



**SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]  
FY 2017**

<b>Name of Redevelopment Project Area (below):</b>	<b>Town Center-II</b>
<b>Primary Use of Redevelopment Project Area*: Combination/Mixed</b>	

\* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

<b>If "Combination/Mixed" List Component Types: Retail/Residential</b>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b>	<input checked="" type="checkbox"/>
<b>Industrial Jobs Recovery Law</b>	<input type="checkbox"/>

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] <b>If yes, please enclose the amendment labeled Attachment A</b>	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] <b>Please enclose the CEO Certification labeled Attachment B</b>		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan including any project implemented and a description of the redevelopment activities.? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>		X
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>		X
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] <b>If yes, please enclose any Official Statement labeled Attachment I and Attachment J MUST be Yes</b>	X	
An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] <b>If attachment I is yes, Analysis MUST be attached and labeled Attachment J</b>	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] <b>If yes, The audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 labeled Attachment L</b>		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] <b>If yes, please enclose list only, not actual agreements labeled Attachment M</b>	X	

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d))**

**Provide an analysis of the special tax allocation fund.**

**FY 2017**

**TIF NAME:**

Town Center-II

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 1,951,344

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 772,498	\$ 867,248	7%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 20,171	\$ 15,890	0%
Land/Building Sale Proceeds			0%
Bond Proceeds		\$ 6,500,000	51%
Transfers from Municipal Sources		\$ 4,200,000	33%
Private Sources	\$ 585,220	\$ 1,010,728	8%
Other (Federal Grant)	\$ 32,785	\$ 213,873	2%

**All Amount Deposited in Special Tax Allocation by source**

\$ 1,410,674

**Cumulative Total Revenues/Cash Receipts**

\$ 12,807,739 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)**

\$ 3,091,792

**Distribution of Surplus**

**Total Expenditures/Disbursements**

\$ 3,091,792

**Net/Income/Cash Receipts Over/(Under) Cash Disbursements**

\$ (1,681,118)

**FUND BALANCE, END OF REPORTING PERIOD\***

\$ 270,226

\* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

**SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c))**

**FY 2017**

**TIF NAME:** Town Center-II

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND**  
(by category of permissible redevelopment project costs )

**PAGE 1**

<b>Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]</b>	<b>Amounts</b>	<b>Reporting Fiscal Year</b>
<b>1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.</b>		
Salaries	21,198	
Baxter & Woodman (Northgate Bridge Design)	20,031	
Baxter & Woodman (Wolf Road Lighting Design)	381	
Ciobra Group (Dundee Road Storm Sewer)	40,712	
Midwest Water Group (Dundee Road Storm Sewer)	5,700	
Haeger Engineering (Wheeling Town Center Engineering Review)	3,043	
		\$ 91,064
<b>2. Annual administrative cost.</b>		
Legal Services	43,322	
		\$ 43,322
<b>3. Cost of marketing sites.</b>		
Business Recruitment Subscriptions	11,758	
		\$ 11,758
<b>4. Property assembly cost and site preparation costs.</b>		
		\$ -
<b>5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.</b>		
H&H Electric (Light Relocation)	1,200	
H&H Electric (LED Street Signs)	30,741	
		\$ 31,941
<b>6. Costs of the construction of public works or improvements.</b>		
West Shore Pipeline (Pipeline Relocation)	1,309,286	
WTC LLC (Wheeling Town Center Storm Sewer)	1,122,244	
Baxter & Woodman (Campus Intersection)	35,973	
MYS Incorporated (Northgate Parkway & Wolf Rd Sidewalk Improvements)	85,778	
		\$ 2,553,282

**SECTION 3.2 A**

**PAGE 2**

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
ICSC Conference	396	
Select USA Conference	691	
ITIA Membership Dues	85	
		\$ 1,172
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
Indian Trails Library TIF Act Reimbursement	3,409	
		\$ 3,409







**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2017**

**TIF NAME:** Town Center-II

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

**Check here if no property was acquired by the Municipality within the  
X Redevelopment Project Area.**

**Property Acquired by the Municipality Within the Redevelopment Project Area.**

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

**SECTION 5 - 20 ILCS 620/4.7 (7)(F)**

**FY 2017**

**TIF Name:**

Town Center-II

Page 1 is to be included with TIF report. Pages 2 and 3 are to be included **ONLY** if projects are listed.

**Select ONE of the following by indicating an 'X':**

<b>1. NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
<b>2.</b> The Municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.)	X
<b>2a.</b> The number of projects undertaken by the municipality within the Redevelopment Project Area:	3

**LIST** the projects undertaken by the Municipality Within the Redevelopment Project Area:

<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 43,430,000	\$ -	\$ -
Public Investment Undertaken	\$ 6,741,971	\$ 50,000	\$ 200,000
Ratio of Private/Public Investment	6 19/43		0

\*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

**Project 1\*: Dundee Road Lighting**

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 196,949		
Ratio of Private/Public Investment	0		0

**Project 2\*: Façade Program**

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 45,022	\$ 50,000	\$ 200,000
Ratio of Private/Public Investment	0		0

**Project 3\*: Northgate Crossings**

Private Investment Undertaken (See Instructions)	\$ 43,430,000		
Public Investment Undertaken	\$ 6,500,000		
Ratio of Private/Public Investment	6 15/22		0

**Project 4\*:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 5\*:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

**Project 6\*:**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0





June 1, 2018

Office of the Illinois Comptroller  
Local Government Division  
Suite 15-500  
100 W. Randolph Street  
Chicago, IL 60601

RE: Village of Wheeling Annual TIF Reports:  
Crossroads Redevelopment Area  
South Milwaukee Avenue TIF District  
Lake Cook and Milwaukee Avenue TIF District  
Town Center-II Redevelopment Area  
Southeast-II TIF District

To Whom It May Concern:

I am the Village Manager and Chief Executive Officer of the Village of Wheeling. This letter is to certify that, to the best of my knowledge, the Village of Wheeling has complied with all of the requirements of the Illinois Tax Increment Financing Act during the fiscal year ended December 31, 2017. This certification is issued pursuant to requirements of the Act.

Sincerely,

Jon Sfondilis  
Village Manager



June 1, 2018

Office of the Illinois Comptroller  
Local Government Division  
Suite 15-500  
100 W. Randolph Street  
Chicago, Ill. 60601

RE: Village of Wheeling Annual TIF Reports:  
January 1, 2017 to December 31, 2017

Crossroads Redevelopment Area  
South Milwaukee Avenue TIF District  
Lake Cook and Milwaukee Avenue TIF District  
Town Center-II Redevelopment Area  
Southeast-II TIF District

To Whom It May Concern:

I, James Ferolo, am the Village Attorney for the Village of Wheeling, Illinois.

I have reviewed all information provided to me by the Village administration and staff, and I find that the Village of Wheeling has conformed to all applicable requirements of the Illinois Tax Increment Redevelopment Allocation Act set forth thereunder to the best of my knowledge and belief.

This opinion relates only to the time period set forth, and is based upon information available to me as of the end of said fiscal year.

Sincerely,

James Ferolo  
Village Attorney

**Village of Wheeling, IL  
Town Center-II Redevelopment Area**

**Annual Comptroller's Report**

**Statement Regarding Activities Undertaken in Furtherance of the Objectives of the Plan**

Westshore Pipeline was paid \$1,309,286.12 for the relocation of a pipeline for the Wheeling Town Center project.

WTC LLC was paid \$1,122,244.47 for storm sewer improvements for the Wheeling Town Center project.

REVA Development was paid a TIF Incentive of \$355,358.37.

An accrual was made for \$85,778.37 related to work performed by MYS Incorporated for sidewalk improvements at Wolf Rd and Northgate Parkway.

Baxter & Woodman was paid \$56,385.25 for consulting services related to the campus intersection and Northgate Crossings projects.

An accrual was made for \$31,941.12 related to the installation of LED street signs.

Ciobra Group was paid \$40,711.80 for the Dundee Road storm sewer.

Additional expenditures were incurred for a TIF Act reimbursement, legal fees, business recruitment subscriptions, consulting fees and salaries associated with the development of the Town Center Area.

Please note this statement is also intended to provide the additional information on the use of all funds received under this Division and steps taken by the Village to achieve the objectives of the redevelopment plan.

RESOLUTION NO. 17-085

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH THE STATE OF ILLINOIS EXECUTED IN 2015 REGARDING IMPROVEMENTS AT THE INTERSECTION OF DUNDEE ROAD AND MCHENRY ROAD IN ORDER TO ADDRESS UTILITY CONFLICTS**

**WHEREAS**, the Village of Wheeling (the “Village”), 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**, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

**WHEREAS**, on November 5, 2015, the Village and the State of Illinois (“State”), through the State’s Department of Transportation, entered into an agreement for the improvement of Illinois Route 68 (Dundee Road), known as State Section: 3041N-4) at the McHenry/Wheeling Road intersection in the Village of Wheeling by widening and resurfacing the roadway and by upgrading the traffic signal (“Agreement”); and

**WHEREAS**, the Agreement authorizes the widening of Illinois Route 68 (Dundee Road) at Wheeling/McHenry Road and a traffic signalization project at that intersection; and

**WHEREAS**, during construction of the improvements, it was discovered that the Village’s existing water main conflicted with the proposed storm sewer pipe to be installed and such conflict was not reasonably foreseeable at the time the Agreement was signed; and

**WHEREAS**, pursuant to the Agreement, the conflict is the responsibility of the Village and the cost to relocate the Village’s conflicting water main and to address related issues is \$110,550.00; and

**WHEREAS**, the Village believes that the Addendum to the Agreement and the original Agreement will provide benefits to Village residents; 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 the Addendum Agreement attached hereto as EXHIBIT A.

**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 the Addendum Agreement and all related documents between the Village of Wheeling and the State of Illinois relative to the improvement of Illinois Route 68 (Dundee Road), known as State Section: 3041N-4, in substantial conformity with the Addendum Agreement attached hereto as **Exhibit A**. All final changes are subject to the approval of the Village Manager.

**SECTION 3:** That this Resolution shall take effect from and after its adoption and approval.

Trustee BRADY moved, seconded by Trustee VOSEL that Resolution No. 17-085 be adopted.

President Horcher Aye  
Trustee Brady Aye  
Trustee Krueger Aye  
Trustee Lang Aye

Trustee Papantos Aye  
Trustee Vito Aye  
Trustee Vogel Aye

ADOPTED this 19<sup>TH</sup> day of JUNE, 2017, by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

  
Patrick Horcher  
Village President

**ATTEST:**

  
Elaine Simpson  
Village Clerk



**EXHIBIT A**

**ADDENDUM AGREEMENT WITH STATE OF ILLINOIS RELATING TO  
IMPROVEMENT TO ILLINOIS ROUTE 68 (DUNDEE ROAD) AT THE  
INTERSECTION OF MCHENRY/WHEELING ROAD**

FAP Route 343  
State Section: 3041N-4(12)  
County: Cook  
Job No. : C-91-132-13  
Contract No.: 60V96  
JN-116-011

#### ADDENDUM AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF WHEELING of the State of Illinois, hereinafter called the VILLAGE.

#### WITNESSETH

WHEREAS, the STATE and the VILLAGE entered into an Agreement executed on the 5<sup>th</sup> day of November 2015, for the improvement of FAP Route 343, Illinois Route 68, STATE Section: 3041N-4, State Contract No.: 60V96; and

WHEREAS, since the execution of the aforementioned Agreement, the VILLAGE has requested that the State include in its contract the relocation of a 16" watermain that is in conflict with the proposed storm sewer pipe between proposed structure #3 and the existing 42" storm sewer under IL 68; and

WHEREAS, the STATE has agreed to the VILLAGE's request with the understanding that the VILLAGE will be 100% financially responsible for this additional work.

**NOW, THEREFORE, in consideration of the mutual covenants contained herein,  
the parties hereto agree as follows:**

- 1. Page 2, Item 3, of the Agreement shall be revised to read as follows as if  
fully incorporated therein by reference:**

**It is mutually agreed by and between the parties hereto that the estimated cost  
and cost proration for this improvement is as shown on Revised Exhibit A  
attached hereto and made a part hereof.**

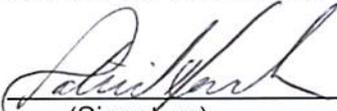
- 2. All other terms and conditions of the Agreement not in conflict with this  
ADDENDUM shall remain unchanged and in full force and effect.**

Obligations of the STATE and VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Addendum Agreement shall be binding upon, and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF WHEELING

By:   
(Signature)

By: Patrick Horcher  
(Print or Type)

Title: Village President

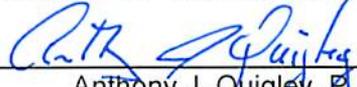
Date: 06/19/2017

Attest:

  
Clerk



STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:   
Anthony J. Quigley, P.E.  
Region One Engineer

Date: 6-29-17

**REVISED EXHIBIT A  
ESTIMATE OF COST Contract 60V96**

Type of Work	FEDERAL		STATE		VILLAGE OF WHEELING		TOTAL
	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$480,000	80%	\$120,000	20%		N/A%	\$600,000
P&C Engineering (15%)	\$72,000	80%	\$18,000	20%		N/A%	\$90,000
<b>TRAFFIC SIGNALS</b>							
Illinois Route 68 at McHenry/Wheeling Road	\$280,000	80%	\$52,500	15%	\$17,500	5%	\$350,000
P&C Engineering (15%)	\$42,000	80%	\$7,875	15%	\$2,625	5%	\$52,500
Emergency Vehicle Pre-emption		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%	\$1,050	100%	\$1,050
<b>OTHER WORK</b>							
Village Requested sidewalk improvements	\$36,800	80%		N/A%	\$9,200	20%	\$46,000
P&C Engineering (15%)	\$5,520	80%		N/A%	\$1,380.00	20%	\$6,900
Fire Hydrants and Valve Vaults to be Adjusted		N/A%		N/A%	\$14,000	100%	\$14,000
P&C Engineering (15%)		N/A%		N/A%	\$2,100	100%	\$2,100
Relocating 16" Watermain					\$100,500	100%	\$100,500
Construction Engineering (10%)					\$10,050	100%	\$10,050
<b>TOTAL</b>	<b>\$916,320</b>		<b>\$198,375</b>		<b>\$165,405</b>		<b>\$1,169,550</b>

Note: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Elaine Simpson, the duly elected and qualified Village Clerk of the Village of Wheeling, Cook and Lake Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 17-085

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN ADDENDUM TO THE AGREEMENT WITH THE STATE OF ILLINOIS EXECUTED IN 2015 REGARDING IMPROVEMENTS AT THE INTERSECTION OF DUNDEE ROAD AND MCHENRY ROAD IN ORDER TO ADDRESS UTILITY CONFLICTS**

which was passed by the Corporate Authorities of the Village of Wheeling at a special meeting held on the 19<sup>TH</sup> day of JUNE, 2017, at which meeting a quorum was present, and approved by the Village President of the Village of Wheeling on the 19<sup>TH</sup> day of JUNE, 2017.

I further certify that the vote on the question of the passage of the said Resolution by the Corporate Authorities of the Village of Wheeling was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Corporate Authorities of the Village of Wheeling, and that the result of said vote was as follows, to-wit:

AYES: (7) Seven

NAYS: 0

ABSENT: 0

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Wheeling, this 19<sup>TH</sup> day of JUNE, 2017.

Elaine Simpson  
Village Clerk





# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## BUREAU OF DESIGN

Village of Wheeling/State of Illinois  
Illinois Route 68 Improvement  
FAP Route 343  
STATE Section: 3041N-4(12)  
Job No.: C-91-132-13  
Agreement No.: JN-116-011  
Contract No.: 60V96  
County: Cook

June 29, 2017

The Honorable Patrick Horcher  
Village President  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

Dear Village President Horcher:

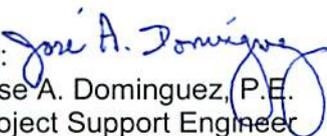
The Addendum Agreement for the subject improvement has been executed by this Department.

Enclosed is an original counterpart of the executed Addendum Agreement for your records and files.

If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238, or Ms. Lesia Banks, Assistant Agreement Specialist, at (847) 705-4553.

Very truly yours,

Anthony J. Quigley, P.E.  
Region One Engineer

By:   
Jose A. Dominguez, P.E.  
Project Support Engineer

Enclosures

S:\Mgr1\WP\Projsupp\AGMTS\60V96 IL 68 at MchenryWheeling Rd\Contract 60V96 AddendumIGA Vlg. Of Wheeling exec ltr to vlg.docx



**BERGER EXCAVATING CONTRACTORS, INC.**  
 1205 Garland Road  
 Wauconda, IL 60084  
 www.BergerExcavating.com

Phone: (847)526-5457  
 Fax: (847)526-4204

Pending ID: BEC\_AUP\_011

## Change Order Request

**To:**  
 Illinois Department of Transportation  
 Bureau of Construction

**Project:**  
 Job #: 1649  
 Il 68/McHenry Rd - IDOT 60V96 - Wheeling

**Change Req. ID:**

**Date Submitted: June 06, 2017**

**Work to be performed:**

The following is an agreed unit price is to complete the lowering of the 16" water main per the direction of wheeling and IDOT.

The work plan is as follows.

- Set up traffic Control at 9 AM
- Sewer crew starts at 10 AM
- We need to start early to get the non special waste offsite to the dump facility.
- Prep / shore up the hole to complete the WM set
- Village to shut down WM at 9 PM
- Tap water watermain and drain system down. Pump into Storm sewer
- Complete WM Set / Pipe to be swabbed
- Village to turn water back on at 5 AM

The following items are included in the AUP.

All labor and equipment to excavate, dispose of spoil including non special waste, complete lowering of the watermain, and backfill roadway with FA6.

This AUP excludes casing pipe, traffic control, flaggers, and class D patching. Traffic Control and flaggers are to be completed on force account.

Description	Quantity Unit	Unit Price	Amount
Water Main Set	1.00 LS	55,500.00	55,500.00
Total:			55,500.00

Pending Change to Contract: \$55,500.00

SIGNED: \_\_\_\_\_

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

Sent Via:  Mail  Fax  Hand Delivered  FedEx

  
 SIGNED: \_\_\_\_\_  
 (Berger Excavating Contractors, Inc.)



**BERGER EXCAVATING CONTRACTORS, INC.**  
 1205 Garland Road  
 Wauconda, IL 60084  
 www.BergerExcavating.com

Phone: (847)526-5457  
 Fax: (847)526-4204

Pending ID: BEC\_AUP\_012

*Change Order Request*

**To:**  
 Illinois Department of Transportation  
 Bureau of Construction

**Project:**  
 Job #: 1649  
 Il 68/McHenry Rd - IDOT 60V96 - Wheeling

**Change Req. ID:**

**Date Submitted: May 01, 2017**

**Work to be performed:**

The following is an agreed unit price is to complete excavate, prep, complete 2 line stops on the 16" water main, and FA6 TBF. The work plan is as follows.

- Set up traffic Control
- Excavate
- Line Stop #1 Prep / shore up the hole to complete Line Stop / Plate excavation
- Line Stop #2 Prep / shore up the hole to complete Line Stop / Plate excavation
- Complete Line stops
- Complete WM Work ( not included in this cost )
- Remove line stops
- Backfill

The following items are included in the AUP.

All labor and equipment to excavate, dispose of spoil including non special waste, complete line stop work, and backfill roadway with FA6.

This AUP excludes traffic control, flaggers, and class D patching. Traffic Control and flaggers are to be completed on force account.

Description	Quantity	Unit	Unit Price	Amount
16" line Stop	2.00	EA	22,500.00	45,000.00
			Total:	45,000.00

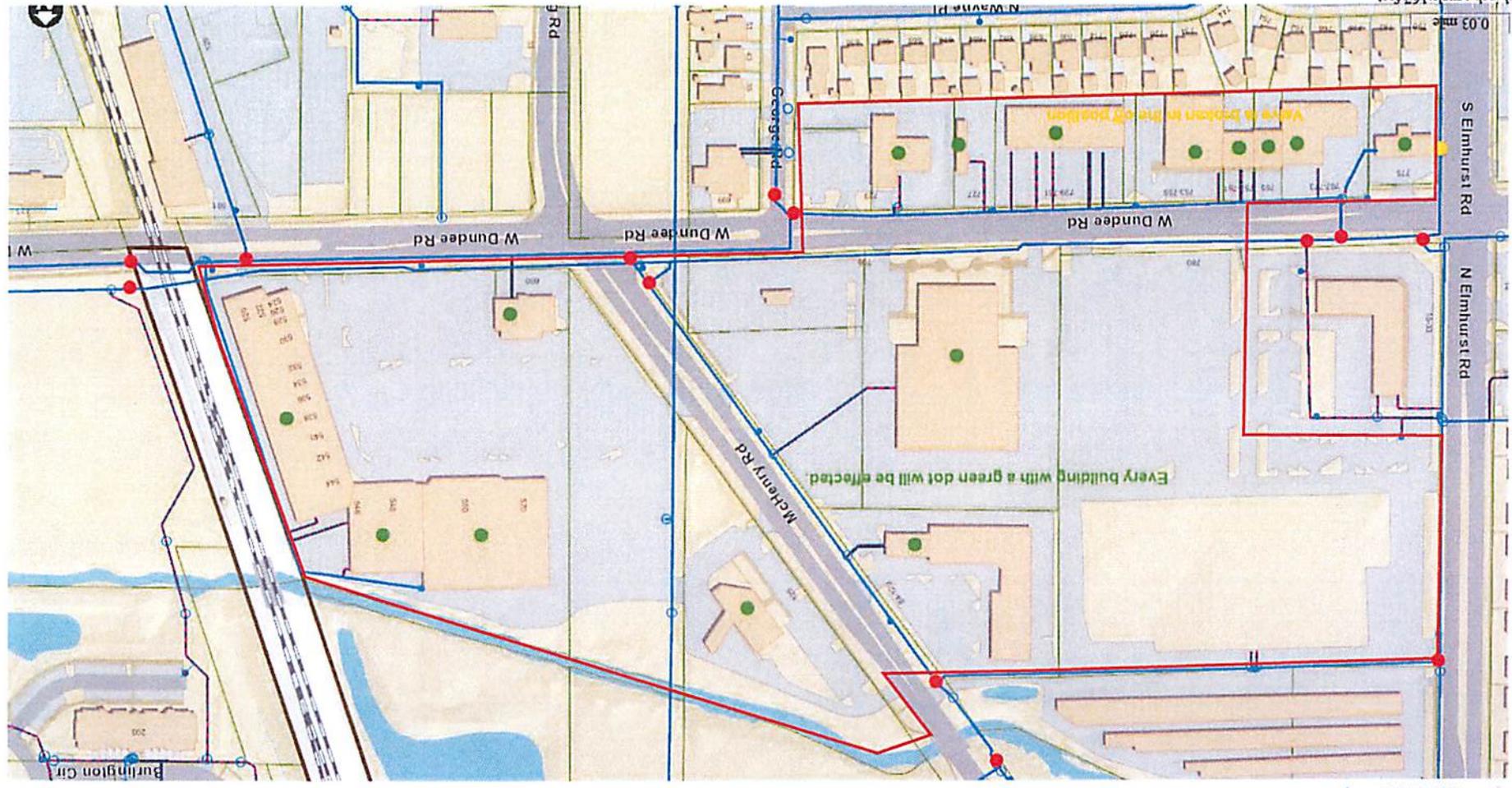
Pending Change to Contract: \$45,000.00

SIGNED: \_\_\_\_\_

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

Sent Via:  Mail  Fax  Hand Delivered  FedEx

SIGNED: *M. Golden*  
 (Berger Excavating Contractors, Inc.)



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## Agenda Item Details

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Meeting	Jun 19, 2017 - Village Board Regular Meeting Agenda
Category	13. New Business - all Listed Items for Discussion and Possible Action
Subject	D. Resolution Authorizing the Village President and Village Clerk to Execute an Addendum to the Agreement with the State of Illinois Executed in 2015 Regarding Improvements at the Intersection of Dundee Road and McHenry Road in Order to Address Utility Conflicts
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	110,550.00
Budgeted	No
Budget Source	TIF Funds
Recommended Action	Motion to Approve

## Public Content

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**From:** Mark Janeck, Director of Public Works

**Subject:** Amended Intergovernmental Agreement with IDOT for Dundee/McHenry Road Intersection Improvements

### EXECUTIVE SUMMARY

Staff recommends approval of an amended intergovernmental agreement for the relocation of a Village water main pipe at the intersection of Dundee and McHenry Roads in the amount of \$55,500, installation of water main pipe "line stops" for an additional \$45,000, and a required 10% (\$10,050) engineering fee, for a total cost of \$110,550. Currently a Village water main pipe is in conflict with a proposed storm sewer pipe which is causing delays in intersection improvements.

### MEMO

In 2015 the Village of Wheeling entered into an agreement with the Illinois Department of Transportation (IDOT) pertaining to substantial improvements at the intersection of Dundee and McHenry Roads (Resolution 15-111). The construction improvements include the addition of turning lanes that expand the intersection, as well as subsurface infrastructure removals, replacements, and additions. The approved Village costs for the intersection improvements involving traffic signal modification, roadway and sidewalk improvements, storm sewer replacement, and hydrant relocation currently total \$54,855. So far substantial improvements have been completed to westbound Dundee Road and northbound McHenry Road; however, southbound McHenry Road improvements have been delayed due to Village-owned water main conflicts.

The approved intergovernmental agreement states that any Village of Wheeling utility conflicts with IDOT's new infrastructure will be relocated at the cost of the Village. At the time the original agreement was executed, no conflicts were anticipated, in part due to substantial documentation provided by the Village indicating the location of Village utilities, including the water main pipes: one eight-inch local service main and one larger 16-inch transmission main.

During excavation procedures within the southbound McHenry Road traffic lanes, when existing deteriorated galvanized storm sewer pipe was being replaced with larger-diameter concrete pipe, a conflict with the Village's transmission water main was discovered. IDOT has determined that this conflict is the responsibility of the Village, and the solution is to lower the water main pipe in conflict. The storm sewer installation cannot proceed until the Village water main is lowered. This past month has seen almost total stoppage of work on the project while discussions involving the Village, IDOT, and the contractor have taken place to determine responsibility and a solution.

Berger Excavating Contractors, the prime contractor for IDOT relative to the intersection improvements, has provided a quote in the amount of \$55,500 to lower the 16-inch water main. Lowering the water main is very complicated, and this construction is proposed to be performed overnight from approximately 9 p.m. to 6 a.m. when there is less vehicular traffic and impact to residents and businesses is less. The two water mains are interconnected, which requires both water mains to be taken out of service during the proposed construction. Due to the duration of the water service disruption, water samples would need to be taken after pipe reconnection, and a 24-hour boil order instituted for area businesses until a positive water sample is provided by an outside laboratory.

Recognizing the significant negative impact on the affected businesses, staff researched alternative options; water main pipe "line stops" can be installed when the water main pipe is cut, resulting in virtually no significant water service disruption and no boil order. The contractor has issued a quote of \$45,000 to install line stops. Public Works recommends that the additional cost of the line stops be approved to reduce substantial inconvenience to area businesses. Total cost of lowering the water main and installation of line stops is \$110,550 (i.e. \$100,500 plus a state-required engineering fee of \$10,500 that provides for a state inspector to be onsite). This construction project is within a Tax Incremental Financing (TIF) district, and this additional cost would not affect any other current capital improvement projects being administered by the Village.

To ensure that the Village received an appropriate proposal, Public Works requested a quote for the referenced water main work from Trine Construction, the Village contractor currently installing approximately 6,000 linear feet of water main pipe on Carpenter and Glenn Avenue. Trine's price was very similar to the price provided by Berger Excavating Contractors.

[BEC\\_AUP\\_012.pdf \(82 KB\)](#)

[BEC\\_AUP\\_011.pdf \(82 KB\)](#)

[Contract 60V96 Vlg. Of Wheeling Addendum IGA.pdf \(16 KB\)](#)

[Resolution IDOT IGA.pdf \(11 KB\)](#)

## **Administrative Content**

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[WM Shutdown Exhibit.pdf \(3,551 KB\)](#)

## **Executive Content**

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RESOLUTION NO. 17- 088

**RESOLUTION ACCEPTING AND APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH BAXTER AND WOODMAN FOR INSPECTIONS OF THE NORTHGATE PARKWAY SIDEWALK IMPROVEMENTS AND WOLF ROAD BRIDGE REPAIRS IN THE AMOUNT OF \$29,700**

**WHEREAS**, as part of the development at the Northgate Crossings residential project, the Village agreed to install a pedestrian sidewalk on the west side of Northgate Parkway from Dundee Road north, including a sidewalk on the existing bridge structure spanning the Buffalo Creek; and

**WHEREAS**, the Wolf Road bridge is in need of repairs consisting of structural steel painting, expansion joint repair, sidewalk replacement, and concrete repairs to the bridge and roadway approaches; and

**WHEREAS**, the Village of Wheeling retained Baxter & Woodman for surveying, professional engineering design, construction documentation, and bid preparation for both projects; and

**WHEREAS**, on June 5, 2017, the Village approved Resolution 17-078 approving a construction contract with MYS Inc. for these projects; and

**WHEREAS**, given the structural scope of work for these improvements, it is deemed necessary that a qualified consulting firm be retained to provide construction supervision for the specified improvements; and

**WHEREAS**, Public Works believes it is in the best interest of the Village of Wheeling to accept the construction engineering services agreement with Baxter & Woodman for the Northgate Parkway sidewalk improvements and Wolf Road Bridge repairs;

**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 a \$29,700 Contract for construction engineering services be approved and awarded to Baxter & Woodman as attached hereto.

Trustee Vogel moved, seconded by Trustee Brady,

that Resolution No. 17- 088 be adopted.

President Horcher Ag

Trustee Papantos Ag

Trustee Brady Ag

Trustee Krueger Ag

Trustee Vito Ag

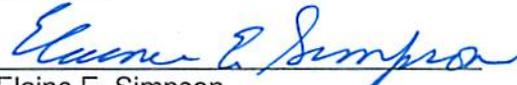
Trustee Lang Ag

Trustee Vogel Ag

ADOPTED this 17th day of July, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

  
Patrick Horcher  
Village President

ATTEST:

  
Elaine E. Simpson  
Village Clerk



June 7, 2017

Mr. Jon Tack  
Village Engineer  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

***Subject: Village of Wheeling – Wolf Road Bridge Maintenance and  
Northgate Parkway Sidewalk Improvements  
Construction Engineering Services***

Dear Mr. Tack,

As a part of the ongoing bridge inspection services performed for the Village by Baxter & Woodman, a bridge maintenance and repair project has been prepared and bid for the repairs of the Wolf Road bridge structure and sidewalk improvements along the Northgate Parkway bridge structure. Baxter & Woodman is pleased to provide you with our construction engineering services proposal for the oversight of the repairs to the structure, approach roadway, and sidewalk installation.

**Project Summary**

The Project shall include structural steel painting, expansion joint repairs, sidewalk replacement, and various concrete repairs to the Wolf Road Bridge and approach roadway. The Northgate Parkway work shall include installation of a new sidewalk along the west side of the Northgate Parkway Bridge, north of the recent Northgate Crossings development.

**Scope of Services**

A detailed scope of services is attached as Exhibit A.

**Engineering Fee**

The Owner shall pay the Engineer for the services performed or furnished under Exhibit A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$29,700**. A detailed summary of costs is provided in Exhibit B. Any man-hours not expended will not be billed to the Village.



Thank you for the opportunity to submit our proposal for this Project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

Craig D. Mitchell, P.E.  
Vice President - Construction

Louis D. Hausmann, P.E., PTOE  
Executive Vice President /COO

Attachments

**VILLAGE OF WHEELING, ILLINOIS**

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

*Village Manager*

*7/17/17*

I:\Crystal Lake\WHELV\160716-Wolf Road Bridge\Contract\construction\160716.60 - Wolf Road and Northgate Repair CS Proposal.docx

**WOLF ROAD BRIDGE REPAIRS & NORTHGATE PARKWAY SIDEWALK IMPROVEMENTS  
VILLAGE OF WHEELING**

**EXHIBIT A  
SCOPE OF SERVICES**

1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
2. PROJECT INITIATION
  - Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
3. CONSTRUCTION ADMINISTRATION
  - Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
  - Prepare construction contract change orders and work directives when authorized by the Owner.
  - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION
  - Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site as follows:
    - On a full-time basis for thirty-two (32) man-hours, not including legal holidays
    - On a periodic part-time basis of up to 135 man-hours from the Engineer' office of not more than four (4) hours per regular weekday, not including legal holidays

For a total of **167 man-hours** as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

If additional inspection man-hours are required, above the 167 hours included in the Contract, additional man-hours and engineering fee can be added to the scope of work upon the approval of the Village. Any man-hours not expended will not be charged to the Village.

Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with Contractor layout of the work.
- Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

#### 5. PROJECT CLOSEOUT

- Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.

**WOLF ROAD BRIDGE REPAIRS AND NORTHGATE PARKWAY SIDEWALK IMPROVEMENTS  
CONSTRUCTION ENGINEERING SERVICES  
VILLAGE OF WHEELING**

**EXHIBIT B  
MANHOUR AND FEE ESTIMATE**

No.	Scope Item	Employee Type	Rate/Hr	Hrs.	Total
1	PRECONSTRUCTION MTG	PROJECT MANAGER	\$170.00	4	\$680.00
2	GENERAL CONSTRUCTION ADMINISTRATION	PROJECT MANAGER	\$170.00	30	\$5,100.00
		STRUCTURAL ENGINEER	\$160.00	8	\$1,280.00
3	PART-TIME INSPECTION FULL-TIME INSPECITON	RESIDENT ENG.	\$115.00	135	\$15,525.00
		RESIDENT ENG.	\$115.00	32	\$3,680.00
4	PROJECT CLOSEOUT	RESIDENT ENG.	\$115.00	16	\$1,840.00
		PROJECT MANAGER	\$170.00	4	\$680.00
5	DIRECT EXPENSES (TRAVEL)	1710 MILES @ \$0.535/MI			\$915.00
<b>TOTAL:</b>					<b>\$29,700.00</b>

## STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability: \$1 million per claim	Professional Liability:	\$5 million per claim
		\$5 million aggregate
Automobile Liability: \$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's insurance coverage for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



## **Agenda Item Details**

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Meeting	Jul 17, 2017 - Village Board Regular Meeting Agenda
Category	11. Consent Agenda-All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
Subject	C. Resolution Accepting and Approving a Construction Engineering Services Agreement with Baxter and Woodman for Inspections of the Northgate Parkway Sidewalk Improvements and Wolf Road Bridge Repairs in the Amount of \$29,700
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	29,700.00
Budgeted	Yes
Budget Source	TIF & Capital Improvement Projects
Recommended Action	Motion to Approve

## **Public Content**

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**From:** Mark Janeck, Director of Public Works

**Subject:** Construction Engineering Services Agreement with Baxter and Woodman for Northgate Parkway Sidewalk Improvements and Wolf Road Bridge Repairs

### **EXECUTIVE SUMMARY**

Public Works requests Board consideration for approval of a \$29,700 professional services agreement with Baxter & Woodman to provide construction engineering inspections for Northgate Parkway and Wolf Road bridge improvements and repairs.

### **MEMO**

**Background:** Through a Request For Proposals (RFP), the Village previously commissioned Baxter & Woodman Engineering to produce detailed design documents for the Wolf Road and Northgate Parkway bridge construction improvement and repair projects. On June 5, 2017, the Village Board's Resolution 2017-078 approved a publicly bid contract with MYS Inc. to complete said improvements and repair work at both bridge structures. Baxter & Woodman was not able to provide an inspection proposal to Public Works in time for staff to schedule Village Board consideration of that proposal concurrently with their earlier engineering design documentation contract or with the construction contract with MYS Inc. Staff is bringing the proposal before the board now.

**Discussion:** Public Works maintains approximately 80 centerline miles of roadway and is fortunate to be responsible for only three open span bridges. The bridge at west Jeffrey Avenue was recently replaced, and now repairs and improvements are necessary at two other bridges, one on Wolf Road and one on Northgate Parkway.

Wolf Road bridge repairs include painting of structural steel elements on the underside of the structure, expansion joint repair, sidewalk replacement, and certain concrete repairs to the bridge and roadway approaches to the bridge. The Northgate Parkway bridge work includes installation of a new sidewalk along the west side of the bridge, as well as work to increase the height of the west side bridge parapet wall. The height alterations (approximately six inches) will be consistent with the new sidewalk height that will be created above the bridge deck level. No bridge widening will be required for the sidewalk since there is adequate area on the west side of the bridge that is striped and legally off limits to vehicles. The raised sidewalk design is a requirement by the state.

Public Works personnel do not have the ability to perform all required engineering design, documentation, or inspection services necessary for the numerous projects contracted during a given fiscal year. In this particular case, technical engineering inspections are required for construction work that will have impact to Village bridge structures. The attached engineering services agreement was provided to Public Works after the low bid contractor for construction improvements was revealed. Different construction contractors can increase or decrease an engineering inspection contract due to past work product successes or failures.

**Budget:** Capital Improvement funds have been approved for this construction work during FY 2017, and additional funding from Tax Incremental Financing will also be used. The design, construction, and inspection services so far proposed for these two projects will allow Public Works to be under budget, depending on construction circumstances.

**Recommendation:** Given the structural scope of work for these improvements and limited Village personnel experience with an inspection of this type, it is deemed necessary that a qualified consulting firm be retained to provide construction supervision for the specified improvements. Public Works believes that it is in the best interest of the Village to approve the agreement with Baxter and Woodman to perform part-time construction engineering inspection services for the oversight of the structural repairs, roadway approach, and sidewalk installation in an amount not to exceed \$29,700.

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[Construction Engineering\\_Proposal\\_as-sent\\_2017-06-07\\_Wolf Road and Northgate Repair CS.pdf \(1,327 KB\)](#)

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[Resolution bridges 2017 BW.pdf \(14 KB\)](#)

## **Administrative Content**

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## **Executive Content**

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*All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.*

ORDINANCE NO. 5087

**AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND WTC LLC FOR THE DEVELOPMENT OF LAND AT 351 W. DUNDEE ROAD, WHEELING, ILLINOIS COMPRISING A PART OF THE TOWN CENTER-II TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS RELATING TO THE VILLAGE'S RIGHTS OF REVERTER FOR THE APARTMENT PARCEL IN THE EVENT OF A DEVELOPER DEFAULT**

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

SECTION 1: The President and Board of Trustees of the Village find as follows:

- A. The Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its home rule powers and in accordance with the TIF ACT, on July 7, 2014, 2014 the corporate authorities of the VILLAGE adopted Ordinance Numbers 4866, 4867, and 4868 in accordance with the TIF ACT and its home rule powers, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S TOWN CENTER-II TIF DISTRICT (hereinafter referred to as the "TOWN CENTER-II TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. WTC, LLC (hereinafter referred to as the "DEVELOPER") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, (hereinafter referred to as the "SUBJECT PROPERTY") on which the DEVELOPER intends to construct a mixed use project including a 300 unit luxury apartment building, movie theater, restaurants and retail establishments (hereinafter referred to as the "DEVELOPMENT").
- E. On March 7, 2016, the VILLAGE approved a Restated Redevelopment Agreement, between the DEVELOPER and the VILLAGE, which sets forth

the terms and conditions pursuant to which the DEVELOPER will proceed with the DEVELOPMENT (hereinafter referred to as the "RESTATED REDEVELOPMENT AGREEMENT").

- F. On August 16, 2016, the VILLAGE approved a First Amendment to the Restated Redevelopment Agreement, between the DEVELOPER and the VILLAGE.
- G. It is necessary, in order to accommodate the financing and construction of the apartment complex, to further amend certain sections of the RESTATED REDEVELOPMENT AGREEMENT relating to the construction of the apartment building and the Village's reverter rights to the apartment parcel.
- H. In accordance with the TIF ACT and the VILLAGE'S home rule powers it is in the best interest of the VILLAGE to approve the SECOND AMENDMENT TO the RESTATED REDEVELOPMENT AGREEMENT.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT and the VILLAGE'S home rule powers, a SECOND AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT that is in substantial conformity with the SECOND AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A is hereby approved, with all final changes subject to the approval of the Village Manager. The President, Village Manager and Clerk of the VILLAGE are authorized and directed to execute and deliver such other necessary instruments to meet the Village's obligations under the Restated Redevelopment Agreement, including said SECOND AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A.

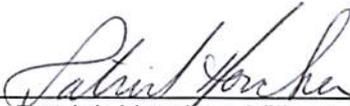
SECTION 3: That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 15<sup>th</sup> day of MAY, 2017, pursuant to a roll

call vote as follows:

President Horcher	<u>Agg</u>	Trustee Papantos	<u>Agg</u>
Trustee Brady	<u>Agg</u>	Trustee Vito	<u>Agg</u>
Trustee Krueger	<u>Agg</u>	Trustee Vogel	<u>Agg</u>
Trustee Lang	<u>Agg</u>		

APPROVED this 15<sup>TH</sup> day of MAY, 2017

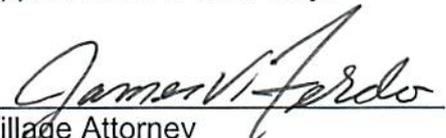
  
Patrick Horcher, Village President

ATTEST:

  
Elaine Simpson, Village Clerk



Approved as to form only:

  
Village Attorney

Published by me in pamphlet form this 16<sup>TH</sup> day of MAY, 2017.

  
Village Clerk



# VILLAGE OF WHEELING

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## ORDINANCE NO. 5087

ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE  
RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE  
VILLAGE OF WHEELING AND WTC LLC FOR THE DEVELOPMENT  
OF LAND AT 351 W. DUNDEE ROAD, WHEELING, ILLINOIS,  
COMPRISING A PART OF THE TOWN CENTER-II TIF DISTRICT  
OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES,  
ILLINOIS RELATING TO THE VILLAGE'S RIGHTS OF REVERTER  
FOR THE APARTMENT PARCEL IN THE EVENT OF A DEVELOPER  
DEFAULT

APPROVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF  
WHEELING THIS 15<sup>th</sup> DAY OF MAY 2017

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Published in pamphlet form by authority of the Corporate Authorities  
of the Village of Wheeling, Cook and Lake Counties, Illinois,  
this 16<sup>th</sup> day of MAY 2017



**EXHIBIT A**  
**SECOND AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT**

**SECOND AMENDMENT TO RESTATED REDEVELOPMENT  
AGREEMENT FOR WHEELING TOWN CENTER**

This Second Amendment to the Restated Redevelopment Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of May, 2017 (the "Effective Date") by and between the Village of Wheeling Illinois, an Illinois home rule municipal corporation (the "Village"), and WTC LLC, a Delaware limited liability company, licensed to do business in Illinois (hereinafter collectively, the "Developer"). (The Village and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties.")

**RECITALS**

The following Recitals are incorporated herein and made a part hereof.

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to the Act and Village Ordinance Numbers 4866, 4867, and 4868, adopted July 7, 2014, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area, and adopted tax increment financing relative to the Village's Town Center (Dundee Road) Tax Increment Financing District (the "Town Center II TIF District").

D. On March 7, 2016, the Village approved a Restated Redevelopment Agreement ("Restated Redevelopment Agreement") outlining the development of the Property at 351 W. Dundee Road with a high end Apartment Project and Retail Center known as the Wheeling Town Center.

E. On August 15, 2016, the Village approved a First Amendment to the Restated Redevelopment Agreement.

F. The Developer, through its affiliate, has received a commitment from the United States Department of Housing and Urban Development (“HUD”) and Berkadia Commercial Mortgage LLC (“Berkadia”) for a loan insured under Section 221(d)(4) of the National Housing Act, as amended (the “HUD-Insured Loan”), the proceeds of which will be used to finance the development and construction of the Apartment Project and related facilities. A mortgage in favor of Berkadia, its successors and assigns, will be recorded against the Apartment Project (the “HUD-Insured Mortgage”) as security for the HUD-Insured Loan.

G. It is necessary to further amend the Restated Redevelopment Agreement in connection with certain HUD requirements relating to the HUD-Insured Loan. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Restated Development Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE ONE**  
**INCORPORATION OF RECITALS**

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

**ARTICLE TWO**  
**AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT**

The following terms of the Restated Redevelopment Agreement are hereby amended:

**6.3 Village Option to Repurchase Property.**

- A. Until the recordation of a Certificate of Completion, the Village is hereby granted an option to repurchase Lot 1.2 and each Retail Pad A-J as shown on Exhibit 5 of the Property from the Developer or its assignee, pursuant to the terms and conditions set forth in the Purchase Agreement (with the exception that Developer shall become the Seller and Village shall become the Purchaser thereunder), in the following limited circumstances and subject to the terms set forth below (the following being referred to as “Reverter Events”): (1) if Construction on Lot 1.2 or on each of the other Retail Pads conveyed (as defined below) has not commenced as of the date which is 180 days after title to a parcel vests to

the Developer; (2) if the Developer is in default under the Agreement according to Section 15; or (3) if this Agreement is terminated by Developer (the "Retail Pads Repurchase Right"). Retail Pads means Lots A-J as defined in Exhibit 5. Lot J is also referred to as Lot 1.2 in Exhibit 5.

- B.** The Village is hereby granted an option to repurchase Parcels 1.1 on Exhibit 5 hereto from the Developer or its assignee, pursuant to the terms and conditions set forth in the Purchase Agreement (with the exception that Developer shall become the Seller and Village shall become the Purchaser thereunder), if Construction of the Apartment Project on Lot 1.1 has not commenced as of the date which is 180 days after title to Lot 1.1 vests in the Developer (the "Apartment Project Repurchase Right"). The Apartment Project Repurchase Right shall terminate automatically upon the recording of the HUD-Insured Mortgage.
- C.** Each deed to the parcels that make up the Initial Land Conveyance or the Retail Pads when conveyed to the Developer shall contain an exception for the Village's applicable repurchase right contained in this Section 6.3. The Retail Pads Repurchase Right shall remain in effect for each Retail Pad until the recording of a Certificate of Completion for such Retail Pad, and the Apartment Project Repurchase Right shall remain in effect until the recording of the HUD-Insured Mortgage for Lot 1.1 (at which time said Apartment Project Repurchase Right shall be forever null and void). Upon the Village's written demand after the occurrence of a Reverter Event with respect to the Retail Pads or upon the failure of the Developer to record the HUD-Insured Mortgage against Lot 1.1 within 180 days after title to Lot 1.1 vests in the Developer, the Developer shall re-convey title to the affected parcel to the Village pursuant to the Purchase Agreement. Upon the occurrence of a Reverter Event and to the extent that there are no liens against the affected Retail Pad(s), the Village will have the right to purchase the affected parcel back from the Developer for the amount of One Dollar (\$1). Upon the failure of the Developer to record the HUD-Insured Mortgage against Lot 1.1 within 180 days after title to Lot 1.1 vests in the Developer and to the extent that there are no liens against Lot 1.1, the Village will have the right to purchase Lot 1.1 back from the Developer for the amount of One Dollar (\$1). To the extent that the Developer (or any Member) has incurred any mortgage or mezzanine financing to fund the costs of construction on a particular lot to be repurchased, and which must be repaid ("Project Financing") and the Village desires to exercise its applicable repurchase option, the Village will have the right to purchase each such parcel for a price equal to: (a) \$1 paid to the Developer plus (b) an amount necessary to repay all Project Financing obligations with respect to the Retail Pad(s) or Lot 1.1, as applicable. Upon payment of said sum, all legal and equitable title to the Retail Pad(s) in question or Lot 1.1, as applicable, shall be conveyed back to Village. Once a Reverter Event has occurred with respect to the Retail

Pad(s) or the Developer fails to timely record the HUD-Insured Mortgage as to Lot 1.1 as described above, the Village will have one hundred eighty (180) days to exercise its Retail Pads Repurchase Right with respect to the Retail Pad(s) or, as applicable, its Apartment Project Repurchase Right with respect to Lot 1.1. If Developer cures a Reverter Event prior to the Village exercising its Retail Pads Repurchase Right, said action to repurchase shall become null and void. The Village's Apartment Project Repurchase Right will be secured by a covenant that will run with Lot 1.1 until such time as the HUD-Insured Mortgage is recorded against Lot 1.1, at which time the Apartment Project Repurchase Right shall terminate automatically and without any further action by any party. The Village's Retail Pads Repurchase Right will be secured by a covenant that will run with Retail Pad(s) parcel(s) until such time as a Certificate of Completion is recorded against the Retail Pad in question (at which time the Retail Pad Repurchase Right of the Village applicable to the particular Retail Pad shall be forever null and void). The Retail Pad(s) Repurchase Right shall be dealt with on a stage by stage process in accordance with each phase of the development. Upon recordation of a Certificate of Occupancy, the Village's repurchase option for that particular Retail Pad will terminate.

- D. Relative to Lot 1.1 on Exhibit 5 hereto, the Developer shall deposit Three Hundred Thousand and 00/100 Dollars (\$300,000.00) into an escrow account to be held by Chicago Title and Trust Company and established at the time of the closing of the HUD-Insured loan. No HUD-Insured Loan proceeds shall be used to fund this deposit. The Escrow balance shall be reduced to One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) when the Apartment Project is fifty percent complete as determined by the Village in its reasonable discretion. The escrow will be fully released to the Developer upon the issuance of a Final Certificate of Occupancy for the Apartment Project. The Village shall be entitled to all of the escrow funds remaining in the account on the date of the occurrence of any of the following circumstances (1) if Construction on Lot 1.1 has not commenced as of the date which is 180 days after title to Lot 1.1 vested in the Developer; (2) if the Developer is in default under the Agreement according to Section 15; or (3) if this Agreement is terminated by Developer. The remedy provided in this Section 6.3 D for a default under Section 15 of the Agreement is not intended to be exclusive of any other right or remedy, and every other right or remedy shall be cumulative of and in addition to the rights and remedies given hereunder or now or hereafter existing at law or in equity or otherwise.

- E. Construction of the Apartment Project shall be deemed to have commenced upon the pouring of the foundation for fifty percent (50%) of the Apartment Project. Construction of a building or building(s) in a particular Retail Pad of the Project shall be deemed to have commenced upon the pouring of the foundation for fifty percent of such building or building(s) on the Retail Pad.**
- F. Conformance to Recorded Plat of Subdivision. The parties acknowledge that the boundaries of Lots 1.1 and 1.2 and Retail Pads A-J as shown on Exhibit 5 may vary from the more precise lot boundary lines detailed in the Wheeling Town Center Subdivision Plat that will be separately recorded (the "Plat"). All references herein to Lot 1.1 as shown on Exhibit 5 are deemed to conform to the legal boundaries of Lots 1A, 1B and 1C of the Plat, and all references herein to Lot 1.2 and Retail Pads A-J as shown on Exhibit 5 are deemed to conform to the legal boundaries of Lots 2, 3, 4, 5, 6, 7, 8 and 9 of the Plat, if and as amended.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

ATTEST:

By: *Glenn E. Simpson*  
Village Clerk



Village of Wheeling,  
an Illinois municipal corporation

By: *Pat Horcher*  
Pat Horcher Village President

DEVELOPER:

WTC LLC, a Delaware limited liability company

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

**ACKNOWLEDGMENTS**

State of Illinois            )  
  ) SS  
County of Cook            )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Patrick Horcher personally known to me to be the Village President of the Village of Wheeling, and Elaine Simpson, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15<sup>TH</sup> day of MAY, 2017.

  
\_\_\_\_\_  
Notary Public



State of Illinois     )  
                                  ) SS  
County of Cook     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said Illinois \_\_\_\_\_, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said Illinois \_\_\_\_\_ to be affixed thereto, pursuant to authority given by the Members of said Illinois \_\_\_\_\_, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois \_\_\_\_\_, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**MINUTES OF THE ANNUAL MEETING OF THE JOINT REVIEW BOARD (JRB)  
FOR THE VILLAGE OF WHEELING  
TOWN CENTER II - REDEVELOPMENT PROJECT AREA**

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**Friday, August 25, 2017  
Board Room  
2 Community Boulevard  
Wheeling, Illinois 60090**

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The meeting was called to order at 10:17 a.m.

On roll call the following members of the Joint Review Board were present:

Indian Trails Public Library	Susan Beal
School District #21	Mary Werling
Wheeling Park District	Matt Wehby
School District #214	Cathy Johnson
Village of Wheeling	Michael Mondschain

The following members were not present:

Wheeling Township  
Community College #512  
Cook County  
Public Member

Also in attendance from the Village of Wheeling were Brian Smith, Assistant Finance Director; Michael Marro, Accountant; Angela Peters, Financial Services Coordinator; and John Melaniphy, Director of Economic Development.

In compliance with the statutes of the State of Illinois, the Annual TIF JRB Meeting was held for the purpose of reviewing the effectiveness and status to date of the TIF redevelopment project areas.

Mr. Mondschain asked for a motion to appoint a Chairperson for the meeting. Ms. Werling made a motion to appoint Michael Mondschain. Ms. Johnson seconded the motion. All were in favor and the motion passed.

It was noted by Chairman Mondschain that there was no public member in attendance.

Chairman Mondschain then began his review of the 2016 Annual Tax Increment Finance Report by stating that this TIF District was created in 2014.

Section 3.1 shows that there was a fund balance at the beginning of the reporting period of \$3.8 million. There was only \$58,000 of property tax increment that came in during the year. And, the \$6.5 million listed under Bond Proceeds, actually reflects two TIF Notes that were issued to the developers of Northgate Crossing as a development incentive to build the project. There

were expenditures of \$8.9 million and a fund balance at the end of the year of \$1.9 million. There is a projected deficit moving forward of \$8 million.

Section 3.2 A, listed expenditures for salaries and legal services. There was a \$500,000 transfer to the Crossroads TIF for the TIF Note payoff as discussed previously. There were also expenditures related to the Community Boulevard intersection and pipeline project; the Wheeling Town Center traffic review; and the Northgate Crossings plan review.

Chairman Mondschain asked Mr. Melaniphy to provide an update of the progress at the Town Center TIF. Mr. Melaniphy explained that there is over \$200 million in development underway in the Town Center. Reva Development, Northgate Crossings is a 288 unit apartment development; nine buildings with 32 units per building. They are already over 80% leased. That project has done extremely well. There was an official ground breaking for the Wheeling Town Center, which is a \$110 million mixed use project, with 100,000 square feet of retail space and almost 300 residential apartment units. They are well under way and are working on the parking garage, which will be wrapped by an apartment building. The Whitley, is a senior memory care and congregate care facility, with about 102 units. It is fully enclosed and will hopefully be completed by the end of this year. We are working with two developers for the northwest and northeast corners of Dundee and Northgate Parkway. Those would also be mixed use projects with residential and retail space. So, it appears that the Town Center and Northgate Crossings have been a real catalyst for future development. We had a big spread in Crain's Chicago Business regarding our transit oriented development in Wheeling, which has brought a lot of interest from other developers. We are extremely happy with how things are developing here after many years of a slow start. Mr. Melaniphy then invited questions from the JRB.

Ms. Johnson asked if he could pass along the Crain's article. Mr. Melaniphy stated that he would provide copies today.

Chairman Mondschain continued his review of Section 3.2A, Item 3, indicating that the Village had spent money on an easement at 272 W. Dundee Road, which is another area the Village is attempting to develop. He asked Mr. Melaniphy if he had any information to pass along regarding this particular parcel. Mr. Melaniphy replied that this particular easement was an integral part of the Community Boulevard signalization.

Moving on to Item 5, Chairman Mondschain stated that the cost to relocate the West Shore Pipeline was \$763,645. Mr. Melaniphy added that the cost was shared by the developer. Chairman Mondschain then stated that there were costs associated with the Community Boulevard intersection improvements and signalization. There was \$147,000 spent on the Community Boulevard/Northgate Parkway bridge for engineering costs; comp storage credits of \$241,000; money paid to the State Treasurer for the Dundee Road/Route 83/McHenry Road lighting project; tree removal at the Town Center project; and LED street signs.

Item 8 shows the \$6.5 million for the TIF Note issuance for Northgate Crossings.

Section 3.2B lists the vendors paid in excess of \$10,000.

Chairman Mondschain indicated that Section 3.3 listed the TIF Note issuance and the description of expected future costs related to administration; the façade program; Wolf Road reconstruction costs; a detention basin project at Saint Joseph the Worker Church; additional pipeline relocation costs; the Northgate Parkway/Dundee Road signal upgrade; and the Town Center Development storm sewer project. After listing the projects, Chairman Mondschain asked if there were any questions related to the projects.

Mr. Wehby asked for more details regarding the detention basin project at Saint Joseph the Worker Church.

Chairman Mondschain explained that he did not have specifics regarding the project, but could get the information and provide it to the JRB members through email. He then asked Mr. Melaniphy if he had additional information.

Mr. Melaniphy stated that the project is intended to improve the storm water management in the area and specifically behind the church. This would help with redevelopment in the area as well as addressing MWRD considerations.

Once again, Chairman Mondschain stated that he would provide additional information through email.

Section 4, showed no property was acquired within the TIF.

The following page lists the investment that has taken place.

Chairman Mondschain stated that Section 6, shows the growth in the EAV and added that for 2016 it is up to \$42.8 million. He went on to explain that the same reports; letters and statement of activities undertaken in the TIF District are attached to this report.

He explained that for transparency purposes Attachment E includes several resolutions and ordinances passed by the Village Board pertaining to development in the Town Center II TIF District.

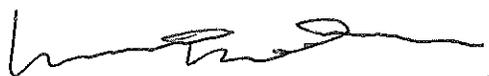
Chairman Mondschain asked for a motion to approve the Minutes of the August 24, 2016 meeting of the JRB for the Town Center II Redevelopment Project Area. A motion was made by Ms. Johnson; seconded by Ms. Werling. All were in favor and the motion carried.

Chairman Mondschain continued by stating that copies of the TIF Notes that had been issued for Northgate Crossings are attached to the report. He added that also attached to the report are the financial statements.

Chairman Mondschain then asked for a motion to approve the project area report. A motion was made by Mr. Wehby; seconded by Ms. Johnson. All were in favor and the motion passed.

There being no other communications regarding the Town Center II Redevelopment Project Area, Chairman Mondschain asked for a motion to adjourn the meeting. Ms. Johnson made a motion; it was seconded by Ms. Werling. All were in favor and the meeting adjourned at 10:30 a.m.

Respectfully Submitted,



Michael Mondschain  
Director of Finance

**VILLAGE OF WHEELING, ILLINOIS**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**COMBINING BALANCE SHEET**

December 31, 2017

	<b>Special Revenue</b>			
	<b>Motor Fuel Tax</b>	<b>Foreign Fire Insurance Tax</b>	<b>Emergency Telephone System</b>	<b>Grant</b>
<b>ASSETS</b>				
Cash and investments	\$ 1,291,124	\$ 125,692	\$ 42,622	\$ -
Receivables				
Property taxes	-	-	-	-
Accounts	-	-	373,437	-
Accrued interest	-	-	-	-
Other	-	-	-	153
Prepaid items	-	775	-	-
Inventory	216,739	-	-	-
Due from other funds	-	-	-	-
Due from other governments	83,189	-	-	828,761
<b>TOTAL ASSETS</b>	<b>\$ 1,591,052</b>	<b>\$ 126,467</b>	<b>\$ 416,059</b>	<b>\$ 828,914</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 153,397	\$ -	\$ 336,615	\$ 198,341
Accrued payroll	-	-	-	9,187
Deposits payable	-	-	-	-
Due to other funds	-	-	79,444	621,386
Total liabilities	153,397	-	416,059	828,914
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenue - property taxes	-	-	-	-
Total deferred inflows of resources	-	-	-	-
Total liabilities and deferred inflows of resources	153,397	-	416,059	828,914
<b>FUND BALANCES</b>				
Nonspendable				
Prepaid items	-	775	-	-
Inventory	216,739	-	-	-
Restricted				
Capital projects	-	-	-	-
Highways and streets	1,220,916	-	-	-
Public safety	-	125,692	-	-
Economic development	-	-	-	-
Debt service	-	-	-	-
Assigned				
Capital projects	-	-	-	-
Total fund balances	1,437,655	126,467	-	-
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 1,591,052</b>	<b>\$ 126,467</b>	<b>\$ 416,059</b>	<b>\$ 828,914</b>

Capital Projects									
Crossroads Redevelopment Area	Town Center TIF #2	North Milwaukee/ Lake Cook Redevelopment Area	South Milwaukee Redevelopment Area	Southeast TIF #2	Capital Projects	Stormwater	Debt Service	Total	
\$ 121,055	\$ 936,995	\$ 2,515,289	\$ 1,185,177	\$ 784,870	\$ 3,169,496	\$ 1,273,158	\$ 133,458	\$ 11,578,936	
451	-	6,058	-	320	-	-	1,959,833	1,966,662	
-	115,206	-	-	-	18,000	151,326	-	657,969	
-	1,340	412	1,492	-	7,841	-	-	11,085	
-	-	-	-	-	316,775	-	-	316,928	
85	85	85	85	85	-	-	-	1,200	
-	-	-	-	-	-	-	-	216,739	
-	-	-	-	-	615,501	-	-	615,501	
-	-	-	-	-	-	-	-	911,950	
<b>\$ 121,591</b>	<b>\$ 1,053,626</b>	<b>\$ 2,521,844</b>	<b>\$ 1,186,754</b>	<b>\$ 785,275</b>	<b>\$ 4,127,613</b>	<b>\$ 1,424,484</b>	<b>\$ 2,093,291</b>	<b>\$ 16,276,970</b>	
\$ 16,668	\$ 783,397	\$ 14,276	\$ -	\$ 661	\$ 704,751	\$ 6,845	\$ -	\$ 2,214,951	
-	-	-	-	-	-	-	-	9,187	
-	-	-	-	-	-	339,200	-	339,200	
-	-	-	-	-	-	-	-	700,830	
16,668	783,397	14,276	-	661	704,751	346,045	-	3,264,168	
-	-	-	-	-	-	-	1,956,324	1,956,324	
-	-	-	-	-	-	-	1,956,324	1,956,324	
16,668	783,397	14,276	-	661	704,751	346,045	1,956,324	5,220,492	
85	85	85	85	85	-	-	-	1,200	
-	-	-	-	-	-	-	-	216,739	
-	-	-	-	-	-	1,078,439	-	1,078,439	
-	-	-	-	-	-	-	-	1,220,916	
-	-	-	-	-	-	-	-	125,692	
104,838	270,144	2,507,483	1,186,669	784,529	-	-	-	4,853,663	
-	-	-	-	-	-	-	136,967	136,967	
-	-	-	-	-	3,422,862	-	-	3,422,862	
104,923	270,229	2,507,568	1,186,754	784,614	3,422,862	1,078,439	136,967	11,056,478	
<b>\$ 121,591</b>	<b>\$ 1,053,626</b>	<b>\$ 2,521,844</b>	<b>\$ 1,186,754</b>	<b>\$ 785,275</b>	<b>\$ 4,127,613</b>	<b>\$ 1,424,484</b>	<b>\$ 2,093,291</b>	<b>\$ 16,276,970</b>	

See accompanying notes to financial statements.

VILLAGE OF WHEELING, ILLINOIS

NONMAJOR GOVERNMENTAL FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES

For the Year Ended December 31, 2017

	<b>Special Revenue</b>			
	<b>Motor Fuel Tax</b>	<b>Foreign Fire Insurance Tax</b>	<b>Emergency Telephone System</b>	<b>Grant</b>
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	975,923	-	196,903	2,217,174
Charges for services	-	-	499,512	-
Investment income	13,923	-	3,444	-
Miscellaneous	-	63,981	1,350	-
Total revenues	<u>989,846</u>	<u>63,981</u>	<u>701,209</u>	<u>2,217,174</u>
<b>EXPENDITURES</b>				
Current				
General government	-	-	-	1,337,766
Public safety	-	79,520	1,245,664	250,400
Highways and streets	901,051	-	-	-
Capital outlay	-	-	-	717,932
Capital improvements	-	-	-	-
Debt service				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>901,051</u>	<u>79,520</u>	<u>1,245,664</u>	<u>2,306,098</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>88,795</u>	<u>(15,539)</u>	<u>(544,455)</u>	<u>(88,924)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	210,000	88,924
Transfers (out)	-	-	(112,458)	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>97,542</u>	<u>88,924</u>
NET CHANGE IN FUND BALANCES	88,795	(15,539)	(446,913)	-
FUND BALANCES (DEFICIT), JANUARY 1	<u>1,348,860</u>	<u>142,006</u>	<u>446,913</u>	<u>-</u>
<b>FUND BALANCES, DECEMBER 31</b>	<u>\$ 1,437,655</u>	<u>\$ 126,467</u>	<u>\$ -</u>	<u>\$ -</u>

<b>Capital Projects</b>									
<b>Crossroads Redevelopment Area</b>	<b>Town Center TIF #2</b>	<b>North Milwaukee/ Lake Cook Redevelopment Area</b>	<b>South Milwaukee Redevelopment Area</b>	<b>Southeast TIF #2</b>	<b>Capital Projects</b>	<b>Stormwater</b>	<b>Debt Service</b>	<b>Total</b>	
\$ 2,801,752	\$ 772,498	\$ 4,816,784	\$ 1,565,860	\$ 684,964	\$ 2,895,388	\$ -	\$ 1,863,210	\$ 15,400,456	
-	32,785	-	-	-	247,397	-	-	3,670,182	
-	-	-	-	-	-	680,452	-	1,179,964	
17,860	20,171	27,910	12,526	5,625	42,290	11,352	13,301	168,402	
-	585,220	-	-	-	18,046	-	-	668,597	
<b>2,819,612</b>	<b>1,410,674</b>	<b>4,844,694</b>	<b>1,578,386</b>	<b>690,589</b>	<b>3,203,121</b>	<b>691,804</b>	<b>1,876,511</b>	<b>21,087,601</b>	
-	-	-	-	-	-	-	-	1,337,766	
-	-	-	-	-	-	-	-	1,575,584	
-	-	-	-	-	474,726	-	-	1,375,777	
2,258,100	1,495,985	115,026	744,777	36,212	-	125,169	-	5,493,201	
-	1,240,448	104,822	-	-	2,782,800	-	-	4,128,070	
-	355,358	2,077,620	-	-	328,107	-	1,400,000	4,161,085	
-	-	660,172	-	-	64,949	-	1,466,347	2,191,468	
<b>2,258,100</b>	<b>3,091,791</b>	<b>2,957,640</b>	<b>744,777</b>	<b>36,212</b>	<b>3,650,582</b>	<b>125,169</b>	<b>2,866,347</b>	<b>20,262,951</b>	
<b>561,512</b>	<b>(1,681,117)</b>	<b>1,887,054</b>	<b>833,609</b>	<b>654,377</b>	<b>(447,461)</b>	<b>566,635</b>	<b>(989,836)</b>	<b>824,650</b>	
-	-	415,125	-	-	-	-	996,885	1,710,934	
-	-	-	-	-	(320,101)	(171,500)	-	(604,059)	
-	-	415,125	-	-	(320,101)	(171,500)	996,885	1,106,875	
<b>561,512</b>	<b>(1,681,117)</b>	<b>2,302,179</b>	<b>833,609</b>	<b>654,377</b>	<b>(767,562)</b>	<b>395,135</b>	<b>7,049</b>	<b>1,931,525</b>	
<b>(456,589)</b>	<b>1,951,346</b>	<b>205,389</b>	<b>353,145</b>	<b>130,237</b>	<b>4,190,424</b>	<b>683,304</b>	<b>129,918</b>	<b>9,124,953</b>	
<b>\$ 104,923</b>	<b>\$ 270,229</b>	<b>\$ 2,507,568</b>	<b>\$ 1,186,754</b>	<b>\$ 784,614</b>	<b>\$ 3,422,862</b>	<b>\$ 1,078,439</b>	<b>\$ 136,967</b>	<b>\$ 11,056,478</b>	

See accompanying notes to financial statements.



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**SIKICH.COM**

## REPORT OF INDEPENDENT ACCOUNTANT'S ON COMPLIANCE

The Honorable Mayor  
Members of the Board of Trustees  
Village of Wheeling, Illinois

We have examined management's assertion that the Village of Wheeling, Illinois (the Village), complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2017. As discussed in that representation letter, management is responsible for the Village's compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was made in accordance with the standards established by the American Institute of Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village's compliance with statutory requirements.

In our opinion, management's assertion that the Village of Wheeling, Illinois complied with the aforementioned requirements for the year ended December 31, 2017, is fairly stated in all material respects.

This report is intended for the information and use of the Mayor, Board of Trustees, Management, the Joint Review Board, the Illinois State Comptroller, and the Illinois Department of Revenue.

*Sikich LLP*

Naperville, Illinois  
May 29, 2018