy of Snap Diagnostics, LLC, whose occupancy and use will remain unchanged as a result of the proposed use by PNF Church of space which is vacant in the Special Use Buildings, The remaining buildings that PNF Church proposes to purchase are not the subject of this Special Use application and include the occupancy of Rehabilitation Institute of Chicago, Learning House and National Lewis University whose operation and uses will remain unchanged.

The Special Use Buildings are located within a larger complex at the northwest corner of Wolf and Palatine roads and commonly known as Capital Commerce Center (“**Center**”) The Center is a mixed-use facility with many commercial uses and occupants that include National Lewis University as anchor. These portions of the Center and its current occupants and uses are not included in nor affected by this Special Use application. The portion of the Center that PNF Church will occupy consists only of vacant space in the Special Use Buildings which has been vacant for years and the remaining portions of the Special Use Buildings and the Property to be purchased by PNF Church will continue to be occupied without interruption or change.

Special Use Proposal

Attached as **Exhibit A** is the Site Plan. PNF Church requests Special Use approval for all of 6310 – 6360 Capitol Drive (designated as Building “A” on the attached Site Plan) and the portion of 5210 – 5260 Capitol Drive which will be occupied by PNF Church for a religious assembly (designated as Building “B” on the attached Site Plan) of the Center. PNF Church will occupy space that is currently vacant with portions that have been vacant for several years.

Once the Special Use approval is granted by the Village of Wheeling as requested, the Property will consist of 33% for Religious Use and 67% for commercial office use.

Attached as **Exhibit B** are photo (aerial and ground) the Survey for the Property.

Attached as **Exhibit C** is a chart showing the Ratio of Religious and Commercial Use at the Property.

Attached as **Exhibit D** (consisting of 4 pages) is the Floor Plan for the buildings which are the subject of this Special Use request. These buildings are identified as “Building A” and “Building B” on the attached Floor Plan. The following summarizes the proposed uses of Building A and Building B by PNF Church as a religious use.

Building A: Currently, Building A is laid out as office space use. PNF Church intends to modify the interior of the building only to build out a Main Sanctuary of 300 seats, a Fellowship Hall, and children’s service and play area. There will be ancillary rooms such as a choir room, nursery, staff offices and a library, a small kitchen, and storage rooms. (Please refer to Floor Plan of Building “A” submitted as part of the Petition.)

Building B: Currently, Building B is also designed for office space use. PNF Church will use 4,387 sq. ft. of the space of the total 15,572 sq. ft of the building (28%) for worship and classroom use. The remaining portion of Building B is currently leased for office use by Snap Diagnostics. PNF Church will modify the interior only to build out chapel and classrooms, office and storage rooms. The portion of Building B that will be occupied by PNF Church will be used primarily for youth ministry and English language enhancement.related to PNF’s religious education ministry.

There are commercial uses both to the north and west sides of the Property. There are religious, cultural and educational uses to the east and south sides of the Property.

There is sufficient parking for the Special Use requested. There is currently a total of 215 parking spaces on the Property. As the office use of the parking spaces is during the week and the church use of the parking spaces is on weekends, there will be no conflicting hours of parking use. The users of the office buildings will use the parking lot only during regular office hours from Monday to Friday, 7am to 6pm. PNF Church will use the parking lot on Friday night for worship service from 8pm to 9:30 pm, Saturday for worship preparation activities and on Sunday from 8am – 3pm.

Attached as **Exhibit E** is a usage chart of peak hours for the tenants of the Property and the church use.

Promise and Fulfillment Community Church believes that the proposed Special Use will be in harmony with the present use of the Center and in harmony with the surrounding area as there are already religious, cultural and educational land uses of the Center and the surrounding properties.

Petitioner's Background Information

Promise and Fulfillment Community Church is a religious congregation currently located at 470 Maple St. Winnetka, Illinois, 60093. PNF Church was established as a church on December 26, 2004 and has been in continual operation since its founding. Since its inception, PNF Church has grown as a respected church in the Korean American community in the north suburbs and has held worship services at various rented space, among them located at Regina Dominican High School located in Wilmette, at various schools in Wilmette, and at the current location owned by Christ Church of Winnetka.

The senior pastor of PNF Church and several members reside in the Village of Wheeling. Members include approximately 150 members in the Korean Ministry, 50 children and approximately 30 members in the Youth and English Ministry. The senior pastor and two associate pastors work full time in ministry for PNF Church. There are three other part time support staff members.

Church Services are held on Sunday at 9am and 11am with concurrent children services. Please see Exhibit E for other detailed use of the space.

PNF Church has long dreamed of and prayed for its own church location. For over eleven years, the PNF Church did not have a permanent home for the congregations. As tenants at public schools and other church owned properties, PNF Church had to accommodate other entities schedules and at times without a place of worship – resorted to outdoor services if weather permitted.

By locating to the proposed Property as a religious community, the Church will not only have a permanent location but will restore to use property in the Village of Wheeling that has been long vacant. PNF Church will better serve its members and the community at large, as most of the members of the congregations reside in the northwest suburbs of Chicago, and, as stated above the pastor and other members of the Church now reside in the Village of Wheeling.

Promise and Fulfillment Community Church's vision in locating to Wheeling is to provide comfortable worship space for its members, to provide a solid Christian foundation for its Youth through worship and related activities, and to be members of a broader community by participating in activities and welcoming others to its church, and to help its members to be good Christians and to develop as thoughtful citizens in a diverse society.

PNF Church will benefit the Village of Wheeling by occupying and revitalizing vacant space in the Center and will actively seek opportunities to work and partner with several of the existing occupants of the Center, including National Louis University, Grace Church and the Korean Cultural Center of Chicago whose operations and interests are aligned with the mission of the Church and who will continue as occupants of the Center.

History of Promise and Fulfillment Community Church

PNF Church maintains a commitment to reach the community, teach the nation and inspire the world. PNF Church provides financial and spiritual support for missions throughout Illinois and beyond.

12/26/2004: Church Founded at Northfield Community Church at 400 Wagner Road Northfield, IL 60093.

3/2004: Registered with State of Illinois

3/5/2006: Started Sunday Service at Regina Dominican located at 701 Locust Road Wilmette, IL 60091

3/1/2009: Opened office at Winnetka Presbyterian Church at 1255 Willow Rd., Winnetka 60093 and started Friday Night Service

9/1/2011: Website started address at www.pnfchurch.org

1/4/2015: Moved to new location at 470 Maple Street in Winnetka hosted by Christ Church Winnetka

Attached also are the forms and submissions required by the Village of Wheeling in support of our request including the requirements to comply with the special use standards of Chapter 19, Zoning, of the Wheeling Municipal Code.

Thank you for your consideration of this Special Use request.

Attachments

Exhibit A Site Plan

Exhibit B Photos and Survey

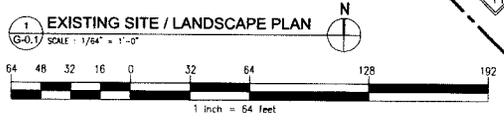
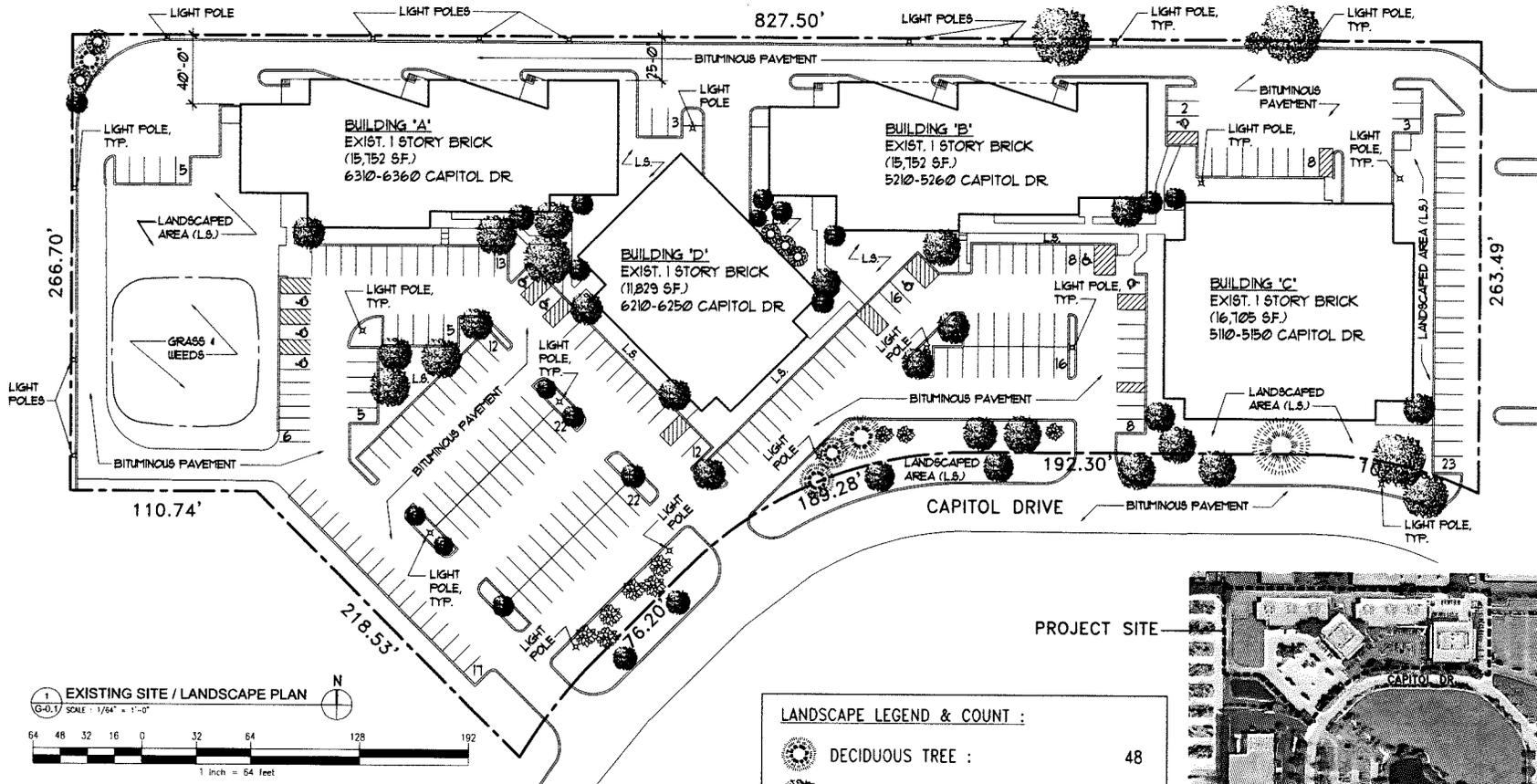
Exhibit C Chart of Ratio of Religious and Commercial Use

Exhibit D Floor Plan (4 pages)

Exhibit E Usage Chart for Peak Hours of Operation

A

Exhibit A



ZONING DATA:

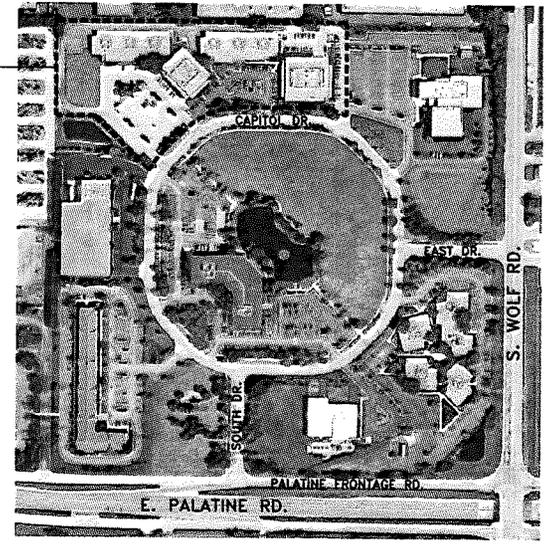
ZONING	1-1 LIGHT INDUSTRIAL & OFFICE DISTRICT
LOT AREA	233,729 SF (5.36568 ACRES)
PARKING	206
PARKING H.C.	9
TOTAL PARKING	215

LANDSCAPE LEGEND & COUNT :

	DECIDUOUS TREE :	48
	EVERGREEN TREE :	10
	SHRUB :	10

REQUIRED PARKING :

CHURCH (TOTAL OF 19,959 SF) :	80 SPACES
LEASED AREA (TOTAL OF 40,035 SF) :	161 SPACES



This drawing indicates the general scope of the space in terms of its layout and is not intended to be used as a construction document. Verify dimensions prior to any construction. This drawing has been prepared by SAANG, INC. Architecture/Design 7320 N. Milwaukee Ave., Suite D, Niles, IL 60714. Tel: (312) 704-8800.

**Architects
Designers
Planners**
SAANG Inc.
7320 N. Milwaukee Ave., Suite D
Niles, IL 60714
Tel: (312) 704-8800
www.saanginc.com

SAANG Inc.



PNF CHURCH
Pyeongnam & Friends United Church of Christ

**EXISTING SITE / LANDSCAPE PLAN
& VICINITY MAP**

REVIEW 07-28-2016	PRICING	BID	PERMIT	CONST
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Exhibit Received August 1, 2016

B

Exhibit B
2 of 4

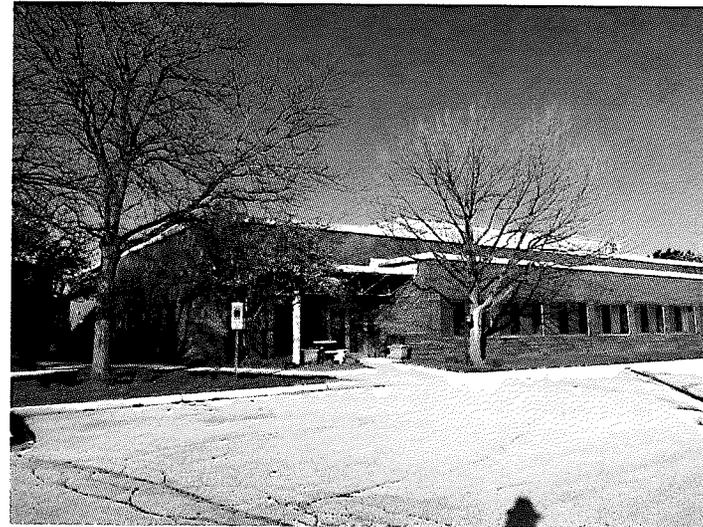
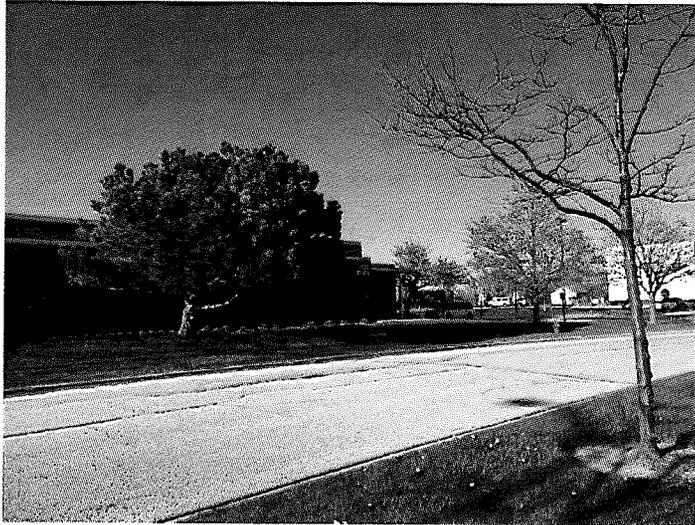


Exhibit Received August 1, 2016

Architects
Designers
Planners
7320 N. Milwaukee Ave., Suite D
Mesa, IL 60714
United States of America

SAANG Inc.

T +1,312,704,8800
F +1,312,704,8880
www.saanginc.com



약속의교회
Pledge of Faithment Community Church

PNF CHURCH

**SITE PHOTOS
EXIST. LANDSCAPING, TYPICAL**

REVIEW
07-28-2016

PRICING

BID

PERMIT

CONST

PH-3

Exhibit B
3 of 4

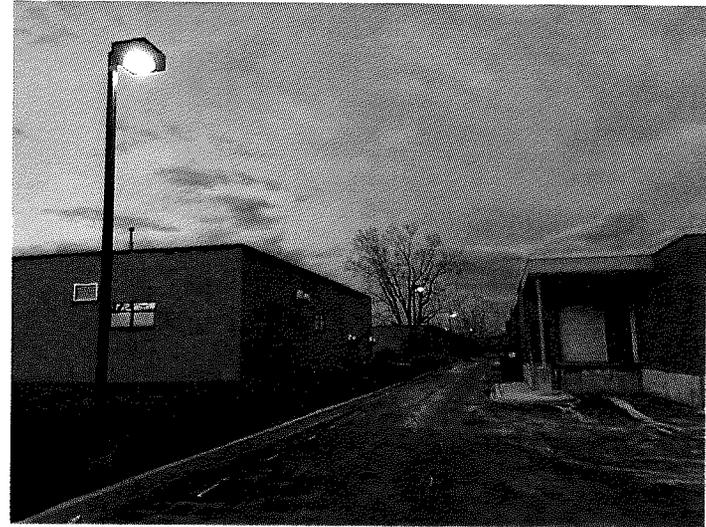


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Exhibit B
4 of 4

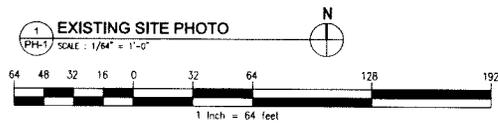
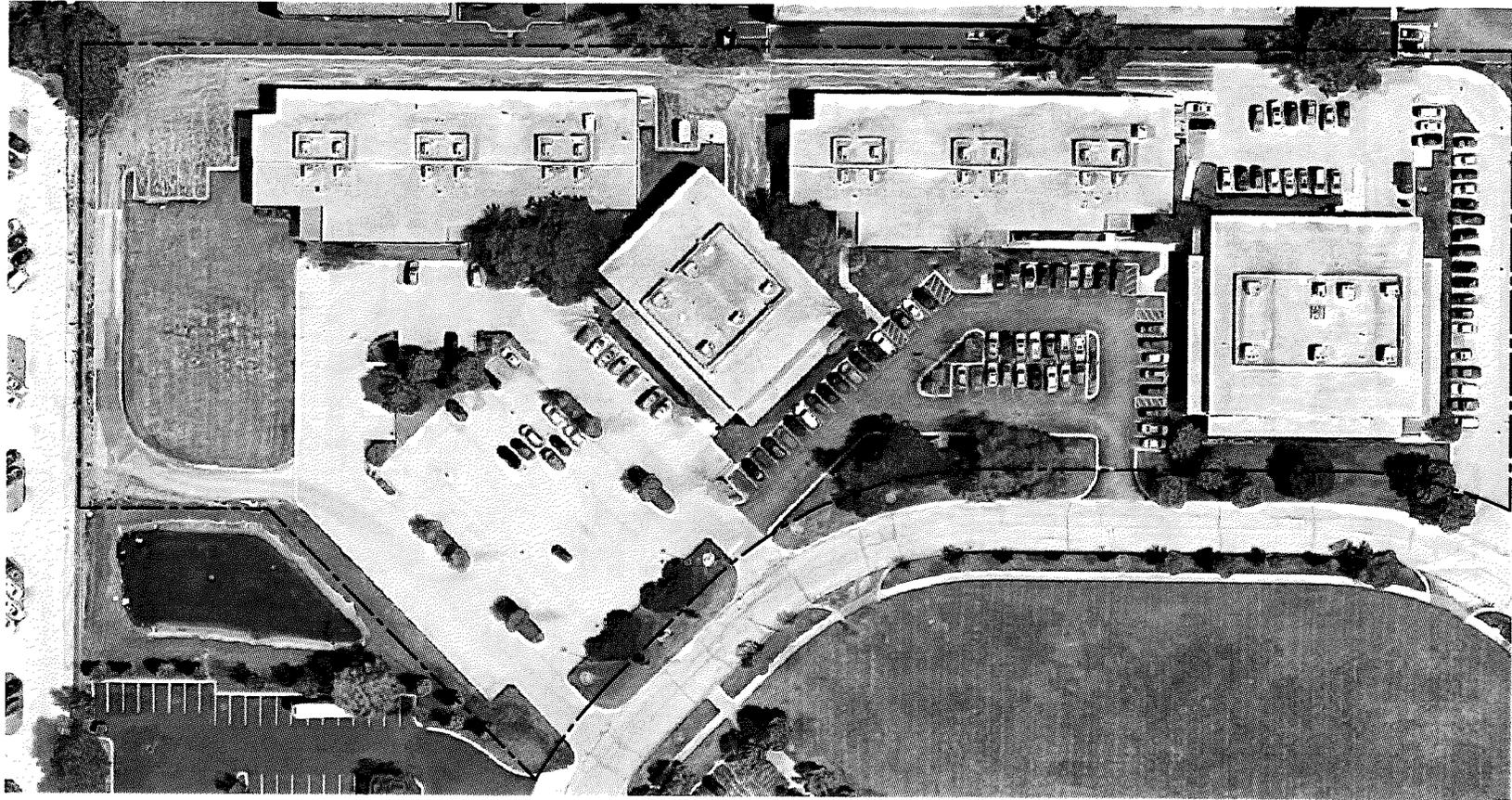


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Architects
Designers
Planners
7320 N. Milwaukee Ave., Suite 0
Niles, IL 60714
United States of America

SAANG Inc.

T +1.312.704.8800
F +1.312.704.8880
www.saanginc.com



약속의교회
Promise of Faithment Church (USA) Ltd.

PNF CHURCH

EXISTING SITE PHOTO

REVIEW
07-28-2016

PRICING

BID

PERMIT

CONST

PH-1

C

Ratio of Religious/Commerical use at 5110-6360 Capitol Drive, Wheeling

Building	A	B	C	D
Address Capitol Drive	6310-6360	5210-5260	5110-5150	6210-6250
total sq footage	15,572	15,572	16,705	11,829
Religious use	100%	28%	0%	0%
commercial tenant	0	72%	100%	100%*

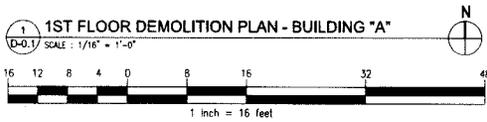
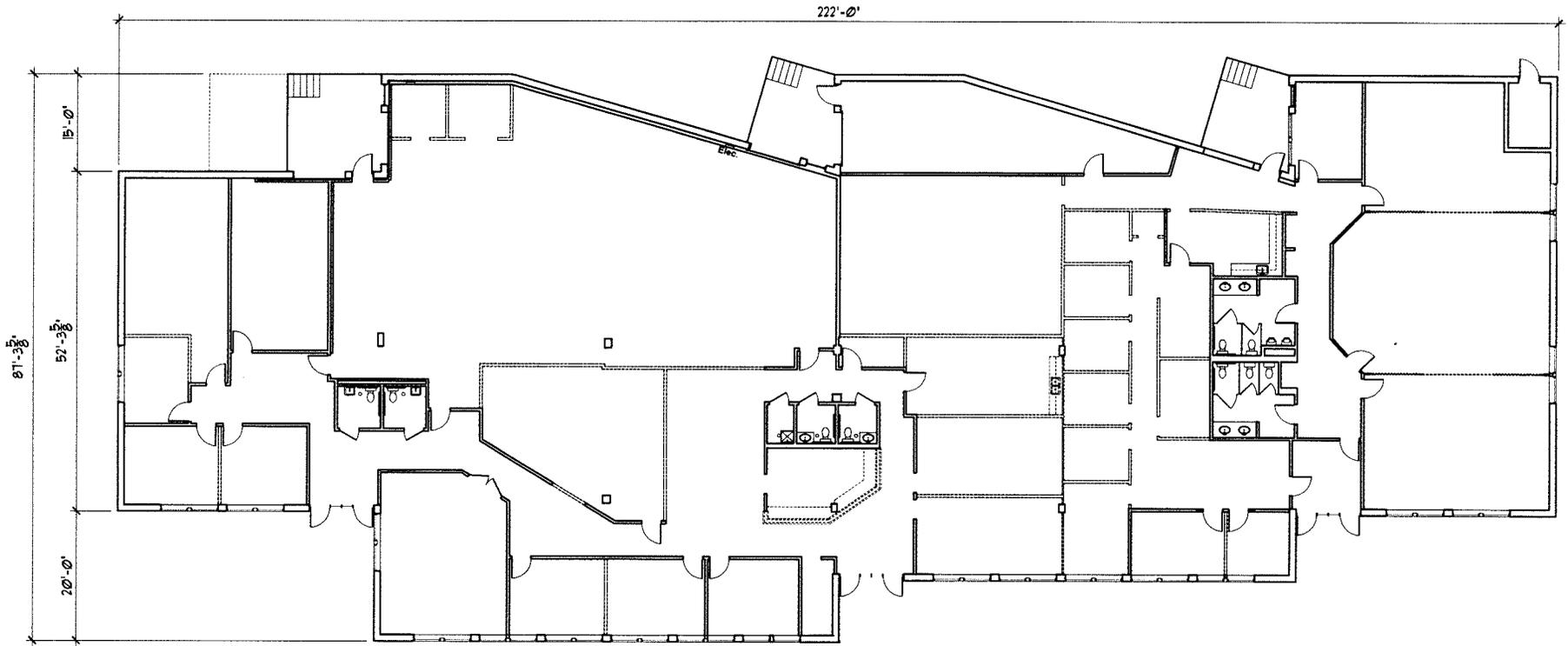
Recap:	sq ft	%
Religious use	19,959	33.00%
Commerical use	40,035	67.00%
Total	59,994	100%

Note: Occupied by National Lewis University

D

Exhibit D
184

Exhibit Received August 1, 2016



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Exhibit D
2 of 4

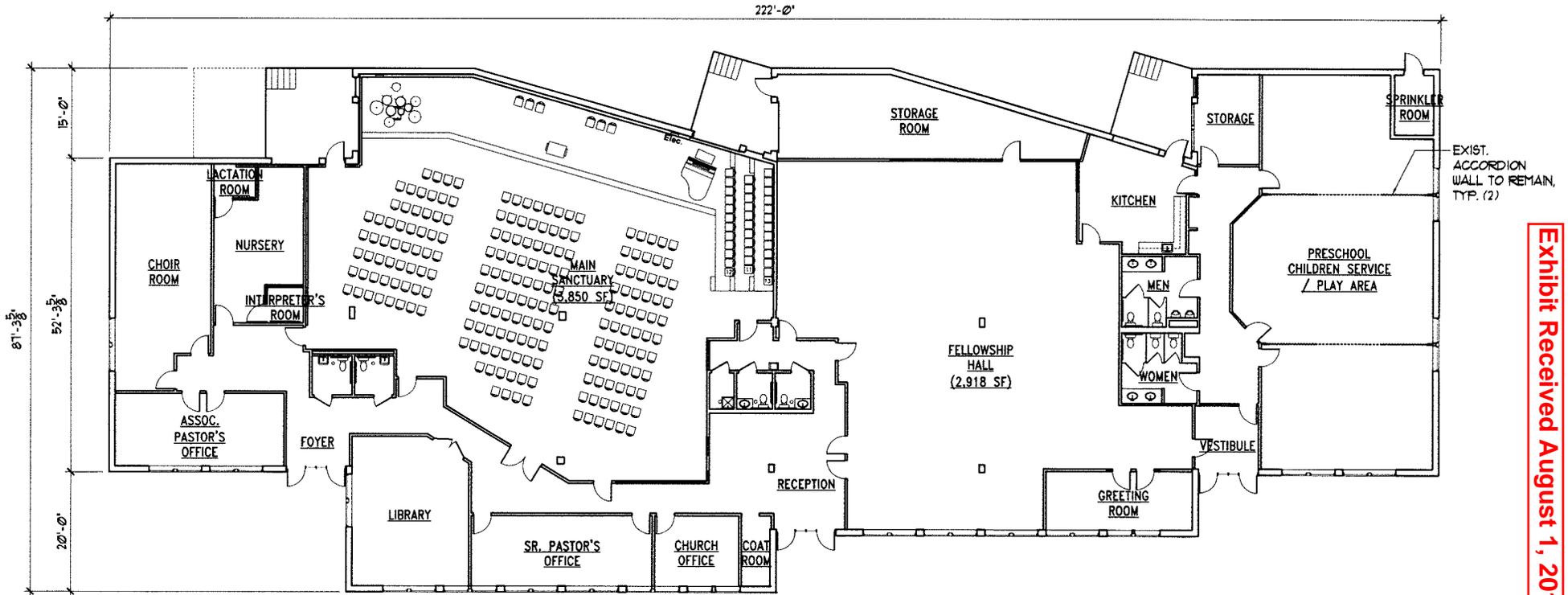
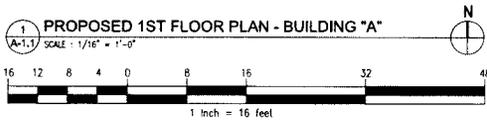


Exhibit Received August 1, 2016

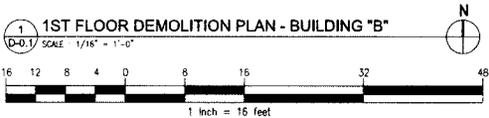
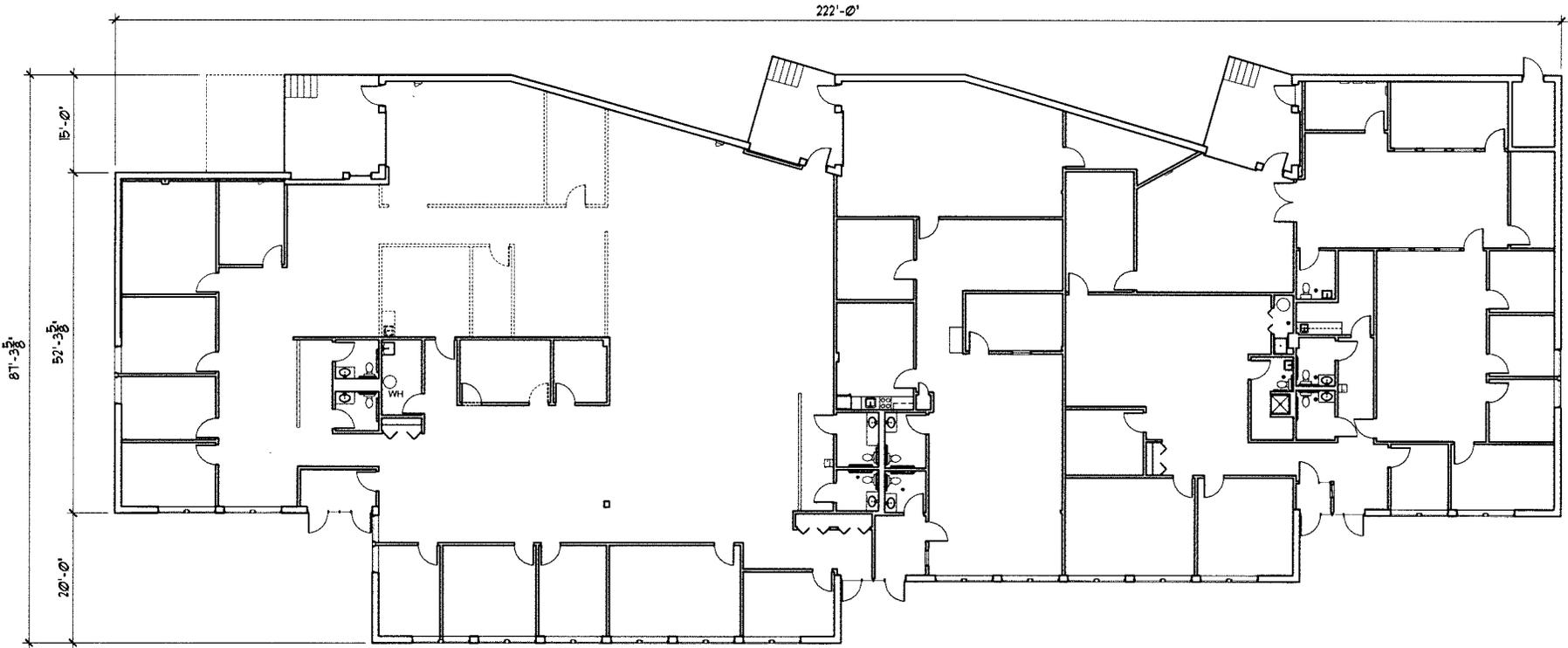


PROPOSED OCCUPANCY CLASSIFICATION : ASSEMBLY GROUP A-3
OCCUPANT LOAD AT SANCTUARY : 238 PERSONS (FIXED SEATING)

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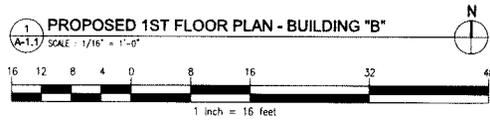
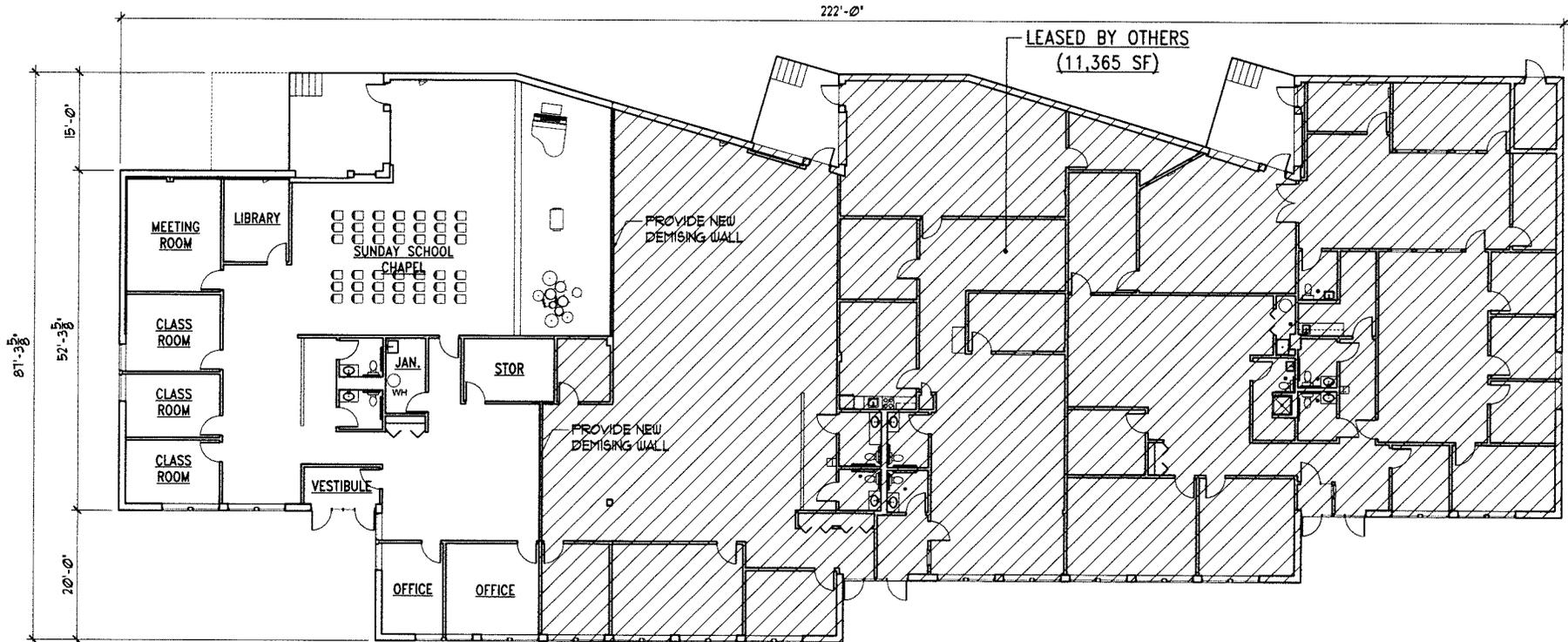
Exhibit D
3 of 4



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Exhibit D
4g4



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Exhibit Received August 1, 2016

E

27-Jul-16

PNF Church -Proposed Use - Based on current church members

Peak Church use highlighted
 Peak office hour use by tenants

	5:30 am to 7am	7am - 7pm	7pm -9:30 pm	Notes
Monday	None	None	None	
Tuesday	Morning Service 5:30 -6:30am *	3 full time / 3 part time staff	Bible Studies 7:30 pm***	
Wednesday	Morning Service 5:30 -6:30am *	3 full time / 3 part time staff		
Thursday	Morning Service 5:30 -6:30am *	3 full time / 3 part time staff	Bible Studies 7:30 pm***	
Friday	Morning Service 5:30 -6:30am *	3 full time / 3 part time staff	Service 8pm - 9:30 pm ****	
Saturday	Group Service 7am-9am**	3 full time / 3 part time staff	Various activities	Prepare for Sunday worship
Sunday	Service 9 am & 11 am/ English Ministry Service 9:30 am Activities end approximately 3pm			

notes: * Morning Service: 25 average attendance
 ** Group Prayers 25 average attendance
 *** 25-30 average attendance
 ****50 average attendance

Church membership as of 7.27.2016: Adults - Korean Ministry - 150
 Children - 50 |
 Youth and English Ministry - 30

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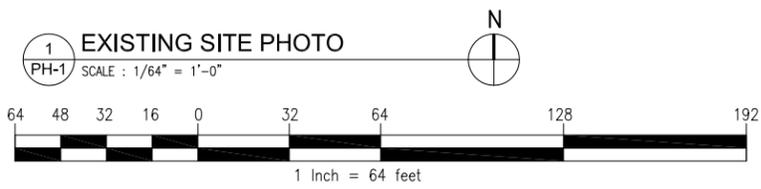
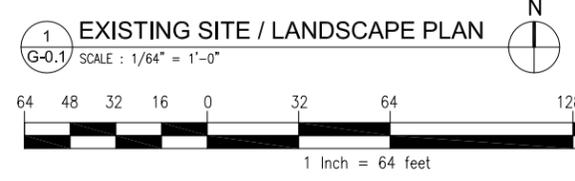
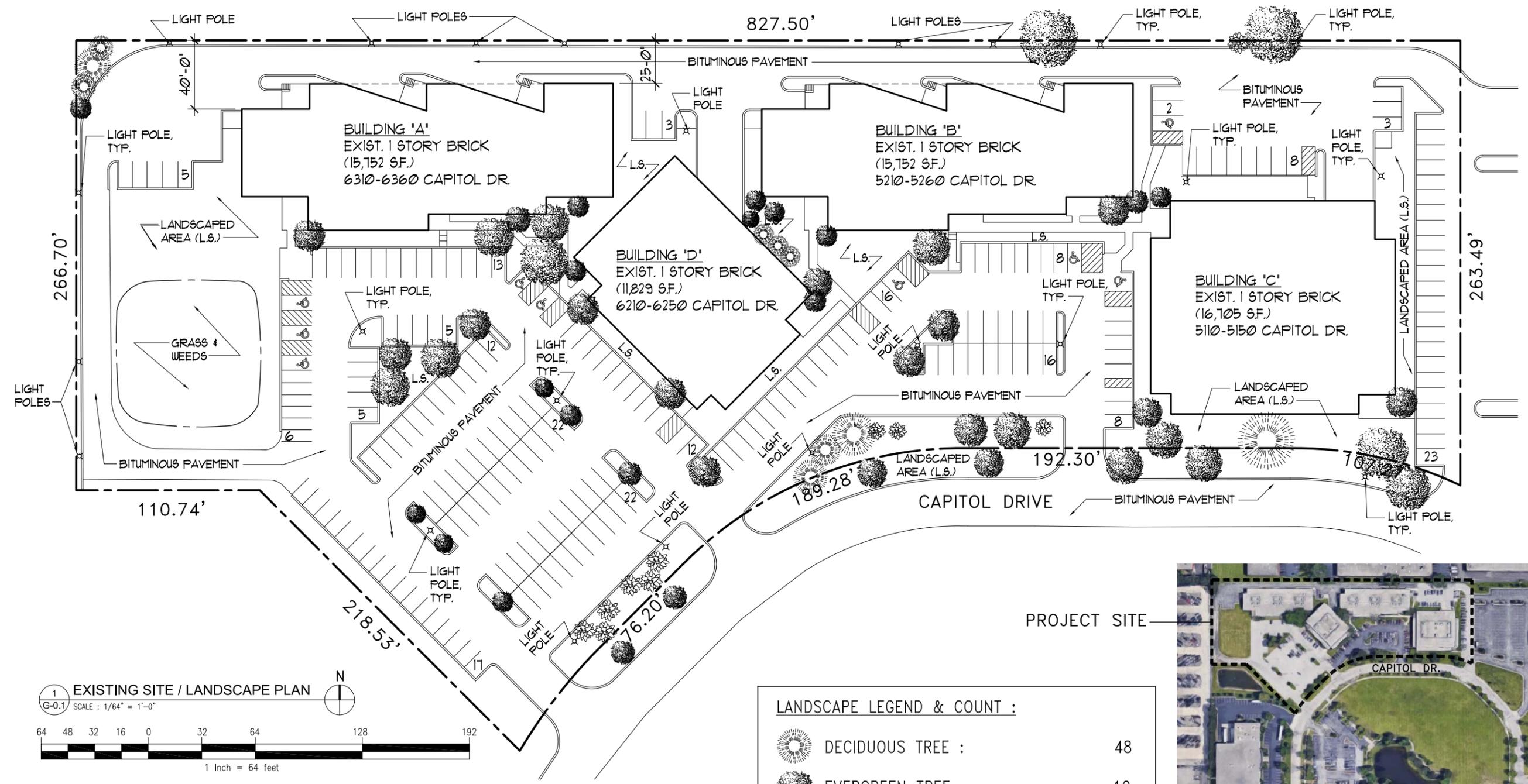


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ZONING DATA:

ZONING	I-1 LIGHT INDUSTRIAL & OFFICE DISTRICT
LOT AREA	233,729 SF (5.36568 ACRES)
PARKING	206
PARKING H.C.	9
TOTAL PARKING	215

LANDSCAPE LEGEND & COUNT :

	DECIDUOUS TREE :	48
	EVERGREEN TREE :	10
	SHRUB :	10

REQUIRED PARKING :

CHURCH (TOTAL OF 19,959 SF) :	80 SPACES
LEASED AREA (TOTAL OF 40,035 SF) :	161 SPACES



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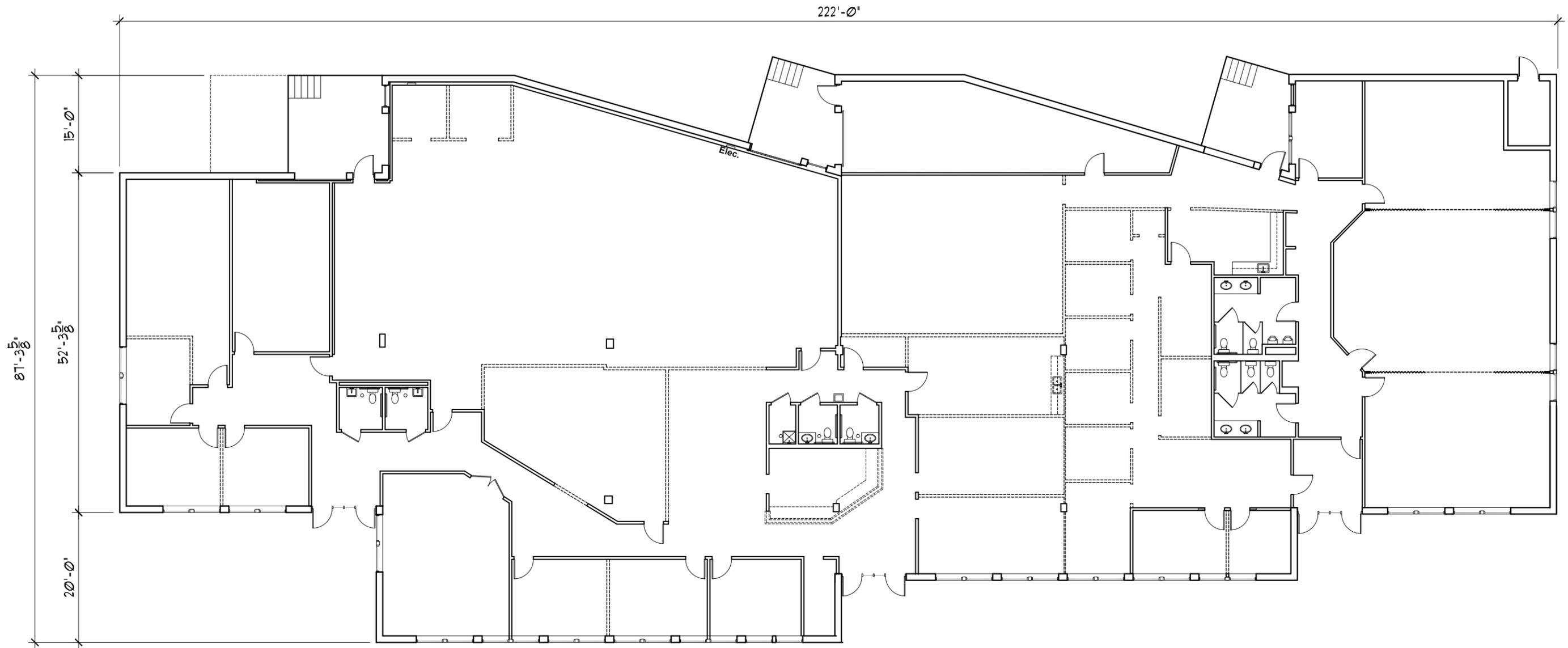


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EXISTING SITE / LANDSCAPE PLAN & VICINITY MAP

REVIEW 07-28-2016	PRICING	BID	PERMIT	CONST	G-0.1
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1 1ST FLOOR DEMOLITION PLAN - BUILDING "A"
 D-0.1 SCALE : 1/16" = 1'-0"

 16 12 8 4 0 8 16 32 48
 1 Inch = 16 feet

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 Architects
 Designers
 Planners
 7320 N. Milwaukee Ave., Suite D
 Niles, IL 60714
 United States of America
 T +1.312.704.8800
 F +1.312.704.8880
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 약속의 교회 PNF CHURCH
 Promise & Fulfillment Community Church

1ST FLOOR DEMOLITION PLAN
 BUILDING "A"
 6310-6360 CAPITOL DRIVE
 WHEELING, IL 60090

REVIEW 07-28-2016	PRICING	BID	PERMIT	CONST	D-0.1
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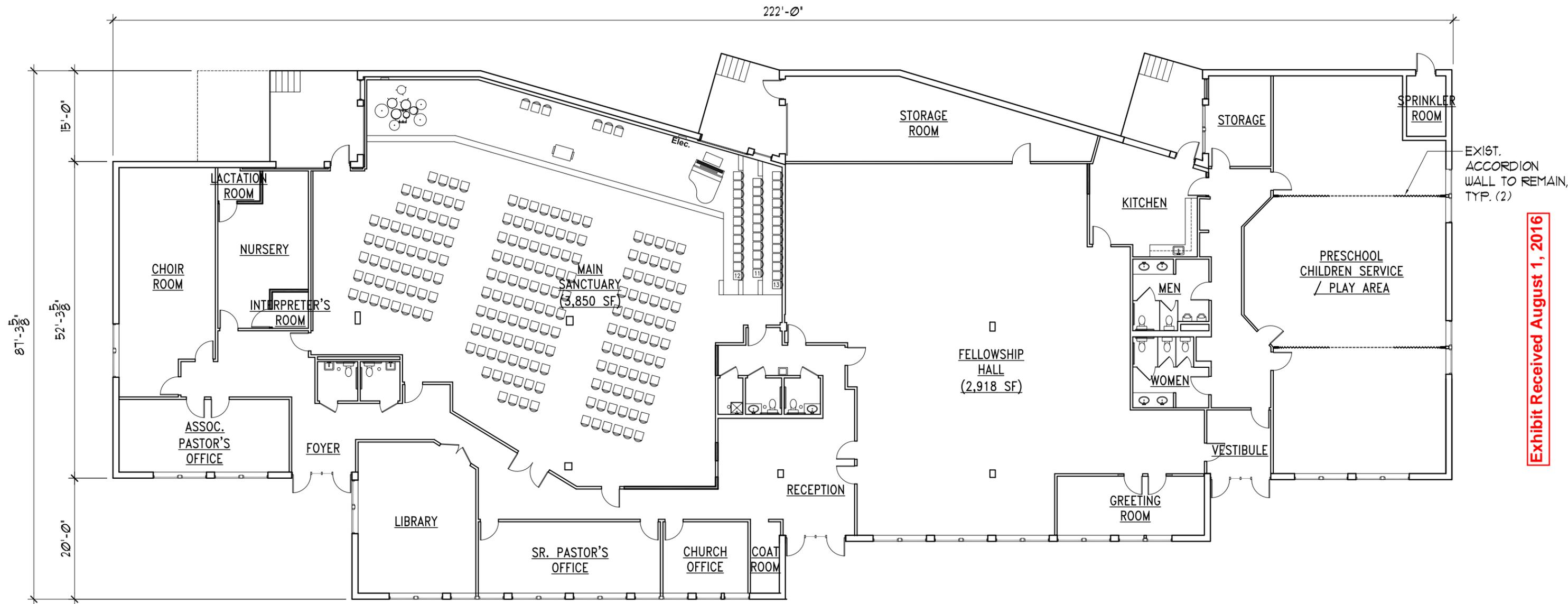
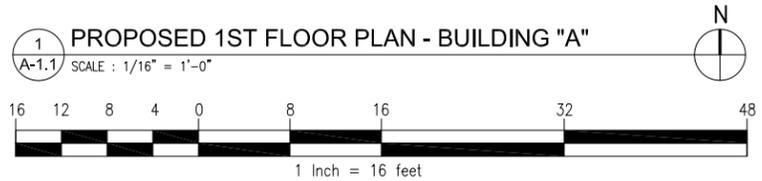


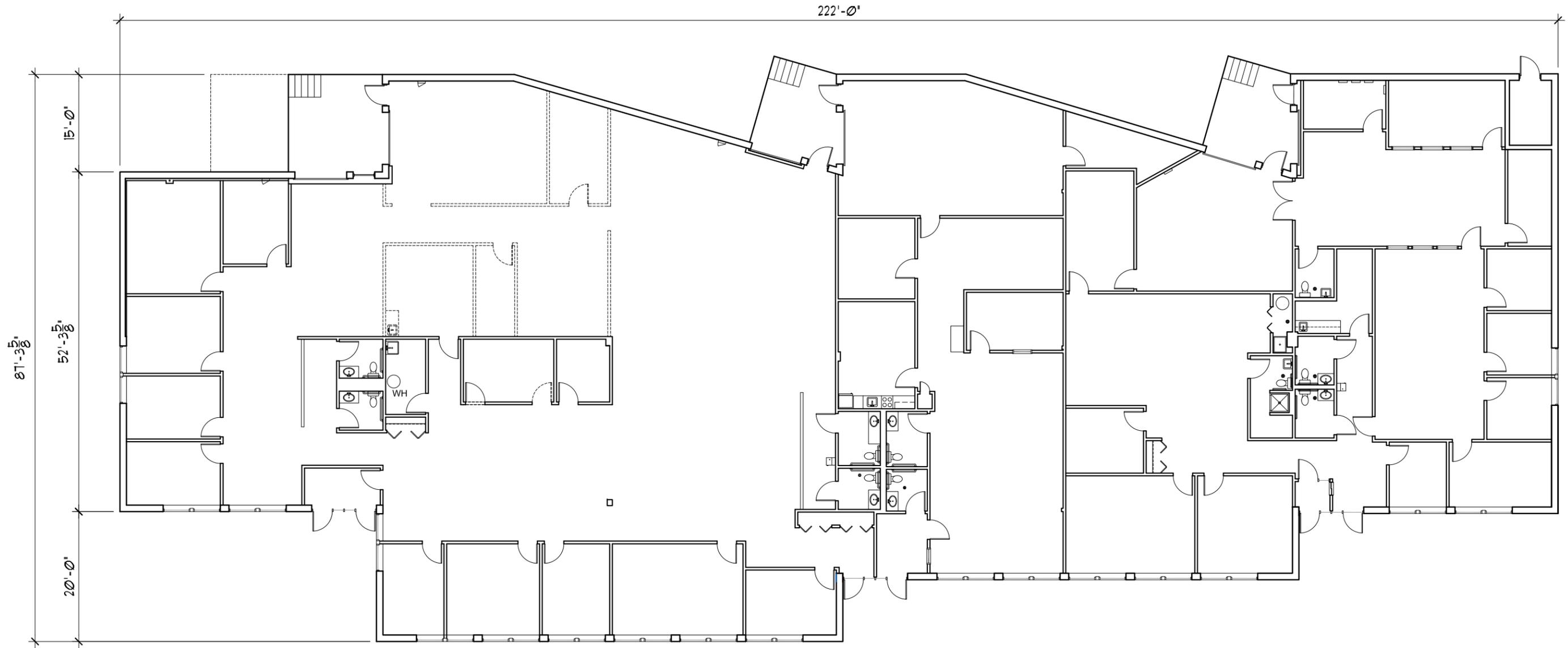
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PROPOSED OCCUPANCY CLASSIFICATION : ASSEMBLY GROUP A-3

OCCUPANT LOAD AT SANCTUARY : 238 PERSONS (FIXED SEATING)

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1 1ST FLOOR DEMOLITION PLAN - BUILDING "B"
 D-0.1 SCALE : 1/16" = 1'-0"
 16 12 8 4 0 8 16 32 48
 1 Inch = 16 feet

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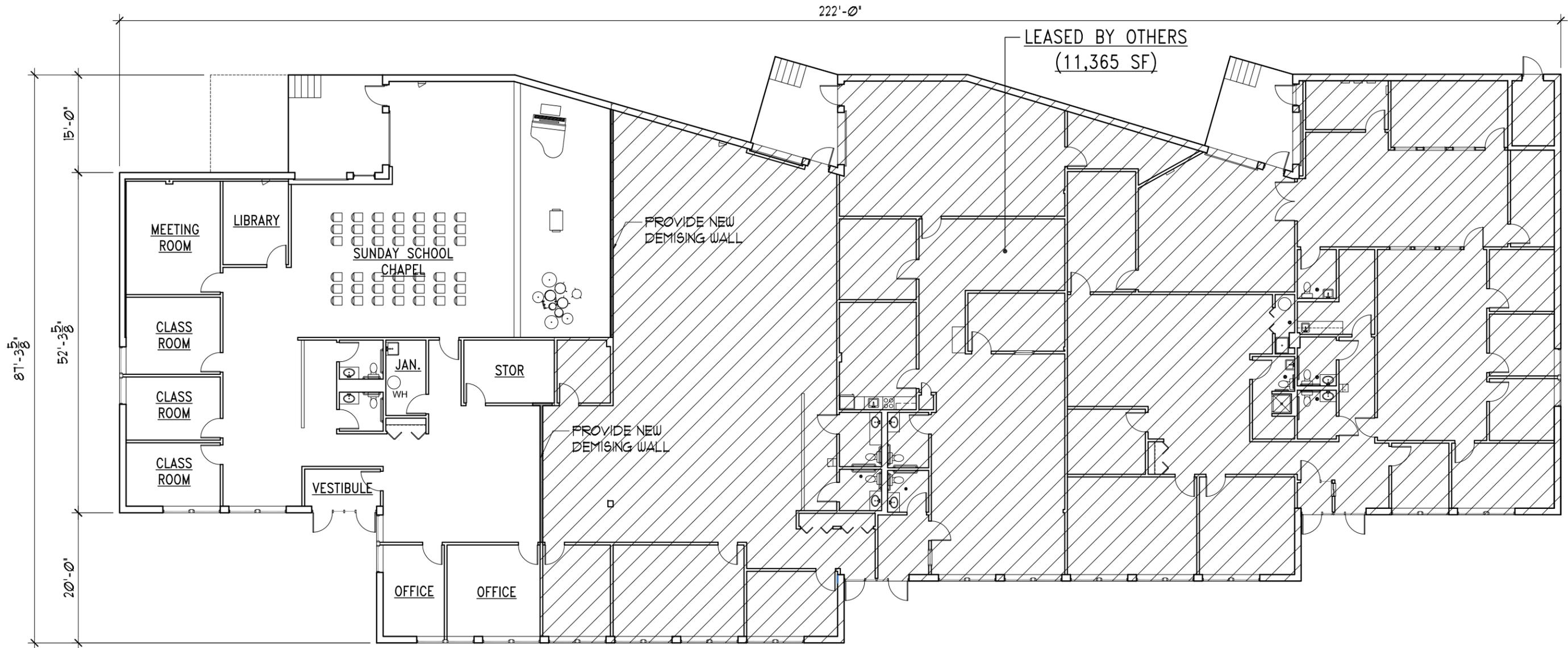
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약속의 교회 PNF CHURCH
 Promise & Fulfillment Community Church

**1ST FLOOR DEMOLITION PLAN
 BUILDING "B"**
 6210-6280 CAPITOL DRIVE WHEELING, IL 60090

REVIEW 07-28-2016	PRICING	BID	PERMIT	CONST	D-0.2
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1 PROPOSED 1ST FLOOR PLAN - BUILDING "B"
 A-1.1 SCALE : 1/16" = 1'-0"
 16 12 8 4 0 8 16 32 48
 1 Inch = 16 feet

Exhibit Received August 1, 2016

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T +1.312.704.8800
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 Promise & Fulfillment Community Church

**PROPOSED INTERIOR ALTERATION
 BUILDING "B" - 1ST FLOOR PLAN**

6210-6280 CAPITOL DRIVE

WHEELING, IL 60090

REVIEW 07-28-2016	PRICING	BID	PERMIT	CONST
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A-1.2



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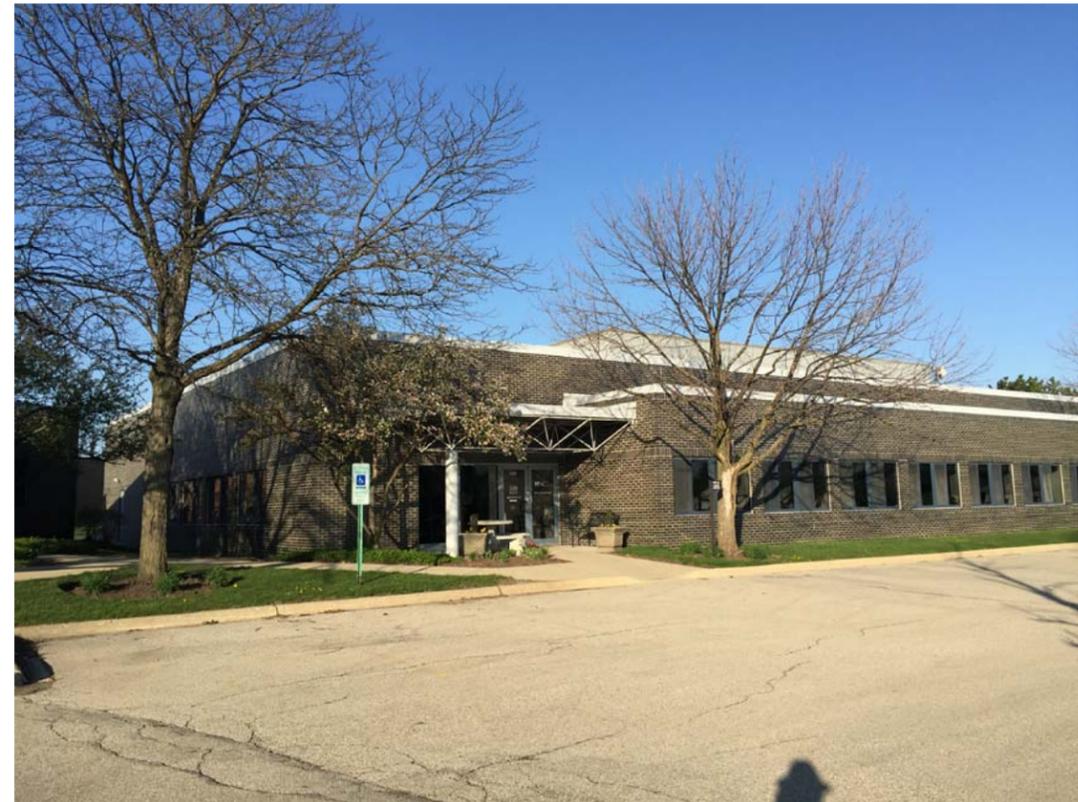
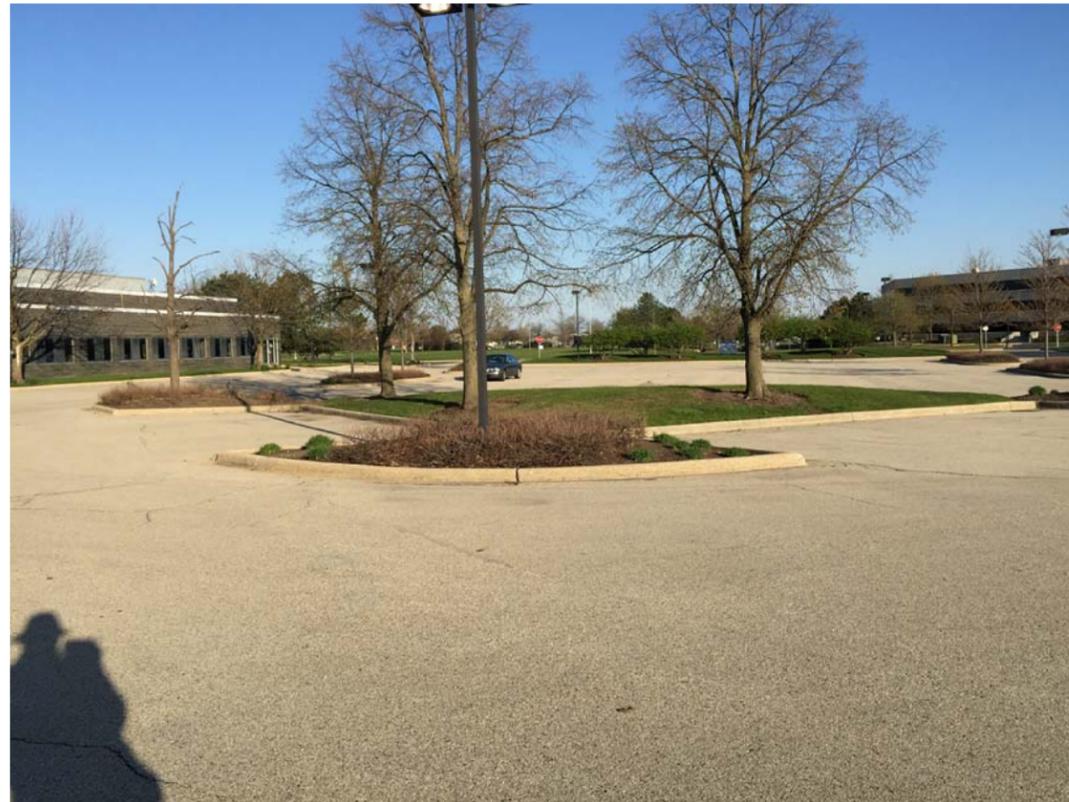


Exhibit Received August 1, 2016

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: September 19, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village President and Clerk to Execute a Master License Agreement with Mobilitie, LLC Relative to the Installation of Personal Telecommunication Facilities on Village Property

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM¹: Resolution approving a license agreement with Mobilitie LLC regarding the installation of personal wireless telecommunication facilities on Village poles. The Master License Agreement dictates the terms for using Village property, but each specific location/pole will still be individually approved by the Village.

BUDGET²: N/A

EXHIBIT(S) ATTACHED: Memo, Resolution, Agreement

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).



TO: Jon Sfondilis, Village Manager

FROM: James V. Ferolo, Klein, Thorpe and Jenkins, Ltd.

DATE: September 15, 2016

RE: Resolution Authorizing Master License Agreement with Mobilitie, LLC Relative to Installation of Personal Telecommunication Facilities on Village Property

EXECUTIVE SUMMARY

The agenda of the Monday, September 19th regular meeting will include a resolution approving a license agreement with Mobilitie LLC regarding the installation of personal wireless telecommunication facilities on Village poles. The Master License Agreement dictates the terms for using Village property, but each specific location/pole will still be individually approved by the Village.

In February of 2016, the Board approved an ordinance regulating personal wireless telecommunication facilities within the Village. As part of those regulations, the Village required a license agreement for any company placing personal wireless telecommunication facilities on Village-owned property. Mobilitie approached the Village about locating a few small cell antennas on Village poles to minimize weak spots in wireless coverage, and the parties have negotiated the proposed license agreement.

The Village's ordinance includes the following regulations pertaining to small cell antenna installations that Mobilitie must comply with:

1. Height, setback and size limitations (maximum height of 35', and no more than 7' above the top of the pole)
2. Material and appearance guidelines
3. A limitation on small cell antenna installations to one per pole
4. A prohibition of installations within 100 feet of a residence, or within 500 feet of another installation
5. A requirement for a right-of-way construction permit for all installations, ensuring that the regulations are met

This license agreement pertains strictly to Mobilitie's or Mobilitie affiliate's installations on current Village-owned poles; Mobilitie is requesting placement in three proposed locations which are currently being reviewed by staff. Under the Agreement, all installations must meet the Village code requirements and must obtain a right-of-way permit. Each location is separately approved at the Village's discretion, and a License Supplement is created, approved, and attached to the Master License Agreement for each pole where Mobilitie attaches its equipment. Their ability to use a location is contingent upon getting approvals from any state, federal, or local authority, which provides safeguards for the operations of Chicago Executive Airport.

Mobilitie will pay a rental fee of \$250.00 per month for each pole where Mobilitie attaches its equipment. This amount is the industry standard.

The negotiated agreement is modeled after the License Agreement adopted by the Village of Schaumburg for Verizon's and Mobilitie's installation, an agreement that was drafted with assistance from Klein, Thorpe, and Jenkins (KTJ) attorneys. KTJ representatives recently spoke at an Illinois Municipal League conference regarding the impact of personal wireless telecommunication facilities on local municipalities, and are very familiar with this topic.

RESOLUTION NO. 16_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A MASTER LICENSE AGREEMENT WITH MOBILITIE, LLC RELATIVE TO THE INSTALLATION OF PERSONAL TELECOMMUNICATION FACILITIES ON VILLAGE PROPERTY

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

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village is authorized to enter into contracts relating to real property; and

WHEREAS, Mobilitie, LLC is a company that installs and maintains personal telecommunication facilities and wishes to install personal telecommunication facilities on Village property; and

WHEREAS, Section 11.12.250 of the Wheeling Municipal Code sets forth the standards and procedures for personal telecommunication facilities in the public right-of-way; and

WHEREAS, Section 11.12.250(b)(4) requires companies to enter into a license agreement with the Village to place personal telecommunication facilities on Village property; and

WHEREAS, the Village and Mobilitie have negotiated a Master License Agreement that governs the installation and maintenance of personal telecommunication facilities owned by Mobilitie on Village property, which is attached as Exhibit A; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Agreement.

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

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes and directs the President and Clerk of the Village of Wheeling to execute an Agreement and all related documents between the Village of Wheeling and Mobilitie relative to personal wireless facilities on Village Property in substantial conformity with

the Agreement attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager and Village Attorney.

SECTION 3: The Board of Trustees of the Village of Wheeling approves, authorizes and directs the Village Manager to approve any and all License Supplements that shall be attached to the Master License Agreement, provided that the License Supplement complies with the Master License Agreement and the Wheeling Municipal Code.

SECTION 4: That this Resolution shall take effect from and after its adoption and approval.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. _____ be adopted.

President Argiris _____ Trustee Papantos _____

Trustee Brady _____ Trustee Vito _____

Trustee Krueger _____ Trustee Vogel _____

Trustee Lang _____

Adopted this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT A

Master License Agreement with Mobilitie LLC

MASTER LICENSE AGREEMENT

This Master License Agreement (the "Agreement") made this ____ day of _____, 2016, between the Village of Wheeling, with its principal offices located at 2 Community Boulevard, Wheeling, Illinois 60090, hereinafter designated LICENSOR or Village and Mobilitie, LLC, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR is the owner of certain light poles, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LICENSEE; and

WHEREAS, LICENSEE desires to install, maintain and operate communications equipment in and/or upon certain of LICENSOR's light poles, facilities, and/or real property; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's light poles, and/or real property as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation and maintenance of communications equipment, including antenna(s); together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation and maintenance of LICENSEE's communications equipment. The LICENSOR's light poles and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be designated by LICENSOR.

This license shall be for the limited purpose of attaching and maintaining communications equipment and the LICENSEE shall not engage in any illegal practices, anticompetitive behavior or

collusion with regard to construction activities related to the installation, operation, maintenance, transfer, relocation or removal of the communications equipment.

Any license granted is a revocable, non-exclusive license for the purposes set forth in this Agreement. This Agreement in no way precludes the non-discriminatory issuance of other licenses to operate communications equipment within the Village. No use, however lengthy, of the Property, Pole or Premises by the Licensee shall create or vest in the Licensee any easement or other ownership or property right of any nature in any portion of the Village's Property.

2. PERMIT APPROVAL PROCESS. LICENSEE shall submit application to LICENSOR for permit that includes detailed drawings, including any required extensions of electric, telephone, cable, or fiber to the premises, and specifications for the equipment. Prior to issuance of a permit for any location, LICENSEE must provide adequate documentation to demonstrate the proposed equipment can be structurally accommodated with the proposed pole. LICENSEE shall be held responsible for all consultant review cost of structural installation, with said review fees not to exceed \$1,000.00 per individual site location. LICENSOR shall make best efforts to review the request in a timely fashion and approve or deny the request within 45 days of submittal. Nothing in this Agreement, other than a Permit and Supplement properly issued, shall be construed as granting the Licensee any right to install communications equipment to any specific Pole. Failure to receive approval in 45 days does not equate to approval. Permit approval will only be given to those sites that meet the following criteria.

- a) LICENSEE shall submit a site plan that shows detailed drawings, including the size, surface area, height, and specifications of proposed installation.
- b) Sites that are not located adjacent to the front yard of a residential building are preferred. For sites that are located on a light pole adjacent to the front yard of a residential building, LICENSEE shall show best alternate location. LICENSEE shall show and explain the difference in service capability between the two sites. If alternate site is preferred by LICENSOR the alternate site shall be considered.
- c) LICENSEE shall not install more than one personal wireless telecommunication facility may be located on a single utility pole.
- d) LICENSEE shall not install devices within one hundred (100) feet to any residential building and no closer than five hundred feet (500) from any other personal wireless telecommunication facility. A lesser setback may be allowed by the village board as a variance to this section when the applicant establishes that the lesser setback is necessary to close a significant gap in the applicant's services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so.
- e) New Towers. No new monopole or other tower to support personal wireless telecommunication facilities shall be installed on right-of-ways within the corporate limits of the village unless specifically authorized by the village board.
- f) Surface Area of Antenna. The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, shall not have a surface area of more than seven square feet and no single dimension exceeding seven feet. Omnidirectional or whip antennas may not extend more than seven feet, not including any pole extension.

- g) Personal Wireless Telecommunication Equipment. The operator of a personal wireless telecommunication facility shall, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight feet above grade.
- h) Personal Wireless Telecommunication Services Equipment Mounted at Grade. In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening shall be installed to minimize the visibility of the facility.
- i) Height. A personal wireless telecommunication antenna shall not exceed more than thirty-five feet above ground level. The top of the highest point of the antenna may not extend more than seven feet above the highest point of the utility pole, alternative antenna support structure, or village-owned infrastructure and the combination of the height of the pole, support structure or infrastructure and the antenna extension shall not exceed thirty-five feet.
- j) Color. A personal wireless telecommunication facility, including all related equipment and appurtenances, shall be a color that blends with the surroundings of the pole, structure or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover or cable shield.
- k) Antenna Panel Covering. A personal wireless telecommunication antenna shall include a radome, cap or other antenna panel covering or shield and shall be of a color that blends with the color of the pole on which it is mounted.
- l) Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the facility shall be installed in accordance with the version of the National Electric Code and National Electrical Safety Code adopted by the village and in force at the time of the installation of the facility. In no event shall wiring and cabling serving the facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.
- m) Grounding. The personal wireless telecommunication facility shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code adopted by the village and in force at the time of the installation of the facility.
- n) Guy Wires. No guy or other support wires shall be used in connection with a personal wireless telecommunication facility unless the facility is proposed to be attached to an existing utility pole, alternative antenna support structure or village-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.
- o) Structural Integrity. The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment shall be designed to withstand a wind force of at least ninety miles per hour, and be designed to withstand a wind force of at least forty miles per hour which includes at least three-quarters of an inch of ice all without the use of guy wires. For any facility attached to village-owned infrastructure or, in the discretion of the village, for a utility pole or alternative antenna structure, the operator of the facility shall provide the village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation shall be prepared by a professional structural engineer licensed in the state of Illinois.

- p) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by Licensor on which devices are being installed at the reasonable discretion of the LICENSOR.
- j) If LICENSEE proposes installation on a pole that does not meet the structural requirements. As deemed necessary by LICENSOR, LICENSEE shall replace the pole with the current design at their cost.
- k) LICENSEE shall comply with all the terms and conditions of Section 11.12.250 of the Village Code and all other applicable provisions of the Village of Wheeling Right of Way ordinance in regards to construction of utility facilities.

3. APPEAL PROCESS. LICENSOR shall have the right to deny any application for installation in LICENSOR's reasonable discretion. Sites that are not approved through the administrative process listed in section 2 are allowed to appeal their denial. The appeal will require LICENSEE to submit a written request that includes detailed drawings, including any required extensions of electric, telephone, cable, or fiber to the premises, and specifications for the equipment to be reviewed by the Village Manager or designee, whose decision on the appeal shall be final.

4. CONDITION OF PREMISES. As a material part of the consideration for this Agreement, LICENSEE takes and accepts the Poles "as is" in the condition in which the LICENSEE finds the Poles, with any and all latent and patent defects and with no express or implied warranties by the Village of merchantability, fitness, suitability, or that the Poles are fit for any particular purpose. The LICENSEE shall have the right to inspect the Poles prior to installing its communications equipment. The LICENSOR will be responsible for the regular maintenance of the Poles will keep the Poles in good repair as required by all federal, state, county and local laws. The LICENSOR shall have the right to temporarily remove or require the LICENSEE to temporarily remove the LICENSEE's equipment in order to maintain the Poles.

The LICENSEE shall be responsible for repairing any damage to the Premises, Poles or Property that is disturbed or damaged during, or as a result of, the construction, reconstruction, repair, replacement, relocation, operation or maintenance of the communications equipment.

5. GENERAL RESTRICTIONS. LICENSEE shall not locate or install any equipment on decorative street lights or poles containing or displaying banners unless receiving special permission from the LICENSOR. In the event LICENSOR, in its sole discretion, deems it necessary to remove, relocate, repair or replace a Pole, LICENSEE shall notify LICENSOR at least thirty (30) days prior of the need to remove or relocate its communications equipment, and LICENSEE shall be solely responsible for all costs related to the relocation of its communications equipment. In the event of an emergency, the thirty (30) day notice period shall not apply.

In no event shall the LICENSOR be obligated to replace or modify its Premises or Poles to accommodate the LICENSEE'S communication equipment. The LICENSEE must replace, at its sole cost and expense, any replacement pole owned by the LICENSOR that is needed to accommodate the communications equipment, provided that the LICENSOR has authorized and approved a replacement pole. In no event shall the LICENSOR be obligated to approve or authorize the LICENSEE to install any replacement poles.

6. TERM; RENTAL.

Subject to paragraph 7 of this Agreement, this Agreement shall be for a term of ten (10) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the

date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LICENSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement.

Rental for the use of any poles pursuant to this Agreement, shall be a monthly fee of \$250.00 per each Pole to which LICENSEE attaches its equipment. Thereafter, Rent will increase 3% at each annual anniversary of the "Commencement Date" of the applicable Supplement.

Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") including without limitation: (i) right to receive rental payments and other benefits under each Supplement; (ii) a completed Internal Revenue Service ("IRS") Form W-9, or equivalent and other documentation necessary to comply with IRS regulations for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein or in any Supplement, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR must provide updated Rental Documentation as reasonably necessary for LESSEE to comply with IRS or other governmental requirements. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE to such party.

7. ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: i) attempt to have a submeter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.

LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR.

LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. In the event such conduits affect the life expectancy of the pole, an additional fee that reflects the replacement cost of the pole may be assessed by LICENSOR after providing written notice to LICENSEE.

8. EXTENSIONS. Each Supplement may be extended for three (3) additional five (5) year terms unless either party terminates it at the end of the then current term by giving the other party written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination. Such right may be effective, if exercised by Licensor, beginning with the second five (5) year extension term following the initial term.

9. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating communications equipment and uses incidental thereto. LICENSEE shall have the right to replace, repair, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 16 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph 9, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

10. INSURANCE.

a. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LICENSOR and LICENSEE each agree that it will include LICENSOR as an additional insured.

11. LIMITATION OF LIABILITY Except as set forth in this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

The LICENSOR shall not be liable to the LICENSEE, its customers, or anyone else for the interruption of service of the LICENSEE or any interference with the operation of the LICENSEE's communication equipment.

12. INDEMNIFICATION. Except for matters arising out of the LICENSOR'S negligence or willful misconduct, LICENSEE and any agent, employee, contractor, or subcontractor of the LICENSEE shall defend, indemnify and hold harmless the Village of Wheeling and its officials, officers, board members, employees, agents, attorneys and contractors (collectively the "Indemnitees") against any and all claims, causes of action, proceedings, judgments for damage or equitable relief arising in any way, including any act, omission, failure, negligence or willful misconduct in connection to the construction, repair, installation, maintenance, presence, use, relocation, transfer, removal or operation by the LICENSEE or by the Licensee's officers, directors, employees, agents, contractors or subcontractors of the LICENSEE'S communications equipment.

13. INTERFERENCE. LICENSEE agrees that its license is subject at all times to the LICENSOR'S right to use its Poles and Property for their primary purpose. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR, the Chicago Executive Airport, or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate a Supplement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

15. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

16. LIMITED RIGHT OF ASSIGNMENT. This Agreement and each Supplemental License under it may be assigned by Licensee without any approval or consent of the Licensor to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensor, which shall not be unreasonably withheld. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: Village of Wheeling
2 Community Boulevard
Chicago, Illinois 60090

LICENSEE:

WITH A COPY TO ATTORNEYS: James V. Ferolo
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr. Ste 1660
Chicago, IL 60606

Attorney for Licensee:

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed ninety (90) days, as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may maintain any action or effect any remedies for default against the breaching Party subsequent to the 30 day cure period, as potentially extended to ninety (90) days based on circumstances.

19. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement or this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are

located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.

20. ENVIRONMENTAL. LICENSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Pole or Property, unless such conditions or concerns are caused by LICENSEE'S specific activities or failures to act. To the extent permitted by law, LICENSOR shall hold LICENSEE harmless and indemnify LICENSEE from and assume all duties, responsibility and liability at LICENSOR's sole cost and expense, for breach of any environmental compliance obligations on the Premises to the extent that such non-compliance results from conditions are not caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are not caused by LICENSEE. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

21. CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

22. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the

Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

23. BOND; CASH ESCROW. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000, to guarantee the safe and efficient removal of any equipment from the Premises, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so. The amount of the bond or escrow shall be as listed on each supplement.

24. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois..

25. AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

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

LICENSOR:

Village of Wheeling , an Illinois municipal corporation

By: _____

Its: _____

Date: _____

WITNESS

LICENSEE:

Mobilitie, LLC

By: _____

WITNESS

Date: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement ("Supplement"), is made this ____ day of _____, _____, between **the Village of Wheeling**, whose principal place of business is 101 Schaumburg Court, Schaumburg, Illinois 60193 ("LICENSOR"), and **Mobilitie, LLC.**, an Nevada limited partnership, d/b/a Mobilitie, whose principal place of business is 2220 University Dr, Newport Beach, CA 92660 ("LICENSEE").

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the Village Wheeling and Mobilitie, LLC., dated _____, 2014, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Agreement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at _____ . The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 6 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be determined _____ per month, payable to LICENSOR at _____. Thereafter, Rent will increase 3% at each annual anniversary of the "Commencement Date" of this Supplement. They need to get a separate meter _____ from COM ED or this will need to be determined.

5. **BOND; CASH ESCROW.** LICENSEE has attached a bond in a form acceptable to LICENSOR in the amount of \$ _____ or deposited \$ _____ with the LICENSOR. The bond or cash will be held for the purpose of the safe and efficient removal of any equipment that remains more than 30 days after rental payment has ceased. The bond or cash may also be used to restore the premises to the original condition upon LICENSOR demand.

6. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LICENSOR

Village of Wheeling

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

WITNESS

LICENSEE

Mobilitie, LLC.

WITNESS

By: _____

Name: Christos Karmis

Title: President

Date: _____

WITNESS

EXHIBIT 1

Premises

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.C

DATE OF BOARD MEETING: September 19, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing Acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Grant Award Sustained Traffic Enforcement Program (STEP) Grant through Federal Fiscal Year 2017

SUBMITTED BY: Police Chief James Dunne

BASIC DESCRIPTION OF ITEM¹: Provides reimbursable funding for traffic enforcement campaigns related to impaired driving and occupant protection.

BUDGET²: Reimbursable funds are provided through the National Highway Traffic Safety Administration / Illinois Department of Transportation in the amount of \$54,372.00, with no increase to the Village Budget.

BUDGET: N/A

EXHIBIT(S) ATTACHED: Grant Agreement, Program Narrative, and Budget

RECOMMENDATION: Approval of Resolution

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: James Dunne, Police Chief

DATE: September 15, 2016

SUBJECT: Acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Grant Award Sustained Traffic Enforcement Program (STEP) Grant through Federal Fiscal Year 2017

Executive Summary

Staff recommends the acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Grant Award Sustained Traffic Enforcement Program (STEP) grant through Federal Fiscal Year 2017.

The Police Department recommends that the Board of Trustees approve an agreement accepting the Sustained Traffic Enforcement Program (STEP) grant from the National Highway Traffic Safety Administration (NHTSA) and the Illinois Department of Transportation (IDOT) Division of Traffic Safety. The Fiscal Year 2017 grant period runs from October 1, 2016 to September 30, 2017.

The grant provides for funds to allow the Police Department to conduct special traffic enforcement for impaired driving mobilizations and occupant protection mobilizations during seven holiday campaign periods during the year. The seven campaign periods are Halloween, Thanksgiving, Christmas and New Year's, St. Patrick's Day, Memorial Day, Independence Day, and Labor Day.

The funds provided by the grant are reimbursable funds in the amount of **\$54,372.00** and will not increase the Village budget. *This amount is an increase from the STEP grant amount from last year, which was \$52,260.00.* The patrols will target the late-night hours when impaired driving is the highest and seat belt usage is the lowest. The additional high-visibility enforcement patrols are designed to reduce the incidence of motor vehicle crashes and the resulting injuries and fatalities due to impaired driving and nonuse of occupant restraint systems. This program is designed to increase the safety of the motoring public in the State of Illinois and the Village of Wheeling.

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

James Dunne
Chief of Police

RESOLUTION NO. 16 – _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION / ILLINOIS DEPARTMENT OF TRANSPORTATION GRANT AWARD SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT THROUGH FEDERAL FISCAL YEAR 2017

WHEREAS, the Village of Wheeling and the Wheeling Police Department have been approved for the National Highway Traffic Safety Administration Grant administered by the Illinois Department of Transportation Division of Traffic Safety for the Sustained Traffic Enforcement Program (STEP) Grant Project; and

WHEREAS, the grant request renewal enables the Village of Wheeling to be eligible to receive additional federal funding for a one-year period commencing October 1, 2016 and continuing through September 30, 2017; and

WHEREAS, the Village has applied for \$54,372.00 for traffic-related initiatives involving special enforcement for impaired driving mobilizations and/or occupant protection mobilizations to enforce state and local laws during designated traffic safety campaigns; and

WHEREAS, the acceptance of the grant will provide for the continuation of traffic enforcement initiatives related to occupant protection, alcohol impairment, and related laws, consistent with the Police Department's community-oriented policing / problem-oriented policing efforts; and

WHEREAS, the Illinois Department of Transportation has agreed to award 100% federal funding in the amount of \$54,372.00 toward the initiatives specified in the grant award;

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 the Village Manager and the Chief of Police are hereby authorized to accept the reimbursable grant award for the Sustained Traffic Enforcement Program (STEP) Grant through September 30, 2017, and the Village Finance Director is hereby authorized to assign a new project number for this grant.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. _____ 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

Instructions for the new Uniform Grant Agreement and Uniform Grant Budget Template

The Grant Accountability and Transparency Act (GATA) became law in Illinois in July 2014. It has now become a reality to all of us with our National Highway Traffic Safety Administration (NHTSA) grants.

The old project agreement no longer exists. In its place, IDOT will use the Uniform Grant Agreement or the UGA. For STEP grants for Federal Fiscal Year 2017 (October 1, 2016 – September 30, 2017), there is a UGA, a Uniform Grant Budget Template and a Grant Addendum 1 which resembles the campaign portion of the old agreement.

Please follow these instructions so that the UGA may be signed by all entities involved and established with the Comptroller's Office. If the ENTIRE agreement is not returned to our office with the appropriate sections completed by your agency, the agreement CANNOT be established. Any delays may result in non-funding.

- 1) **Read the contract in its entirety.** The boiler plate language has changed and your agency needs to be aware of the subtle changes.
- 2) **Proof the document for agency specific information.** For example, on pages 1 and 2, make certain your agency name, address, DUNS, and FEIN are correctly typed. If there is an error, please make the change and initial it. "Governmental Unit" should be checked on page 1 and the grant funds should "not exceed" the dollar amount shown on the lines at the bottom of page one.
- 3) **Identification Numbers.** At the top of page two, there is information that is specific to the funding source for your project. These numbers can be located on the NHTSA website if you are interested in finding them. The numbers are required by GATA to show the funding source.
- 4) **Signature(s).** The Authorizing Representative in your agency is required to sign on page 2. If the name and email address are not correct either let us know and IDOT can make the correction or cross it out and write in the correct information.

On page 4 of 23 of the Uniform Grant Budget Template, it says "CERTIFICATION" at the top. You are required to have the Chief Financial Officer (or equivalent) and the Executive Director (or equivalent) sign this page.

- 5) **Contacts.** On page 29 of the STEP UGA, the LEL assigned to your agency is listed with address, phone and email address. However, you will note the mailing address is for the IDOT headquarters here in Springfield. It will be up to the individual LEL to let you know their correct mailing address at the mandatory grantee meetings.
- 6) **FFATA.** On page 5 of 23 of the Uniform Grant Budget Template, there is a FFATA Data Collection Form. This form must be completed and returned with the entire project agreement IF your agency as a whole received \$25,000 or more in federal dollars. It would be prudent to check with your Chief Financial Officer to make certain this form does or does not need to be completed. If it does not need to be completed, please mark "N/A" on it and initial it. If you do not complete it, return the agreement and it is discovered that the form was needed, your project agreement cannot be processed.
- 7) **State Agency Contracts.** This sheet must be completed by your Chief Financial Officer or someone who can tell definitively whether your agency, as a whole, has other state contracts.

- 8) **Personnel (Salaries & Wages)**. On a STEP grant, this budget sheet will be completed with the total dollars allowed for salaries only. This dollar figure should be shown on the Grant Addendum 1 document.
- 9) **Equipment**. If your agency applied for eLAP equipment, this budget sheet will also reflect the dollar amount and the type of equipment requested. This dollar figure should be shown on the Grant Addendum 1 document. If your agency did not request equipment dollars, this sheet will show "N/A".
- 10) **Budget Narrative Summary**. This is page 22 of 23 of the Uniform Grant Budget Template. It shows personnel dollars, equipment dollars (if requested and approved) and the total project costs. The total figure should be reflected on all other budget sheets throughout the entire UGA.
- 11) **Agency Approval**. The final sheet, page 23 of 23, in the Uniform Grant Budget Template does not need to be completed at this time. If a budget revision would be allowed, it would be completed then.
- 12) **Grant Addendum 1**. For previous grantees, the last six pages of the entire project agreement are the pages you are already familiar with. They show the amount of money allocated for each campaign and the campaign calendars. Please follow these sheets when scheduling officers. If a change is needed, please contact your LEL for prior approval.

If you have any questions about this document, please contact:

Cyndi Titus at cynthia.titus@illinois.gov, 217-785-3084

or

Kathy Tolle at kathy.tolle@illinois.gov, 217-557-5861

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
WHEELING POLICE DEPARTMENT**

The Illinois Department of Transportation (Grantor), with its principal office at 2300 South Dirksen Parkway, Springfield, Illinois 62764,
and Wheeling Police Department (Grantee), with its principal office at 1 Community Boulevard, Wheeling, Illinois 60090,
and payment address (if different than principal office) at N/A

hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 079754586 is Grantee's correct DUNS number, that 36-6006156 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$54,372.00, of which \$54,372.00, are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 18X9204020IL16, the Federal awarding agency is NHTSA, and the Federal Award date 11/19/2015. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is State and Community Highway Safety and Number is 20.600. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343.

1.4 Term. This Agreement shall be effective on 10/01/16 and shall expire on 09/30/17 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Transportation

Wheeling Police Department

By: _____
Signature of Secretary, IDOT

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Randall S. Blankenhorn

Date: _____
Printed Name: James J. Dunne
E-mail: jdunne@wheelingil.gov

By: _____
Signature of

Date: _____
Printed Name: _____

By: _____
Signature of Chief Counsel, IDOT

By: _____
OR Signature of Director, Program Development

Date: _____
Printed Name: William M. Barnes

Date: _____
Printed Name: Priscilla A. Tobias, PE

By: _____
Signature of Director, Finance and Administration

By: _____
Signature of

Date: _____
Printed Name: Jeff Heck

Date: _____
Printed Name: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

**ARTICLE IV
PAYMENT**

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit H**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

- (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
- (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, OR ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3 Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4 For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.2 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **H**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

These funds will allow the agency to conduct special enforcement for impaired driving mobilizations and/or occupant protection mobilizations during six or more of the following campaigns: 1. Halloween Campaign, 2. Thanksgiving Campaign, 3. Christmas/New Year's Campaign, 4. Super Bowl Campaign, 5. St. Patrick's Day Campaign, 6. Memorial Day Campaign, 7. Independence Day Campaign, 8. Labor Day Campaign, 9. Additional Enforcement and 10. eLAP Enforcement.

EXHIBIT B

DELIVERABLES OR MILESTONES

STEP ENFORCEMENT REQUIREMENTS:

- Participation in the following campaigns is mandatory: Thanksgiving, Christmas/New Year's, St. Patrick's Day, Memorial Day, Independence Day and Labor Day. Each campaign has a primary message (news release, Radio/TV advertisement) of either Impaired Driving or Seat Belt. Both types of enforcement are vital to each campaign, and primary enforcement emphasis is determined by the patrol your department is undertaking.

• Thanksgiving (Seat Belts)	• Halloween (optional) (Impaired Driving)
• Christmas/New Year's (Impaired Driving)	• Super Bowl (optional) (Impaired Driving)
• St. Patrick's Day (Impaired Driving)	• Additional Enforcement (optional)
• Memorial Day (Seat Belts)	
• Independence Day (Impaired Driving)	
• Labor Day (Impaired Driving)	

- All impaired driving patrols must have a primary emphasis on increased enforcement of impaired driving and secondary enforcement emphasis on speed, occupant protection and distracted driving laws. All occupant protection patrols must have a primary emphasis on increased enforcement of occupant restraint laws and secondary enforcement emphasis on impaired driving laws, speed and distracted driving laws.

Each enforcement campaign, whether holiday or additional patrols must follow a four-step schedule that consists of the following:

Steps	Activity
1	Begin pre-enforcement activities. Examples: letters to editors, local newspapers, TV interviews, media event, community education, etc.
2	Begin campaign activities. Conduct the enforcement campaign for a minimum of specified overtime hours. Patrols must be spread out over the enforcement campaign period during the times of high crash incidence (i.e., weekends, holidays from 9:00 pm – 6:00 am).
3	Begin Post-enforcement media releases to highlight campaign effectiveness. Examples: number of citations written, hours patrolled, etc.
4	Obtain and collect data from campaign. Report this information on the appropriate form. The forms are due for collection on the date listed for the specific campaign on the attached calendar (page 11). For additional campaigns the report is due by the 10 th day following the enforcement.

- At the beginning of the grant enforcement campaign, information outlining all phases of the program shall be given to police department personnel, news media, and court (prosecutors and judges) personnel.

- Daily instructions shall be given at roll call outlining program goals.
- Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the overtime enforcement. Personnel must also be trained in DUI enforcement techniques and standard field sobriety tests.
- All officers conducting grant-funded, alcohol-related enforcement patrols must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and Standardized Field Sobriety Testing Course or other NHTSA/Illinois Law Enforcement Training & Standards Board (ILETSB)-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy; a 24-hour SFST course or a SFST refresher course every four years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. *Note: A department may provide in-house training for its own officers conducted by officers from the same department, provided the trainer is a certified SFST instructor. Officers may also attend training at an agency other than their own provided the training is conducted by a certified instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, departments must be able to produce verification of compliance with this requirement.*
- Provide overtime traffic enforcement for the specified hours spread throughout the enforcement period with an emphasis on impaired driving and occupant restraint laws.
- Officers are permitted and encouraged to issue multiple citations to drivers who have committed multiple violations such as: 1. DUI; 2. Other alcohol-related offenses; 3. Failure to wear seat belt; 4. Speeding; 5. Illegal use of electronic device.
- The agency must be prepared to participate in Public Hearings and promotional events at the request of IDOT.
- Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of three (3) years following the date of final payment. Copies of such records shall be made available, upon request, to IDOT representatives.
- Complete all IDOT required forms and submit in a timely manner.
- All Occupant Protection enforcement requires a minimum of 50 percent of the patrol hours conducted between 9:00 pm and 6:00 am.
- ALL impaired driving patrol hours (RSC's and Saturation Patrols) must occur between 9:00 pm and 6:00 am.
- If the department received funding for additional weekend impaired driving saturation patrols, schedules for those shall be provided to the assigned Law Enforcement Liaison (LEL) as soon as possible.
 - Additional weekend impaired driving saturation patrols must occur between 9:00 pm and 6:00 am. All additional patrols must take place on a weekend (Friday 9:00 pm – Monday 6:00 am) unless prior approval is received by the assigned Law Enforcement Liaison (LEL).
- STEP enforcement must be accompanied by an earned media effort (explained in the section on the previous page).
- Detailed Campaign Dates are listed on the FFY 2017 STEP Enforcement Campaign Dates Calendar.

eLAP ENFORCEMENT REQUIREMENTS:

- eLAP agencies may only utilize eLAP funds to provide up to time and one-half (1 ½) overtime pay to hire back officers to work RSC details.
- Agencies may conduct RSC details on their own or with other agencies as long as the enforcement takes place only within the specified counties (listed below).
- eLAP agencies must have personnel trained in areas relating to the needs of the enforcement such as crash investigation, DUI enforcement, BAC testing, standard field sobriety testing, and other traffic matters. The agency must also have a selective enforcement policy and procedure regarding staffing with appropriate supervision.
- Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the overtime enforcement. Personnel must also be trained in DUI enforcement techniques and standard field sobriety tests.
- All officers conducting grant funded, alcohol-related enforcement patrols must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and Standardized Field Sobriety Testing Course or other NHTSA/Illinois Law Enforcement Training & Standards Board (ILETSB)-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy; a 24-hour SFST course or an SFST refresher course every four years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. *Note: A department may provide in-house training for its own officers conducted by officers from the same department, provided the trainer is a certified SFST instructor. Officers may also attend training at an agency other than their own provided the training is conducted by a certified instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, departments must be able to produce verification of compliance with this requirement.*
- Accurate and timely data reporting is required. Enforcement results will be reported to IDOT via form TS 205 no later than the 10th day following the month in which RSC enforcement was conducted.
- RSCs may only be conducted within these counties: Cook, DuPage, Will, McHenry, Lake, Kane, Kendall, Grundy, Kankakee, Winnebago, Rock Island, Peoria, Tazewell, Champaign, Adams, Sangamon, Madison, St. Clair, Jackson, Vermilion, Macon, McLean, Kendall, LaSalle, DeKalb and Williamson.
- All enforcement efforts must be accompanied by an extensive earned media effort, including utilization of social media, highly publicizing the results of each enforcement detail.
- Enforcement must take place on specified weekends, between Friday at 9:00 pm and Monday at 6:00 am.
- Agencies may conduct up to two (2) RSCs during each weekend (identified on the attached calendar).
- RSC enforcement must be conducted during a minimum of 5 up to a maximum of 37 weekends during the grant year.
- RSC details must be a minimum of two (2) hours but no longer than five (5) hours in duration.

EXHIBIT C

PAYMENT

Grantee shall receive \$54,372.00 under this Agreement.

Enter specific terms of payment here:

See Grant Addendum 1 for specific campaign information.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Scott Kristiansen
 Title: Law Enforcement Liaison
 Address: 2300 South Dirksen Parkway, Springfield, Illinois 62764
 Phone: 847/456-2293
 TTY#: _____
 Fax#: _____
 E-mail Address: kristiansenscott@aol.com

GRANTEE CONTACT

Name: Michael Conway
 Title: Sergeant, Traffic Unit
 Address: 1 Community Boulevard, Wheeling, Illinois 60090
 Phone: 847/459-2649
 TTY#: _____
 Fax#: _____
 E-mail Address: mconway@wheelingil.gov

Additional Information:

EXHIBIT E**PERFORMANCE MEASURES****STEP REPORTING:**

A **TS 205, STEP Mobilization Data Collection Form**, must be submitted to IDOT after each enforcement campaign. The report is due by the date listed for the specific campaign on the attached current year calendar, and shall consist of:

- Completed TS 205 form for all campaigns.
- Copies of public information and education campaign materials, media releases, articles, etc., that were published.

REIMBURSEMENT:

Highway Safety Projects are funded on a reimbursement basis. The law enforcement agency pays the cost for program operation using local funds. The agency then submits, after each enforcement campaign, a TS 500 form, Highway Safety Project Claim for Reimbursement. This form is available on IDOT's website at <http://www.idot.illinois.gov/home/resources/Forms-Folder/t>. Procedures for completing the claim for reimbursement are also available on the website. Any expenditure made prior to the agreement approval date is the responsibility of the local agency.

Claims for Reimbursement will not be processed until required reports have been submitted including quarterly reporting as required by 30 ILCS 705/4(b)(2) (as applicable). Failure to submit the final claim and report by the **November 1st** due date will significantly delay payment as it may need to be processed through the Illinois Court of Claims.

ENFORCEMENT INCENTIVE PROGRAM:

FFY 2017 enforcement grantees will automatically be enrolled in the Holiday Mobilizations Enforcement Incentive Productivity Program (this is separate from the Memorial Day incentive productivity program). This program makes agencies eligible for valuable enforcement equipment drawings held after the following major holiday enforcement mobilizations: Thanksgiving, Christmas/New Year's, Memorial Day, Independence Day, and Labor Day,

Requirements of the incentive program are simple: Conduct alcohol and/or seat belt enforcement during specified holiday timeframes AND return your completed TS 110 form to IDOT by the specified date. Failure to complete and submit the reporting form by the specified time means your agency will **NOT** be eligible for the drawings.

EXHIBIT F

PERFORMANCE STANDARDS

STEP ENFORCEMENT PERFORMANCE OBJECTIVES:

Occupant Protection	Impaired Driving
<ul style="list-style-type: none"> • A minimum of one (1) motorist contact (<u>citations only</u>) for every 60 minutes of patrol. • Thirty (30) percent of all citations must be for occupant protection violations. • One (1) percent of all citations must be for violations of the Child Passenger Protection Act. • One (1) percent of all citations must be for backseat occupants. 	<ul style="list-style-type: none"> • A minimum of one (1) motorist contact (<u>citations only</u>) for every 60 minutes of patrol. • A minimum of one DUI arrest for every fifteen (15) hours of actual patrol. • A DUI processing rate of no more than two (2) hours per arrest.

Enforcement performance objectives assist with meeting the program goals.

EVALUATION:

IDOT law enforcement liaisons will conduct on-site visits to observe project activities and progress toward completion of stated goals, as well as to provide assistance as needed. Failure to maintain operation of the project at the level agreed upon in the approved Highway Safety Project Agreement may result in the termination of funding.

REVISIONS:

- **No revisions and/or alterations** to the approved Highway Safety Project are to be made in the Agreement or Enforcement Plan of Activity **without prior approval by IDOT.**
- **Any revision must be requested in writing** as stated in the "Agreement Conditions and Certifications". Typical reasons for a request for revision could be a revised patrol schedule, timetable, operational change or a budget revision. Justification must be furnished at the time of the request.
- The Project Director should not implement the alteration until **an e-mail** from the IDOT is received.

eLAP ENFORCEMENT PERFORMANCE OBJECTIVES:

- A minimum of one (1) motorist contact (citations only) for **every 90 minutes of the RSC detail.**
- A minimum of one DUI arrest for every 15 hours of the RSC detail.
- A DUI processing rate of no more than two (2) hours.

eLAP OTHER REQUIREMENTS:

- At the beginning of the grant year, information outlining all phases of the program shall be given to police department personnel, news media, and court (prosecutors and judges) personnel.
- IDOT will provide materials to assist the local agency in preparing public information campaigns, media releases and social media marketing.
- The applicant agency must be prepared to participate in news conferences and other promotional events at the request of IDOT.
- Costs eligible for reimbursement are personal services and equipment, if approved.
- Complete all IDOT required forms and submit in a timely manner.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

1. The name of the State agency: _____
2. The number of the contract(s) or other agreement(s): _____
3. The estimated amount of the contract(s) or other agreement(s): _____
4. The term of the contract(s) or other agreement(s): _____
5. The nature or purpose of the contract(s) or other agreement(s): _____

EXHIBIT H

SPECIFIC CONDITIONS

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

N/A

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, and 24.1 for information that may be required in this PART TWO.]

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

N/A

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, and 24.1 for information that may be required in this **PART THREE**.]

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	AGENCY IL Department of Transportation
Organization Name: Wheeling Police Department	DUNS#: 079754586	NOFO#: 17-0402-1
CSFA Number: 494-10-0343	Fiscal Year(s): FFY17	

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A -- STATE OF ILLINOIS FUNDS			
Revenues	Year 1	Year 2	Year 3
(a). State of Illinois Grant Amount Requested	\$ 54,372.00	\$ -	\$ -
			TOTAL
			\$ 54,372.00

BUDGET SUMMARY STATE OF ILLINOIS FUNDS			
Budget Expenditure Categories	Year 1	Year 2	Year 3
<i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>			
1. Personnel (Salaries & Wages) 200.430	\$ 54,372.00	\$ -	\$ -
2. Fringe Benefits 200.431	\$ -	\$ -	\$ -
3. Travel 200.474	\$ -	\$ -	\$ -
4. Equipment 200.439	\$ -	\$ -	\$ -
5. Supplies 200.94	\$ -	\$ -	\$ -
6. Contractual Services (200.318) & Subawards (200.92)	\$ -	\$ -	\$ -
7. Consultant (Professional Services) 200.459	\$ -	\$ -	\$ -
8. Construction	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities) 200.465	\$ -	\$ -	\$ -
10. Research & Development (R.&D) 200.87	\$ -	\$ -	\$ -
11. Telecommunications	\$ -	\$ -	\$ -
12. Training & Education 200.472	\$ -	\$ -	\$ -
13. Direct Administrative costs 200.413	\$ -	\$ -	\$ -
14. Miscellaneous Costs	\$ -	\$ -	\$ -
15. A. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -	\$ -
B. <u>Grant Exclusive Line Item(s)</u>	\$ -	\$ -	\$ -
16. Total Direct Costs (lines 1-15) 200.413	\$ -	\$ -	\$ -
17. Indirect Costs* (see below) 200.414	\$ -	\$ -	\$ -
Rate: % Base:			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 54,372.00	\$ -	\$ -
			TOTAL
			\$ 54,372.00

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

4) Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200 Appendix IV (5) Or;
 Complies with other statutory policies (please specify): _____

The Restricted Indirect Cost Rate is _____ %

5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
Approving Federal/State agency (please specify): _____
The Indirect Cost Rate is _____ % The Distribution Base is: _____

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	AGENCY: IL Department of Transportation
Organization Name: Wheeling Police Department	DUNS#: 079754586	NOFO#: 17-0402-1
CSFA Number: 494-10-0343	CSFA Description: State & Community Highway Safety	
Fiscal Year(s) : FFY17		

If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category on lines 1 - 17 of Section B. Please read all instructions before completing form.

SECTION B -- NON STATE OF ILLINOIS FUNDS			
Program Revenues	Year 1	Year 2	Year 3
Grantee Match Requirement <i>% (Agency to populate)</i>			
(b). -Cash	\$ -	\$ -	\$ -
(c). -Non-cash	\$ -	\$ -	\$ -
(d). Other Funding & Contributions	\$ -	\$ -	\$ -
NON-STATE FUNDS Total	\$ -	\$ -	\$ -

BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS			
Budget Expenditure Categories	Year 1	Year 2	Year 3
<i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>			
1. Personnel (Salaries & Wages)	200.430	\$ -	\$ -
2. Fringe Benefits	200.431	\$ -	\$ -
3. Travel	200.474	\$ -	\$ -
4. Equipment	200.439	\$ -	\$ -
5. Supplies	200.94	\$ -	\$ -
6. Contractual Services (200.318) & Subawards (200.92)		\$ -	\$ -
7. Consultant (Professional Services)	200.459	\$ -	\$ -
8. Construction		\$ -	\$ -
9. Occupancy (Rent & Utilities)	200.465	\$ -	\$ -
10. Research & Development (R&D)	200.87	\$ -	\$ -
11. Telecommunications		\$ -	\$ -
12. Training & Education	200.472	\$ -	\$ -
13. Direct Administrative costs	200.413	\$ -	\$ -
14. Miscellaneous Costs		\$ -	\$ -
15. A. Grant Exclusive Line Item(s)		\$ -	\$ -
B. Grant Exclusive Line Item(s)		\$ -	\$ -
16. Total Direct Costs (lines 1-15)	200.413	\$ -	\$ -
17. Indirect Costs	200.414	\$ -	\$ -
Rate: _____ % Base:			
18. Total Costs NON-STATE FUNDS (lines 16 and 17)	N/A	\$ -	\$ -

CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: IL Department of Transportation
Organization Name: Wheeling Police Department	DUNS#: 079754586	NOFO#: 17-0402-1
CSFA Number: 494-10-0343	CSFA Description: State & Community Highway Safety	Fiscal Year(s) : FFY17

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Institution/Organization	Institution/Organization
Signature	Signature
Name of Official	Name of Official
Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)
Date of Execution	Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

FFATA Data Collection Form (if needed by agency)

Under FFATA, all subrecipients who receive \$25,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable									
Subrecipient DUNS:									
Subrecipient Parent Company DUNS:									
Subrecipient Name:									
Subrecipient DBA Name:									
Subrecipient Address:									
City:		State:		Zip:		Congressional District:			
Subrecipient Principal Place of Performance:									
City:		State:		Zip:		Congressional District:			
Contract Number (if known):			Award Amount:			Project Period:			
						From: To:			
State of Illinois Awarding Agency and Project Detail Description:									
Under certain circumstances, sub recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:									
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?									
<input type="checkbox"/> Yes <input type="checkbox"/> No									
If yes, must answer Q2 below									
<input type="checkbox"/> Yes <input type="checkbox"/> No									
If no, you are not required to provide data.									
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?									
<input type="checkbox"/> Yes <input type="checkbox"/> No									
If no, you must provide the data. Please fill out the rest of this form.									
Please provide names and total compensation of the top five officials:									
Name:						Amount:			
Name:						Amount:			
Name:						Amount:			
Name:						Amount:			
Name:						Amount:			

Section C - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Computation			Length of time	Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time		
						\$ -
						\$ 54,372.00
						\$ -
						\$ -
State Total						\$ 54,372.00
NON-State Total						\$ -

Officers working hire-back campaigns. See Grant Addendum 1 for breakout of campaigns.

Personnel Narrative (State):	
State Total	\$ 54,372.00

Personnel Narrative (Non-State) i.e. "Match" or "Other Funding"	
NON-State Total	\$ -

Total Personnel \$ 54,372.00

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position	Computation		Cost
		Base	Rate	
N/A				
				\$ -
				\$ -
				\$ -
				\$ -
State Total				\$ -
NON-State Total				\$ -

Fringe Benefits Narrative (State):

State Total \$ -

Fringe Benefits Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Fringe Benefits \$ -

Section C - Budget Worksheet & Narrative

3). Travel (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Purpose of Travel	Location	Computation			# of Trips	Cost
		Items	Cost Rate	Basis		
N/A						
State Total					\$	-
NON-State Total					\$	-

Travel Narrative (State):

State Total \$ -

Travel Narrative (Non-State) i.e. "Match" or "Other Funding"

NON-State Total \$ -

Total Travel \$ -

Section C - Budget Worksheet & Narrative

4). **Equipment (2 CFR 200.439)** -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
N/A			\$ -
		State Total	\$ -
		NON-State Total	\$ -

Equipment Narrative (State):	
	State Total \$ -

Equipment Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -
	Total Equipment \$ -

Section C - Budget Worksheet & Narrative

5). **Supplies (2 CFR 200.94)**--List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation		Cost
	Quantity/ Duration	Cost	
N/A			-
			-
			-
			-
			-
			-
State Total			-
			-
NON-State Total			-

Supplies Narrative (State):

	State Total \$ -
--	-------------------------

Supplies Narrative (Non-State) i.e. "Match" or "Other Funding"

	NON-State Total \$ -
--	-----------------------------

Total Supplies \$ -

Section C - Budget Worksheet & Narrative

6). **Contractual Services** (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88) . NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Name of Organization	Contract or Subaward	Description of Activities	Cost
N/A			\$ -
			\$ -
			\$ -
			\$ -
		State Total	\$ -
			\$ -
		NON-State Total	\$ -
			\$ -

Contractual Services Narrative (State):	State Total \$ -
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Contractual Services Narrative (Non-State) i.e. "Match" or "Other Funding"	NON-State Total \$ -
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Total Contractual Services \$ -

Section C - Budget Worksheet & Narrative

7). Consultant Services and Expenses (2 CFR 200.459) -- Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					\$ -
					\$ -
				State Total	\$ -

Consultant Expenses	Location	Items	Cost Rate	Computation		Cost
				Basis	Quantity	
						\$ -
						\$ -
					State Total	\$ -
					NON-State Total	\$ -

N/A

Consultant Narrative (State):	
	State Total \$ -

Consultant Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -

Total Consultant \$ -

Section C - Budget Worksheet & Narrative

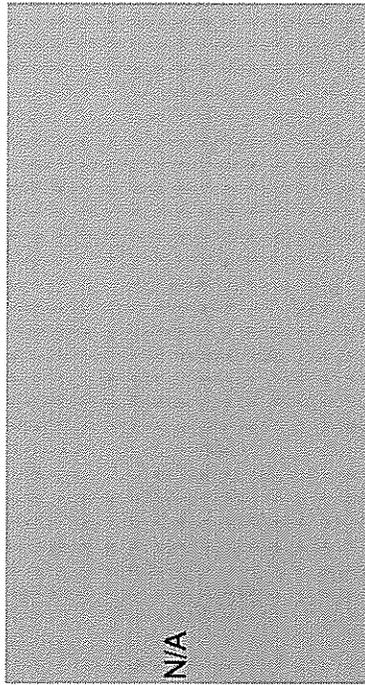
8). **Construction**-- Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Cost
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EXAMPLES

Consult with Program Office before budgeting Construction costs.

	\$ -
State Total	\$ -



N/A

NON-State Total \$ -

Construction Narrative (State):

	State Total \$ -
--	------------------

Construction Narrative (Non-State) i.e. "Match" or "Other Funding"

	NON-State Total \$ -
--	----------------------

Total Construction \$ -

Section C - Budget Worksheet & Narrative

9). **Occupancy -Rent and Utilities (2 CFR 200.465)** -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Computation			Length of time	Cost
	Quantity	Basis	Cost		
N/A					\$ -
					\$ -
					\$ -
State Total					\$ -
					\$ -
					\$ -
NON-State Total					\$ -

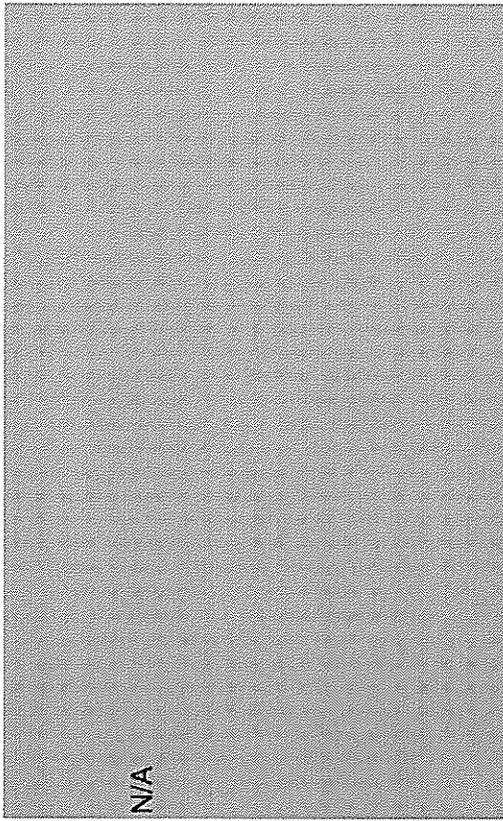
Occupancy Narrative (State):	
	State Total \$ -

Occupancy Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -
Total Occupancy	\$ -

Section C - Budget Worksheet & Narrative

10). **Research & Development (R&D)** (2 CFR 200.87)-- *Definition:* All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. NOTE: Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
	-	\$ -
	-	\$ -
	State Total	\$ -
	-	\$ -
	NON-State Total	\$ -



N/A

R & D Narrative (State):		-
	State Total	\$ -

R & D Narrative (Non-State) i.e. "Match" or "Other Funding"		-
	NON-State Total	\$ -

Total R & D \$ -

Section C - Budget Worksheet & Narrative

11). **Telecommunications** -- List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Computation			Length of time	Cost
	Quantity	Basis	Cost		
N/A					\$ -
					\$ -
					\$ -
State Total					\$ -
					\$ -
NON-State Total					\$ -

Telecommunications Narrative (State):

	State Total \$ -
--	-------------------------

Telecommunications Narrative (Non-State) i.e. "Match" or "Other Funding"

	NON-State Total \$ -
--	-----------------------------

Total Telecommunications \$ -

Section C - Budget Worksheet & Narrative

12). **Training and Education (2 CFR 200.472)** -- Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Computation			Cost
	Quantity	Basis	Length of time	
N/A				\$ -
				\$ -
				\$ -
State Total				\$ -
				\$ -
				\$ -
NON-State Total				\$ -

Training & Education Narrative (State):	State Total \$ -
--	-------------------------

Training & Education Narrative (Non-State) i.e. "Match" or "Other Funding"	NON-State Total \$ -
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Total Training & Education \$ -

Section C - Budget Worksheet & Narrative

13). **Direct Administrative Costs** - (2 *CFR 200.413 (c)*) The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Computation		Length of time	Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)		
N/A					
				State Total	\$ -
				NON-State Total	\$ -

Direct Administrative Narrative (State):	State Total \$ -
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Direct Administrative Narrative (Non-State) i.e. "Match" or "Other Funding"	NON-State Total \$ -
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Total Direct Administrative Costs \$ -

Section C - Budget Worksheet & Narrative

14) **Other or Miscellaneous Costs** -- This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (eg. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Computation			Length of time	Cost
	Quantity	Basis	Cost		
N/A					\$ -
					\$ -
					\$ -
					\$ -
State Total					\$ -
					\$ -
NON-State Total					\$ -

Other Costs Narrative (State):	
	State Total \$ -

Other Cost Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -

Total Other Costs \$ -

Section C - Budget Worksheet & Narrative

15). GRANT EXCLUSIVE LINE ITEM: Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program).

Description	Computation			Cost
	Quantity	Basis	Length of time	
<div style="background-color: #cccccc; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> N/A </div>				\$ -
				\$ -
				\$ -
				\$ -
	State Total			\$ -
			NON-State Total	\$ -

GRANT EXCLUSIVE LINE ITEM Narrative (State):	
	State Total \$ -

GRANT EXCLUSIVE LINE ITEM Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -
Total GRANT EXCLUSIVE LINE ITEM \$ -	

Section C - Budget Worksheet & Narrative

16). **Indirect Cost (2 CFR 200.414)** --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Computation		Cost
	Base	Rate	
N/A			\$ -
			\$ -
State Total			\$ -
			\$ -
NON-State Total			\$ -

Indirect Cost Narrative (State):	
	State Total \$ -

Indirect Cost Narrative (Non-State) i.e. "Match" or "Other Funding"	
	NON-State Total \$ -

Total Indirect Costs \$ -

Section C - Budget Worksheet & Narrative

Budget Narrative Summary-- When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>	<i>Non-State</i>	<i>Total</i>
1. Personnel	\$ 54,372.00	\$ -	\$ 54,372.00
2. Fringe Benefits	\$ -	\$ -	\$ -
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -
6. Contractual Services	\$ -	\$ -	\$ -
7. Consultant (Professional Services)	\$ -	\$ -	\$ -
8. Construction	\$ -	\$ -	\$ -
9. Occupancy (Rent & Utilities)	\$ -	\$ -	\$ -
10. Research & Development (R&D)	\$ -	\$ -	\$ -
11. Telecommunications	\$ -	\$ -	\$ -
12. Training & Education	\$ -	\$ -	\$ -
13. Direct Administrative Costs	\$ -	\$ -	\$ -
14. Other or Misc. Costs	\$ -	\$ -	\$ -
15. GRANT EXCLUSIVE LINE ITEM	\$ -	\$ -	\$ -
16. Indirect Costs	\$ -	\$ -	\$ -
State Request	\$ 54,372.00		
Non-State Amount		\$ -	
TOTAL PROJECT COSTS	\$ 54,372.00	\$ -	\$ 54,372.00

Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Illinois Department of Transportation
Organization Name: Wheeling Police Department	DUNS#: 079754586	NOFO#: 17-0402-1
CSFA Number: 494-10-0343	CSFA Description: State & Comm. Highway Safety	Fiscal Year(s): FFY17

Final Budget Amount Approved

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

Budget Revision Approved

Program Approval Signature

Date

Fiscal & Administrative Approval
Signature

Date

\$200,308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



Personnel (Salaries & Wages) Budget	Occupant Protection Enforcement	Impaired Driving Enforcement
Halloween Campaign (Optional)	\$1,932.00	\$552.00
Thanksgiving Campaign (Mandatory)	\$6,072.00	\$2,208.00
Christmas/New Year's Campaign (Mandatory)	\$7,176.00	\$1,656.00
Super Bowl Campaign (Optional)	\$0.00	\$0.00
St. Patrick's Day Campaign (Mandatory)	\$3,864.00	\$1,104.00
Memorial Day Campaign (Mandatory)	\$6,072.00	\$2,760.00
Independence Day Campaign (Mandatory)	\$6,072.00	\$4,968.00
Labor Day Campaign (Mandatory)	\$6,624.00	\$3,312.00
Additional Enforcement (Optional)	N/A	\$0.00
eLAP Enforcement (Optional)	N/A	\$0.00
Subtotal Personal Services	\$37,812.00	\$16,560.00
Equipment (eLAP only) (Must be directly related to the operation of Roadside Safety Checks)	\$0.00	
Total All Funds	\$54,372.00	

Campaign Breakdown

Halloween Campaign (October 28 - November 2 (6 am), 2016)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ						\$0.00
Nighttime Saturation Patrols	2	4	2	16	\$69.00	\$1,104.00
TOTAL						\$1,932.00
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	1	8	\$69.00	\$552.00
TOTAL						\$552.00

Thanksgiving Campaign (November 14 - 28 (6 am), 2016)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	8	64	\$69.00	\$4,416.00
TOTAL						\$6,072.00
Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	4	32	\$69.00	\$2,208.00
TOTAL						\$2,208.00

Christmas/New Year's Campaign (December 16, 2016 - January 2 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	10	80	\$69.00	\$5,520.00
TOTAL						\$7,176.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	3	24	\$69.00	\$1,656.00
TOTAL						\$1,656.00

Super Bowl Campaign (February 3 - February 6 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ						\$0.00
Nighttime SBEZ						\$0.00
Nighttime Saturation Patrols						\$0.00
TOTAL						\$0.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols						\$0.00
TOTAL						\$0.00

St. Patrick's Day Campaign (March 17 - 20 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	4	32	\$69.00	\$2,208.00
TOTAL						\$3,864.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	2	16	\$69.00	\$1,104.00
TOTAL						\$1,104.00

Memorial Day Campaign (May 15 – 30 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	8	64	\$69.00	\$4,416.00
TOTAL						\$6,072.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC						\$0.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	5	40	\$69.00	\$2,760.00
TOTAL						\$2,760.00

Independence Day Campaign (June 26 - July 9 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	8	64	\$69.00	\$4,416.00
TOTAL						\$6,072.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC	8	4	1	32	\$69.00	\$2,208.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	5	40	\$69.00	\$2,760.00
TOTAL						\$4,968.00

Labor Day Campaign (August 21 - September 5 (6 am), 2017)

Occupant Protection	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Daytime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime SBEZ	4	3	1	12	\$69.00	\$828.00
Nighttime Saturation Patrols	2	4	9	72	\$69.00	\$4,968.00
TOTAL						\$6,624.00

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Stand Alone RSC	8	4	1	32	\$69.00	\$2,208.00
Joint / Agency RSC						\$0.00
Joint / ISP RSC						\$0.00
Saturation Patrols	2	4	2	16	\$69.00	\$1,104.00
TOTAL						\$3,312.00

*Additional Enforcement is limited to nighttime saturation patrols on the weekends that are identified in the calendar below.

Additional Enforcement

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Saturation Patrols						\$0.00
TOTAL						\$0.00

*The eLAP enforcement is limited to Friday 9:00 pm through Monday 6:00 am during the weekends that are identified in the calendar below.

eLAP Enforcement

Impaired Driving	# of officers	# of hours	# of details	Total Hours	Overtime Rate	Total Campaign Budget
Roadside Safety Checks						\$0.00
TOTAL						\$0.00

Additional / eLAP Enforcement Calendar

October 2016	November 2016	December 2016	January 2017
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
February 2017	March 2017	April 2017	May 2017
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
June 2017	July 2017	August 2017	September 2017
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

FFY 2017 Enforcement Campaign Dates

Campaign	Paid Advertising Campaign	Potential Kickoff Press Release Dates	Enforcement	Post Enforcement Media Release	Grant Data Collection Form Due	Equipment Incentive Program Form Due
2016						
Halloween	No	October 24-28, 2016	October 28-November 2 (6 a.m.), 2016	November 2-5, 2016	November 16, 2016	No Incentive Program
Thanksgiving	Yes	November 14-21 2016	November 14-28 (6 a.m.), 2016	November 29-December 2, 2016	December 12, 2016	December 5, 2016
Christmas & New Year's	Yes	December 12-21, 2016	December 16, 2016-January 2 (6 a.m.), 2017	January 2-6, 2017	January 17, 2017	January 9, 2017
2017						
Super Bowl	No	February 1-3, 2017	February 3-6 (6 a.m.), 2017	February 6-8, 2017	February 20, 2017	No Incentive Program
St. Patrick's Day	No	March 13-16, 2017	March 17-20 (6 a.m.), 2017	March 20-24, 2017	April 3, 2017	No Incentive Program
Memorial Day	Yes	May 15-25, 2017	May 15-30 (6 a.m.), 2017	May 30-June 2, 2017	June 5, 2017	June 5, 2017
Independence Day	Yes	June 20-30, 2017	June 26-July 9, 2017	July 10-14, 2017	July 24, 2017	July 17, 2017
Labor Day Holiday	Yes	August 21-30, 2017	August 21 – September 5 (6 a.m.), 2017	September 5-8, 2017	September 18, 2017	September 12, 2017
Additional Impaired Driving and/or Occupant Protection Patrols (Optional)	No	Submit to LEL in advance for approval	Submit to LEL in advance for approval	Submit to LEL in advance for approval	Within 14 days of completion of enforcement	No Incentive Program

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.D

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: September 19, 2016

TITLE OF ITEM SUBMITTED: A Resolution Approving Recertification for the Community Rating System

SUBMITTED BY: Andrew Jennings, Director of Community Development

Jon Tack, Village Engineer

BASIC DESCRIPTION OF ITEM1: Annual recertification to remain a participant in the National Flood Insurance Program’s Community Rating System (CRS). Participation in this program provides Wheeling residents with discounted premiums on flood insurance policies.

BUDGET2: N/A

BIDDING3: N/A

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, Community Rating System Annual Recertification Form

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: Andrew Jennings, Director of Community Development
Jon Tack, Village Engineer

DATE: September 15, 2016

**SUBJECT: National Flood Insurance Program Community Rating System
Annual Recertification**

EXECUTIVE SUMMARY

The Village of Wheeling has been a participant in the National Flood Insurance Program's Community Rating System (CRS) since 1990. Continued participation in this program provides Wheeling residents with discounted premiums on flood insurance policies.

Since May 1, 2013, the village's CRS rating has been a Class 6—improved from a previous Class 7 as a result of an extensive onsite review process conducted in 2011. This Class 6 rating provides 20% premium discounts for properties in Special Flood Hazard Areas (SFHA). Non-SFHA properties continue to receive a 5% discount on premiums. Currently 822 flood insurance policies totaling \$174 million in coverage are issued for the Village of Wheeling.

One of the requirements for the Village's continued participation in the program is the annual submittal of a form stating that the Village is still implementing the programs and activities for which it receives credit. The attached Community Rating System Annual Recertification form AW-214-1 must be signed by the Village Manager and submitted by October 1, 2016 to comply with the program requirements.

Staff recommends continued participation in this beneficial program and has attached for Board action a resolution authorizing the Village Manager to execute the required recertification form AW-214-1.

Attachments: Resolution
Community Rating System Annual Recertification Form AW-214-1
2016 Repetitive Loss Area Analysis

RESOLUTION NO. 16-_____

**A RESOLUTION APPROVING RECERTIFICATION
FOR THE COMMUNITY RATING SYSTEM**

WHEREAS, the Village of Wheeling was one of the inaugural communities in both Illinois and the Nation, and has been a participant in the Community Rating System of the Federal Emergency Management Agency's National Flood Insurance Program since its inception in 1990; and

WHEREAS, the Community Rating System (CRS) was created by FEMA to provide an incentive for activities which reduce flood losses and support the sale of flood insurance; and

WHEREAS, a community must annually recertify that it is implementing the programs and activities for which it received CRS credit toward its rating to remain in good standing in the program; and

WHEREAS, the Village of Wheeling re-applied for continued participation in the CRS in 2015 and continues to be designated as a Class 6 as a result of this re-application;

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 authorized to execute the Recertification Form AW-214-1 on behalf of the Village of Wheeling and is authorized to submit this Recertification on behalf of the Village.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 16-_____ be adopted.

President Argiris _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

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 S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk



ANNUAL EVALUATION REPORT
REPETITIVE LOSS AREA ANALYSIS

October 1, 2016

Background

The Village of Wheeling is a participant in the National Flood Insurance Program (NFIP) and a participant in the Community Rating System (CRS) program. The CRS program allows the Village to obtain points for enforcing floodplain regulations which, in turn, creates a savings for residents required to obtain flood insurance. The Village currently has obtained a rating of 6 on a scale of 10 to 1 with 10 being no benefit and 1 being a 45% reduction in a typical flood insurance policy premium. The Village's participation in the CRS program is currently saving residents with typical flood insurance policies 20% on their premiums.

The CRS program requires all participating communities to complete an annual recertification to confirm the validity of the community's most recent rating. As part of the annual recertification, the Village is required to provide supporting documentation of activities for which points are being received. The Village receives 50 points for the Repetitive Loss Area Analysis, a report that takes an in-depth look at the Repetitive Loss Areas.

The Village currently has 14 repetitive loss properties in 6 different areas of the Village. When the number of repetitive loss properties exceeds 10, the Village is classified as a Category "C" Community. As a Category "C" Community, the CRS program requires that a Repetitive Loss Area Analysis is prepared and that the community work towards satisfying the recommendations of the report to minimize damage to the repetitive loss properties. Failure to satisfy the requirements of the Repetitive Loss Area Analysis would result in the Village being reclassified from a 6 to a 10. This would have a direct impact on residents currently paying for flood insurance; their premiums would increase by 20%.

In 2015 the Village collected elevation data for 13 of the 14 repetitive loss properties. This is in an effort to better understand how these properties are flooding and to explore options to reduce the risk for future flooding. In the future, the remaining repetitive loss properties will be surveyed and analyzed.

Annual Report for Repetitive Loss Area Analysis

This report is a summary of the recommendations presented for each of the 6 repetitive loss areas, as identified in the original Repetitive Loss Area Analysis. The summary report will be presented at a public meeting of the Village Board. Copies of both the Repetitive Loss Area Analysis and the Annual Evaluation Report can be viewed at the Community Development Department at Village Hall.

Area 1 – Valley Stream Drive

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs, ICC coverage and the ways the Village can help.

Report: The Village sent letters to all of the repetitive loss homes with attachments. Copies of the documents are enclosed with the CRS recertification submittal.

Recommendation: The Village should prepare a map of flooding road closures and include this area.

Report: The engineering staff is working with other Village Departments on the design and implementation of a street closure plan.

Recommendation: The Village should continue to be active in the MWRDGC Lower Des Plaines Watershed Planning Council and pursue flood mitigation projects when appropriate.

Report: Village staff continue to have an ongoing participation in the MWRDGC Lower Des Plaines Watershed Planning Council meetings.

Recommendation: The Village should continue to monitor electrical outages and tree trimming needs.

Report: The Village has a good working relationship with Com Ed and is continually monitoring these issues as well as receiving information from residents to resolve power outage and tree trimming needs.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: Reverse 911 is currently used by the Village in times of emergency. The Village will work towards a specific area type approach to the reverse 911.

Area - 2 Highland Avenue and Wolf Road

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs, ICC coverage and the ways the Village can help.

Report: The Village sent letters to all of the repetitive loss homes with attachments. Copies of the documents are enclosed with the recertification submittal.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: Reverse 911 is currently used by the Village in times of emergency. The Village will work towards a specific area type approach to the reverse 911.

Area 3 - Meadowbrook

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs, ICC coverage and the ways the Village can help.

Report: The Village sent letters to all of the repetitive loss homes with attachments. Copies of the documents are enclosed with the recertification submittal.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: Reverse 911 is currently used by the Village in times of emergency. The Village will work towards a specific area type approach to the reverse 911.

Recommendation: The Village should prepare a map of flooding road closures and include this area.

Report: The engineering staff is working with other Village Departments on the design and implementation of a street closure plan.

Area 4 - Dunhurst Units 1-2

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs and the ways the Village can help.

Report: The Village sent letters to all of the repetitive loss homes with attachments. Copies of the documents are enclosed with the recertification submittal.

Recommendation: The Village should continue working with the MWRDGC to accurately define and remap the floodplain.

Report: Upon completion of MWRDGC flood storage facility improvements the Village intends to work with FEMA to better define the floodplain limits in the Dunhurst Subdivision.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: Reverse 911 is currently used by the Village in times of emergency. The Village will work towards a specific area type approach to the reverse 911.

Recommendation: The Village should prepare a map of flooding road closures and include this area.

Report: The engineering staff is working with other Village Departments on the design and implementation of a street closure plan.

Area 5 - Lakeside Villas

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs and the ways the Village can help.

Report: The Village sent letters to all of the repetitive loss homes with attachments. Copies of the documents are enclosed with the recertification submittal.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: Reverse 911 is currently used by the Village in times of emergency. The Village will work towards a specific area type approach to the reverse 911.

Recommendation: The Village should prepare a map of flooding road closures and include this area.

Report: The engineering staff is working with other Village Departments on the design and implementation of a street closure plan.

Area 6 - Fox Point Mobile Home Park

Recommendation: A letter should be sent to the residents on an annual basis with information on flood safety, flood insurance, elevating and flood proofing methods, building permit requirements for post flood repairs and the ways the Village can help.

Report: The Village is in the process of relocating Fox Point residents, buying Fox Point, and clearing it of all structures. Community Development Block Grant Disaster Recover Program is the funding source for this project.

Recommendation: The Village should contact the park owner to arrange for an open house meeting with contractors that can help the homeowners floodproof or elevate their manufactured homes.

Report: The Village is in the process of relocating Fox Point residents, buying Fox Point, and clearing it of all structures. Community Development Block Grant Disaster Recover Program is the funding source for this project.

Recommendation: The Village should prepare a reverse 911 list for the area.

Report: The Village is in the process of relocating Fox Point residents, buying Fox Point, and clearing it of all structures. Community Development Block Grant Disaster Recover Program is the funding source for this project.

Additional General Recommendations

Recommendation: Review any pre-flood operating procedures outlined in the Village's Emergency Plan. The procedure needs to address previously recommended residential road closure and Reverse 911 (Code Red) procedures as well as sand-bagging operations and communications.

Report: The engineering department is working with other Village departments to improve the road closure and reverse 911 system. As we make improvements to the 911 and the road closure system, the pre-flood operating procedures will be revised and sand-bagging, as well as the overall communication with residents, will continue to be addressed.

Recommendation: Prepare handout for residents regarding safe clean up practices (pamphlets available from the Red Cross and FEMA), building permit requirements, substantial damage requirements for floodplain structures and Increased Cost of Compliance insurance coverage.

Report: The Village has many of these handouts available and will continue to work to get them into the hands of those in need of the information.

Recommendation: Review post-flood standard operating procedures. The procedures should at a minimum include the following tasks:

- a) Brief all elected officials on the Village's responsibility to insure proper repairs following a flood.
- b) Determine if a waiver or reduction in building permit fees for flood repair should be implemented.
- c) Outline responsibilities for the Community Development Department and Public Works Department for surveying all flooded areas to determine depth of flooding and potential substantially damaged structures in the designated floodplain. Review the Field Manual: Safety Evaluation of Buildings after Windstorms and Floods (ATC 45) for help in establishing an inspection standard. Make the manual available online when it has been prepared.
- d) Establish a routine for Village staff to drive through affected areas to check for unpermitted construction work.
- e) Communicate with electric, gas and water utilities to turn on service only if the owner provides a copy of a building permit or evidence that a permit is not required.

Report: This recommendation includes many tasks that the Village currently implements and some which will be evaluated as to whether or not they can be incorporated.

Recommendation: Develop an inspection sticker system so buildings surveyed can be easily identified.

Report: This will be evaluated, however, the Village has a very good communication system and this may not be necessary.

Recommendation: Provide additional details on the Village website regarding sand bagging operations, phone numbers to be used during a flood and post flood debris removal.

Report: The Village web site has a good deal of information posted. Engineering staff will continue to update the website with necessary revisions.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Section 1. Community Data

If there are any changes or corrections to the information in this section, please line out the old item and write in the correction.

Community: WHEELING, VILLAGE OF State: IL NFIP Number:170173

Recertification Date: October 1, 2016

Chief Executive Officer:

Name: Mr. Jon A. Sfondilis Title: Village Manager

Address: 2 Community Boulevard, Wheeling, IL. 60090

CRS Coordinator:

Name: Mr. Jon Tack Title: Village Engineer

Address: 2 Community Boulevard, Wheeling, IL. 60090

Coordinator's Phone: (847) 499-9059 Fax: (847) 459-2656

E-mail address: jtack@wheelingil.gov

Section 2. Certification

I hereby certify that this community is continuing to implement the activities noted below as credited under the Community Rating System and described in our original application and subsequent modifications.

We are maintaining, to the best of my knowledge and belief, in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area shown on our Flood Insurance Rate Map.

Signed: _____
Jon A. Sfondilis, Village Manager

Date: _____

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

WHEELING, IL

NFIP NUMBER: 170173

Section 3. Community Activities

Your community has been verified as receiving CRS credit for the following activities. If your community is still implementing these activities the CRS Coordinator needs to put his or her initials in the blank and attach the appropriate items. The numbers refer to the activity number which is found in the CRS Coordinator's Manual.

-  310 We are maintaining Elevation Certificates on all new and substantially improved buildings in our Special Flood Hazard Area.
-  310 We have issued 0 (insert number) permits for new construction and substantial improvements in the Special Flood Hazard Area in the last year.
-  310 **Attached are 5 Elevation Certificates (or as many as you have if less than 5) for new or substantially improved structures that have been completed in the last year.** [] Initial here if you have not received any ECs in the last year.
-  310 We are maintaining Elevation Certificate data in computer format. **Attached is a disk with the elevation certificate data obtained since our last submittal.** [] Initial here if there have not been any new buildings or substantial improvements in the floodplain since the last submittal. Do not attach a disk.]
-  320 We are providing Flood Insurance Rate Map information and information on the flood insurance purchase requirement to inquirers.
-  320 **Attached is a copy of the document that told lenders, insurance agents, and real estate offices about this service this year.** [] Initial here if the information is included in your annual outreach project to the community. Mark the attachment to Activity 330 to show where this service is publicized.]
-  320 **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**
-  330 **Attached is a copy of this year's annual outreach project to the community.**
-  330 We continue to display our outreach to the community on the brochure rack at the front counter in the Community Development Department.
-  340 People looking to purchase floodprone property are being advised of the flood hazard through our credited hazard disclosure measures.
-  350 Our public library continues to maintain flood protection materials.
-  350 We continue to conduct an annual review and update of the information and links in our flood protection website.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

WHEELING, IL

NFIP NUMBER: 170173

360 We continue to provide flood protection assistance to inquirers.

360 Attached is a copy of the document that told others about the availability of flood protection assistance this year. Initial here if the information is included in your annual outreach project to the community or to the flood plain properties, or is a part of our community's outreach projects strategy. Mark the attachment to Activity 330 to show where this service is publicized.

360 Attached is a copy of one page of the log, a letter, or other record that we kept on flood protection assistance service this year.

410 We continue to use our additional regulatory flood data before a new development can proceed in our floodplain.

420 We continue to preserve our open space in the floodplain.

430 We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances. Initial here if you have amended your floodplain regulations. Attach a copy of the amendment.]

430 We continue to keep track of building improvements and repairs. Before a new permit is issued, we check the permit record and count the projects' dollar value cumulatively to determine if a nonconforming building should be brought up to our standards for new construction.

440 We continue to use and update our digitized mapping system (GIS).

440 We continue to maintain our system of Benchmarks. Initial here if any Benchmarks were found to be missing or inaccurate. Attach a copy of the correct elevation or a description of the missing Benchmark.

440 We continue to maintain and make available all previously issued flood insurance studies and their associated maps.

450 We continue to enforce the stormwater management provisions of our zoning subdivision and building code ordinances for new developments in the watershed. Initial here if you have amended your storm water management regulations. Attach a copy of the amendment.]

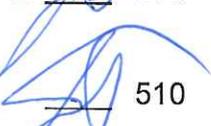
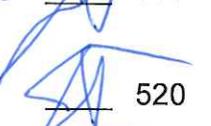
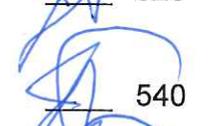
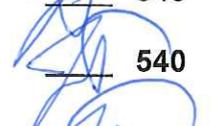
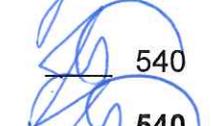
450 We continue to enforce the erosion and sediment control provisions of our zoning, subdivision and building code ordinances. Initial here if you have amended these regulations. Attach a copy of the amendment.]

502 We currently have 12 repetitive loss properties and send our notice to 240 properties in the repetitive loss areas.

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

WHEELING, IL

NFIP NUMBER: 170173

-  **503** Attached is a copy of this year's outreach project which discusses property protection, sources of financial assistance for property protection and flood insurance to all residents in our repetitive loss area(s).
-  **510** Attached is a copy of the annual progress report on the recommendations of the Repetitive Loss Area Analyses.
-  **510** We have provided copies of this progress report to our governing board, local media, and the state NFIP Coordinating office.
-  **520** We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain.
-  **540** We continue to implement our drainage system maintenance program.
-  **540** Attached is a copy of a typical inspection report and a copy of the record that shows that any needed maintenance was performed.
-  **540** We continue to implement the sections of our Capital Improvements Program which pertain to the drainage system maintenance.
-  **540** We continue to enforce our stream dumping regulations.
-  **540** Attached is a copy of this year's outreach project that explained our stream dumping regulations. [ Initial here if the information is included in your annual outreach project to the community. Mark the attachment to Activity 330 to show where your stream dumping regulations are explained.] [____ Initial here if you publicize the regulations with "no dumping" signs instead of through an outreach project.]

Attachments:



Community Development Department
 2 Community Boulevard • Wheeling, Illinois 60090
 Phone: 847.459.2620 • Fax: 847.459.2656

September 6, 2016

To Whom It May Concern:

The Village of Wheeling is a participant in the **National Flood Insurance Program (NFIP) Community Rating System (CRS)**. The goals of the CRS are to reduce flood losses, facilitate accurate insurance rating, and promote awareness of flood insurance.

The NFIP makes federally backed flood insurance available for all buildings, whether they are in a floodplain or not. The mandatory insurance purchase requirement applies to all forms of federal or federally related financial assistance for buildings located in a Special Flood Hazard Area (SFHA). This requirement affects loans and grants for the purchase, construction, repair, or improvement of any publicly or privately owned building in the SFHA, including machinery, equipment, fixtures, and furnishings contained in such buildings. The lending agency is required by law to require loan recipients to purchase a flood insurance policy on buildings located within the SFHA.

The Village of Wheeling is required to inform all local lending institutions annually that the Village will provide written floodplain map zone determinations for property within the Village. If you choose to take advantage of this service, an *Application for Floodplain Map Determination* form which explains submission requirements is enclosed. Please feel free to make copies of this form as needed. Additional forms are available from the Community Development Department. This form should be submitted with a \$30.00 application fee when your lending institution requires a written determination for buildings located in Wheeling prior to loan approval. The determination will provide the following information:

- Community Number
- Map Panel Number
- FIRM Suffix
- Date of FIRM
- FIRM Zone for the Property
- Base Flood Elevation at the Property
- Elevation Datum System used on the FIRM

The Village of Wheeling has copies of elevation certificates on file for some properties in the floodplain.

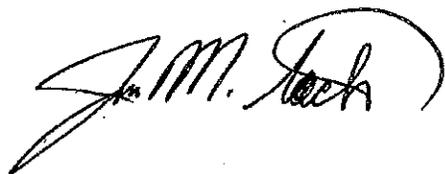
Floodplain Map Determination
September 6, 2016
Page 2

To promote understanding and compliance with the mandatory purchase requirements of the NFIP, information on flood insurance, including a free booklet titled *Mandatory Purchase of Flood Insurance Guidelines* is available from the FEMA Distribution Center by calling 800-480-2520 or from the FEMA web site <http://www.fema.gov/business/nfip/>.

Please feel free to contact the Community Development Department at 847-459-2620 with any questions or for further information.

Thank you in advance for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jon M. Tack". The signature is stylized with a large, sweeping flourish at the end.

Jon M. Tack, P.E.
Village Engineer

Enclosure



COMMUNITY DEVELOPMENT DEPARTMENT
847.459.2620 Fax 847.459.2656

APPLICATION FOR FLOODPLAIN MAP DETERMINATION

TO THE APPLICANT:

Please read this application carefully and supply all documentation required to assure a prompt response. The Village of Wheeling will make a written floodplain map determination upon completion of this application form, submission of all required documentation, and payment of the fee. This documentation includes the following:

PLEASE PRINT

Name of applicant: _____

Title (Owner, Mortgage Co., Real Estate, etc.): _____

Phone Number: _____

Address of the property, if assigned, or location: _____

Property Tax Index Number (P.I.N.): _____

Signature of Applicant: _____

REQUIRED ATTACHMENTS:

- Current Survey of the Property
- Legal Description
- Topographic Survey (if available)

Upon receipt of the above, a written zone determination will be made based on the current Flood Insurance Rate Map (FIRM) for the Village of Wheeling. The following information will be supplied:

Community Number, Map Panel Number, FIRM Suffix and Date of FIRM, FIRM Zone for the property, Base Flood Elevation at the property (in A0 zones, the base flood depth will be indicated), Elevation Datum used on the FIRM

If you have any questions, please call the Community Development Department at 847-459-2620.

OFFICE USE ONLY

ADDRESS: _____

ZONING: _____

DATE RECEIVED: _____

DETERMINATION DATE: _____

MAILED: _____

PICKED UP: _____

Village of Wheeling

Atlantic Insurance
30 W. Dundee Road
Wheeling, IL 60090

Bank of America
55 W. Lake Cook Road
Buffalo Grove, IL 60089

Cambridge Lending Group Inc
350 E. Dundee Road #250
Wheeling, IL 60090

Charter One Bank
1 W. Dundee Road
Buffalo Grove, IL 60089

Chase Bank
253 E Dundee
Wheeling, IL 60090

Cole Taylor Bank
350 E. Dundee Road
Wheeling, IL 60090

Devon Bank
561 N. Milwaukee Avenue
Wheeling, IL 60090

Farmers Insurance
251 E Dundee
Wheeling, IL 60090

First American Bank
One Bank Lane
Buffalo Grove, IL 60089

Forum Mortgage Bancorp
370 W. Dundee Road, A
Wheeling, IL 60090

Harris Bank
10 Huntington Lane
Wheeling, IL 60090

Harris Bank
1190 N. McHenry Road
Buffalo Grove, IL 60089

Hoyne Savings Bank
699 W. Dundee Road
Wheeling, IL 60090

Activity 320 Organization List

Insurance Depot
542 W Dundee
Wheeling, IL 60090

LaSalle Bank
1355 W. Dundee Road
Buffalo Grove, IL 60089

MAP Multiple Listing Service
2443 Warrenville Road, Suite 600
Lisle, IL 60532-4377

MB Financial Bank
125 McHenry Road
Wheeling, IL 60090

Midwest Bank
1190 Old McHenry Road
Long Grove, IL 60047

M S Linderman Associates Inc
517 N. Wolf Road
Wheeling, IL 60090

North Shore-Barrington Assn of Realtors
450 Skokie Boulevard, Building 1200
Northbrook, IL 60062

Realtor Association of Northwest
Chicagoland
1114 N. Arlington Heights Road
Arlington Heights, IL 60004

State Farm Insurance
29 Huntington Lane
Wheeling, IL 60090

State Farm Insurance
851 W. Dundee Road
Wheeling, IL 60090

State Farm Insurance
224 S Milwaukee #B
Wheeling, IL 60090

U.S. Bank
800 S. Wheeling Road
Wheeling, IL 60090



FLOOD INSURANCE RATE MAP (FIRM) DETERMINATION

Date: 4-8-16
Community Number: 170173

Determination Number: Firm 16-1
P.I.N.: 03-10-408-038

Applicant Name: Jose S. Beltran
Title (Owner, Real Estate Agent, Loan Officer, etc.): Owner
Address: 665 S. Merle Ln.
FIRM Panel Number: 17031C0068J FIRM Panel Date: Aug 19th, 2008

Zoning: R-3A

In response to your request, the property located at the above listed address in Wheeling, Illinois (legal description attached), has been located on the Village's Flood Insurance Rate Map (FIRM). The following information is provided:

PROPERTY

The property described above is located in FIRM zone: "X"
The property is located within multiple FIRM zones: N/A
The property is partially located in the regulatory Floodway: N/A
The property is entirely located in the regulatory Floodway: N/A
The property is included under a Letter of Map Revision or Amendment dated: No
The case number for the property included under a Letter of Map Revision or Amendment is: N/A

BUILDING

The principal building on the property:
 is located in a Special Flood Hazard Area (SFHA)
 is not located in the SFHA
 is located in the Regulatory Floodway
 vacant lot

For property located in the AE Zone: Zone "X" but surrounded by Zone "AE"
 The Base Flood Elevation (BFE) at the location of the building on the property is 651.6 (NAVD 88).

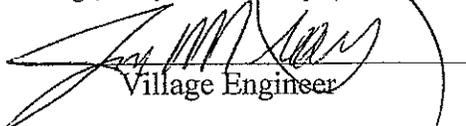
For property located within AO Zones:
 The average depth of inundation is _____ feet.

For property located within unnumbered A zones:
 BFE and flood hazard factors are not determined.

Other properties:
 A determination of the building's exact location can not be made on the FIRM. A copy of the FIRM is attached for your information.

Federal law requires that a flood insurance policy be obtained as a condition of a federally-backed mortgage or loan that is secured by a building in a SFHA. Flood Insurance is available in the Village of Wheeling.

NOTE: This determination is based on the FIRM of the Village of Wheeling in effect on the date above. This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in the SFHA may be damaged by a flood greater than predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the Village, or any officer, or employee thereof, for any damage that results from reliance on this determination.


Village Engineer

4-11-16
Date

VILLAGE OF WHEELING**FLOOD INFORMATION - 2016**

The Village of Wheeling is subject to flooding from four major sources: William Rogers Memorial Diversion Channel, Buffalo Creek/Wheeling Drainage Ditch, McDonald Creek, and Des Plaines River. When flooding occurs, it generally results from one or a combination of the following conditions:

- Overtopping of the banks of the Des Plaines River, Buffalo Creek/Wheeling Drainage Ditch, William Rogers Memorial Diversion Channel or McDonald Creek;
- Insufficient capacity of local storm sewer systems;
- Stormwater unable to discharge due to high levels in the Des Plaines River, Buffalo Creek/Wheeling Drainage Ditch, William Rogers Memorial Diversion Channel or McDonald Creek;
- Sanitary sewer backups caused by stormwater entering the sanitary sewer system, blockages, or high flows in the Metropolitan Sanitary District's interceptor sewers.

While flooding does not affect all citizens, the costs due to damage and disruption are paid by everyone. This information flyer has been prepared to address flooding within the Village of Wheeling. You don't need to live in the Special Flood Hazard Area (SFHA) to be flooded. Your property may have never experienced any flooding problems in the past. However, it can still be flooded in the future because the next flood could be worse. If you are in the floodplain, the odds are that someday your property will be damaged.

The Federal Emergency Management Agency (FEMA) has prepared maps which identify the SFHA within the Village of Wheeling. Revisions to the maps became effective August 19, 2008. Flood Insurance Rate Maps (FIRM) are available for review at the Indian Trails Public Library, the Village of Wheeling Community Development Department and on FEMA's Map Service Center at www.msc.fema.gov. Information regarding the National Flood Insurance Program (NFIP), flood insurance information and flood preparedness is also available at www.floodsmart.gov, www.nfip-services.com, or by calling 1-888-379-9531.

The Engineering Division can tell you if your property is located within the SFHA. The Village also records high water mark elevations from past flood events that can be viewed either on the Village's website or at the Community Development Department. In addition to high water marks, the Village maintains Elevation Certificates for all new development dating back to 1990. To find out your floodplain status, review the Village's high water mark maps, or to review Elevation Certificates, please call the Community Development Engineering Division at (847) 459-2620 between 8:00 am and 4:30 pm, Monday through Friday. If requested, the Public Works Department and/or the Village Engineer will visit a property to review its flood problem and explain possible ways to stop flooding or prevent flood damage. If you are in the floodplain or have experienced a flood, drainage or sewer backup problem, or other flood related difficulty, please contact the Village at 847-459-2620.

FLOOD INSURANCE

In 1990, the Village of Wheeling was one of the first communities in both Illinois and the nation to participate in the NFIP's Community Rating System (CRS). As a result of this continued participation and staff's dedicated efforts, Village of Wheeling properties located within the SFHA receive a 20% reduction on flood insurance premiums. Properties located outside the SFHA receive a 5% discount on premiums. Flood insurance is available to all

property owners in Wheeling whether or not the property is located in or near a flood hazard area. Flood insurance information is available at 1-888-379-9531.

Flood insurance covers direct losses caused by surface flooding, including a river flowing over its banks or local drainage problems. All lending institutions participating in federally guaranteed loan programs require flood insurance for all buildings located in Special Flood Hazard Areas (SFHA).

Homeowner's insurance policies do not cover damage from floods. However, because Wheeling participates in the NFIP, a homeowner can purchase a separate flood insurance policy to provide this critical coverage. This insurance is backed by the federal government and is available to everyone, even for properties that have already been flooded. There are currently 808 flood insurance policies issued for the Village of Wheeling totaling \$174

million in coverage.

Don't wait for the next flood to buy insurance protection. There is a 30-day waiting period before National Flood Insurance Program coverage takes effect. If you don't have flood insurance, contact your insurance agent for more information on rates and coverage. Call 1-888-379-9531 or check the website www.floodsmart.gov for help in finding an agent.



2 Community Boulevard
Wheeling, IL 60090
www.wheelingil.gov

Community Development
Department
Phone: 847-459-2620

Department of Public Works
Phone: 847-279-6900

IMPORTANT

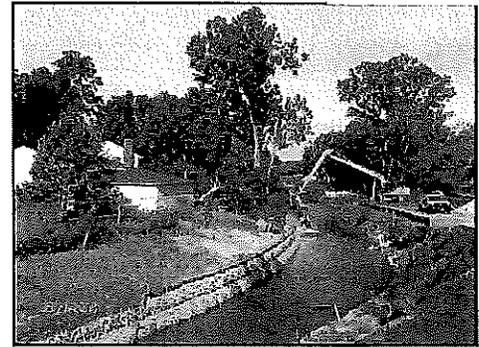
Any alteration to your building or land requires a permit. Placing fill in the floodplain requires a permit. For permit requirements or to report any illegal floodplain development call the Community Development Department at 847-459-2620.

See Village of Wheeling Floodplain Regulations in the Wheeling Municipal Code under Title 22 at www.wheelingil.gov

Wheeling Municipal Code Title 5, Health and Sanitation, Chapter 5.34.040 prohibits littering of any body of water within the Village of Wheeling.

DRAINAGE SYSTEM MAINTENANCE

The Village of Wheeling has been involved in stormwater management since the 1960s and was one of the first municipalities to recognize the need for providing detention basins and compensatory storage for developments. The most recent stream maintenance program was Phase I of the Buffalo Creek Bank Stabilization covering 2,600 feet of the creek from the northwest corner of the Hollywood Ridge subdivision to just southeast of Valley Stream Drive and St. Armand Lane. The project was 60% funded by federal grants.



The Village of Wheeling's ongoing creek maintenance program consists of periodic checks along the drainage ways to detect and locate obstructions such as debris and fallen trees. The removal of these obstructions results in more efficient flows and helps reduce future flooding. The Village's efforts depend on your cooperation and assistance. Here is how you can help:

- *Do not dump or throw anything into the creeks, ditches, or the river. Even grass clippings and branches can accumulate and adversely affect the natural flow of drainage areas.*
- *If your property is located near any body of water, please do your part to keep the banks clear of brush and debris. If you see dumping or debris in the creeks or ditches, please contact the Public Works Department at 847-279-6900.*
- *Since a large portion of the Village of Wheeling is located in Special Flood Hazard Areas, it is important to always check with the Community Development Department at 847-459-2620 before you make any changes or additions to your building or property.*

FLOOD SAFETY

During periods of potential flooding, Village personnel monitor the water levels along the major waterways and if there is the potential for flooding, warnings are issued to the affected areas. If flooding should occur:

- **Be prepared to evacuate.** Keep an emergency kit equipped with a large flashlight, battery powered radio, extra batteries, and a 3-day supply of nonperishable food and bottled water.
- **Do not walk through flowing water.** Currents can be deceptive; six inches of moving water can knock you off your feet.
- **Do not drive through a flooded area.** A car will float in as little as two feet of water. Don't drive around road barriers; the road or bridge may be washed out.
- **Stay away from power lines and electrical wires.** Electrical current can travel through water. Report downed power lines to ComEd at 1-800-334-7661.
- **If your home is flooded, have your electrical power turned off by ComEd.** Some appliances, such as television sets, keep electrical charges even after they have been unplugged. Don't use appliances or motors that have gotten wet unless they have been taken apart, cleaned, and dried.
- **Look out for animals.** Small animals that have been flooded out of their home may seek shelter in yours. Use a pole or stick to poke and turn things over and scare away small animals.
- **Look before you step.** After a flood, the ground and floors are covered with debris including broken bottles and nails. Floors and stairs that have been covered with mud can be very slippery.
- **Be alert for gas leaks.** Use a flashlight to inspect damage. Don't smoke or use candles, lanterns, or open flames unless you know the gas has been turned off and the area has been ventilated. Contact NICOR at 1-888-642-6748.

2016 FLOOD PLAIN INQUIRES - DETERMINATION ASSISTANCE LOG

Inquiry: DD/MM/YY	Person Checking:	Name of person Inquiring:	Address of Inquiry:	Phone Number:	Person Requesting:	Zone:	Map Panel:	Determination of Inquiry:	How Requested:	Comments:
1/15/2016	Tami	A Singla	483 Rustic	630-479-3661	Realtor	X-Unshaded	0068J	Not in the SFHA	Telephone	
2/18/2016	Tami	Devon Bank	506 W Green	847-947-3811	Bank	X-Shaded and AE	0068J	Partial in SFHA	Telephone	
2/22/2016	Tami	Judy Taylor	184 Fletcher	847-542-7110	Buyer	X-Shaded	0064J	Not in the SFHA	Telephone	
2/22/2016	Tami	Chris Tutera	321 E Dennis	773-988-8699	Buyer	X-unshaded	0068J	Not in the SFHA	Telephone	
2/22/2016	Kyle	Realtor	344 Marion	n/a	Realtor	X-unshaded	0064J	Not in the SFHA	Service Desk	
2/25/2016	Kyle	Rabia Mukhi	429 Park Ave	224-616-8250	Realtor	AE and X Shaded	0069J	Partial in SFHA	Phone	
2/29/2016	Kyle	Mila Ivanov	371 Stone Pl	224-622-3501	Buyer	N/A	0068J	Not in the SFHA	Phone	
3/8/2016	Kyle	Bryan Ditol	429 Park Ave	847-207-9947	Buyer	AE and X Shaded	0069J	Partial in SFHA	Phone	
3/11/2016	Tami	Graciela Vargas	429 Park Ave	224-628-1394	Realtor	AE and X Shaded	0069J	Partial in SFHA	Phone	
3/11/2016	Tami	Vera Filiminov	770 Barnaby	847-793-0717	Realtor	X-Unshaded	0068J	Not in the SFHA	Phone	
3/11/2016	Tami	George Cordoba	770 Barnaby	847-340-6761	Buyer	X-Unshaded	0068J	Not in the SFHA	Phone	
3/16/2016	Kyle	Brian Ditol	290 Mors	847-207-9947	Buyer	AE and X shaded	0068J	Partial in SFHA	Phone	
3/16/2016	Kyle	Brian Ditol	778 S. Dennis	847-207-9947	Buyer	X shaded	0068J	Not in the SFHA	Phone	
3/21/2016	Kyle	Brian Ditol	87 W. Wayne	847-207-9947	Buyer	N/A	0068J	Not in the SFHA	Phone	
3/22/2016	Tami	Homeowner	665 S Menle	on site	owner	X-shaded	0068J	Not in the SFHA	Email	
4/6/2016	Kyle	Christine Malone	290 Mors	847-693-1984	Buyer	AE and X shaded	0068J	Partial in SFHA	Service Desk	
4/6/2016	Kyle	Christine Malone	335 Wheeling Ave	847-693-1984	Buyer	AE	0068J	In SFHA	Phone	
4/11/2016	Tami	Owner	404 Mercantile	847-456-4849	owner	AE	0068J	In SFHA	Phone	
4/21/2016	Tami	Ivana Jedeluk	1000 Beverly	312-513-1105	Realtor	AE	0064J	In SFHA	Phone	
4/25/2016	Tami	Homeowner	485 W Green	on site	Owner	AE and X Shaded	0068J	In SFHA	Service Desk	
5/10/2016	Kyle	Galya Georgieva	684 Sandra	630-965-7328	Banker	X-shaded	0068J	Not in the SFHA	Telephone	
5/10/2016	Kyle	Galya Georgieva	501 Bernice	630-965-7328	Banker	AE	0068J	In SFHA	Telephone	
5/10/2016	Kyle	Galya Georgieva	33 W. Manchester	630-965-7328	Banker	AE	0068J	In SFHA	Telephone	
5/11/2016	Kyle	Galya Georgieva	383 Crescent Dr	630-965-7328	Banker	N/A	0068J	Not in the SFHA	Telephone	
5/12/2016	Tami	Realtor	466 Bridle Trail	847-651-1798	Realtor	A	0206J	In SFHA	Telephone	

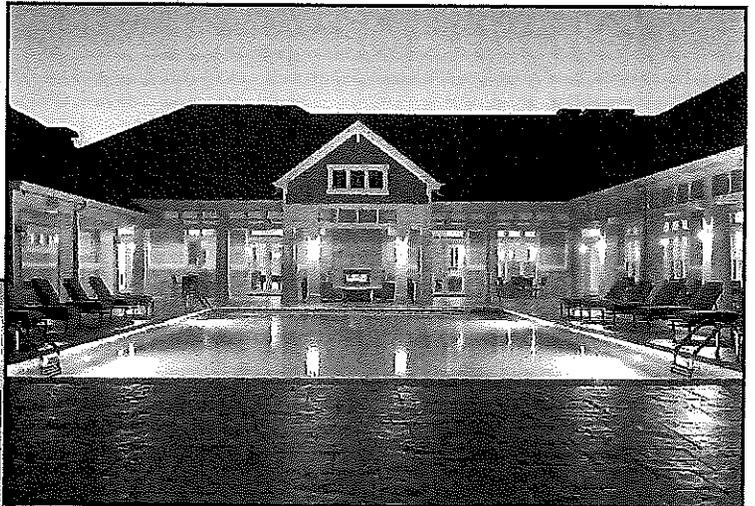


THE WHEELING CIRCULAR

March/April 2016



Northgate Crossing
apartment complex on
Northgate
Parkway
officially opens to
residents!



Floods Are No Myth: Be Prepared for the Unexpected

Discounts on flood insurance are just one of many benefits residents enjoy as a result of Wheeling's proactive approach to flood hazard damage reduction. A 38-year member of the National Flood Insurance Program (NFIP), Wheeling has joined a national effort to minimize property damage in cases of flooding and provide affordable flood insurance to all homeowners, whether or not they are located in or near a floodplain. As part of its NFIP commitment, the Village provides a range of information on flooding potential, prevention, safety, and other issues. For more information about the NFIP and flood insurance, call 1.800.427.4661. Copies of the Flood Insurance Rate Maps (FIRMs) can be reviewed at the Village Hall and Indian Trails Public Library.

Local Flood Hazard Potential

The Village's proximity to waterways such as the Des Plaines River, Buffalo Creek, and McDonald Creek raises the hazard of flooding during heavy rains. Standard homeowner's insurance does not cover flooding. Through the 1960s, private rates on flood insurance were prohibitively high, which made it almost impossible to carry flood insurance. The NFIP, formed in 1968, is designed to subsidize the cost of flood insurance to member communities, qualify them to receive disaster relief, and establish minimum national standards to reduce flood losses.

High CRS Rating

One of eight inaugural NFIP communities in Illinois, Wheeling designed programs to exceed minimum standards and optimize benefits to Village residents. In 1992, the NFIP implemented the Community Rating System (CRS) to reward communities that go above and beyond the basic requirements. Effective May 1, 2014, our rating was upgraded to Class 6, which provides a 20% discount on flood insurance policies for properties located within the special flood hazard area. Policies issued for properties outside the special flood hazard area continue to receive a 5% discount. Wheeling continues to be proactive in preventative initiatives, including:

Stream maintenance: Regular inspections of waterways to ensure they are clear of debris and potential obstructions.

Regulating new construction: New buildings in the flood zone must meet requirements for elevation and flood-proofing. Village planners ensure that new developments don't increase flood risk for neighbors in the community.

Keeping residents informed of flood risk and how to minimize impact: Our residents must be aware of the potential for flooding. Tools such as this newsletter enable us to keep residents informed regarding the risk of flooding.

Development Regulated

Development of any type within special flood hazard areas is strictly regulated. In order to construct a building or an addition, perform any grading, or fill any other type

of construction in these areas, an individual must obtain a special "floodplain development permit." This permit is issued in conjunction with other construction permits to assure that the new construction will not be susceptible to flood damage or cause increased flood damage potential to neighboring properties. Floodplain development regulations can be found on the Village's website at www.wheelingil.gov in Title 22 of the Municipal Code (which can be found under "Reference Desk" on the home page) or by contacting the Community Development Department at 847.459.2620.

360

With flooding a possibility, especially during the spring/summer season, preparation is the best defense. Safeguarding people, protecting buildings, and purchasing flood insurance are keys to defending against floods.

Protect Your Property: To flood-proof a structure, start by elevating or relocating electrical panel boxes, furnaces, water heaters, and washer/dryers to areas least likely to be flooded. Install basement floor drains and interior and exterior backwater valves. Consider erecting interior flood walls around utilities. Move essential items and furniture to the upper floors of your home. Keep materials such as sandbags, plywood, plastic sheeting and lumber handy for emergency waterproofing. More flood protection information is available from FEMA through the "Floodplain/Flooding Information" link on the home page of our website at www.wheelingil.gov. Information is also available for review at the Indian Trails Public Library.

Personal Safety: During periods of high water, stay out of the basement where breaker boxes and electrical wiring present the risk of shock. If you know high water is imminent, shut off the electricity, gas, and water. Keep your family together and make sure everyone has identification. Move everyone—including pets—to high ground. Rescue crews cannot reach you once the water becomes two feet deep. Don't drive across flooded roads where your vehicle could stall. Flowing water above your knees can generate dangerous currents; avoid walking through it.

Village Monitors Rising Water Levels: The Village monitors rising water levels with strategically placed gauges. Comparing data with historic records, the Village can predict areas of potential flooding. In the event of a flooding situation, Village staff is mobilized to notify people in affected areas. In some situations, notification may be made by phone. Road closure information is available from radio stations.

Call Community Development at 847.459.2620 with any questions about flood risk areas within the Village of Wheeling.



Community Development Department
 2 Community Boulevard • Wheeling, Illinois 60090
 Phone: 847.459.2620 • Fax: 847.459.2656

August 1, 2016

Dear Homeowner:

Since 1978, the Village of Wheeling has been a participant in the **National Flood Insurance Program (NFIP)**. In 1990, the Village of Wheeling was one of the first communities in both Illinois and the nation to participate in the NFIP's **Community Rating System (CRS)** which provides incentives to communities who go above and beyond the minimum requirements of the NFIP. One of the benefits of the NFIP is the availability of flood insurance to all Wheeling residents. As a result of this continued participation, Village residents are eligible for reduced premiums on all flood insurance policies.

One of the requirements of the CRS is notification to property owners located in repetitive loss areas. A repetitive loss area is an area where at least one property owner has suffered two or more flood events requiring flood insurance claims of \$1,000 or more since 1978. *Your property is located in a repetitive loss area which is in or near an area subject to flooding from Buffalo Creek and which may be located in a Special Flood Hazard Area as indicated on the Village of Wheeling Flood Insurance Rate Map.*

The National Flood Insurance Program (NFIP) has prepared maps which identify special flood hazard areas (SFHA) within the Village of Wheeling. These Flood Insurance Rate Maps (FIRM) were updated effective August 19, 2008 and are available for review at the Village of Wheeling Community Development Department and the Indian Trails Public Library.

Here are some things you can do to protect yourself and your neighborhood from flood damage:

1. Prepare for flooding by doing the following:
 - Know the flood safety guidance on the last page of this letter.
 - Know how to shut off the electricity and gas to your house when a flood comes.
 - Make a list of emergency numbers and identify a safe place to go during a disaster.
 - Make a household inventory, especially of basement contents.
 - Put insurance policies, valuable papers, medicine, etc. in a safe place.
 - Collect and put cleaning supplies, a camera, waterproof boots, etc. in a handy place.
 - Develop a disaster response plan. (See the Red Cross website for a copy of the brochure "Your Family Disaster Plan": www.redcross.org/preparedness/FinRecovery/FinPlan/dplan.html#fam)
 - Get a copy of *Repairing Your Flooded Home* from the Red Cross website, too.

2. Consider some permanent flood protection measures.
 - Mark your fuse or breaker box to show the circuits to the floodable areas. Turning off the power to the basement can reduce property damage and save lives.
 - Consider elevating your house above flood levels.
 - Check your building for water entry points. These can be basement windows, the basement stairwell, doors, and dryer vents. These can be protected with low walls or temporary shields.
 - Install a floor drain plug, standpipe, overhead sewer, or sewer backup valve to prevent sewer backup flooding.
 - More information can be found in *Homeowner's Guide to Retrofitting: Six Ways to Protect Your House from Flooding* at www.fema.gov/rebuild/mat/fema312.shtm.
 - Note that some flood protection measures may need a building permit and others may not be safe for your type of building, so be sure to talk to the Building Department.
3. Talk to the Building Department for information on financial assistance.
 - If you are interested in elevating your building above the flood level or selling it to the Village, we may apply for a federal grant to cover 75% of the cost. If you are interested, we have a hand-out that explains the various grant and other assistance programs that are available for repetitive loss properties.
 - Get a flood insurance policy – it will help pay for repairs after a flood and, in some cases, it will help pay the costs of elevating a substantially damaged building.
4. Get a flood insurance policy.
 - Homeowner's insurance policies do not cover damage from floods. However, because the Village participates in the National Flood Insurance Program, you can purchase a separate flood insurance policy. This insurance is backed by the federal government and is available to everyone, even properties that have been flooded. Because the Village participates in the Community Rating System, you will receive a reduction in the insurance premium.
 - Some people have purchased flood insurance because it was required by the bank when they got a mortgage or home improvement loan. Usually, these policies just cover the building's structure and not the contents. There is often more damage to the furniture and contents than there is to the structure. Be sure you have contents coverage.
 - Don't wait for the next flood to buy insurance protection. In most cases, there is a 30-day waiting period before National Flood Insurance Program coverage takes effect.
 - Contact your insurance agent for more information on rates and coverage.

If you have any questions about your property regarding its status, or need additional information or assistance in addressing the flooding potential of your property, please contact the Community Development Department at 847-459-2620.

Very truly yours,



Jon Tack, PE
Village Engineer

Flood Safety

Outdoors

Do not walk through flowing water. Drowning is the number-one cause of flood deaths. Currents can be deceptive; six inches of moving water can knock you off your feet. Use a pole or stick to ensure that the ground is still there before you go through an area where the water is not flowing.

Do not drive through a flooded area. More people drown in their cars than anywhere else. Don't drive around road barriers; the road or bridge may be washed out. A car can float in as little as two feet of water.

Stay away from power lines and electrical wires. The number two flood killer after drowning is electrocution. Electrical current can travel through water. Report downed power lines to ComEd at 1-800-334-7661.

Indoors

Turn off your electricity if your building is flooded. If you don't feel safe doing this, call an electrician. Some appliances, such as television sets, can shock you even after they have been unplugged. Don't use appliances or motors that have gotten wet unless they have been taken apart, cleaned, dried and inspected by a professional.

Watch for animals. Small animals like rats and snakes that have been flooded out of their homes may seek shelter in yours. Use a pole or stick to poke and turn items over and scare away small animals.

Look before you step. After a flood, the ground and floors are covered with debris including broken bottles and nails. Floors and stairs that have been covered with mud can be very slippery.

Be alert for gas leaks. Use a flashlight to inspect for damage. Don't smoke or use candles, lanterns, or open flames unless you know the gas has been turned off and the area has been thoroughly aired out. If you have questions on gas, call NICOR Gas at 1-888-642-6748.

Carbon monoxide exhaust kills. Use a generator or other gasoline-powered machine outdoors. The same goes for camping stoves. Fumes from charcoal are especially deadly — cook with charcoal outdoors.

Clean everything that got wet. Flood waters have picked up sewage and chemicals from roads, farms, factories, and storage buildings. Spoiled food and flooded cosmetics and medicines are health hazards. **When in doubt, throw them out.**

Take good care of yourself. Wear gloves and boots. Wash your hands frequently during clean up. Recovering from a flood is a big job. It is tough on both the body and spirit and the effects a disaster has on you and your family may last a long time. Keep your eyes open for signs of anxiety, stress, and fatigue in you and your family.

Creek Maintenance
10/1/15-10/1/16

Completed	Location	Notes
2015		
10/23/15	Buffalo Creek - Near Northgate Parkway	Remove tree from creek - 4.0 hours - 5 CY of debris
2016		
3/4&3/7/16	Wheeling Drainage Ditch - Near 200 Glendale Street	Remove 3 down trees creek - 13.5 hours - 6.0 CY of debris
May-June 2016	Camp McDonald Creek, Buffalo Creek and Wheeling Drainage Ditch	Contractual Creek Maintenance - Clear all bridge openings
06/15/16	Buffalo Creek - Near 397 Northgate Parkway	
Jun-Aug 2016	Camp McDonald Creek	Contractual Creek Maintenance - Removed downed trees and maintain 10 foot buffer zone at bank

Note: **Contractual Creek Maintenance** - \$30,000 Contract

VILLAGE OF WHEELING**FLOOD INFORMATION - 2016**

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- Overtopping of the banks of the Des Plaines River, Buffalo Creek/Wheeling Drainage Ditch, William Rogers Memorial Diversion Channel or McDonald Creek;
- Insufficient capacity of local storm sewer systems;
- Stormwater unable to discharge due to high levels in the Des Plaines River, Buffalo Creek/Wheeling Drainage Ditch, William Rogers Memorial Diversion Channel or McDonald Creek;
- Sanitary sewer backups caused by stormwater entering the sanitary sewer system, blockages, or high flows in the Metropolitan Sanitary District's interceptor sewers.

While flooding does not affect all citizens, the costs due to damage and disruption are paid by everyone. This information flyer has been prepared to address flooding within the Village of Wheeling. You don't need to live in the Special Flood Hazard Area (SFHA) to be flooded. Your property may have never experienced any flooding problems in the past. However, it can still be flooded in the future because the next flood could be worse. If you are in the floodplain, the odds are that someday your property will be damaged.

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The Engineering Division can tell you if your property is located within the SFHA. The Village also records high water mark elevations from past flood events that can be viewed either on the Village's website or at the Community Development Department. In addition to high water marks, the Village maintains Elevation Certificates for all new development dating back to 1990. To find out your floodplain status, review the Village's high water mark maps, or to review Elevation Certificates, please call the Community Development Engineering Division at (847) 459-2620 between 8:00 am and 4:30 pm, Monday through Friday. If requested, the Public Works Department and/or the Village Engineer will visit a property to review its flood problem and explain possible ways to stop flooding or prevent flood damage. If you are in the floodplain or have experienced a flood, drainage or sewer backup problem, or other flood related difficulty, please contact the Village at 847-459-2620.

FLOOD INSURANCE

In 1990, the Village of Wheeling was one of the first communities in both Illinois and the nation to participate in the NFIP's Community Rating System (CRS). As a result of this continued participation and staff's dedicated efforts, Village of Wheeling properties located within the SFHA receive a 20% reduction on flood insurance premiums. Properties located outside the SFHA receive a 5% discount on premiums. Flood insurance is available to all

property owners in Wheeling whether or not the property is located in or near a flood hazard area. Flood insurance information is available at 1-888-379-9531.

Flood insurance covers direct losses caused by surface flooding, including a river flowing over its banks or local drainage problems. All lending institutions participating in federally guaranteed loan programs require flood insurance for all buildings located in Special Flood Hazard Areas (SFHA).

Homeowner's insurance policies do not cover damage from floods. However, because Wheeling participates in the NFIP, a homeowner can purchase a separate flood insurance policy to provide this critical coverage. This insurance is backed by the federal government and is available to everyone, even for properties that have already been flooded. There are currently 808 flood insurance policies issued for the Village of Wheeling totaling \$174

million in coverage.

Don't wait for the next flood to buy insurance protection. There is a 30-day waiting period before National Flood Insurance Program coverage takes effect. If you don't have flood insurance, contact your insurance agent for more information on rates and coverage. Call 1-888-379-9531 or check the website www.floodsmart.gov for help in finding an agent.



2 Community Boulevard
Wheeling, IL 60090
www.wheelingil.gov

Community Development
Department
Phone: 847-459-2620

Department of Public Works
Phone: 847-279-6900

IMPORTANT

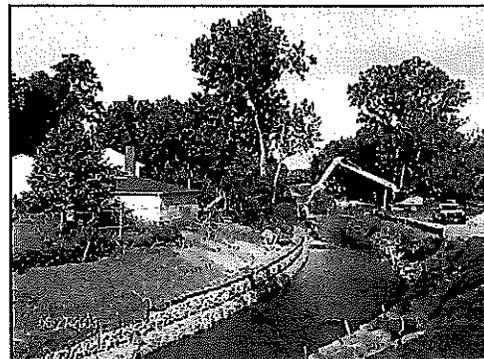
Any alteration to your building or land requires a permit. Placing fill in the floodplain requires a permit. For permit requirements or to report any illegal floodplain development call the Community Development Department at 847-459-2620.

See Village of Wheeling Floodplain Regulations in the Wheeling Municipal Code under Title 22 at www.wheelingil.gov

Wheeling Municipal Code Title 5, Health and Sanitation, Chapter 5.34.040 prohibits littering of any body of water within the Village of Wheeling.

DRAINAGE SYSTEM MAINTENANCE

The Village of Wheeling has been involved in stormwater management since the 1960s and was one of the first municipalities to recognize the need for providing detention basins and compensatory storage for developments. The most recent stream maintenance program was Phase I of the Buffalo Creek Bank Stabilization covering 2,600 feet of the creek from the northwest corner of the Hollywood Ridge subdivision to just southeast of Valley Stream Drive and St. Armand Lane. The project was 60% funded by federal grants.



The Village of Wheeling's ongoing creek maintenance program consists of periodic checks along the drainage ways to detect and locate obstructions such as debris and fallen trees. The removal of these obstructions results in more efficient flows and helps reduce future flooding. The Village's efforts depend on your cooperation and assistance. Here is how you can help:

- *Do not dump or throw anything into the creeks, ditches, or the river. Even grass clippings and branches can accumulate and adversely affect the natural flow of drainage areas.*
- *If your property is located near any body of water, please do your part to keep the banks clear of brush and debris. If you see dumping or debris in the creeks or ditches, please contact the Public Works Department at 847-279-6900.*
- *Since a large portion of the Village of Wheeling is located in Special Flood Hazard Areas, it is important to always check with the Community Development Department at 847-459-2620 before you make any changes or additions to your building or property.*

FLOOD SAFETY

During periods of potential flooding, Village personnel monitor the water levels along the major waterways and if there is the potential for flooding, warnings are issued to the affected areas. If flooding should occur:

- **Be prepared to evacuate.** Keep an emergency kit equipped with a large flashlight, battery powered radio, extra batteries, and a 3-day supply of nonperishable food and bottled water.
- **Do not walk through flowing water.** Currents can be deceptive; six inches of moving water can knock you off your feet.
- **Do not drive through a flooded area.** A car will float in as little as two feet of water. Don't drive around road barriers; the road or bridge may be washed out.
- **Stay away from power lines and electrical wires.** Electrical current can travel through water. Report downed power lines to ComEd at 1-800-334-7661.
- **If your home is flooded, have your electrical power turned off by ComEd.** Some appliances, such as television sets, keep electrical charges even after they have been unplugged. Don't use appliances or motors that have gotten wet unless they have been taken apart, cleaned, and dried.
- **Look out for animals.** Small animals that have been flooded out of their home may seek shelter in yours. Use a pole or stick to poke and turn things over and scare away small animals.
- **Look before you step.** After a flood, the ground and floors are covered with debris including broken bottles and nails. Floors and stairs that have been covered with mud can be very slippery.
- **Be alert for gas leaks.** Use a flashlight to inspect damage. Don't smoke or use candles, lanterns, or open flames unless you know the gas has been turned off and the area has been ventilated. Contact NICOR at 1-888-642-6748.