



**SECTION 2** [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

<b>Primary Use of Redevelopment Project Area*:</b> Combination/Mixed	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
<b>If "Combination/Mixed" List Component Types:</b> Retail/Residential	
<b>Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):</b>	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	<input type="checkbox"/>

**Please utilize the information below to properly label the Attachments.**

	No	Yes
For redevelopment projects beginning prior to FY 2022, 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> For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions 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, enactment or extension, and a copy of the redevelopment plan (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 <u>submitted to</u> the municipality <u>by</u> 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). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).</b>		X
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [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, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (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 the list only, not actual agreements (labeled Attachment M).</b>		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. <b>If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).</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)]

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

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

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 3,507,741

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	\$ 7,491,175	\$ 27,534,232	49%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 284,790	\$ 518,374	1%
Land/Building Sale Proceeds		\$ 5	0%
Bond Proceeds	\$ 4,500,000	\$ 19,197,650	34%
Transfers from Municipal Sources		\$ 8,107,850	14%
Private Sources		\$ 1,010,728	2%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 215,487	0%

All Amount Deposited in Special Tax Allocation Fund \$ 12,275,965

Cumulative Total Revenues/Cash Receipts \$ 56,584,326 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 12,626,752

Transfers to Municipal Sources

Distribution of Surplus \$ 1,168,519

Total Expenditures/Disbursements \$ 13,795,271

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (1,519,307)

Previous Year Adjustment (Explain Below)

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 1,988,434

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

**Previous Year Explanation:**

**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 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

**ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
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	37,422	
TIF Projections and Project Analysis (Ryan, LLC)	1,300	
Wheeling Town Center Assessment (Kimley-Horn & Associates)	4,200	
		\$ 42,922
<b>2. Annual administrative cost.</b>		
Legal Services (Ice Miller, LLP)	6,500	
Legal Services (Klein Thorpe & Jenkins, LTD)	14,594	
Registrar and Paying Agent Fees - WTC TIF Notes (Amalgamated Bank)	2,800	
		\$ 23,894
<b>3. Cost of marketing sites.</b>		
Business Recruitment Subscriptions	12,556	
		\$ 12,556
<b>4. Property assembly cost and site preparation costs.</b>		
Northgate and Dundee Storm Sewer Engineering (Gewalt Hamilton Assoc)	43,955	
Wheeling Road Phase 2 Design (Ciorba Group, Inc)	7,041	
Buffalo Creek Streambank Stabilization Project (Hampton Lenzini and Renwick, Inc)	154,922	
Dundee Water Main Design (Engineering Enterprises, Inc)	10,837	
		\$ 216,755
<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>		
Restaurant Grant Program (MP Kitchen and Bar)	27,400	
Event Sponsorship Grant (WTC, LLC)	10,000	
		\$ 37,400
<b>6. Costs of the construction of public works or improvements.</b>		
Northgate and Dundee Storm Sewer Project (Ganziano Sewer and Water, Inc)	233,240	
		\$ 233,240

**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 Conferences	979	
Bisnow Shopping Trends Event	44	
Restaurant Business Alliance Event	12	
Greater Chicagoland Economic Partnership 2024 Event Meeting	10	
Land Economics Society Holiday Party	11	
Economic Development Professional Luncheons	9	
		\$ 1,065
9. Financing costs.		
TIF Note Issuance (Uptown 500 Note A)	4,500,000	
		\$ 4,500,000
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
TIF Act Reimbursement (Township High School District 214)	86,476	
		\$ 86,476
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
TIF Act Reimbursement (Indian Trails Public Library)	28,368	
		\$ 28,368

**SECTION 3.2 A**  
**PAGE 3**

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
Northgate Crossing TIF Incentive (Amalgamated Bank)	3,791,738	
WTC Development TIF Incentive (Amalgamated Bank)	1,216,258	
Uptown 500 TIF Incentive (Amalgamated Bank)	1,648,081	
		\$ 6,656,078
17. Cost of day care services.		
		\$ -
18. Other.		
TIF Reimbursement (Uptown 500, LLC)	788,000	
		\$ 788,000
<b>TOTAL ITEMIZED EXPENDITURES</b>		<b>\$ 12,626,752</b>



**SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source**

**FUND BALANCE BY SOURCE**

\$ 1,988,434
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<b>1. Description of Debt Obligations</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
2016 TIF Note Issuance - Northgate Crossing	\$ 6,500,000	\$ -
2020 TIF Note Issuance - Wheeling Town Center	\$ 8,197,650	\$ -
2023 TIF Note Issuance - Uptown 500 Note A	\$ 4,500,000	\$ 2,911,864
<b>Total Amount Designated for Obligations</b>	<b>\$ 19,197,650</b>	<b>\$ 2,911,864</b>

<b>2. Description of Project Costs to be Paid</b>	<b>Amount of Original Issuance</b>	<b>Amount Designated</b>
Administration		\$ 391,256
Restaurant and Retail Build-Out Incentives		\$ 1,000,000
Streambank Stabilization		\$ 2,150,000
Wheeling Road Reconstruction		\$ 2,500,000
Watermain Replacement Program		\$ 1,952,500
<b>Total Amount Designated for Project Costs</b>		<b>\$ 7,993,756</b>

**TOTAL AMOUNT DESIGNATED**

\$ 10,905,620
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**SURPLUS/(DEFICIT)**

\$ (8,917,186)
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**SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]**

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

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

x
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**Indicate an 'X' if no property was 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:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

**PAGE 1**

**Page 1 MUST 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.	
2. The municipality <b>DID</b> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
<b>2a.</b> The total number of <b>ALL</b> activities undertaken in furtherance of the objectives of the redevelopment plan:	12
<b>2b.</b> The total number of <b>NEW</b> projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	2

**LIST ALL 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)	\$ 254,992,946	\$ -	\$ -
Public Investment Undertaken	\$ 24,952,462	\$ -	\$ -
Ratio of Private/Public Investment	10 16/73		0

**Project 1 Name: Dundee Road Lighting**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 366,948		
Ratio of Private/Public Investment	0		0

**Project 2 Name: Façade Program**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 195,812		
Ratio of Private/Public Investment	0		0

**Project 3 Name: Northgate Crossing**

Private Investment Undertaken (See Instructions)	\$ 43,430,000		
Public Investment Undertaken	\$ 6,911,446		
Ratio of Private/Public Investment	6 21/74		0

**Project 4 Name: Wheeling Town Center**

Private Investment Undertaken (See Instructions)	\$ 111,062,946		
Public Investment Undertaken	\$ 10,440,029		
Ratio of Private/Public Investment	10 30/47		0

**Project 5 Name: Reconstruct Wolf Road**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 247,507		
Ratio of Private/Public Investment	0		0

**Project 6 Name: Collins Fireplace Demolition**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 133,895		

Ratio of Private/Public Investment	0		0
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**Project 7 Name: The Whitley**

Private Investment Undertaken (See Instructions)	\$ 10,500,000		
Public Investment Undertaken	\$ 1,120,000		
Ratio of Private/Public Investment	9 3/8		0

**Project 8 Name: Dundee Road sewer and watermain**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 2,007,015		
Ratio of Private/Public Investment	0		0

**Project 9 Name: Wheeling Park District**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 1,800,000		
Ratio of Private/Public Investment	0		0

**Project 10 Name: Uptown 500**

Private Investment Undertaken (See Instructions)	\$ 90,000,000		
Public Investment Undertaken	\$ 534,776		
Ratio of Private/Public Investment	168 28/95		0

**Project 11 Name: Evangers**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 305,370		
Ratio of Private/Public Investment	0		0

**Project 12 Name: Campus Intersection**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 585,023		
Ratio of Private/Public Investment	0		0

**Project 13 Name: Wheeling Road**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 7,041		
Ratio of Private/Public Investment	0		0

**Project 14 Name: Buffalo Creek Streambank Stabalization**

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 297,600		
Ratio of Private/Public Investment	0		0

**Project 15 Name:**

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

**Project 16 Name:**

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

**Project 17 Name:**

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

**Project 18 Name:**

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

**Project 19 Name:**

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

**Project 20 Name:**

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

**Project 21 Name:**

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

**Project 22 Name:**

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

**Project 23 Name:**

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

**Project 24 Name:**

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

**Project 25 Name:**

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

**SECTION 6** [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

**FY 2023**

Name of Redevelopment Project Area:

Town Center - II

**SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.**

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
Not Available			
			\$ -

**SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.**

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

**SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.**

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

**SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:**

Project Name	Stated Rate of Return

**SECTION 7** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

**Provide a general description of the redevelopment project area using only major boundaries.**

South of Dundee Road to Jeffery Avenue, West of Dundee Road to Elmhurst Road, North to William

<b>Optional Documents</b>	<b>Enclosed</b>
Legal description of redevelopment project area	
Map of District	

**SECTION 8** [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

**FY 2023**

**Name of Redevelopment Project Area:**

**Town Center - II**

**Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.**

<b>Year of Designation</b>	<b>Base EAV</b>	<b>Reporting Fiscal Year EAV</b>
2014	\$ 36,124,041	105852906

List all overlapping tax districts in the redevelopment project area.  
If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

<b>Overlapping Taxing District</b>	<b>Surplus Distributed from redevelopment project area to overlapping districts</b>
Wheeling District 21	\$ 495,434
HS District 214	\$ 251,405
Village of Wheeling	\$ 148,256
Wheeling Park District	\$ 79,526
Cook County	\$ 46,069
Indian Trails Public Library District	\$ 48,528
Water Reclamation District	\$ 39,977
Harper College Dist 512	\$ 43,825
Forest Preserve District	\$ 8,658
Town of Wheeling	\$ 3,848
Road and Bridge Wheeling	\$ 1,283
Wheeling General Assistance	\$ 748
NW Mosquito Abatement	\$ 962



June 19, 2024

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, 2023. This certification is issued pursuant to requirements of the Act.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Sfondilis", is written over a circular blue ink stamp.

Jon Sfondilis  
Village Manager



June 19, 2024

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, 2023 to December 31, 2023

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,

A handwritten signature in blue ink that reads "James V. Ferolo".

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**

REVA Development was paid a TIF Incentive of \$3,791,738 for the Northgate Crossing project. This was the final payment towards the incentive.

WTC, LLC was paid a TIF incentive of \$1,216,258 for the Town Center project. This was the final payment towards the incentive.

One TIF Note was issued to Uptown 500 in the amount of \$4,500,000. The note is payable from 85% of the net incremental property taxes that the development generates.

Uptown 500, LLC was paid a TIF incentive of \$1,648,081 for the Uptown 500 project.

Uptown 500, LLC was also paid a TIF incentive of \$788,000 to cover the cost of roadway improvements.

Ryan, LLC was paid \$1,300 to perform TIF feasibility projections and project analysis related to the London Crossing mixed-use development.

Kimley-Horn & Associates were paid \$4,200 to provide planning and design services to identify aesthetic and operational improvements at Wheeling Town Center.

Ciorba Group, Inc. was paid \$7,041 for Wheeling Road Phase 2 design.

Engineering Enterprises, Inc. was paid \$10,837 for Dundee Road watermain design.

Gewalt Hamilton Associates, Inc. was paid \$43,955 to explore the feasibility of collecting stormwater runoff from Northgate Parkway and Dundee Road in order to meet requirements set forth by the Metropolitan Water Reclamation District.

Ganziano Sewer and Water, Inc. was paid \$209,916 for storm sewer construction at Northgate and Dundee Road.

Hampton Lenzini and Renwick, Inc. were paid \$154,922 for survey and land services, design engineering, permitting, and additional services related to reducing sediment caused by erosion of the streambank, to prevent loss of vegetation and to improve water quality.

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.

A retail build-out grant in the amount of \$27,400, and an event sponsorship grant of \$10,000 were provided to MP Kitchen and Bar and WTC LLC, respectively.

Indian Trails Public Library District received \$28,368 as a reimbursement for residents of the Northgate Crossing and Wheeling Town Center apartments who have received library cards.

Township High School District 214 received \$86,476 as a reimbursement for residents of the Northgate Crossing and Wheeling Town Center apartments who have children in the school district.

Additional expenditures were incurred for legal fees, paying agent fees, business recruitment subscriptions, training 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. 23- 098

RESOLUTION AWARDING A DEVELOPMENT SPONSORSHIP EVENT GRANT TO WHEELING TOWN CENTER, 375 W. DUNDEE ROAD

WHEREAS, the Wheeling Town Center development team has submitted a request for a Wheeling Development Sponsorship Event Grant that would assist with the provision of the Thursday Nights Live summer concert series; and

WHEREAS, the Village Manager has reviewed the grant request and submitted a recommendation to the Village Board that the requestor be awarded up to \$10,000 for the outlined community events based on eligibility under the Wheeling Development Sponsorship Event Grant program; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of the Village Manager and have found awarding a Development Sponsorship Event Grant to Wheeling Town Center to be in the Village's best interest;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Board hereby finds Wheeling Town Center to be eligible for the Wheeling Development Sponsorship Event Grant program and awards up to ten thousand dollars (\$10,000.00) to Wheeling Town Center at 375 W. Dundee Road, Wheeling, Illinois, for the purpose of providing twenty-two weeks of community entertainment within the public plaza space at the subject property, in accordance with the Wheeling Development Sponsorship Event Grant program.

Trustee Papantos moved, seconded by Trustee Krueger that Resolution No. 23 - 098 be adopted.

President Horcher	<u>Ahp</u>	Trustee Ruffatto	<u>Ahp</u>
Trustee Krueger	<u>Ahp</u>	Trustee Vito	<u>Ahp</u>
Trustee Lang	<u>Ahp</u>	Trustee Vogel	<u>Ahp</u>
Trustee Papantos	<u>Ahp</u>		

APPROVED this 19th<sup>th</sup> day of June, 2023 by the President and Board of Trustees of the Village of Wheeling, Illinois

ATTEST:

Kathryn M. Brady  
Kathryn M. Brady, Village Clerk



Patrick Horcher  
Patrick Horcher, Village President



## Agenda Item Details

Meeting	Jun 19, 2023 - 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	K. Resolution Awarding a Development Sponsorship Event Grant to Wheeling Town Center, 375 W. Dundee Road
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Town Center II TIF
Recommended Action	Motion to Approve
Goals	Residential Life

## Public Content

**From:** Jon Sfondilis, Village Manager

**Subject:** Development Sponsorship Event Grant for Wheeling Town Center

### EXECUTIVE SUMMARY

Through the FY2023 budget process, the Village of Wheeling created the Wheeling Development Sponsorship Event Grant program, which provides financial support for community events in accordance with specific criteria. Wheeling Town Center has applied for the maximum allotment of \$10,000 in order to provide 22 weeks of the "Thursday Nights Live" summer concert series to be held in the public plaza at Town Center.

### MEMO

#### Background:

Recognizing the public value of large community events, the Village Board has established a means of providing support for qualifying public activities hosted by private development groups in certain circumstances. Brad Friedman, representing the Wheeling Town Center, has submitted a letter requesting Village support for the successful "Thursday Nights Live" summer concert series. The appeal is for \$10,000. The event(s) meets the specific and general requirements of the grant program.

#### Strategic Plan Theme:

Residential Life

[Th Nights Live request for financial assistance.pdf \(177 KB\)](#)

[Resolution\\_Wheeling Town Center grant.pdf \(14 KB\)](#)

## Administrative Content

## **Executive Content**

*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.*

RESOLUTION NO. 23- 118

**RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH CIORBA GROUP INC. FOR PHASE 2 DESIGN FOR THE WHEELING ROAD IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$661,819**

**WHEREAS**, Wheeling Road between Dundee and Palatine Roads is rated between poor and good condition based on a Pavement Condition Index (PCI) assessment; and

**WHEREAS**, in July 2021, Public Works sent a Request for Statement of Qualifications (RSQ) to various firms, soliciting professional engineering services to assist the Village with its capital improvement projects; and

**WHEREAS**, Public Works selected Ciorba Group Inc. as one of the qualified firms in the transportation category; and

**WHEREAS**, Ciorba Group Inc. has completed Phase 1 of the Wheeling Road Improvements Project; and

**WHEREAS**, Public Works has been satisfied with Ciorba's past work performance and cost of services, and is confident in its ability to perform the engineering services required for Phase 2 of Wheeling Road Improvements Project; and

**WHEREAS**, it is determined to be in the best interest of the Village of Wheeling to accept the attached engineering agreement from the Ciorba Group Inc. for Phase 2 design services involving the Wheeling Road Improvements Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President is hereby authorized to accept the agreement from Ciorba Group Inc., as attached hereto, in an amount not to exceed \$661,819.

Trustee RUFFATO moved, second by Trustee VOGEL that Resolution No. 23- 118 be adopted.

President Horcher	<u>Agp</u>		
Trustee Krueger	<u>ABSENT</u>	Trustee Ruffatto	<u>Agp</u>
Trustee Lang	<u>Agp</u>	Trustee Vito	<u>Agp</u>
Trustee Papantos	<u>Agp</u>	Trustee Vogel	<u>Agp</u>

**ADOPTED** this 21st day of August 2023, by the President and Board of Trustees of the Village of Wheeling, Illinois.

**ATTEST:**

Kathryn M. Brady  
Kathryn M. Brady, Village Clerk



Patrick Horcher  
Patrick Horcher, Village President



# Local Public Agency Engineering Services Agreement

Agreement For  Agreement Type

Using Federal Funds?  Yes  No

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Wheeling	Cook	21-00090-00-PV	
Project Number	Contact Name	Phone Number	Email
	Dan Kaup	(847) 279-6901	dkaup@wheelingil.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wheeling Road	FAU 2682	2.08 miles	
Location Termini			<input type="button" value="Add Location"/>
Palatine Road to Dundee Road (IL Route 68)			<input type="button" value="Remove Location"/>

Project Description

Roadway reconstruction and rehabilitation; sidewalk and multi-use path construction; safety enhancements at two pedestrian mid-block crossings; traffic signal modernization; roadway lighting; culvert replacement; drainage improvements.

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Ciorba Group, Inc.	Duane O'Laughlin	(773) 775-4009	dolaughlin@ciorba.com
Address	City	State	Zip Code
8725 W. Higgins Road, Suite 600	Chicago	IL	60631

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor: Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:      Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where  $FF = (0.33 + R) DL + \%SubDL$ , where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Ciorba Group, Inc.	36-2525351	\$589,234.00
<b>Subconsultants</b>		
Huff & Huff, Inc.	36-3044842	\$56,809.00
Soil and Material Consultants, Inc.	36-3094075	\$15,776.00
Subconsultant Total		\$72,585.00
Prime Consultant Total		\$589,234.00
Total for all work		\$661,819.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

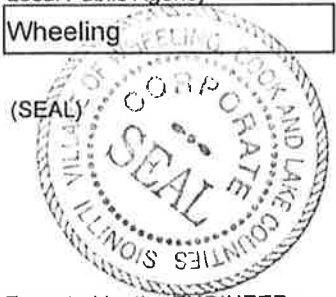
Attest: The Village of Wheeling

By (Signature & Date)
Kathryn M Bell

By (Signature & Date)
Patricia Yonke

Local Public Agency Local Public Agency Type
Wheeling Village Clerk

Title
VILLAGE PRESIDENT



Executed by the ENGINEER:

Prime Consultant (Firm) Name
Ciorba Group, Inc.

By (Signature & Date)
Diane O'Leary 8/28/2023
Title
Chief Operating Officer

By (Signature & Date)
Melissa Bush 8/28/2023
Title
Chief Financial Officer

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Jose Rios GF 9/7/2023



## Agenda Item Details

Meeting	Aug 21, 2023 - 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	E. Resolution Approving an Engineering Agreement with Ciorba Group Inc. for Phase 2 Design for the Wheeling Road Improvements Project in an Amount Not to Exceed \$661,819
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	661,819.00
Budgeted	Yes
Budget Source	Rebuild Illinois and TIF Funds
Recommended Action	Motion to Approve
Goals	Transportation & Infrastructure

## Public Content

**From:** Dan Kaup, Director of Public Works

**Subject:** Engineering Services Agreement with Ciorba Group Inc. for Phase 2 Design of the Wheeling Road Improvements Project CIP# MFT-04/22.11.04

### EXECUTIVE SUMMARY

The attached resolution approves an engineering services agreement with Ciorba Group Inc., for Phase 2 design for the Wheeling Road Improvements Project in an amount not to exceed \$661,819; the overall contract amount is \$1,011,819. The remaining \$350,000 of this contract will be funded by an Invest in Cook Grant. When the official notice of award from the Invest in Cook Grant is received it will be forwarded to the Village Board for approval at a public meeting. This design for Wheeling Road will move the project one step closer to being shovel-ready and will help to secure Surface Transportation Program (STP) funding.

### MEMO

#### Background:

Wheeling Road between Dundee and Palatine Roads is rated between poor and good condition based on a Pavement Condition Index (PCI) assessment; the 11,000 feet of road will require street reconstruction, storm sewer installation and modification, sidewalk repair, new sidewalk sections, and new street lighting. The cost for the Wheeling Road Improvements project is estimated at \$18.5 million, far exceeding any typical budget-year expenditure funded through Motor Fuel Tax revenue.

On June 7, 2021, the Village contracted with Ciorba Group Inc. to perform Phase 1 engineering for this project. This phase included submitting to the STP Local Program in 2022 and the STP Shared Fund Program in 2023 for consideration.

#### Discussion:

Public Works personnel have worked closely with Ciorba Group Inc. for many years on numerous engineering projects, including most recently Phase I Engineering for the Wheeling Road Reconstruction Project. Public Works has been satisfied with Ciorba Group's work product and cost of services and is confident in the ability of their personnel to perform the engineering services required for the Phase 2 Design of the Wheeling Road Improvements Project.

Having Phase 2 design underway will give the Wheeling Road Project a much better opportunity to score well with the Surface Transportation Program (STP) Committee. The attached resolution approves an engineering services agreement with Ciorba Group Inc. for Phase 2 design work in FY 2023 for the Wheeling Road Improvements Project in an amount not to exceed \$661,819 of an overall contract of \$1,011,819. The remaining \$350,000 of this contract will be funded by an Invest in Cook Grant. When the official notice of award from the Invest in Cook Grant is received it will be submitted to the Village Board for consideration.

**Budget:**

The Village received a \$350,000 grant from Invest in Cook, and 21.9% of Wheeling Road is in the Town Center-II TIF District, which can be utilized to fund \$221,588 of the Phase 2 design fee. The remaining \$440,231 will be paid with Rebuild Illinois Funds. \$700,000 of Rebuild Illinois Funds have been allocated in the Capital Improvement Plan for these services in FY 2023.

**Strategic Plan:**

Transportation and Infrastructure

Wheeling Road Phase II Agreement\_08172023.pdf (2,372 KB)

Resolution Ciorba Wheeling Rd PH2.pdf (15 KB)

**Administrative Content**

**Executive Content**

*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.*

RESOLUTION NO. 23- 134

**RESOLUTION APPROVING A PROPOSAL FROM GEWALT HAMILTON ASSOCIATES, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE NORTHGATE AND DUNDEE STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED \$33,000**

**WHEREAS**, the Northgate and Dundee Storm Sewer Project involves installing new storm sewer and redirecting some existing storm sewer; and

**WHEREAS**, given the extensive and complicated scope of work for these improvements, Public Works has determined that it is necessary for a qualified consulting firm to be retained to provide construction supervision for the specified improvements; and

**WHEREAS**, Gewalt Hamilton Associates, Inc. designed this project, and Public Works staff is confident in their abilities to perform the subject construction supervision; and


**WHEREAS**, it is in the best interest of the Village to accept the submitted construction engineering services agreement with Gewalt Hamilton Associates, Inc. for the Northgate and Dundee Storm Sewer Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village Manager is hereby authorized and directed to execute a contract with Gewalt Hamilton Associates, Inc. for construction engineering services for the Northgate and Dundee Storm Sewer Project in an amount not to exceed \$33,000.

Trustee RUFFATTO moved, second by Trustee PAPANTOS, that Resolution No. 23- 134 be adopted.

President Horcher	<u>Aye</u>		
Trustee Krueger	<u>ABSENT</u>	Trustee Ruffatto	<u>Aye</u>
Trustee Lang	<u>ABSENT</u>	Trustee Vito	<u>Aye</u>
Trustee Papantos	<u>Aye</u>	Trustee Vogel	<u>ABSENT</u>

ADOPTED this 16th day of October, 2023, by the President and Board of Trustees of the Village of Wheeling, Illinois.



Patrick Horcher  
Patrick Horcher, Village President

ATTEST:  
Kathryn M Brady  
Kathryn M. Brady, Village Clerk

October 5, 2023



625 Forest Edge Drive, Vernon Hills, IL 60061  
TEL 847.478.9700 ■ FAX 847.478.9701

[www.gha-engineers.com](http://www.gha-engineers.com)

**Mr. Dan Kaup**  
**Director of Public Works**  
**Village of Wheeling**  
77 W. Hintz Road  
Wheeling, IL 60090

**Re: Work Order for Construction Engineering Services**  
**Northgate Parkway-Dundee Road Storm Sewer**  
GHA Proposal No. 2023.CS120

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal to assist the Village of Wheeling with construction engineering services for the proposed Northgate Parkway-Dundee Road Storm Sewer project.

As discussed with the MWRD based on the terms of the Lake Heritage IGA as amended, the Village of Wheeling has agreed to construct storm sewer improvements to redirect existing impervious area into Lake Heritage via an existing 72" storm sewer on Dundee Road just east of Northgate Parkway. This work is a requirement in order for Lake Heritage detention credits to continue to be utilized for future development.

### **Scope of Services**

The scope of services consists of providing construction engineering services for the proposed storm sewer improvements. The work required consists of the following primary tasks, detailed below:

1. Construction Engineering and Observation Services
  - GHA will serve as the Village's representative in the field on the construction project.
  - GHA will coordinate and attend one (1) pre-construction meeting and provide the meeting attendees with a summary in the form of minutes for their records.
  - GHA will provide construction management to include the following: Enforce the contract and specification requirements, provide necessary contact to ensure Contractor's continued progress, prepare necessary contract change orders (when authorized by the Village), review contractor's pay request and provide recommendations for payment.
  - Construction engineering and observation services will be full time as needed once the contractor mobilizes, anticipated to be in early November. The work is expected to be completed in approximately 6-8 weeks. Various preconstruction coordination is required prior to construction, while punchlist preparation and quantity/pay request reviews extend beyond completion of construction operations.

- GHA will maintain the project quantity book over the duration of construction.
- GHA will maintain daily reports for the days that we are on-site and the weekly summary report over the duration of the project.

2. Project Closeout Documentation

- GHA will prepare a project punch list at the completion of major construction activities and will follow up with the contractor regarding its timely completion.
- Upon final completion, GHA will review the contractor's final pay request and provide recommendation for final payment and permit closeout.

**Compensation for Services**

Billing for the project will be on a time and material basis with an estimated budget of \$33,000.00 per the summary shown below.

<b>Task</b>	<b>Estimated Fee</b>
Construction Engineering Services	\$29,000.00
Project Closeout Documentation	\$2,500.00
Estimated Reimbursable Expenses	\$1,500.00
<b>Total Not-to-Exceed Fee</b>	<b>\$33,000.00</b>

This fee will not be exceeded without written prior approval of the Village. GHA will provide invoices monthly and will keep the Village informed as to the total amount of fees incurred for the project. Reimbursable expenses, including items such as printing, messenger service, mileage, etc., will be billed direct to the Village of Wheeling without markup. We anticipate that reimbursable expenses will be less than \$1,500.00 for this project. Invoices will be submitted on a monthly basis and will detail services performed.

**General Conditions**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

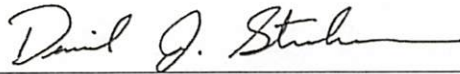
By signing below you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Village of Wheeling

Submitted By:

Accepted By:



Daniel J. Strahan, P.E., CFM

Name: Jon A. SFONDILIS

Senior Engineer

Title: VILLAGE MANAGER

Date: OCTOBER 16, 2023

Encl.: Attachment A  
GHA Hourly Rates



## Agenda Item Details

Meeting	Oct 16, 2023 - 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	J. Resolution Approving a Proposal from Gewalt Hamilton Associates, Inc. to Provide Construction Engineering Services for the Northgate and Dundee Storm Sewer Project in an Amount Not to Exceed \$33,000
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	33,000.00
Budgeted	Yes
Budget Source	Town Center-II TIF
Recommended Action	Motion to Approve

## Public Content

**From:** Dan Kaup, Director of Public Works

**Subject:** Construction Engineering Services Agreement with Gewalt Hamilton Associates, Inc. For Northgate and Dundee Storm Sewer CIP Project # 23.4500.02

### EXECUTIVE SUMMARY

Public Works requests approval of a \$33,000 professional services agreement with Gewalt Hamilton Associates, Inc. to provide construction engineering services for the Northgate and Dundee Storm Sewer Project, a project which would redirect stormwater runoff to Heritage Lake. Approximately 650 feet of storm sewer will be installed as the result of this project. Funds for this project are available in the Town Center-II TIF fund.

## MEMO

### Background:

The Village previously entered into an agreement with the Metropolitan Water Reclamation District (MWRD) to utilize offsite detention credits within Heritage Lake by redirecting an equivalent tributary runoff area to the lake. The Landing on Dundee (formerly the Whitley of Wheeling) was permitted and constructed with limited onsite stormwater detention due to site limitations and lack of conveyance to the Heritage Lake regional basin. While the development was allowed to proceed, the Village agreed at the time of acceptance that the stormwater runoff from the property would be redirected to Heritage Lake at a later date. The Heritage Lake stormwater compensatory storage and detention credits available to the Village for future development purposes are temporarily frozen until a permit submittal is made to redirect this stormwater runoff. The Northgate and Dundee Storm Sewer Project would redirect runoff to Heritage Lake as per the agreement with MWRD, and satisfy the requirement of the Landing to redirect stormwater runoff to the lake.

### Discussion:

Public Works personnel do not have the ability to perform all required engineering inspection services necessary for the numerous projects contracted during a given fiscal year. Gewalt Hamilton Associates, Inc. provided design and construction documents for this project, and is therefore well positioned to provide related engineering inspection services. (A resolution awarding an associated construction contract precedes this item on the agenda.) Staff anticipates that this project will begin in November and will be completed by the end of the year.

### Budget:

Town Center-II TIF Funds in the amount of \$25,000 are budgeted for these services during FY2023.

### Recommendation:

A project of this magnitude requires that a qualified consulting firm be retained to provide construction supervision for the specified improvements. Public Works is requesting approval of the attached agreement with Gewalt Hamilton Associates, Inc. to perform construction engineering services in an amount not to exceed \$33,000.

**Strategic Plan:**  
Economic Development

[2023.CS120 - Wheeling - Northgate-Dundee Storm Sewer RE.pdf \(471 KB\)](#)

[Resolution Const Eng GHA 2023.pdf \(15 KB\)](#)

## **Administrative Content**

## **Executive Content**

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# Kimley»Horn

October 10, 2023

Ross Klicker  
Director of Community Development  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090

Re: Letter Agreement for Professional Services for  
***Wheeling Town Center Assessment***  
***375 W Dundee Rd, Wheeling, IL 60090***

Dear Ross:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the Village of Wheeling, IL ("Client") for providing professional planning and design services to identify potential aesthetic and operational improvements to the Wheeling Town Center.

## **Project Understanding**

Kimley-Horn understands that the Village of Wheeling would like to identify potential enhancements to the Town Center development (see attachment for Site Study limits) that would have a near-term impact on character, operations, and its ability to attract visitors and potential tenants.

## **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

### ***Task 1: Site Assessment***

Kimley-Horn will conduct in-field review to document existing conditions and identify current Town Center aesthetic and operational challenges associated with the following categories:

- **Site and building signage**, including location placement, readability, letter sizes, color, and contrast.
- **Pedestrian circulation**, both within the development as well as connections to the development from surrounding sites. Network gaps will be identified.
- **Vehicular circulation**, both within the development and connections from the development to Dundee Road and surrounding sites. In addition, traffic control will be reviewed for internal/onsite intersections.
- **Parking**, including the various identified parking zones within the area, such as commuter parking, residential parking, park district parking, and retail parking. Review the parking access and circulation, location, restrictions, hours, and signage for each.
- **Lighting**, including the pedestrian streetlights, parking lot lights, and other decorative lighting on the site. Assess the character of the poles and fixtures, the locations of the lights, and the general quality of the lighting.

- **Streetscape, Landscape, and Urban Character.** Review the paved and landscape areas within the development, including sidewalk widths, solar access, outdoor dining options, and programming potential. Review the site furniture and how well it fits the goals of the site and the overall aesthetic. Assess the character, maintenance, and flexibility of streetscape areas and amenities.

Kimley-Horn will prepare summary narrative and accompanying maps, graphics, reference photos, and other exhibits to explain the existing conditions and identified site challenges.

### ***Task 2: Recommendations***

Kimley-Horn will prepare conceptual recommendations for the following, as limited below:

- **Site and building signage.** Recommendations for modifications to the design of directional signs and parking signs, providing up to two (2) sketch concepts of each sign type, up to four (4) sketches total. Where appropriate, we will recommend modifications to overall building signage to enhance visibility and allow for visual interest, identity, and character, including location, orientation, and graphic adjustments. We will provide up to two (2) sketch concepts of modified building signs.
- **Pedestrian circulation.** Potential improvements will be identified to create better circulation, including potential modifications to pedestrian crossing locations and signage. These improvements will be highlighted on an overall graphic with appropriate detail to convey the recommendation. Design drawings or construction documents are not included in this task.
- **Vehicular Circulation.** Potential improvements will be identified to create better circulation. Where appropriate we will recommend modifications to striping, traffic signage, and other elements. Should the Village require traffic counts or capacity analyses, an amendment to this Agreement will be required.
- **Parking.** Identify potential modifications to better support the development and provide appropriate and well-defined parking for the various uses. Recommendations related to parking supply and/or parking occupancy counts are not included in this task. Should the Village require a parking study, an amendment to this Agreement will be required.
- **Lighting.** Provide recommendations on fixture types, pole types, mounting heights, light locations, additional lighting, and other modifications.
- **Streetscape/Landscape/Urban Design.** We will prepare up to three (3) concept sketches for modifications or improvements to various areas within the development. Potential suggestions may include modifications to planting beds, paving, site furniture, or the removal or creation of amenities.

Kimley-Horn will also generate order-of-magnitude costs for the proposed recommendations. We will prepare a presentation identifying issues and concepts and illustrations or recommended improvements and meet with Village staff to review. Kimley-Horn will make one round of revisions to the concepts and suggestions based on staff input.

### ***Task 3 – Village Board Presentation***

Kimley-Horn will prepare for and attend a Board presentation to communicate the various projects and potential costs the Village could undertake to enhance the Town Center.



### Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Civil engineering
- Detail design drawings or construction documents
- Traffic studies
- Parking studies
- Lighting photometrics
- Electrical engineering

### Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Plans, digital base files, GIS data, and applicable documents related to the site.

### Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: Kimley-Horn will provide initial analysis and recommendations to staff within 6 weeks of received an executed agreement.

### Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Analysis	\$	7,000
Task 2 Recommendations	\$	9,500
Task 3 Village Board Presentation	\$	1,500
Total Lump Sum Fee	\$	18,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the Village of Wheeling.

# Kimley»»Horn

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to rklicker@wheelingil.gov

Please copy Lbecker@wheelingil.gov

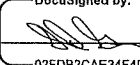
To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

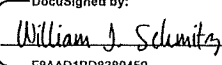
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:  \_\_\_\_\_  
DocuSigned by:  
02FDB2CAE34F4D1...

Printed Name: Daniel Grove, RLA, AICP

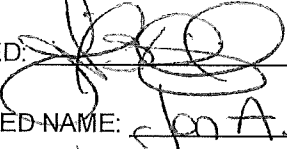
Title: Associate

Signed:  \_\_\_\_\_  
DocuSigned by:  
F8AAD1BD8380459...

Printed Name: William Schmitz

Title: Associate

VILLAGE OF WHEELING, IL

SIGNED:  \_\_\_\_\_  
PRINTED NAME: Jon A. Stankis

TITLE: Village Manager

DATE: October 31, 2023

Client's Federal Tax ID: \_\_\_\_\_  
Client's Business License No.: \_\_\_\_\_  
Client's Street Address: \_\_\_\_\_  
\_\_\_\_\_

Attachment – Site Study Area  
Attachment – Standard Provisions



200 West Madison | Suite 3500 | Chicago, IL 60606-3417

WRITER'S DIRECT NUMBER: (312) 726-2515  
EMAIL: [AUSTIN.ROOT@ICEMILLER.COM](mailto:AUSTIN.ROOT@ICEMILLER.COM)

October 26, 2023

**Via Federal Express**Mr. Michael Kaplan, Finance Director  
Village of Wheeling  
2 Community Boulevard  
Wheeling, Illinois 60090***RE: Village of Wheeling Revenue Note***

Dear Mr. Kaplan:

As discussed, enclosed for signature is the Village of Wheeling Note to re-resign and send to Amalgamated Bank. I am also enclosing a pre-addressed Federal Express envelope to send the signed Note directly to Erika Forshtay at Amalgamated.

Let me know if you have any questions.

Very truly yours,

ICE MILLER LLP

A handwritten signature in blue ink that reads "Austin Root".

Austin Root

Enclosures

REGISTERED

PRINCIPAL AMOUNT

No. R-1

\$4,500,000.00

**UNITED STATES OF AMERICA**  
**STATE OF ILLINOIS**  
**COUNTIES OF COOK AND LAKE**  
**VILLAGE OF WHEELING**  
**TAX INCREMENT ALLOCATION REVENUE NOTE**  
**(UPTOWN 500)**  
**SERIES 2023A**

Registered Owner: Uptown 500, LLC

Date Issued: July 13, 2023

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Village of Wheeling, Cook and Lake Counties, Illinois (the “Village”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, but solely from the sources hereinafter identified, the principal amount of this TIF Revenue Note and any accrued interest in accordance with that certain Redevelopment Agreement dated May 1, 2019, between the Village and Uptown 500 LLC, a Delaware limited liability company (the “Developer”), as approved by Ordinance No. 5184, adopted May 21, 2018, as amended by a First Amendment to Redevelopment Agreement dated August 2, 2021, between the Village and the Developer (together, the “Redevelopment Agreement”); said Redevelopment Agreement, and the terms thereof, being incorporated herein by reference, and made a part hereof. This TIF Revenue Note shall not exceed Four Million Five Hundred Thousand and No/100 dollars (\$4,500,000.00) in total principal amount. Interest on the unpaid principal amount of this TIF Revenue Note shall be simple interest which shall accrue at the rate of 3.00% annually, as specified in Section 6.2 of the Redevelopment Agreement. Principal of and interest on this TIF Revenue Note are payable as set forth in Section 6.2 of the Redevelopment Agreement, solely from the Net Incremental Property Taxes, as such term is defined in Article 2 of the Redevelopment Agreement and subject to all provisions, defaults and remedies of the Redevelopment Agreement.

The principal of and interest on this TIF Revenue Note are payable in lawful money of the United States of America, and shall be paid to the Registered Owner hereof as shown on the registration books of the Village maintained by Amalgamated Bank of Chicago, Chicago, Illinois, as registrar and paying agent (the “Registrar”), at the close of business on December 1st of each year, and shall be paid by wire transfer, payable in lawful money of the United States of America, wired to the bank account of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar.

This TIF Revenue Note is issued by the Village in fully registered form in the aggregate shall not exceed Four Million Five Hundred Thousand and No/100 dollars (\$4,500,000.00) for the purpose of paying or reimbursing certain Eligible Improvement Costs (as such term is defined in the Redevelopment Agreement), incurred by the Developer in connection with the development of the Project, as defined in the Redevelopment Agreement, within the Village's Town Center II TIF District, all in accordance with the Constitution and the laws of the State of Illinois, and, particularly, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4 et seq.), (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1 et seq.), the home rule powers of the Village, and the Redevelopment Agreement.

The Village has assigned and pledged the Net Incremental Property Taxes (as defined in the Redevelopment Agreement), which the Village is entitled to receive pursuant to State law, and in particular the TIF Act, in order to pay the principal of and interest of this TIF Revenue Note. Reference is hereby made to the aforesaid Redevelopment Agreement for a description with respect to the determination, custody and application of said Net Incremental Property Taxes, the nature and extent of such security with respect to this TIF Revenue Note and the terms and conditions under which this TIF Revenue Note is issued and secured. THIS TIF REVENUE NOTE IS NOT A GENERAL OR MORAL OBLIGATION OF THE VILLAGE BUT IS SOLELY A SPECIAL LIMITED OBLIGATION OF THE VILLAGE AND IS PAYABLE SOLELY FROM NET INCREMENTAL PROPERTY TAXES ON DEPOSIT IN THE SPECIAL ALLOCATION FUND AS DEFINED IN ARTICLE 2 OF THE REDEVELOPMENT AGREEMENT, SUBJECT TO ALL PROVISIONS THEREOF, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID REVENUE SOURCES AND SPECIAL ALLOCATION FUND. THIS TIF REVENUE NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS TIF REVENUE NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS TIF REVENUE NOTE.

The principal and interest on this TIF Revenue Note is subject to prepayment or redemption, without penalty, in the Village's sole discretion, subject to the terms of the Redevelopment Agreement.

This TIF Revenue Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in Section 6.2(e) of the Redevelopment Agreement, and upon surrender and cancellation of this TIF Revenue Note. The Registrar shall not be required to transfer this TIF Revenue Note after notice calling this TIF Revenue Note or a portion hereof for prepayment or redemption has been

mailed, nor during a period of five (5) business days next preceding mailing of a notice of prepayment or redemption of this TIF Revenue Note. Such transfer shall be in accordance with the form at the end of this TIF Revenue Note and the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, the Developer has agreed to construct the Project and to advance funds for the incurrence under the TIF Act of certain Eligible Improvement Costs (as defined in the Redevelopment Agreement) related to the Project.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the Village nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this TIF Revenue Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this TIF Revenue Note, together with all other obligations of the Village does not exceed or violate any constitutional or statutory limitation applicable to the Village.

This TIF Revenue Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the Village of Wheeling, Cook and Lake Counties, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this TIF Revenue Note to be signed by the duly authorized manual or facsimile signature of the Village President and attested by the duly authorized manual or facsimile signature of the Village Clerk of the Village, all as of July 13, 2023.

**VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS**

*Patrick Forchey*  
\_\_\_\_\_  
Village President

(SEAL)

Attest:

*Kathryn M. Bell*  
\_\_\_\_\_  
Village Clerk



CERTIFICATE  
OF  
AUTHENTICATION

Registrar and Paying Agent:  
Amalgamated Bank of  
Chicago, Chicago, Illinois

This TIF Revenue Note is described in the within mentioned Redevelopment Agreement is valued at Four Million Five Hundred Thousand and No/100 dollars (\$4,500,000.00) and is one of the Tax Increment Allocation Revenue Notes (Uptown 500), Series 2023A, of the Village of Wheeling, Cook and Lake Counties, Illinois

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Authorized Officer

---

Date:

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within TIF Revenue Note and does hereby irrevocably constitute and appoint attorney to transfer the said TIF Revenue Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of this TIF Revenue Note in every particular, without alteration or enlargement or any change whatever.

Consented to as of: \_\_\_\_\_

Village of Wheeling, Illinois

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

Title: Village President

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes**  
**Developer Note Summary**

**Tax-Exempt Developer Note/Subordiante Note Series**  
**Issued Upon Certificate of Completion**  
**Amortized Through 2033**

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Net Present Value (6.25%) Incrmental Taxes (2018 - 2037)	\$11,237,389
Coverage	<u>1.25</u>
Par Value of Senior Note	\$ 8,989,911
Capitalized Interest (1-Year)	\$ 606,819
Reserve Fund (10%)	\$ 898,991
Closing Costs	<u>\$ 269,697</u>
Net Proceeds of Sale	<u><u>\$ 7,214,404</u></u>
Subordiante Note	<u><u>\$2,247,478</u></u>

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes**  
**Summary of Cash Flow**

Collection Year	TIF Cash Flow Projections - Residential (See Table 3 for Detail)		TIF Cash Flow Projections - Retail (See Table 2 for Detail)		City Fee (5%)	Total Pledged to Notes
2018	\$	-	\$	-	\$	-
2019	\$	0	\$	0	\$	0
2020	\$	0	\$	0	\$	0
2021	\$	1,103,662	\$	83,114	\$	1,127,438
2022	\$	1,188,950	\$	89,931	\$	1,214,937
2023	\$	1,188,950	\$	89,931	\$	1,214,937
2024	\$	1,188,950	\$	89,931	\$	1,214,937
2025	\$	1,280,795	\$	97,272	\$	1,309,163
2026	\$	1,280,795	\$	97,272	\$	1,309,163
2027	\$	1,280,795	\$	97,272	\$	1,309,163
2028	\$	1,379,702	\$	105,177	\$	1,410,635
2029	\$	1,379,702	\$	105,177	\$	1,410,635
2030	\$	1,379,702	\$	105,177	\$	1,410,635
2031	\$	1,486,214	\$	113,690	\$	1,519,909
2032	\$	1,486,214	\$	113,690	\$	1,519,909
2033	\$	1,486,214	\$	113,690	\$	1,519,909
2034	\$	1,600,916	\$	122,858	\$	1,637,586
2035	\$	1,600,916	\$	122,858	\$	1,637,586
2036	\$	1,600,916	\$	122,858	\$	1,637,586
2037						
Total	\$	21,913,395	\$	1,669,896	\$	22,404,127
Net Present Value (8%)						\$11,027,907.91
Percentage to get to 6.5 million						58.94%
Par Value of Note						\$6,500,000.00
Net Present Value (6.8%)						\$12,129,386
Amount Pledged						58.94%
Par Value of Note at 6.8%						\$7,149,226
Difference in Par Value						\$649,226

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes - Residential**

	2018	2019	2020	2021
<b>Total Estimated FMV</b>				
Residential	\$ 0	\$ 0	\$ 33,217,921	\$ 35,772,067
Total Estimated FMV of the Project	\$ 0	\$ -	\$ 33,217,921	\$ 35,772,067
Commercial Assessment Rate	10%	10%	10%	10%
Estimated Assessed Value of Commercial	\$ 0	\$ -	\$ 3,321,792	\$ 3,577,207
Equalization Factor	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ -	\$ -	\$ 9,311,648	\$ 10,027,626
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ (46,516)	\$ (46,516)	\$ 9,265,132	\$ 9,981,110
Property Tax Rate	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ -	\$ 0	\$ 0	\$ 1,103,662

(1) A one-year lag from assessment to collection is assumed.

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes - Residential**

	2022	2023	2024	2025
<b>Total Estimated FMV</b>				
Residential	\$ 35,772,067	\$ 35,772,067	\$ 38,522,604	\$ 38,522,604
Total Estimated FMV of the Project	\$ 35,772,067	\$ 35,772,067	\$ 38,522,604	\$ 38,522,604
Commercial Assessment Rate	10%	10%	10%	10%
Estimated Assessed Value of Commercial	\$ 3,577,207	\$ 3,577,207	\$ 3,852,260	\$ 3,852,260
Equalization Factor	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 10,027,626	\$ 10,027,626	\$ 10,798,656	\$ 10,798,656
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 9,981,110	\$ 9,981,110	\$ 10,752,140	\$ 10,752,140
Property Tax Rate	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ 1,188,950	\$ 1,188,950	\$ 1,188,950	\$ 1,280,795

(1) A one-year lag from assessment to collection is assumed.

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes - Residential**

	2026	2027	2028	2029
<b>Total Estimated FMV</b>				
Residential	\$ 38,522,604	\$ 41,484,631	\$ 41,484,631	\$ 41,484,631
Total Estimated FMV of the Project	\$ 38,522,604	\$ 41,484,631	\$ 41,484,631	\$ 41,484,631
Commercial Assessment Rate	10%	10%	10%	10%
Estimated Assessed Value of Commercial	\$ 3,852,260	\$ 4,148,463	\$ 4,148,463	\$ 4,148,463
Equalization Factor	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 10,798,656	\$ 11,628,972	\$ 11,628,972	\$ 11,628,972
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 10,752,140	\$ 11,582,456	\$ 11,582,456	\$ 11,582,456
Property Tax Rate	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ 1,280,795	\$ 1,280,795	\$ 1,379,702	\$ 1,379,702

(1) A one-year lag from assessment to collection is assumed.

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes - Residential**

	2030	2031	2032	2033	2034
<b>Total Estimated FMV</b>					
Residential	\$ 44,674,410	\$ 44,674,410	\$ 44,674,410	\$ 48,109,454	\$ 48,109,454
Total Estimated FMV of the Project	\$ 44,674,410	\$ 44,674,410	\$ 44,674,410	\$ 48,109,454	\$ 48,109,454
Commercial Assessment Rate	10%	10%	10%	10%	10%
Estimated Assessed Value of Commercial	\$ 4,467,441	\$ 4,467,441	\$ 4,467,441	\$ 4,810,945	\$ 4,810,945
Equalization Factor	2.8032	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 12,523,131	\$ 12,523,131	\$ 12,523,131	\$ 13,486,042	\$ 13,486,042
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 12,476,615	\$ 12,476,615	\$ 12,476,615	\$ 13,439,526	\$ 13,439,526
Property Tax Rate	11.912%	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ 1,379,702	\$ 1,486,214	\$ 1,486,214	\$ 1,486,214	\$ 1,600,916

(1) A one-year lag from assessment to collection is assumed.

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes - Residential**

	2035	2036	2037
<b>Total Estimated FMV</b>			
Residential	\$ 48,109,454	\$ 51,808,620	\$ 51,808,620
Total Estimated FMV of the Project	\$ 48,109,454	\$ 51,808,620	\$ 51,808,620
Commercial Assessment Rate	10%	10%	10%
Estimated Assessed Value of Commercial	\$ 4,810,945	\$ 5,180,862	\$ 5,180,862
Equalization Factor	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 13,486,042	\$ 14,522,992	\$ 14,522,992
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 13,439,526	\$ 14,476,476	\$ 14,476,476
Property Tax Rate	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	<u>\$ 1,600,916</u>	<u>\$ 1,600,916</u>	<u>\$ 1,724,438</u>

(1) A one-year lag from assessment to collection is assumed.

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes**

	2018	2019	2020	2021	2022
<b>Total Estimated FMV</b>					
Retail	\$ 0	\$ 1,062,000	\$ 1,143,658	\$ 1,143,658	\$ 1,143,658
Total Estimated FMV of the Project	\$ 0	\$ -	\$ 1,062,000	\$ 1,143,658	\$ 1,143,658
Commercial Assessment Rate	25%	25%	25%	25%	25%
Estimated Assessed Value of Commercial	\$ 0	\$ -	\$ 265,500	\$ 285,914	\$ 285,914
Equalization Factor	2.8032	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ -	\$ -	\$ 744,250	\$ 801,475	\$ 801,475
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ (46,516)	\$ (46,516)	\$ 697,734	\$ 754,959	\$ 754,959
Property Tax Rate	11.912%	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ -	\$ 0	\$ 0	\$ 83,114	\$ 89,931

(1) A one-year lag from assessment to collection is assumed.



Wheeling  
Uptown 501  
Residential and Retail  
Incremental Property Taxes

	2023	2024	2025	2026	2027
<b>Total Estimated FMV</b>					
Retail	\$ 1,143,658	\$ 1,231,594	\$ 1,231,594	\$ 1,231,594	\$ 1,326,292
Total Estimated FMV of the Project	\$ 1,143,658	\$ 1,231,594	\$ 1,231,594	\$ 1,231,594	\$ 1,326,292
Commercial Assessment Rate	25%	25%	25%	25%	25%
Estimated Assessed Value of Commercial	\$ 285,914	\$ 307,899	\$ 307,899	\$ 307,899	\$ 331,573
Equalization Factor	2.8032	2.8032	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 801,475	\$ 863,101	\$ 863,101	\$ 863,101	\$ 929,466
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 754,959	\$ 816,585	\$ 816,585	\$ 816,585	\$ 882,950
Property Tax Rate	11.912%	11.912%	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	\$ 89,931	\$ 89,931	\$ 97,272	\$ 97,272	\$ 97,272

(1) A one-year lag from assessment to collection is assumed.



**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Incremental Property Taxes**

	2028	2029	2030
<b>Total Estimated FMV</b>			
Retail	\$ 1,326,292	\$ 1,326,292	\$ 1,428,272
Total Estimated FMV of the Project	\$ 1,326,292	\$ 1,326,292	\$ 1,428,272
Commercial Assessment Rate	25%	25%	25%
Estimated Assessed Value of Commercial	\$ 331,573	\$ 331,573	\$ 357,068
Equalization Factor	2.8032	2.8032	2.8032
Estimated Total EAV of Project Improvements	\$ 929,466	\$ 929,466	\$ 1,000,933
Less: Base EAV	\$ 46,516	\$ 46,516	\$ 46,516
Incremental EAV	\$ 882,950	\$ 882,950	\$ 954,417
Property Tax Rate	11.912%	11.912%	11.912%
Estimated Incremental Property Taxes (1)	<u>\$ 105,177</u>	<u>\$ 105,177</u>	<u>\$ 105,177</u>

(1) A one-year lag from assessment to collection is assumed.



**Wheeling  
Uptown 501  
Residential and Retail  
Assumptions**

**Base EAV of PINs**

PIN	Base EAV		
03-02-316-023			
03-02-316-083			
Total Base EAV for Site	<u>\$ 46,516</u>		
Assessment Ratio - Residential Property		10%	
Assessment Ratio - Commercial Property		25%	
Cook County Equalization Factor		2.8032	
Property Tax Rate (2)		2016	11.912%
Annual Reassessment Growth Factor		2.50%	
Compounded for Triennial Reassessment Cycle - Cook County (City of Chicago Assessed 2012 and again in 2015)		7.69%	

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Parking FMV**

<b>Rental Residential</b>	<b>2017 Start</b>
Units	276
Average Square Feet	
Total Square Feet	-
Monthly Rent Per Square Foot	
Total Monthly Rent	\$ 450,922
Total Annual Rent	\$ 5,411,064
Estimated Annual Expenses (of Revenues)	35%
Net Operating Income	\$ 3,517,192
Residential Capitalization Rate	9.00%
Capitalized Value	\$ 39,079,907
Discount Factor	15%
Estimated FMV for Purposes of the Cook County Assessor	\$ 33,217,921
Estimated Taxes Per Unit	\$ 4,019

**Wheeling**  
**Uptown 501**  
**Residential and Retail**  
**Retail FMV Assumptions**

**Estimated Fair Market Value ("FMV")**

First and Second Floor Retail	<u>12,000</u>	\$	<u>270,000</u>
Total	<u>12,000</u>	\$	<u>270,000</u>
Less: Estimated Non-Recoverable Expenses			
CAM (2%)		\$	5,400
Vacancy Factor (7%)		\$	18,900
Management Fee (2.5%)		\$	6,750
Estimated Net Operating Income of In-Line Retail		\$	238,950
Capitalization Rate			<u>9.00%</u>
Capitalized Value		\$	2,655,000
Less: Discount Factor			<u>60.0%</u>
Estimated FMV for Purposes of Cook County Assessor		\$	<u>1,062,000</u>
Estimated Taxes Per Square Foot		\$	<u>7.39</u>

## VILLAGE OF WHEELING, ILLINOIS

## GOVERNMENTAL FUNDS

## BALANCE SHEET

December 31, 2023

	General	Capital Equipment Replacement	Capital Projects
<b>ASSETS</b>			
Cash and investments	\$ 15,108,544	\$ 9,836,510	\$ 7,735,158
Receivables (net, where applicable, of allowance for uncollectibles)			
Property taxes	15,688,612	-	-
Sales taxes	3,098,157	-	-
Local use taxes	506,867	-	-
Telecommunications tax	165,956	-	-
Accounts	-	-	-
Leases	1,317,124	-	-
Accrued interest	58,272	45,220	58,946
IPBC	2,098,255	-	-
Other	1,141,848	-	317,859
Prepaid items	279,471	421,000	-
Inventory	366,919	-	-
Due from other funds	591,412	-	-
Due from other governments	-	-	-
<b>TOTAL ASSETS</b>	<b>\$ 40,421,437</b>	<b>\$ 10,302,730</b>	<b>\$ 8,111,963</b>

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Town Center TIF #2	Nonmajor Governmental	Total Governmental
\$ 2,319,580	\$ 13,686,541	\$ 48,686,333
-	2,911,335	18,599,947
-	-	3,098,157
-	-	506,867
-	-	165,956
-	794,167	794,167
-	-	1,317,124
1,647	6,571	170,656
-	-	2,098,255
-	47,170	1,506,877
917	116,738	818,126
-	200,385	567,304
-	-	591,412
-	187,205	187,205
<u>\$ 2,322,144</u>	<u>\$ 17,950,112</u>	<u>\$ 79,108,386</u>

(This statement is continued on the following pages.)

VILLAGE OF WHEELING, ILLINOIS

GOVERNMENTAL FUNDS

BALANCE SHEET (Continued)

December 31, 2023

	General	Capital Equipment Replacement	Capital Projects
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts payable	\$ 2,539,183	\$ 184,255	\$ 1,812,892
Accrued payroll	679,550	-	3,939
Deposits payable	64,015	-	-
Unearned revenue	301,498	-	-
Due to other funds	-	-	-
Due to fiduciary funds	1,827,026	-	-
Advance from other funds	-	917,203	-
Total liabilities	5,411,272	1,101,458	1,816,831
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Leases	1,290,861	-	-
Unavailable revenue - property taxes	14,340,428	-	-
Total deferred inflows of resources	15,631,289	-	-
Total liabilities and deferred inflows of resources	21,042,561	1,101,458	1,816,831
<b>FUND BALANCES</b>			
Nonspendable			
Prepaid items	\$ 279,471	\$ 421,000	\$ -
Inventory	366,919	-	-
Restricted			
Stormwater improvements	-	-	-
Highways and streets	-	-	-
Public safety	-	-	-
Economic development	-	-	-
Assigned			
Health insurance	2,098,255	-	-
Capital improvements	-	8,780,272	-
Capital projects	-	-	6,295,132
Debt service	-	-	-
Unassigned, reported in			
Nomajor governmental (deficit)	-	-	-
General Fund	16,634,231	-	-
Total fund balances	19,378,876	9,201,272	6,295,132
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b>\$ 40,421,437</b>	<b>\$ 10,302,730</b>	<b>\$ 8,111,963</b>

	<b>Town Center TIF #2</b>	<b>Nonmajor Governmental</b>	<b>Total Governmental</b>
\$	332,909	\$ 806,595	\$ 5,675,834
	802	17,763	702,054
	-	-	64,015
	-	3,163	304,661
	-	591,412	591,412
	-	-	1,827,026
	-	-	917,203
	<u>333,711</u>	<u>1,418,933</u>	<u>10,082,205</u>
	-	-	1,290,861
	-	2,850,512	17,190,940
	-	2,850,512	18,481,801
	<u>333,711</u>	<u>4,269,445</u>	<u>28,564,006</u>
\$	917	\$ 116,738	\$ 818,126
	-	200,385	567,304
	-	3,009,679	3,009,679
	-	3,230,664	3,230,664
	-	339,210	339,210
	1,987,516	6,581,532	8,569,048
	-	-	2,098,255
	-	-	8,780,272
	-	-	6,295,132
	-	314,955	314,955
	-	(112,496)	(112,496)
	-	-	16,634,231
	<u>1,988,433</u>	<u>13,680,667</u>	<u>50,544,380</u>
\$	<u>2,322,144</u>	<u>\$ 17,950,112</u>	<u>\$ 79,108,386</u>

See accompanying notes to financial statements.

VILLAGE OF WHEELING, ILLINOIS

TOWN CENTER TIF #2 FUND

SCHEDULE OF REVENUES, EXPENDITURES, AND  
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended December 31, 2023  
(With Comparative Actual)

	2023		Actual	2022
	Original Budget	Final Budget		
<b>REVENUES</b>				
Taxes				
Property taxes	\$ 6,310,927	\$ 6,310,927	\$ 7,491,175	\$ 5,568,569
Investment income	43,874	43,874	284,790	80,524
Total revenues	6,354,801	6,354,801	7,775,965	5,649,093
<b>EXPENDITURES</b>				
Current				
General government				
Salaries	20,965	20,965	27,031	24,917
Seasonal help	4,500	4,500	-	1,372
Local training and meetings	500	500	245	64
Employer contributions	3,670	3,670	3,949	4,183
Employee health insurance	5,180	5,180	6,442	6,370
Multiple day training	2,750	2,750	819	355
Consulting services	100,000	100,000	5,500	4,763
Business recruitment	34,525	34,525	12,556	14,597
Legal services	100,000	100,000	21,094	10,670
Membership dues	500	500	-	-
Miscellaneous contractual services	950,000	950,000	1,293,362	20,271
TIF incentive payment	600,000	600,000	4,527,400	128,834
Capital outlay				
Consulting services	-	-	-	11,569
Engineering and design services	-	-	154,922	142,678
Miscellaneous contractual services	-	-	-	132,520
Streetscape improvements	-	-	-	(1,605)
Capital improvements				
Consulting services	25,000	25,000	31,629	-
Storm sewer improvements	350,000	350,000	233,240	-
Engineering and design services	-	-	30,204	23,996
Streetscape improvements	-	-	-	93,812
Pavement improvements	788,000	788,000	788,000	-
Debt service				
Principal retirement	4,202,500	4,202,500	6,650,310	3,914,109
Interest and fiscal charges	-	-	8,568	1,202
Total expenditures	7,188,090	7,188,090	13,795,271	4,534,677
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(833,289)	(833,289)	(6,019,306)	1,114,416
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in				
Stormwater Fund	-	-	-	107,850
TIF development note issued	-	-	4,500,000	-
Total other financing sources (uses)	-	-	4,500,000	107,850
NET CHANGE IN FUND BALANCE	\$ (833,289)	\$ (833,289)	(1,519,306)	1,222,266
FUND BALANCE, JANUARY 1			3,507,739	2,285,473
FUND BALANCE, DECEMBER 31			\$ 1,988,433	\$ 3,507,739

(See independent auditor's report.)



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**SIKICH.COM**

**CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS**  
*Members of American Institute of Certified Public Accountants*

## 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, 2023. 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. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management's assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village's compliance with the specified requirements.

In our opinion, management's assertion that the Village of Wheeling, Illinois complied with the aforementioned requirements for the year ended December 31, 2023, 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 CPA LLC*  
Naperville, Illinois  
June 17, 2024

