

PUBLIC NOTICE - AGENDA

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

**THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
WILL BE HELD ON MONDAY, FEBRUARY 6, 2017 AT 6:30 P.M.
BOARD ROOM, WHEELING VILLAGE HALL
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS
CHAIRPERSON DEAN S. ARGIRIS PRESIDING**

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** Special Meeting of January 16, 2017
- 5. IN CONSIDERATION OF A REQUEST FOR A CLASS I LIQUOR LICENSE**

Lincolnshire Fraternal Order of Police Lodge 181
Westin Chicago North Shore (601 N. Milwaukee Avenue)
Event: March 22-23, 2017
- 6. ADJOURNMENT**

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99.

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

PUBLIC NOTICE – AGENDA
IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND
ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF WHEELING WILL BE HELD ON

MONDAY, FEBRUARY 6, 2017

IMMEDIATELY FOLLOWING THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
BOARD ROOM, WHEELING VILLAGE HALL, 2 COMMUNITY BOULEVARD,
WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN
THE FOLLOWING:

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. APPROVAL OF MINUTES** Regular Meeting of January 3, 2017
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
- 7. APPOINTMENTS AND CONFIRMATIONS**
- 8. ADMINISTRATION OF OATHS**
- 9. CITIZEN CONCERNS AND COMMENTS**
- 10. STAFF REPORTS**
- 11. CONSENT AGENDA** – All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
 - A. Ordinance** [Authorizing the Disposal of Municipal Property \(Communication Center Chairs\) Owned by the Village of Wheeling](#)
 - B. Resolution** [Authorizing the Purchase of Implementation and Training Services from Tritech Software Systems Related to a Police Records Management System \(RMS\) and Field Based Reporting \(FBR\) “Web UI” Software Upgrade](#)
 - C. Resolution** [Authorizing Acceptance of the Suburban Purchasing Contract for the Purchase of Four \(4\) 2016 Ford Utility Police Interceptor SUV’s from Currie Motors](#)
 - D. Resolution** [Approving a One \(1\) Year Contract with Advanced Tree Care, Inc. for Tree Trimming/Removal and Stump Grinding During FY 2017 in an Amount Not To Exceed \\$59,425](#)

- E. [**Resolution** Approving a One \(1\) Year Contract with Clean Cut Tree Service, Inc. for Creek Tree Trimming/Removal and Brush Clearing During FY 2017 in an Amount Not To Exceed \\$31,400](#)

12. OLD BUSINESS

13. NEW BUSINESS All Listed Items for discussion and Possible Action

- A. [**Public Hearing and Resolution** Regarding a Request for Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 1075 Chaddick Drive](#)

1. **Public Hearing** Re: Request for Cook County Class 6b Property Tax Assessment Classification from Chaddick SG LLC, Contract Purchaser
2. **Resolution** Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 1075 Chaddick Drive in the Village of Wheeling, Illinois

- B. [**Ordinance** Granting Site Plan and Building Appearance Approval for a Warehouse Development at 1075 Chaddick Drive](#)

- C. [**Resolution** Waiving Competitive Bidding and Authorizing a Software License Agreement with Municipal Systems, Inc. for Implementation of Municipal Ordinance Violation Enforcement \(MOVE\) and Municipal Offense Systems \(MOS\) Software Programs](#)

- D. [**Resolution** Granting the Extension of Time for Facade and Site Improvements at 322 N. Milwaukee Avenue Relative to Resolution 16-19, Facade and Building Improvement Grant for Siding-1 Windows-1 Exteriors](#)

- E. [**Resolution** Authorizing Acceptance of a National Joint Powers Alliance \(NJPA\) Contract for the Purchase of One \(1\) Truck Mounted High Pressure Sewer Cleaner through Standard Equipment Company of Chicago](#)

- F. [**Resolution** Waiving Competitive Bidding and Approving a Three-Year Contract with Fountain Technologies, Ltd. for Fountain Maintenance Services at a Cost Not to Exceed \\$35,830.19 Annually for a Total Cost of \\$107,490.57](#)

- G. **DISCUSSION RE:** Vehicle and Pedestrian Crossing over the Diversionary Channel at Wolf Court

- H. **DISCUSSION RE:** Concept Review of Wheeling Station, 501 W. Dundee Road

14. OFFICIAL COMMUNICATIONS

- 15. APPROVAL OF BILLS** January 12, 2017 – February 1, 2017

16. EXECUTIVE SESSION

17. RECONVENE FROM EXECUTIVE SESSION – DISCUSSION

18. ADJOURNMENT

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): 11.A

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: An ordinance authorizing the disposal of municipal property (Communication Center chairs) owned by the Village of Wheeling

SUBMITTED BY: James J. Dunne, Police Chief

BASIC DESCRIPTION OF ITEM¹: Sets forth the authorization to sell six Herman Miller Aeron chairs to Office Designs of Northbrook, IL, at the price of \$225.00 per chair, or \$1,350.00 total. The chairs have reached the end of their useful life.

BUDGET²: The proceeds (\$1,350.00) of the sale shall be credited to the Sale of Fixed Assets fund.

BUDGET: Ordinance approved by the Village Board

EXHIBIT(S) ATTACHED: Staff Memo and Ordinance.

RECOMMENDATION: Approval

**SUBMITTED FOR
BOARD APPROVAL:** Village Manager

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: James J. Dunne, Police Chief
DATE: February 2, 2017
SUBJECT: Disposal of Municipal Property: Communication Center Chairs

EXECUTIVE SUMMARY

Staff is requesting authorization for the disposal of surplus municipal property (Communication Center chairs) owned by the Village which has reached the end of its useful life and/or is no longer operational. This property is to be recycled by Office Designs at no cost to the Village. Office Designs has offered to buy back six Herman Miller Aeron chairs at the price of \$225.00 per unit, or \$1,350.00 total.

Based in Northbrook, IL, Office Designs specializes in office furniture with the largest selection of chairs rated for 24-hour use. Office Designs sells new and refurbished Herman Miller Aeron chairs and offers a buyback program when chairs reach the end of life.

Office Designs has offered to buy back six Herman Miller Aeron chairs at the price of \$225.00 per unit, or \$1,350.00 total. Office Designs will provide will pick up and transport surplus municipal property to their Northbrook facility. The property will be fixed and refurbished and be made available for others to purchase.

Due to Office Designs' buyback offer, location, and free pickup, staff is requesting authorization to dispose of the subject property—which has reached the end of its useful life and/or is no longer operational—through Office Designs. With your concurrence, please include this item on the Village board agenda for Monday, February 6, 2017.

I appreciate your consideration of this matter and am available to answer any questions.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL
OF MUNICIPAL PROPERTY (COMMUNICATION CENTER CHAIRS)
OWNED BY THE VILLAGE OF WHEELING**

WHEREAS, in the opinion of the corporate authorities of the Village of Wheeling, the municipal property (Communication Center Chairs) described in EXHIBIT A has exhausted its useful life and is obsolete; and

WHEREAS, it is in the best interest of the Village of Wheeling to sell said property for \$1,350.00 to Office Designs of Northbrook, IL under their buyback program.

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

SECTION ONE: Pursuant to Section 5/11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, Ch. 65, the President and Board of Trustees of the Village of Wheeling finds that the property (chairs) described in EXHIBIT A now owned by said Village of Wheeling, is no longer necessary or useful to the Village, and the Village of Wheeling would be best served by disposing of the chairs.

SECTION TWO: Pursuant to said Section 5/11-76-4, the Wheeling Police Chief or his designee is hereby authorized and directed to dispose of it in any way he finds appropriate.

SECTION THREE: Pursuant to Section 5/11-76-4, Police Chief or his designee is hereby authorized to and may direct the disposal of the property to which Section 1 of this Ordinance refers by arranging for Office Designs to purchase and pick up the said property for recycling.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

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

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2017.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

Published in pamphlet form this _____ day of _____, 2017, by order of
the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Equipment Category	Manufacturer	Model	Model Number	Quantity
Chair	Herman Miller	Aeron	1B85RTG-12	3
Chair	Herman Miller	Aeron	167030-C2	2
Chair	Herman Miller	Aeron	167030-BL1	1

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): 11.B

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Purchase of Implementation and Training Services from Trittech Software Systems Related to a Police Records Management System (RMS) and Field Based Reporting (FBR) "Web UI" Software Upgrade.

SUBMITTED BY: James J. Dunne, Chief of Police

BASIC DESCRIPTION OF ITEM¹: Resolution to purchase Trittech "WEB UI" software. This software will assist with and improve operations by providing new features and web-based technologies such as web-based interface for both Records Clerks and Police Officers.

BUDGET²: The total cost of this software program will not exceed \$52,000. This will be a shared cost of \$26,682 for both the Wheeling and Des Plaines Police Departments. The Wheeling Police Department's cost is currently budgeted for in the General Fund.

EXHIBIT(S) ATTACHED: Memo, Resolution, Trittech Proposal and Agreement.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: James J. Dunne, Chief of Police
DATE: February 2, 2017
SUBJECT: Trittech “WEB UI” Software Purchase

EXECUTIVE SUMMARY

Staff requests Village Board approval of a not-to-exceed contract in the amount of \$52,000. This will be a shared cost between the Village of Wheeling and the City of Des Plaines Police Departments, with each municipality being responsible for \$26,682. The new Trittech “WEB UI” software program will allow our department to operate more efficiently and effectively by enabling our Records Management System (RMS) and Field Base Reporting (FBR) to operate on a web-based platform.

The Police Department has the duty to ensure that our equipment and software are capable of meeting current and future needs of an agency that operates 24 hours a day, 365 days a year. Our Department has utilized Trittech software such as Computer Aided Dispatch (CAD), Records Management Software (RMS), and Field Based Reporting (FBR) since 2006. The current version of the RMS and FBR software, which was originally developed in the early 2000’s, is no longer being produced or will not allow for any new features.

The Trittech “WEB UI” is an upgrade to our current system and is specific to that system only. This product has been in development for several years and is currently being used by several Trittech customers.

Some of the Trittech “WEB UI” features include:

- A completely web-based interface for both Records Clerks and Police Officers.
- Ability to design our own forms.
- Capacity to add other documents like towing or animal reports on our own without paying for Trittech services.
- Improved data reuse to reduce the amount of data entry officers perform and the time required to complete reports.
- “WEB UI” is a free upgrade to our current RMS/FBR licensing; there are no new licenses to buy, we only pay for training and deployment.

In closing, our recommendation is to approve the purchase, implementation, and training of the Trittech “WEB UI” program and software. As stated above, this program would allow our department to operate more efficiently and effectively by reducing redundancy in data entry as well as operating on a web-based platform

I appreciate your consideration of this matter and am available to answer any questions.

A RESOLUTION AUTHORIZING THE PURCHASE OF IMPLEMENTATION AND TRAINING SERVICES FROM TRITECH SOFTWARE SYSTEMS RELATED TO A POLICE RECORDS MANAGEMENT SYSTEM (RMS) AND FIELD BASED REPORTING (FBR) "WEB UI" SOFTWARE UPGRADE.

WHEREAS, the Wheeling Police Department has used Trittech Computer Aided Dispatch (CAD), Records Management Software (RMS) and Field Based Reporting (FBR) software since 2006; and

WHEREAS, the current version of RMS and FBR software originally developed in the early 2000's is no longer under active development and will not allow for any new features or major changes; and

WHEREAS, Trittech has developed a new RMS/FBR version called "Web UI" which has been rebuilt from the ground up and includes new features and technology not present in past releases; and

WHEREAS, Trittech will transfer the software licenses to the new version free of charge, although the customers have to pay for implementation and user training on the new versions, and Des Plaines Police Department will share the cost of implementation and training with Wheeling Police; and

WHEREAS, Police Department staff believes it is in the Village's best interest to authorize payment to Trittech Software Systems for implementation and training related to Trittech RMS/FBR "Web UI" software upgrade which has already been approved in the 2017 budget under 2100-5327.

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, approve the purchase, implementation and training services in an amount not to exceed \$52,000.00, of which 50% will be paid by Wheeling and 50% by Des Plaines, and the Village Manager is hereby authorized to issue a purchase order to Trittech Software Systems.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 17 - _____ be adopted.

President Argiris _____

Trustee Brady _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vito _____

Trustee Krueger _____ Trustee Vogel _____

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

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



Proposal/Sales Quotation

Quotation QUO-97261-8ZVRN8

Quotation Date: 4/13/2016

General & Client Information

Agency Name:	Wheeling Police Department	Bill To: 255 West Dundee Rd Wheeling IL USA 60090
System Description:	Wheeling PD IL - RMS Upgrade with Advanced Training Options	
Client Contact:	Mr. Jacek Trzebunia	
Contact Phone:	(847) 459-2990	Ship To: 255 West Dundee Rd Wheeling IL USA 60090
Contact Email:	jtrzebunia@wheelingil.gov	
Expiration Date:	10/10/2016	
Presented By:	Pam Irons	

Project Products & Services

TriTech Implementation Service Fee(s)

RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Inform RMS 3-Day Workshop and Consultation	\$4,200.00	3	\$12,600.00
Inform RMS Business Analysis and Consultation Services (Two 2-Hour Sessions)	\$750.00	1	\$750.00
Inform RMS Server Installation and Configuration	\$7,700.00	1	\$7,700.00
Inform RMS User Training - Field Officers (3 Days)	\$4,200.00	1	\$4,200.00

Inform RMS Implementation Service Fee(s) Subtotal: \$25,250.00

TriTech Implementation Service Fee(s) Total: \$25,250.00

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$4,907.00	1	\$4,907.00
Estimated Travel Expenses (To be billed as incurred)	\$16,175.00	1	\$16,175.00
Onsite Go Live Support (2 days, one person, single shift)	\$2,800.00	2	\$5,600.00

Project Related Fee(s) Total: \$26,682.00

Quote Total: \$51,932.00



Summary Information & Project Notes

Workshop #1 - Configuration and Admin Workshop (3 days onsite)

Workshop #2 - Validation and Readiness Workshop (3 days onsite)

Workshop #3 - Configuration and Admin workshop for Other Event (3 days onsite) – Build Your Own Module (such as create your own capture forms for Use of Force, K9, Sex Offender Registration, etc) and Case Management, Off-Line Incident Entry.

User Training - Field Officers (3 day) - Train the Trainer session for up to 10 users.

Output Designer Workshop - How to use the output designer tool to design outputs to make templates for incidents and other events print out to look like an actual form. (SSRS training is not included.)

Terms and Conditions

Payment terms are as follows

100% of total due at time of order.

Training Terms:

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess \$1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to \$1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.



Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.



Quotation Issued by: Pam Irons
Email: Pam.Irons@tritech.com
Phone: (507) 254-9979

Send Purchase Orders To:

TriTech Software Systems
9477 Waples Street, Suite 100
San Diego, CA 92121

Or Email: salesadmin@tritech.com
Or Fax: (858) 799-7015

Remit Payments To:

TriTech Software Systems
PO Box # 203223
Dallas, TX 75320-3223



Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- ☐ Purchase Order required and attached, reference PO# _____ on invoice.
- ☐ No Purchase Order required to invoice.

Please check one of the following:

- ☐ I agree to pay any applicable sales tax.
- ☐ I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.C

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, February 6, 2017

TITLE OF ITEM SUBMITTED: Resolution Authorizing Acceptance of the Suburban Purchasing Contract for the Purchase of Four (4) 2017 Ford Utility Police Interceptors SUV's from Currie Motors

SUBMITTED BY: James J. Dunne, Chief of Police

BASIC DESCRIPTION OF ITEM¹: Resolution authorizing the purchase of four (4) Ford Utility Police Interceptors to satisfy the current vehicle replacement needs of the Police Department.

BUDGET²: Funding for this purchase exists in the CERF account.

BIDDING³: Competitive bidding was conducted by the Suburban Purchasing Cooperative, and a contract for the specified vehicle was awarded to the lowest qualified and responsible bidder.

EXHIBIT(S) ATTACHED: Memos
Resolution
Order Forms

**SUBMITTED FOR
BOARD APPROVAL:** VILLAGE MANAGER

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

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

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



MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: James J. Dunne, Chief of Police
DATE: February 2, 2017
SUBJECT: Recommended Replacement of Police Vehicles P-42, P-50, P-51 and P-53

EXECUTIVE SUMMARY

Staff is recommending replacement of vehicles P-42, P-50, P-51 and P-53 with four 2017 Ford Utility Police Interceptor AWD vehicles purchased through the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative (SPC) at a cost not to exceed \$113,370.

Police vehicles P-42, P-50, P-51, and P-53 have reached the end of their service life. Please see attached memorandum from Fleet Services Superintendent Chuck Spratt outlining the need for replacement of these vehicles, and the option and price breakdown of the four requested 2017 replacement vehicles.

After conducting a thorough review of the vehicle specifications, I concur with Fleet Services Superintendent Chuck Spratt in replacing P-42, P-50, P-51, and P-53 with the 2017 Ford Utility Police Interceptor AWD through the Northwest Municipal Conference (NWMC) Suburban Purchasing Cooperative (SPC) in an amount not to exceed \$113,370.

The four vehicles that are being recommended for replacement come from the Patrol Division. One of these vehicles (P-53) is the current K-9 vehicle. Units P-53 and P-50 are the last Crown Victoria's in this Division. The K9 unit is currently 12 years old and more than exceeds the minimum replacement criteria, mostly due to an increasing amount of mechanical and electrical failures with both the vehicle itself and some of the custom K-9 equipment.

It is therefore my recommendation that we purchase four 2017 Police Interceptor SUV's through the Suburban Purchasing Cooperative's joint purchasing program (Contract # 152) and the awarded vendor, Currie Motors of Frankfort, Illinois, for a not-to-exceed amount of \$113,370.

I appreciate your consideration of this matter and am available to answer any questions.

RESOLUTION NO. 17- _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE
SUBURBAN PURCHASING CONTRACT FOR THE PURCHASE OF FOUR (4) 2016
FORD UTILITY POLICE INTERCEPTOR SUV's FROM CURRIE MOTORS**

WHEREAS, four (4) Police Department Patrol vehicles are to be replaced during Fiscal year 2017, and CERF Funds have been designated for this purchase; and

WHEREAS, the Suburban Purchasing Cooperative published an invitation to bid and subsequently issued a contract to Currie Motors in Frankfort, Illinois for the furnishing of Public Safety-approved utility vehicles and sedans meeting the Village of Wheeling specifications; and

WHEREAS, the Suburban Purchasing Cooperative encourages municipalities to participate in its equipment contracts to take advantage of favorable bid prices; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the Suburban Purchasing Cooperative contract for the purchase of four (4) 2017 Ford Utility Police Interceptor SUV's as awarded to Currie Motors.

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 Suburban Purchasing Cooperative contract is accepted and the Village Manager is hereby authorized to issue a purchase order to the awarded bidder, Currie Motors, for the purchase of four Ford Utility Police Interceptors and one Ford Police Interceptor Sedan at a cost not to exceed \$113,370.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17-_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

Adopted this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Dean S. Argiris
Village President

Elaine E. Simpson
Village Clerk



2017 Ford Utility Police Interceptor AWD Contract # 152



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF: TBD





2017 Ford Utility Police Interceptor AWD

Contract # 152

\$25,555.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced Trac
and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Order Cutoff: TBD



☐	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	\$3,106.00
☐	41H	Engine block heater	\$79.00
☐	86L	Auto Head Lamp	\$99.00
☐	43D	Dark car feature – Courtesy Lights Inop	\$17.00
☐	43L	Silent Mode – manual control of Courtesy Lights Inop	\$19.00
☐	942	Daytime Running Lights	\$39.00
☒	17T	Dome lamp red/white cargo area	\$45.00
☒	51Y	Spot Light Drivers Side Only - Incandescent	\$187.00
☐	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	\$306.00
☒	51R	Spot Light Drivers Side LED Bulb - Unity	\$345.00
☐	51T	Spot Light Drivers Side LED Bulb - Whelen	\$366.00
☐	51S	Spot Light Dual LED Bulbs - Unity	\$541.00
☐	51V	Spot Light Dual LED Bulbs - Whelen	\$580.00
☐	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	\$122.00
☐	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	\$245.00
☒	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$481.00
☒	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A	\$558.00
☒	60A	Pre-wiring grill lamp, siren, speaker	\$45.00
☒	63B	Side Marker LED - Red/Blue - Requires 60A	\$254.00
☐	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$502.00
☐	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	\$105.00
☐	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	\$75.00
☐	68Z	Roof rack side rails	\$136.00
☐	76D	Deflector Plate (Standard on Ecoboost® Engine)	\$292.00
☒	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
☒	53M	Sync® Basic – includes USB port and aux input jack	\$258.00
☐	61R	Remappable (4) switches on steering wheel (less Sync)	\$136.00
☐	61S	Remappable (4) switches on steering wheel (with Sync)	\$136.00
☐	18W	Rear window power delete	\$22.00
☐	68L	Rear-Door Handles Inoperable / Locks Operable	\$30.00
☐	68G	Rear-Door Handles Inoperable / Locks Inoperable	\$30.00
☐	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	\$122.00
☒	52P	Hidden Door-Lock Plunger w/Rear-door Handles Inop	\$140.00
☐	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	\$110.00
☐	88F	2nd Row Cloth Seats	\$51.00
☐	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	\$284.00
☐	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
☐	85R	Rear Console Plate (N/A with 65U, 85D)	\$30.00
☐	90D	Ballistic Door Panels – Level III Driver Front Only	\$1506.00



☐	90E	Ballistic Door Panels – Level III Driver/Passenger Front	\$3012.00
☐	90F	Ballistic Door Panels – Level IV Driver Front Only	\$2294.00
☐	90G	Ballistic Door Panels – Level IV Driver/Passenger Front	\$4588.00
☐	96W	Visor Light	\$1059.00
☐	55B	BLIS® Blind spot monitoring (N/A with heated mirrors)	\$475.00
☐	19L	Lockable Gas Cap	\$17.00
☒	549	Mirrors – Heated Sideview	\$53.00
☐	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	\$105.00
☒	595	Remote Keyless Entry (N/A with keyed alike)	\$227.00
☒	76R	Reverse Sensing	\$240.00
☒		Keyed Alike – Code #: _____	\$45.00
☐	65L	18” 5-spoke full face wheel covers w/ metal clips	\$53.00
☐	64E	18” painted aluminum wheels	\$415.00
☒	17A	Aux Air Conditioning (N/A with 63V)	\$532.00
☐	16D	Badge Delete	N/C
☐	63V	Cargo Storage Vault - includes lockable door/compartments light (N/A with 17A)	\$415.00
☐	55D	Scuff Guards	\$79.00
☐	60R	Noise Suppression Bonds (Ground Straps)	\$87.00
☐	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$262.00
☐	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	\$53.00
☐	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	\$2553.00
☐		Rustproof & Undercoating	\$395.00
☐		Engine Idle Control	\$385.00
☐		4 Corner LED Strokes (aftermarket using 86P)	\$895.00
☐		CD-Rom service manual	\$325.00
☐		License and Title fees - MP plates	\$103.00
☐		Delivery greater than 50 miles of dealership	\$150.00

Optional Maintenance & Warranty Coverage:

☐	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,620.00
☐	ESP Extended Warranty Base Care -3 year/100,000 miles	\$1,115.00
☐	ESP Extended Warranty Powertrain –6 year/100,000miles	\$975.00
☐	ESP Extended Warranty Base Care – 6 year/100,000miles	\$1155.00



Equipment Groups

☒ 47C	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector	\$91.00
☐ 21P	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector	\$114.00
☐ 65U	Police Interior Upgrade Package Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	\$341.00
☐ 66A	Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	\$743.00
☐ 86P	Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	\$110.00
☒ 66B	Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$371.00
☒ 66C	Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$398.00
☐ 86T	Tail Lamp Housing Only Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
☐ 67U	Ultimate Wiring Package (n/a with Interior Upgrade Package) Includes the following: • Rear console mounting plate (85R)-contours through 2nd row; channel for wiring • Pre-wiring for grille LED lights, siren and speaker	\$481.00



	(60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights N/A with 65U, 67G, 67H	
☐ 67G	Cargo Wiring Upfit Package (n/a) with Interior Upgrade Package • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker (not available with 65U 67H and 67U)	\$1,169.00
☐ 67H	Ready for the Road Package -not available with Interior Upgrade Package All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate (not available with 66A 66B 66C 67G 67U 65U)	\$2,979.00

Vinyl Options

☐ 91A	Two-Tone Vinyl Wrap - Package #1 Roof & Right/left, front/rear doors vinyl - white only (Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)	\$733.00
☐ 91C	Two-Tone Vinyl Wrap - Package #3 Roof & Right/left front doors only vinyl - white only	\$611.00



	(Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	
☐ 91H	Two-Tone Vinyl – Roof white only (Not available with: 91A, 91C)	\$428.00
☐ 91J	Two-Tone Vinyl – LH/RH Front Doors white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	\$266.00
☐ 91D	Vinyl Word Wrap - POLICE (Non-Reflective) White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	\$694.00
☐ 91E	Vinyl Word Wrap - POLICE (Reflective) Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	\$694.00
☐ 91F	Vinyl Word Wrap - POLICE (Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	\$694.00
☐ 91G	Vinyl Word Wrap - SHERIFF (Non-Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	\$694.00

Options – Exterior

☐ BU	Medium Brown Metallic	
☐ E3	Arizona Beige Metallic Clearcoat	
☒ G1	Shadow Black	
☐ HG	Smokestone Metallic	
☐ J1	Kodiak Brown Metallic	
☐ JL	Dark Toreador Red Metallic	
☐ KR	Norsea Blue Metallic	
☐ LK	Dark Blue	
☐ LM	Royal Blue	
☐ LN	Light Blue Metallic	
☐ MM	Ultra Blue Metallic	
☐ N1	Blue Jeans Metallic	
☐ TN	Silver Grey Metallic	
☐ UJ	Sterling Grey Metallic	
☐ UX	Ingot Silver Metallic	
☐ YG	Medium Titanium Metallic	
☐ YZ	Oxford White	
☐	Special Paint	\$873.00

Options – Interior

☐	Charcoal Black w/vinyl rear	N/C
☒	Charcoal Black w/cloth rear	\$57.00



To Regular Agenda

Please enter the following:

Agency Name & Address	Village of Wheeling
Contact Name	Chuck Spratt
Phone Number	(847) 279-6961
Purchase Order Number	
Fleet Identification Number	QM266
Tax Exempt Number	E9998-1130-07
Total Dollar Amount	\$113,366
Total Number of Units	Four (4)
Delivery Address	77 W. Hintz Road
	Wheeling, IL 60090

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

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

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

To Regular Agenda

OPTION MATRIX FOR 2017 FORD POLICE INTERCEPTOR UTILITY ORDER - VILLAGE OF WHEELING

Base Vehicle (AWD)

Optional Equipment:

Dome lamp Red/White Cargo area

Spot Light Drivers Side Incandescent

Spot Light Drivers Side LED

Front Auxiliary Light Red/Blue

Forward Indicator - Red/Blue Pocket
Warning Light

Pre-wiring grill lamp, siren, speaker

Side Marker LED (mirror)

Rear View Camera - Includes
electrochromatic Rear View Mirror

Sync Basic

Handles & locks inoperable

Mirrors - Heated side view

Remote Keyless Entry

Reverse Sensing

Keyed Alike

Aux Air Conditioning

Tail lamp lighting solution

Rear Lighting Solution

Police Wire Harness Connector Kit - Front

Charcoal Black w/cloth rear interior

Exterior Color Black

QTY.	Option Cost		Unit # of Vehicles Being Replaced				TOTALS
			P-42	P-50	P-51	P-53	
4	\$25,555		\$25,555	\$25,555	\$25,555	\$25,555	\$102,220
4	\$45		\$45	\$45	\$45	\$45	\$180
3	\$187		\$187	-	\$187	\$187	\$561
1	\$345		-	\$345	-	-	\$345
4	\$481		\$481	\$481	\$481	\$481	\$1,924
4	\$558		\$558	\$558	\$558	\$558	\$2,232
4	\$45		\$45	\$45	\$45	\$45	\$180
4	\$254		\$254	\$254	\$254	\$254	\$1,016
4	\$0		\$0	\$0	\$0	\$0	\$0
4	\$258		\$258	\$258	\$258	\$258	\$1,032
3	\$140		\$140	-	\$140	\$140	\$420
4	\$53		\$53	\$53	\$53	\$53	\$212
1	\$227		-	\$227	-	-	\$227
4	\$240		\$240	\$240	\$240	\$240	\$960
3	\$45		\$45	-	\$45	\$45	\$135
1	\$532		-	-	-	\$532	\$532
1	\$371		-	\$371	-	-	\$371
1	\$398		-	\$398	-	-	\$398
4	\$91		\$91	\$91	\$91	\$91	\$364
1	\$57		-	\$57	-	-	\$57
4	\$0		-	-	-	-	\$0

\$27,952

\$28,978

\$27,952

\$28,484

\$113,366



MEMORANDUM

TO: Jamie Dunne, Police Chief
FROM: Chuck Spratt, Fleet Services Superintendent
DATE: January 16, 2017
SUBJECT: 2017 Police Vehicle Purchases

EXECUTIVE SUMMARY

Review of the vehicle evaluation process and recommendation to purchase four Ford Utility Police Interceptors to satisfy the Police Department's current vehicle replacement needs.

During our annual fleet evaluation process in July, we identified four Police vehicles that met or exceeded the minimum replacement criteria set forth in our Vehicle Condition Report and Rating System. Two of the four vehicles being replaced would be eligible to fill secondary positions per the recently adopted Non-Public Safety Mission Critical Vehicle Replacement Plan.

As you may remember, each vehicle or piece of equipment is evaluated and rated in seven different categories: age, current miles/hours, type of service, reliability, percentage of maintenance and repair cost versus original purchase price, physical condition, and mechanical condition. We utilize a 1 to 5 point system for each category, 1 being excellent and 5 being poor. A vehicle or piece of equipment must achieve a total score of 32 or above to even be considered for replacement.

All four of the vehicles I'm recommending for replacement are in the Patrol Division. One of these vehicles (P-53) is the current K-9 vehicle. This vehicle, as well as unit P-50 (also being replaced this year), are the last Crown Victorias in this Division. The K9 unit is currently 12 years old and more than exceeds the minimum replacement criteria, mostly due to an increasing amount of mechanical and electrical failures with both the vehicle itself and some of the custom K-9 equipment.

Last year we made the decision to forgo the factory-installed white wrap on the doors and roof of the vehicles, opting instead to have this work done locally by the same vendor that installed the new graphics. The end result of this change produced an as good or better final product while saving over \$100 per car. For these reasons, we will once again be forgoing the factory installed vinyl wrap and having this option installed locally.

The Ford Police Interceptor, SUV version has served the department well since the first one was placed into service several years ago. Overall maintenance costs have equaled—or in many cases been lower—than the Crown Victoria sedan that was utilized for many years prior to its 2011 retirement. With the smaller but more powerful V6 engines, coupled with the new anti-idling systems we've installed in all new units, fuel mileage is actually better than with the sedans. When it comes to winter driving, the new Interceptor SUV's have been able to navigate without incident through snow-covered roadways while their rear-wheel-drive Crown Victoria counterparts always had great difficulty getting around, even after a relatively minor snowfall.

It is therefore my recommendation that we purchase four 2017 Police Interceptor SUV's through the Suburban Purchasing Cooperative's joint purchasing program (Contract # 152) and the awarded vendor, Currie Motors of Frankfort, Illinois for a not-to-exceed amount of \$113,370.

Please do not hesitate to call me should you have any questions!

Regards,

Chuck Spratt
Fleet Services Superintendent

Ccs
Attachments

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: Resolution Approving a One (1) Year Contract with Advanced Tree Care, Inc. for Tree Trimming/Removal and Stump Grinding During FY 2017 in an Amount Not to Exceed \$59,425.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$59,425 contract with Advanced Tree Care, Inc. to perform tree trimming, tree removal, and stump grinding on parkways and other Village-owned property.

BUDGET²: Included in FY 2017 budget.

BIDDING³: Bids were advertised on January 8, 2017. Six sealed bids were received and opened on January 20, 2017. Advanced Tree Care, Inc. was the lowest-cost responsive and responsible bidder.

EXHIBIT(S) ATTACHED: Memo, Resolution, Bid Proposal, Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: February 2, 2017

SUBJECT: Tree Trimming, Removal, and Stump Grinding

EXECUTIVE SUMMARY

Staff recommends entering into a not-to-exceed contract with Advanced Tree Care, Inc. ("Advanced") in a total amount of \$59,425 for tree trimming, tree removal, and stump grinding.

The Village of Wheeling is responsible for the care and maintenance of 7,105 parkway trees. In order to maintain this urban forest, Public Works personnel and outside contractors conduct routine trimming of parkway trees, as well as the removal of dead, dying, or defective trees and portions of the tree stumps. Tree trimming and tree removal maintenance activities are necessary for safe pedestrian and vehicular traffic, to promote healthy and attractive growth, and to improve community aesthetics. This one-year contract anticipates the Village taking advantage of a multiple jurisdiction bid process next year in order to increase efficiencies relative to the cost of tree maintenance and the amount of work being performed.

Bids were advertised on January 8, 2017 for tree trimming, tree removal, and stump grinding. On January 20, 2017, six sealed bids were received and opened. Total bid prices ranged from \$59,425 to \$133,543.50. Advanced Tree Care, Inc. submitted the lowest-cost responsive and responsible bid with a price of \$59,425.

Advanced is a full-service tree contractor and serves many local municipalities. The company has provided quality work and professional services to the Village of Wheeling since 2012, having performed hundreds of Emerald Ash Borer (EAB) tree removals. Public Works does not have the specialized personnel or equipment needed to perform the amount of tree trimming and tree removal that must be completed annually. Public Work is therefore requesting approval of a one-year contract with Advanced for tree trimming, tree removal, and stump grinding. Funding is allocated in the Public Works FY 2017 Forestry Division budget.

With your concurrence, please include this item on the February 6, 2017 Board meeting agenda.

RESOLUTION NO. 17-_____

RESOLUTION APPROVING A ONE (1) YEAR CONTRACT WITH ADVANCED TREE CARE, INC. FOR TREE TRIMMING/REMOVAL AND STUMP GRINDING DURING FY 2017 IN AN AMOUNT NOT TO EXCEED \$59,425

WHEREAS, the Village of Wheeling annually contracts with a private company to perform parkway tree trimming and for the removal of larger-diameter trees; and

WHEREAS, tree trimming allows for safe pedestrian and vehicular traffic, promotes plant health and renewed growth, and improves aesthetics; and

WHEREAS, tree removal is necessary because of the presence of dead, dying, or defective trees; and

WHEREAS, annual funds are allocated in the Public Works budget for this necessary work; and

WHEREAS, Public Works does not have the specialized personnel or equipment needed to perform the amount of tree trimming and tree removal that must be completed annually; and

WHEREAS, staff advertised for bids on January 8, 2017 and six sealed bids were received and opened on January 20, 2017; and

WHEREAS, Advanced Tree Care, Inc. of Lincolnshire was the lowest-cost responsive and responsible bidder with a total proposal amount of \$59,425; and

WHEREAS, Advanced Tree Care, Inc. has provided quality work and professional services to the Village of Wheeling since 2012;

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 authorized to execute a contract with Advanced Tree Care, Inc. of Lincolnshire for FY 2017 Tree Trimming/Removal and Stump Grinding in a total amount not to exceed \$59,425.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17-_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING
TREE TRIMMING/REMOVAL AND STUMP GRINDING
CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2017 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and _____ hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Tree trimming/removal and stump grinding at various locations in the Village of Wheeling.

This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:

- a. Specification and Contract Document for TREE TRIMMING/REMOVAL AND STUMP GRINDING , consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice: January 8, 2017
 - iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
 - v. Specific Terms, Conditions and Instructions and Blue Prints
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - ~~x. Required Performance and Payment Bonds~~
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
- b. The Contractor's Bid Proposal Dated January 18, 2017
- c. ~~Required Performance and Payment Bonds and~~ Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total

sum of \$59,425 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning ~~prevailing wage rates~~ and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by December 31, 2017 from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. ~~Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.~~
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this _____ day of _____, 2017.

Individual or Partnership _____ Corporation _____

By _____

Position/Title _____

By _____

Position/Title _____

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2017.

Jon A. Sfondilis
Village Manager

ATTEST:

Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING
BID PROPOSAL

CONTRACTOR INFORMATION

Company Name: Advanced Tree care Inc
Address: 600 Industrial Dr
City, State, Zip Code: Winchester Ill 62691

Proposal for Contract Document. We hereby agree to furnish to the Village of Wheeling Tree Trimming/Removal and Stump Grinding in accordance with provisions, instructions, and specifications of the Village of Wheeling for the prices as follows:

OPTION A – TREE TRIMMING

Tree Trimming			
Size (DBH)	Estimated Inches	Per Inch	Price
1-9"	1,800	\$ 2.00	\$ 3600 ⁰⁵
10-17"	3,400	\$ 2.00	\$ 6800 ⁰²
18-24"	6,000	\$ 2.00	\$ 12,000 ⁰²
25-34"	5,100	\$ 2.10	\$ 10,710 ⁰²
35" +	1,050	\$ 2.50	\$ 2,625 ⁰³
Total			\$ 35,735 ⁰²

OPTION B – TREE REMOVAL & STUMP GRINDING

Tree Removal			
Size (DBH)	Estimated Inches	Per Inch	Price
1-9"	1	\$ 7.00	\$ 7.00
10-17"	10	\$ 8.00	\$ 80 ⁰²
18-24"	480	\$ 12.00	\$ 5,760 ⁰²
25-34"	510	\$ 14.00	\$ 7,140 ⁰²
35" +	350	\$ 19.00	\$ 6,650 ⁰²

Stump Grinding			
Size (Diameter)	Estimated Inches	Per Inch	Price
1-9"	1	\$ 3.00	\$ 3.00
10-17"	10	\$ 3.00	\$ 30 ⁰²
18-24"	480	\$ 3.00	\$ 1440 ⁰²
25-34"	510	\$ 3.00	\$ 1530 ⁰²
35" +	350	\$ 3.00	\$ 1050 ⁰²
Total			\$ 23,690 ⁰²

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: Resolution Approving a One (1) Year Contract with Clean Cut Tree Service, Inc. for Creek Tree Trimming/Removal and Brush Clearing During FY 2017 in an Amount Not to Exceed \$31,400

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$31,400 contract with Clean Cut Tree Service, Inc. to perform creek tree trimming, tree removal, and brush clearing along Buffalo Creek, Wheeling Drainage Ditch, Camp McDonald Creek, and William Rogers Memorial Diversion Channel.

BUDGET²: Included in FY 2017 Public Works budget.

BIDDING³: Bids were advertised on January 8, 2017. Four (4) sealed bids were received and opened on January 20, 2017. Clean Cut Tree Service, Inc. was the lowest responsive and responsible bidder.

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

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: February 2, 2017

SUBJECT: Creek Tree Trimming/Removal and Brush Clearing

EXECUTIVE SUMMARY

Staff recommends entering into a contract with Clean Cut Tree Service, Inc. ("Clean Cut") in the amount of \$31,400 for creek tree trimming, tree removal and brush clearing.

The Village of Wheeling maintains certain jurisdictional areas (approximately four miles in length) along the Buffalo Creek, Wheeling Drainage Ditch, Camp McDonald Creek, and William Rogers Memorial Diversion Channel. To assist with this maintenance, which includes tree trimming, removal of fallen or dead trees/limbs, and brush clearing, Public Works contracts with a private company on an annual basis. Creek maintenance is necessary to ensure that the waterways function properly relative to the conveyance of water, to reduce invasive plant species and erosion, and to improve public safety. This one-year contract anticipates the Village taking advantage of a multiple jurisdiction bid process next year in order to increase efficiencies relative to the cost of creek maintenance and the amount of work being performed.

Bids were advertised on January 8, 2017 for creek tree trimming/removal and brush clearing. On January 20, 2017, four sealed bids were received and opened. Bid prices ranged from \$31,400 to \$195,000. Clean Cut from Grayslake, IL, submitted the lowest-cost responsive and responsible bid with a price of \$31,400.

Clean Cut is a full-service tree contractor that has served Chicago-area municipalities, forest preserves, and water reclamation districts since 1988, and has provided quality work and professional services to the Village of Wheeling since 2012. Public Works does not have the specialized personnel or equipment needed to perform the amount and type of creek maintenance that must be completed annually. Public Works is therefore requesting approval of a one-year contract with Clean Cut for creek tree trimming, tree removal, and brush clearing. Funding is allocated in the FY 2017 Sewer division budget.

With your concurrence, please include this items on the February 6, 2017 Board meeting agenda.

RESOLUTION NO. 17-_____

RESOLUTION APPROVING A ONE (1) YEAR CONTRACT WITH CLEAN CUT TREE SERVICE, INC. FOR CREEK TREE TRIMMING/REMOVAL AND BRUSH CLEARING DURING 2017 IN AN AMOUNT NOT TO EXCEED \$31,400

WHEREAS, the Village of Wheeling annually contracts with a private company to perform creek maintenance along Buffalo Creek, Wheeling Drainage Ditch, Camp McDonald Creek, and the William Rogers Memorial Diversion Channel, including clearing vegetation at and under bridges; and

WHEREAS, creek maintenance includes tree trimming, removal of fallen or dead trees/limbs, and brush clearing which reduces erosion and removes impediments to proper creek hydraulic water flow; and

WHEREAS, funds have been allocated in FY 2017 Sewer division budget for this necessary work; and

WHEREAS, Public Works does not have sufficient qualified staff or the type of specialized equipment to perform the type or amount of creek maintenance that is required annually; and

WHEREAS, staff advertised for bids on January 8, 2017 and four (4) sealed bids were received and opened on January 20, 2017; and

WHEREAS, Clean Cut Tree Service, Inc., of Grayslake, IL submitted the lowest-cost responsive and responsible bid with a not-to-exceed proposal amount of \$31,400; and

WHEREAS, Clean Cut Tree Service, Inc. has provided quality work and professional services to the Village of Wheeling since 2012 for creek maintenance;

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 authorized to execute a Contract with Clean Cut Tree Service, Inc. of Grayslake for FY 2017 Creek Tree Trimming/Removal and Brush Clearing in an amount not to exceed \$31,400.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17-_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING
CREEK TREE TRIMMING/REMOVAL AND BRUSH CLEARING
CONTRACT DOCUMENT

This agreement is made this ____ day of _____, 2017 between and shall be binding upon, the Village of Wheeling, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and Clean Cut Tree Service, Inc. hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

*Creek tree trimming, tree removal, and brush clearing along Buffalo Creek, Wheeling Drainage Ditch, Camp McDonald Creek and William Rodgers Memorial Diversion Channel
(per bid specifications).
Microsoft*

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for CREEK TREE TRIMMING/REMOVAL AND BRUSH CLEARING, consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice: January 8, 2017
 - iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
 - v. Specific Terms, Conditions and Instructions and Blue Prints
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - ~~x. Required Performance and Payment Bonds~~
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
 - b. The Contractor's Bid Proposal Dated January 19, 2017
 - c. ~~Required Performance and Payment Bonds~~ and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$31,400 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning ~~prevailing wage rates~~ and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by December 31, 2017 from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. ~~Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.~~
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this _____ day of _____, 2017.

Individual or Partnership _____ Corporation _____

By _____

Position/Title _____

By _____

Position/Title _____

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2017.

Jon A. Sfondilis
Village Manager

ATTEST:

Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
BID PROPOSAL**

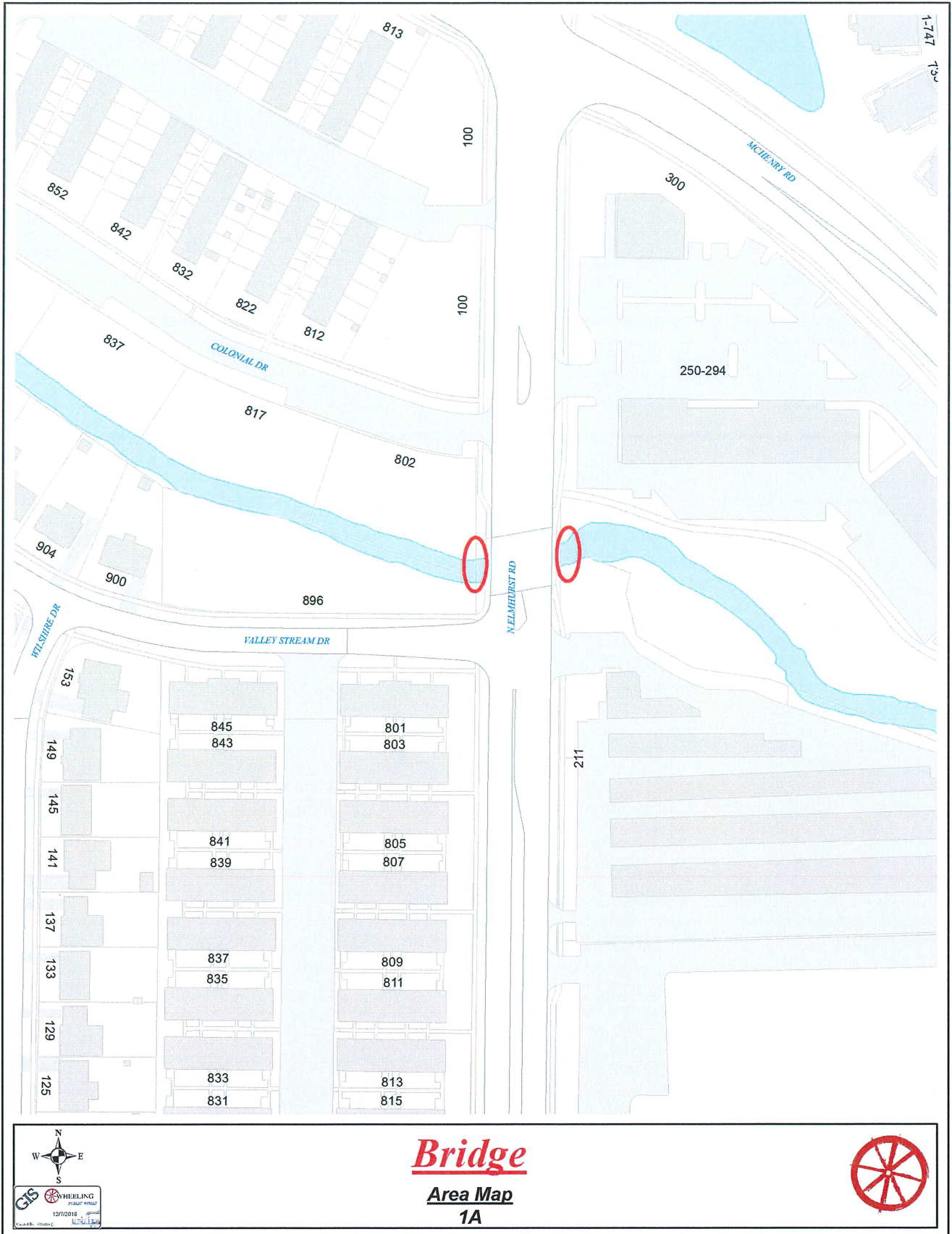
CONTRACTOR INFORMATION

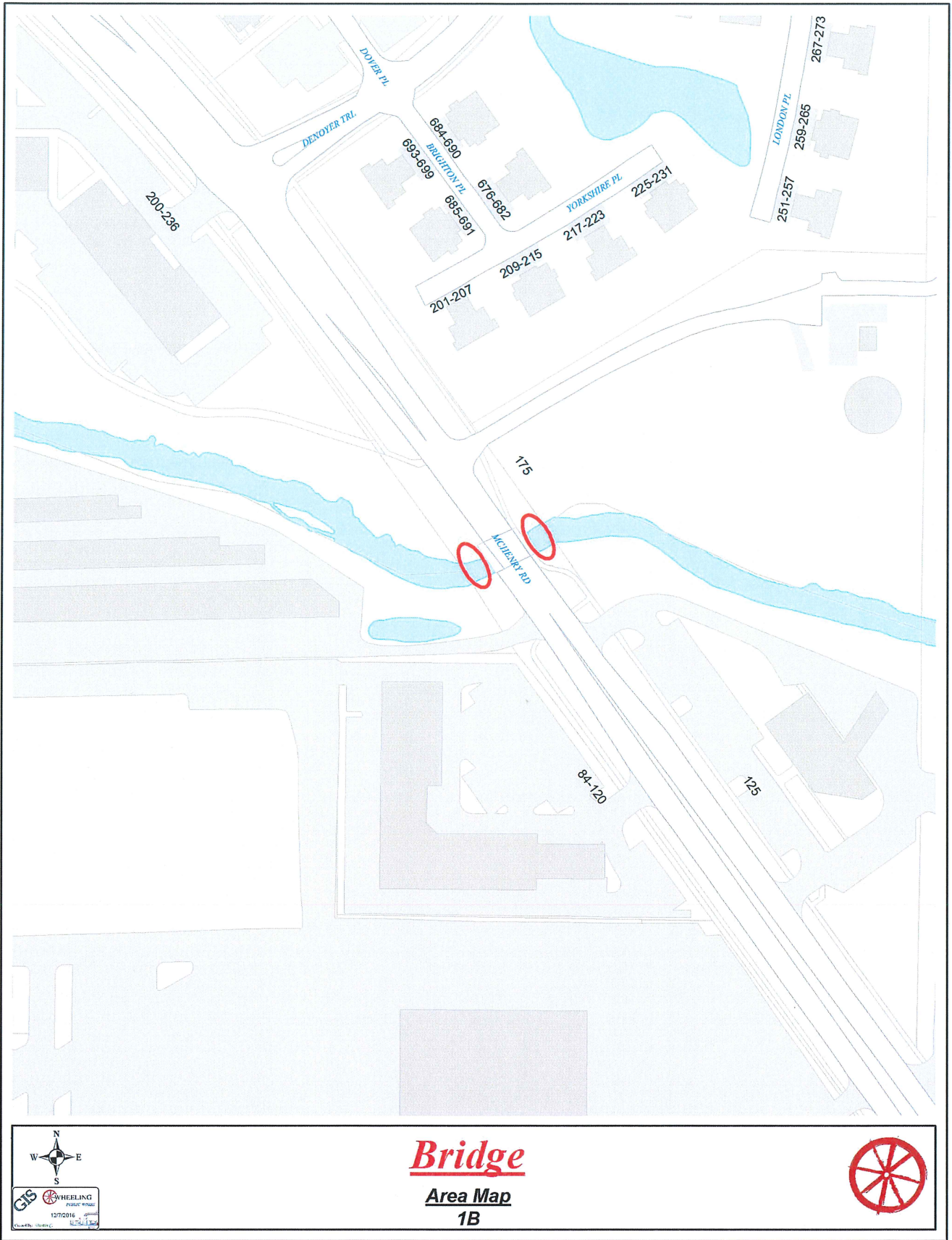
Company Name: Clean Cut Tree Service
Address: 31064 N IL Route 83
City, State, Zip Code: Grayslake, IL 60030

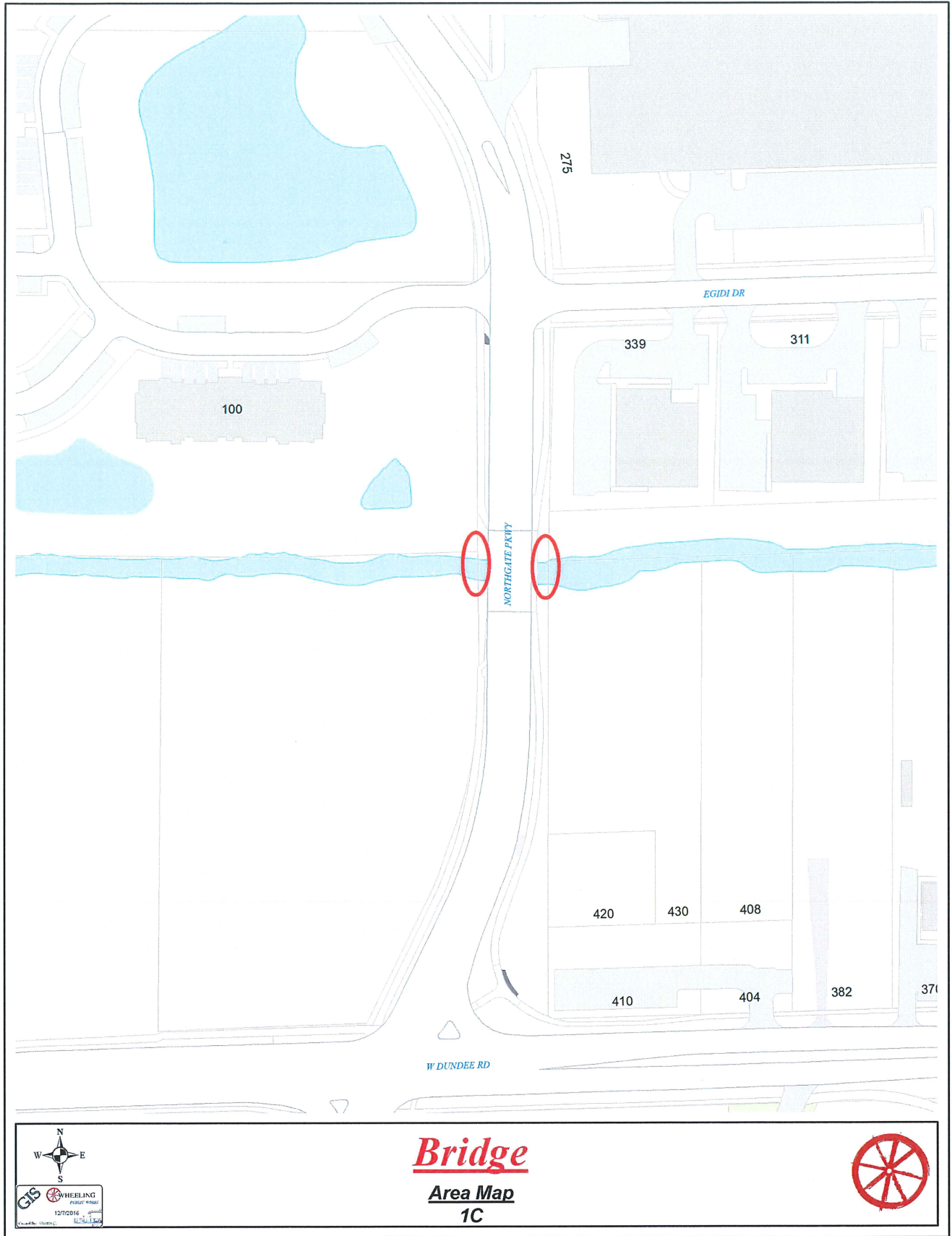
Proposal for Contract Document. We hereby agree to furnish to the Village of Wheeling Creek Tree Trimming/Removal and Brush Clearing in accordance with provisions, instructions, and specifications of the Village of Wheeling for the prices as follows:

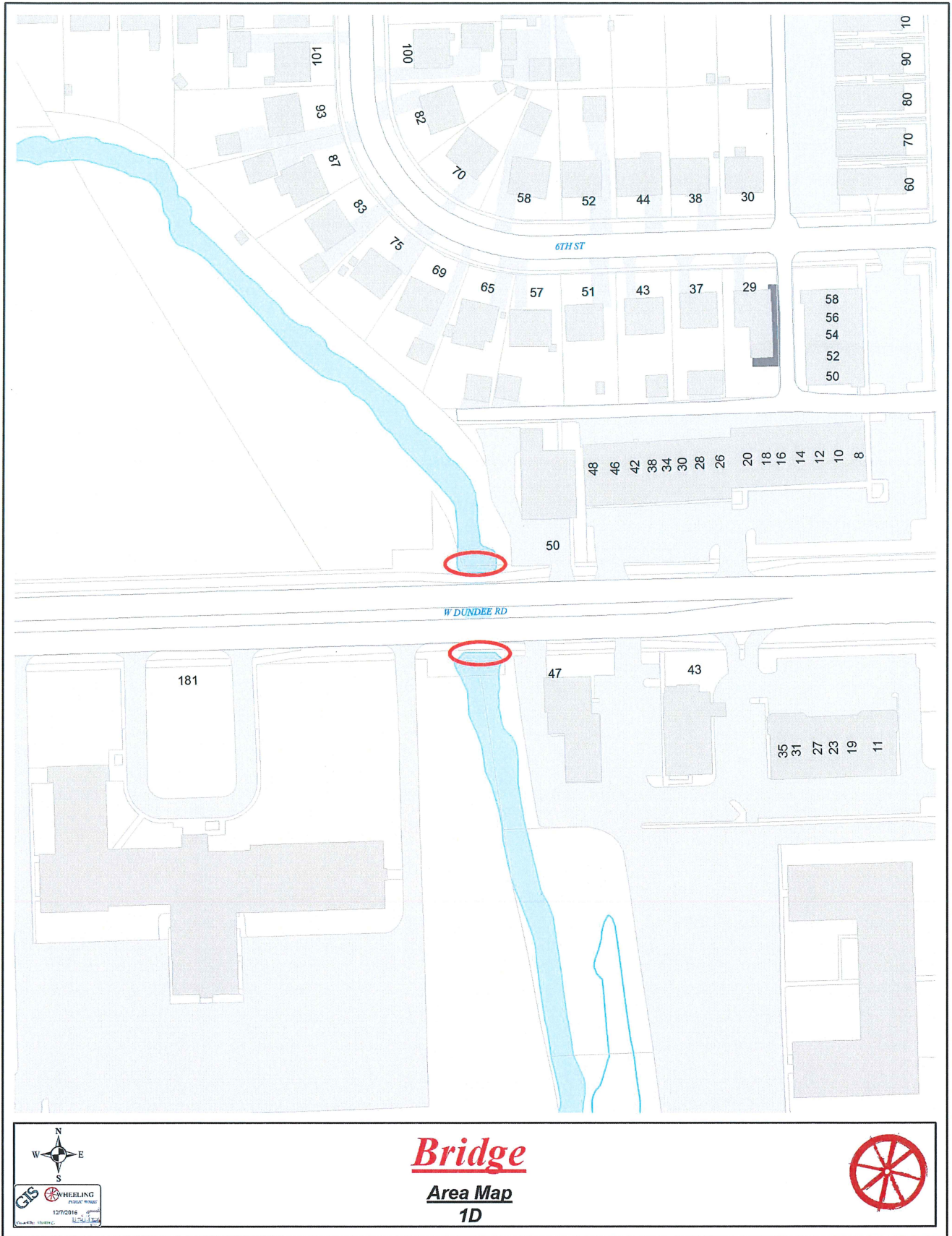
Creek Tree Trimming/Removal and Brush Clearing	
Area	Price
Area Map 1A to 1H	\$ 6,500.00
Area Map 2	\$ 1,700.00
Area Map 3	\$ 9,000.00
Area Map 4	\$ 6,500.00
Area Map 5	\$ 3,200.00
Area Map 6	4,500.00
Total	\$ 31,400.00

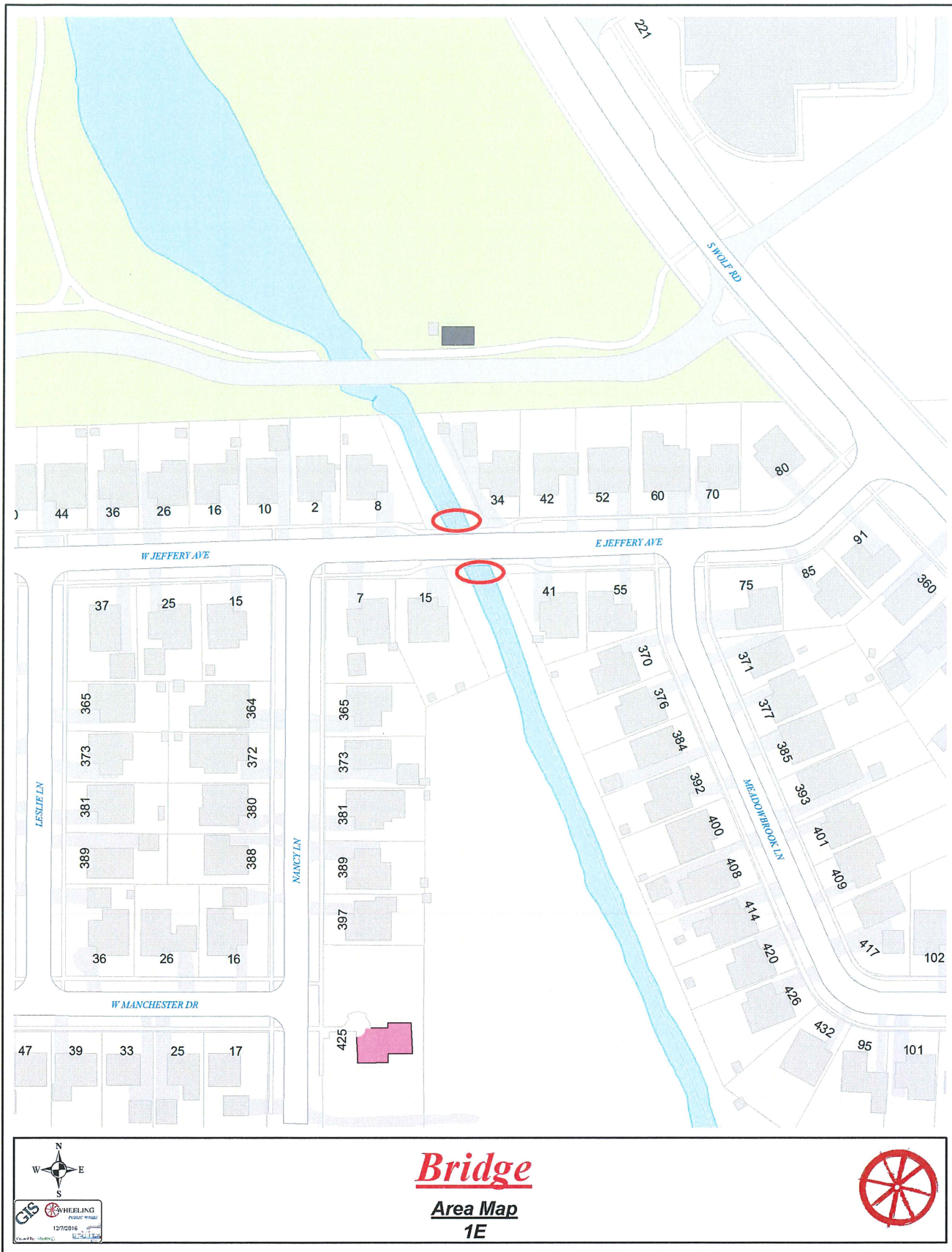
ATTACHMENT – AREA MAPS

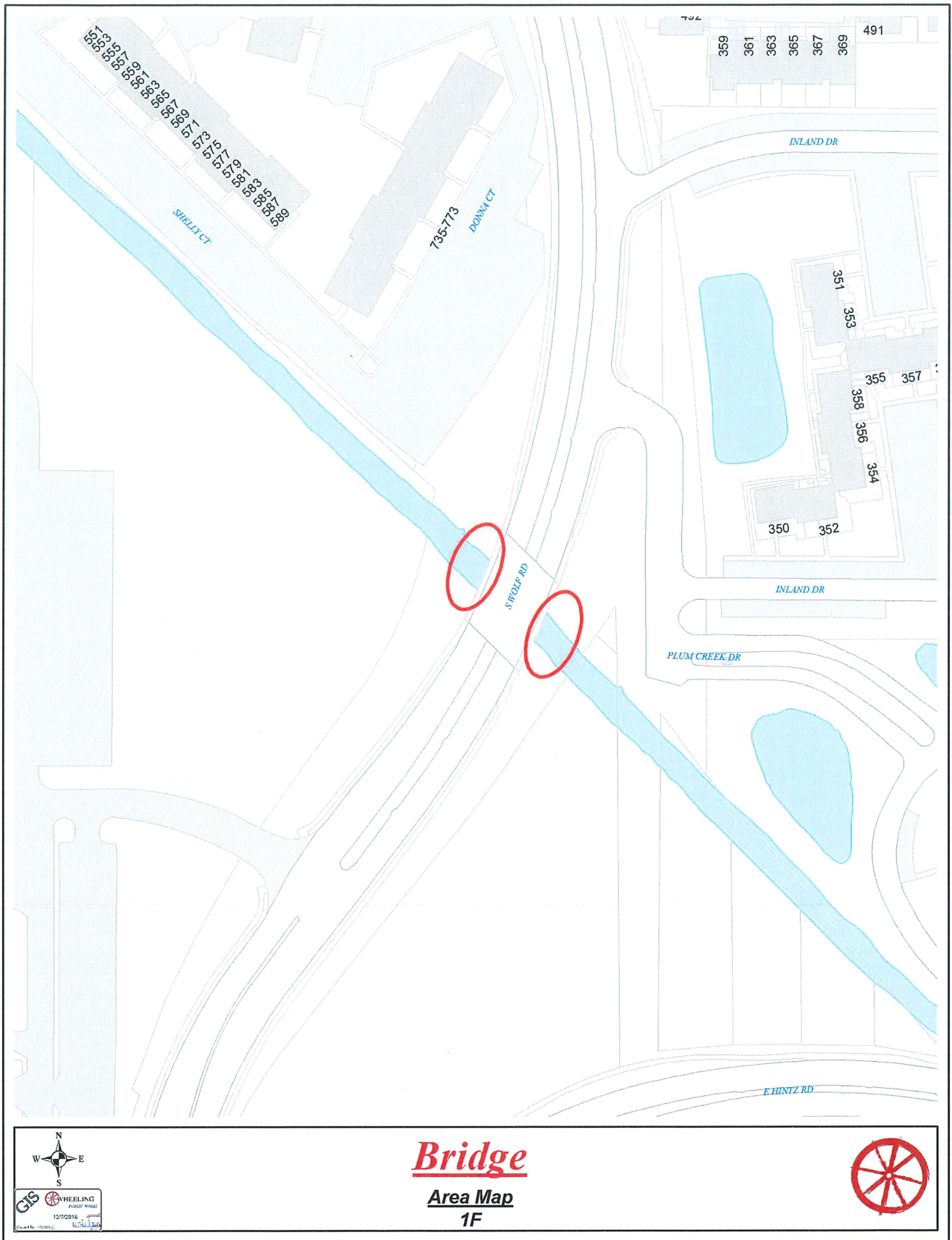


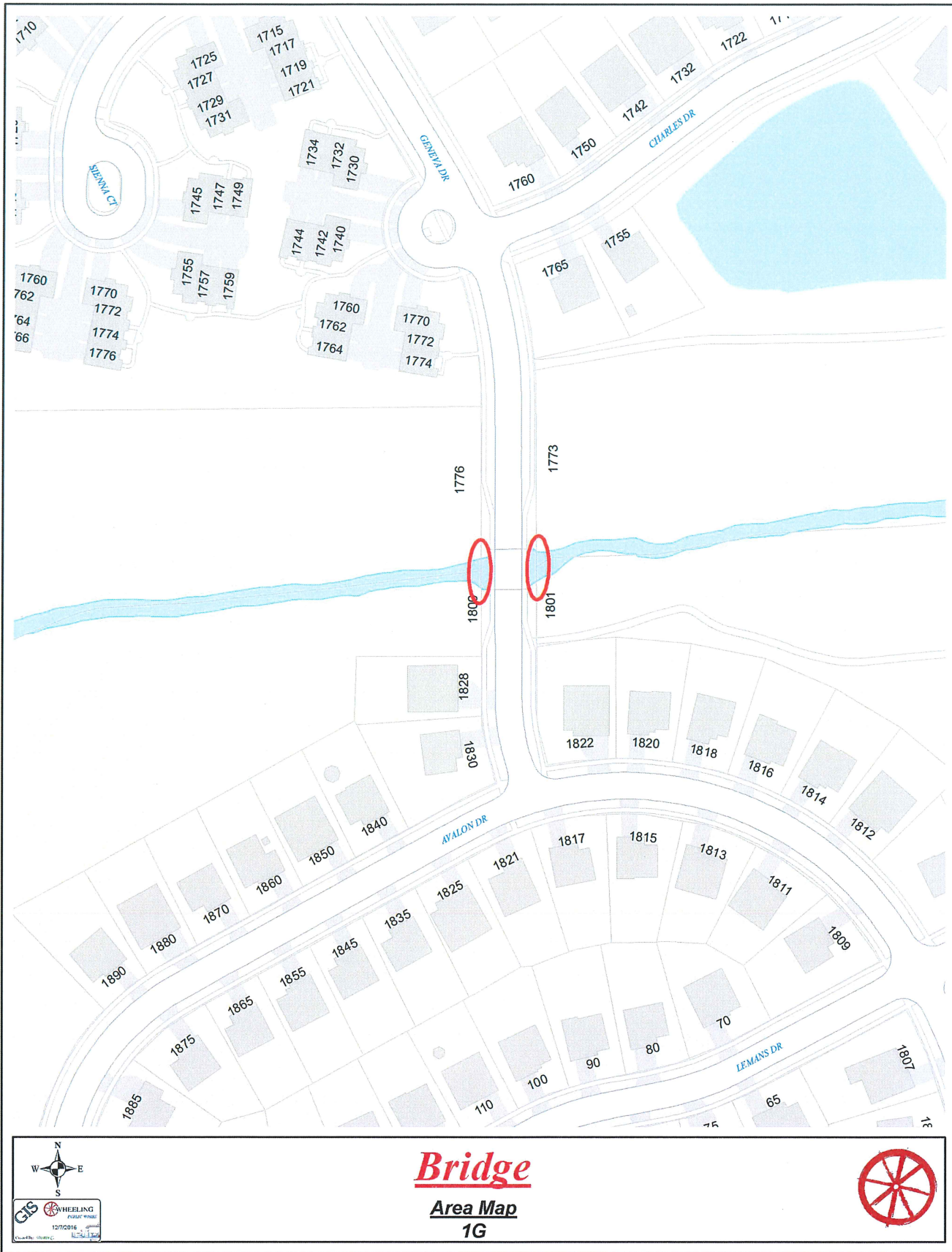


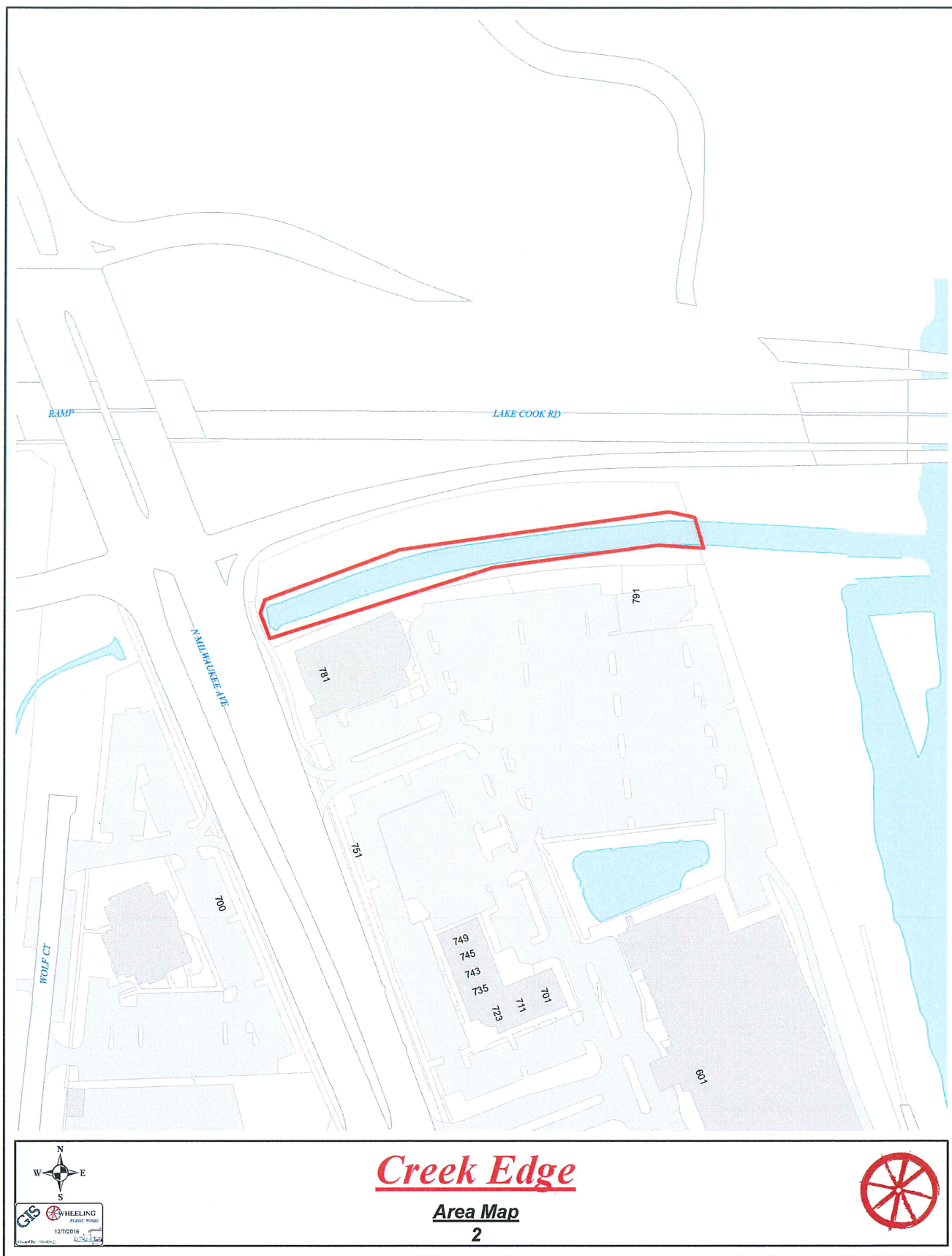


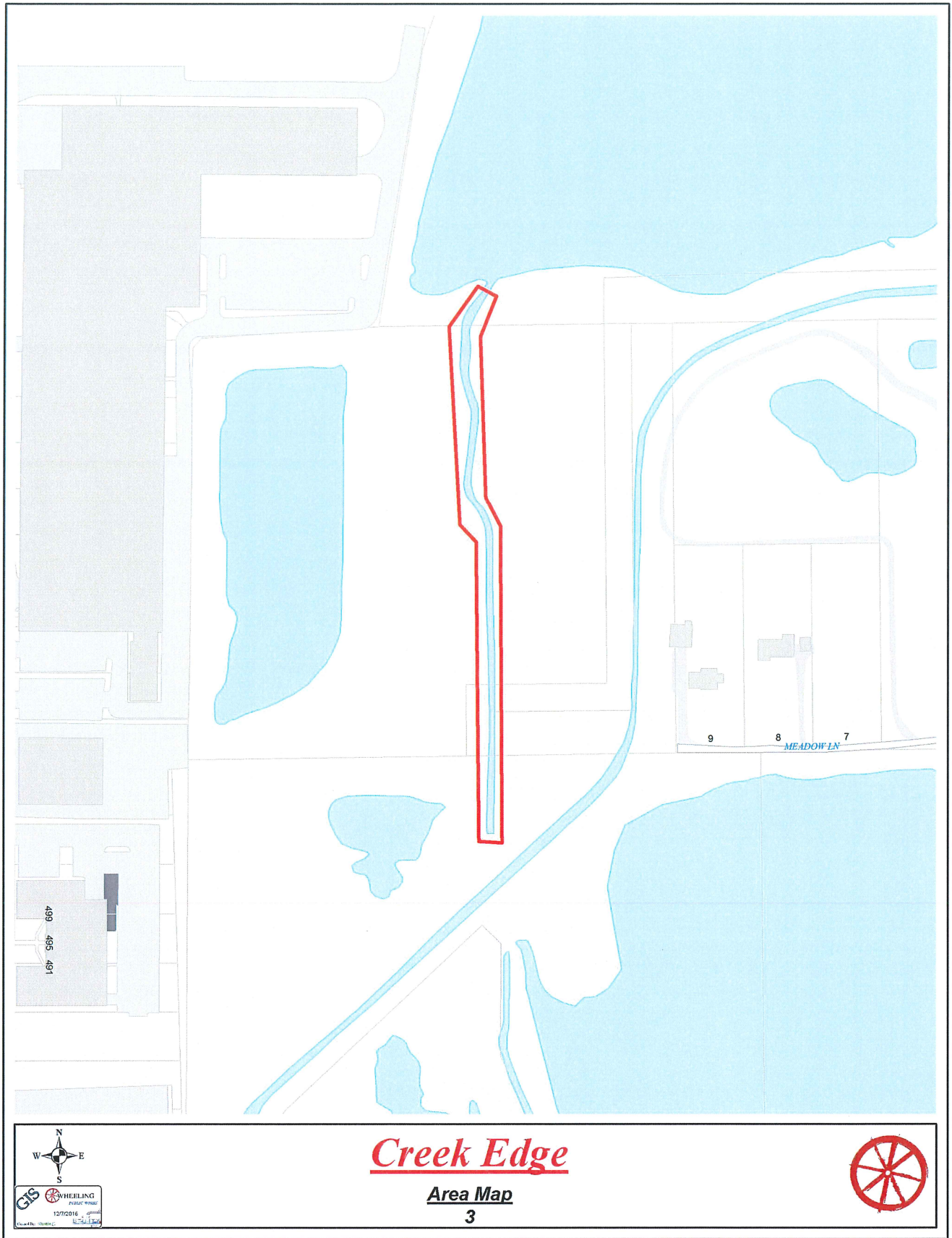








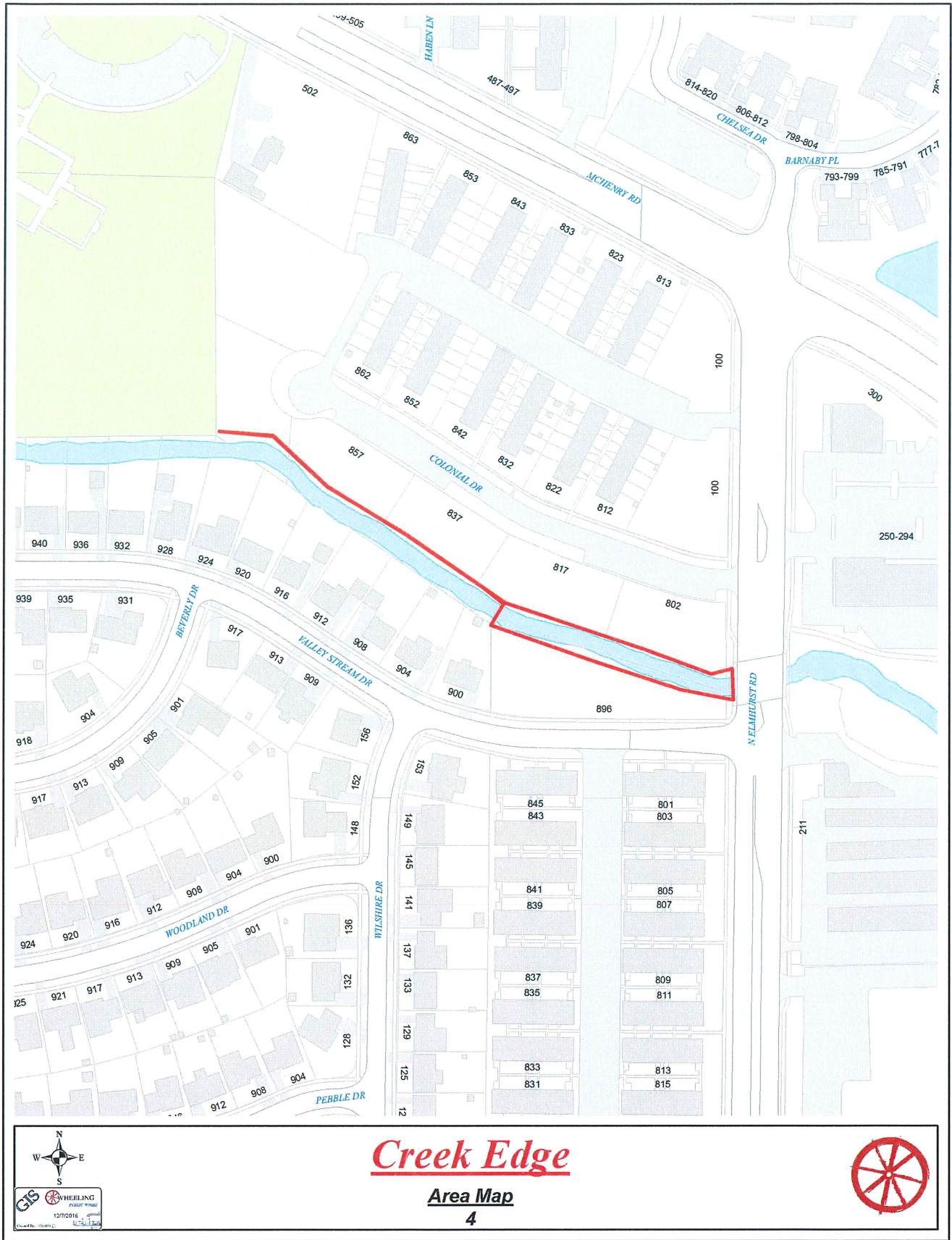


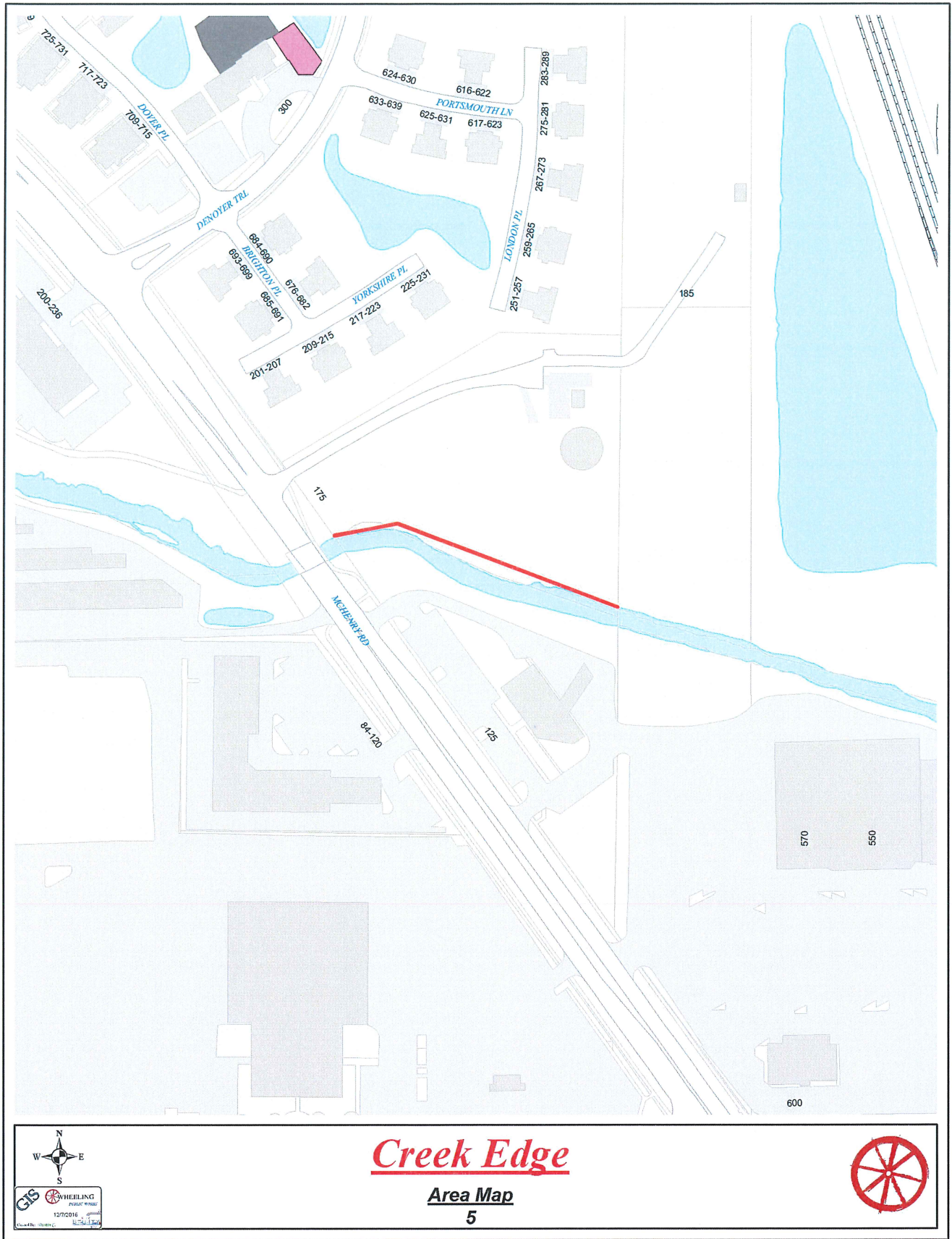


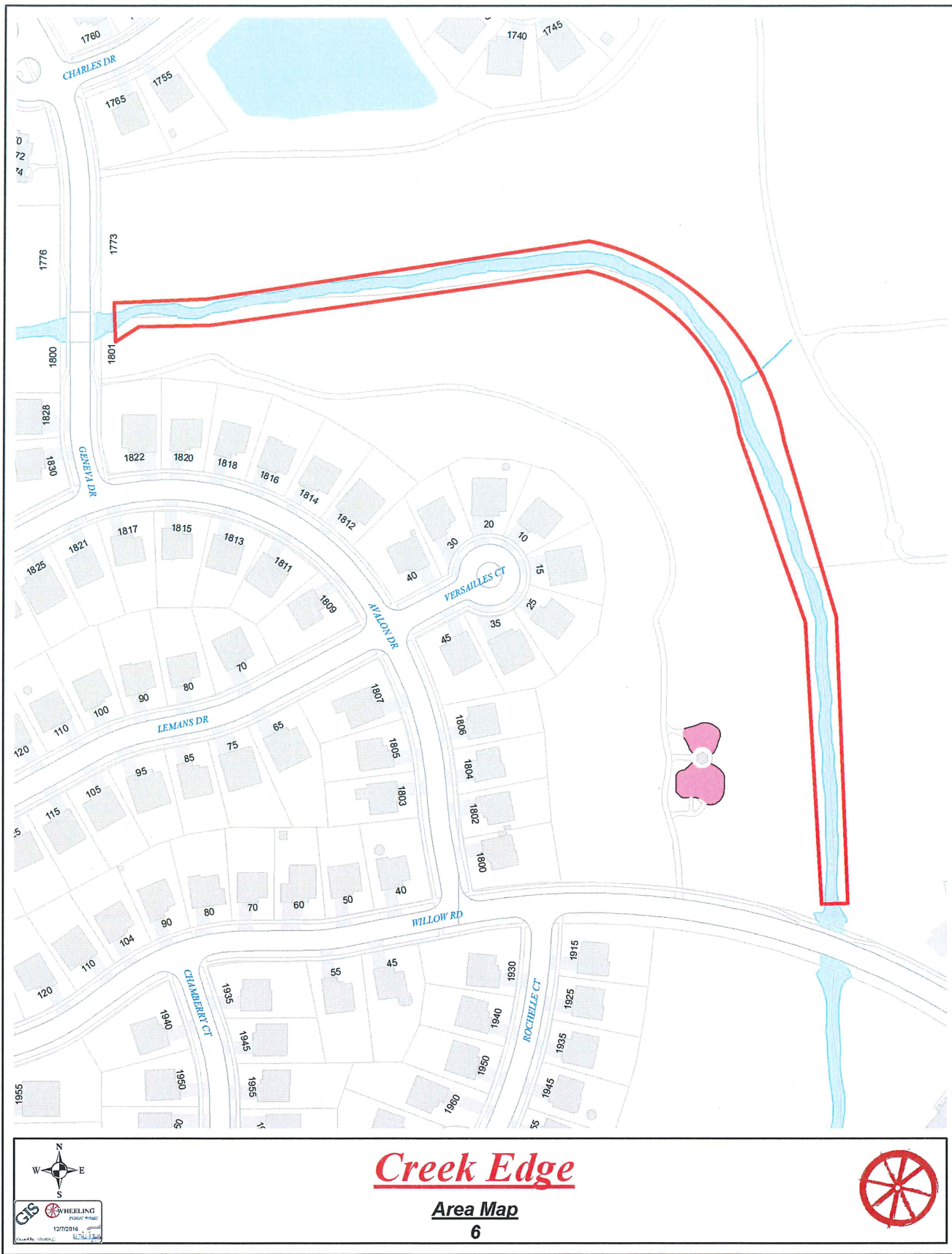
Creek Edge

Area Map
3









VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED:

- A. Public Hearing Re: Request for Cook County Class 6b Property Tax Exemption from Chaddick SG LLC, contract purchaser
- B. Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment for the Property Located at 1075 Chaddick Drive in the Village of Wheeling, Illinois

SUBMITTED BY: John C. Melaniphy III, Director of Economic Development

BASIC DESCRIPTION OF ITEM¹: Application for Class 6b property tax exemption based on new construction of an industrial building on the industrial property located at 1075 Chaddick Drive in Wheeling.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memo, Public Notice, Resolution, Class 6b Application

RECOMMENDATION: Staff recommends approval of the application.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

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

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

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



MEMORANDUM

TO: John C. Melaniphy III, Director of Economic Development
FROM: Dru Garcia, Business Development Coordinator
DATE: February 1, 2017
SUBJECT: Request for Cook County Class 6B Property Tax Classification
Chaddick SG LLC – 1075 Chaddick Drive

EXECUTIVE SUMMARY

An application for 6b Real Estate Property Tax Classification has been submitted by Chaddick SG LLC (“Applicant”), and has been placed on the agenda for consideration by the Village Board on Monday, February 6, 2017. The Applicant desires to construct a new, approximately 83,755-square-foot, speculative industrial facility on the vacant property at 1075 Chaddick Drive in Wheeling.

BACKGROUND: Attached is an application for the Cook County Class 6b property tax incentive submitted by Chaddick SG LLC, (“Applicant”) as the contract purchaser of the vacant and abandoned 5.28-acre industrial property at 1075 Chaddick Drive (“subject property”). A public hearing is scheduled for February 6, 2017 and a public hearing notice has been published in the Daily Herald.

The Applicant is an affiliate of Sitex Group (“Sitex”). In the application, Sitex is described as a vertically integrated real estate private equity firm that acquires and repositions industrial facilities in major, infill markets.

The Applicant has placed the subject property under contract with intent to demolish the existing, approximately 41-year-old, vacant facility and construct a new, approximately 83,755-square foot industrial building in its place. The new building would accommodate one or two tenants and would be suitable for warehousing, manufacturing, and distribution uses. It would be constructed to meet current market demands with 30-foot clear height ceilings, ten exterior loading docks, two drive-in doors, approximately 99 car parking spaces, ESFR sprinkler system, and precast construction.

According to Exhibit G, and as highlighted in the 6b contingency clause in Exhibit H, this property acquisition and subsequent investment would only be possible if the Class 6b incentive is granted. The Applicant asserts that without the 6b classification, tenants would not lease space at the subject property since the property taxes would be too high. As stated in Exhibit L, the property has been 100% vacant and unused since 2010. Since the Applicant is applying for 6b

classification based on new construction of an industrial facility, there is no requirement to prove the duration of vacancy or that special circumstances exist.

CLASS 6b REQUIREMENTS: The Applicant is applying for the Class 6b property tax classification based on new construction of an industrial facility.

FISCAL IMPACT: 1075 Chaddick Drive is a vacant and abandoned industrial property. If the Class 6b real estate tax classification is granted and the property is developed, a reduced assessment rate would be applied to the property. The 6b incentive assessment rate is less than the standard assessment rate of 25%, being 10% for the first ten years, 15% on the eleventh year, and 20% on the twelfth year. However, even at the reduced assessment rate, the property taxes generated would be substantially greater than they would be if the property were to remain vacant and abandoned.

As projected in Exhibit P, the reduced property tax liability resulting from a 6b classification for the subject property, based on a development budget value of \$6,136,529 including acquisition, would be approximately \$159,641 per year, and increasing in subsequent assessment years. An increase in assessed value is anticipated in 2018 as the property construction is completed and tenants begin to take occupancy. The property tax liability for 2015 payable in 2016 is approximately \$100,739, since the property is 100% vacant and abandoned. Therefore, the fiscal impact of the requested 6b is expected to be positive in the long term.

In Exhibit N, the Applicant estimates this development would create approximately 125 to 150 construction jobs and, once occupied, the tenants would employ approximately 45 to 95 employees at the subject property.

Additionally, the Applicant anticipates this development will contribute to the Wheeling economy with increased property tax revenue, employment opportunities, gasoline and retail expenditures, and other indirect contributions.

Overall, if the Class 6b was granted, the property would generate significantly greater property tax revenue, the tenants locating at the facility would bring employment opportunities, along with other direct and indirect economic benefits.

RECOMMENDATION: The Village has received the application fee of \$950.00. Village staff has reviewed the application, as summarized above, and recommends the 6b property tax classification be approved based on new construction of an industrial facility.

This project would be the second speculative industrial building constructed in Wheeling since at least 1997. The Class 6b was created to facilitate industrial development and occupancy and invigorate manufacturing employment in Cook County. This project is a textbook example of what the Class 6b was designed to accomplish. As additional background, a listing of past Class 6b applications approved by the Village Board is attached.

Please place this item on the Village Board agenda for February 6, 2017. Thank you.

Village of Wheeling
List of Class 6B Property Tax Incentive Applicants
As of 2/1/2017

To Regular Agenda

APPLICANT		ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
APPLICATIONS APPROVED							
1	Spectrum Manuf.	140-180 E. Hintz	119,050	24,000	60	04/07/86	\$1,100,000
2	Indeck Power Equip.	1111 S. Willis	330,000	99,000	20	10/06/86	1,750,000
3	Elenco Electronics	150 W. Carpenter	60,150	24,250	15	10/06/86	790,000
4	Spectra Tool	652-724 Chaddick	130,475	38,000	22	11/03/86	1,000,000
5	Quintel, Inc.	44 Century Dr.	82,474	30,000	40	11/03/86	1,000,000
6	John Remke, Inc.	Chaddick Dr	50,000	13,750	23	05/18/87	700,000
7	Fire Control	255 Alderman	52,400	18,830	17	05/18/87	700,000
8	Faucet Queens	550 Palwaukee	67,500	17,900	12	05/18/87	770,000
9	Bridgestone	Century Dr	40,260	21,000	7	05/18/87	385,000
10	Graphic Products	S. Wolf Rd	190,754	52,950	48	07/06/87	1,600,000
11	A & M Tool Co., Inc.	Chaddick Dr	76,200	20,290	30	09/08/87	770,000
12	Edgar A. Weber	Palwaukee Dr	137,260	28,600	28	09/21/87	1,100,000
13	Clearshield Nat'l.	Peterson/Marquardt	369,800	80,000	65	10/19/87	2,000,000
14	Waldmann Lighting Co.	Century Dr	101,000	12,000	12	12/07/87	500,000
15	Ron Lemmon/Cano	Alderman Ave	44,000	18,000	25	01/18/88	570,000
16	Tool King, Inc.	275 Larkin Dr	45,700	12,645	20	01/18/88	575,000
17	Mercury Stainless	475 Allendale	188,000	84,400	9	02/16/88	5,500,000
18	Smalley Steel Ring	Gilman at Wheeling Rd	189,500	57,000	10	03/21/88	2,250,000
19	Victory Machinery	Egidi Dr	36,400	10,200	4	09/06/88	355,000
20	ENSAR Corp.	135 E. Hintz	195,600	88,500	50	11/07/88	1,600,000
21	Crescent Cardboard	100 W Willow	96,600	43,000	6	11/21/88	1,505,000
22	G&Z Industries, Inc.	Chaddick Drive	88,050	30,223	47	05/15/89	855,000
24	Engis Corporation	133 W Hintz Rd	385,000	65,950	120	07/17/89	4,600,000
23	R.S. Anderson	Wolf/Hintz Rd	201,465	26,000	50	10/02/89	2,900,000
25	Dearborn Wire&Cable	250 Carpenter	356,540	52,000	50	09/04/90	1,600,000
26	Faucet Queens II	Chaddick Dr	110,468	33,830	6	09/04/90	1,450,776
27	Autoblok Corp	251 Egidi	74,394	15,145	4	04/01/91	700,000
28	Seگردahl Corp.	1351 S Wheeling Rd	616,239	38,900	5	04/20/92	1,200,000
29	A & M Tool II	450 Chaddick	76,200	5,667	4	02/16/93	300,000
30	Sauk Machine Works	5 Waltz Dr	42,374	16,030	20	08/16/93	480,000
31	Tool King II	275 Larkin Dr	80,173	15,000	5	07/19/93	300,000
32	Smalley Steel Ring II	385 Gilman Ave	270,090	42,686	20	02/22/94	1,710,400
33	ADC LP (Anderson Die)	1720 S Wolf Rd	143,000	19,500	20	09/19/94	460,000
34	Seگردahl Corp II	1351 S Wheeling Rd	616,239	14,000	15	12/05/94	1,500,000
35	Video Technologies Inc.	101 E Palatine Rd	355,450	97,928	10	12/05/94	2,500,000
36	Fluid Power Industries	511 Glenn Ave	194,278	15,000	25	12/19/94	2,000,000
37	Handi-Foil Corp/HFA Inc. II	135 E Hintz Rd	199,633	95,625	40	06/05/95	3,000,000
38	Ron Lemmon/CANO II	448 Mercantile	105,500	48,000	15	09/05/95	400,000
39	Inland Die Casting	161 Carpenter	112,089	13,629	25	12/04/95	760,344
40	Skokie Valley Beverage	199 Shepard	214,291	29,000	10	04/01/96	1,196,511
41	Plaza Tool & Mold Co.	Century Dr	20,000	5,000	6	07/01/96	333,070
42	Peer International Corp.	77 W Hintz Rd	418,575	159,000	50	10/21/96	5,000,000
43	Howlan Inc.	Northgate/Quail Hollow	84,337	31,137	25	06/02/97	1,400,000
44	Prototype & Production	130 W Carpenter	60,160	15,000	18	06/16/97	900,000
45	Genender II (Quintel)	44 Century Dr	68,629	34,302	10	09/15/97	1,180,000
46	Transcell Technology	Waltz Dr	43,368	14,625	18	12/15/97	1,050,000
47	Wieland Metal	567 Northgate	822,739	126,670	61	12/15/97	38,321,000
48	Suburban Surgical	275 12th St	147,000	90,000	30	08/17/98	2,475,224
49	Inland Die Casting II	161 Carpenter	216,719	20,000	105	06/21/99	1,173,480
50	Tandem Metals	581 S Wheeling Rd	117,000	33,000	40	08/07/00	1,200,000
51	Sauk Machine II	5 Waltz Dr/10 W Hintz	43,368	20,000	50	05/14/01	650,000
52	Fresh N Go	7150 Capitol Dr	91,476	34,653	80	08/27/01	1,529,000
53	North American Signal	605 S Wheeling Rd	98,729	20,022	60	12/03/01	1,374,775
54	FedEx Ground Package Sys	1444 S Wolf Rd	511,830	96,576	263	08/12/02	8,500,000
55	Forty Foot High Realty	540 Allendale	219,916	127,400	170	10/28/02	N/A
56	Handi-Foil Inc.	915 S Chaddick/135 E Hintz		17,059	100	12/09/02	850,000

Village of Wheeling
List of Class 6B Property Tax Incentive Applicants
As of 2/1/2017

To Regular Agenda

	APPLICANT	ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
57	MC Steel	475 Allendale Dr	190,000	53,000	37	07/14/03	2,500,000
58	JD Clampett LLC	464 Northgate Pkwy		23,716	14	06/28/04	N/A
59	A-1 Contractors	120 E Marquardt	34,785	6,000	23	04/11/05	N/A
60	Jupiter Aluminum Corp.	475 W Allendale Dr				12/19/05	N/A
60	Andrew Technologies	305 Alderman Ln	44,174	18,000	20	10/23/06	N/A
61	581 Investors LLC	581 S Wheeling Rd	118,788	33,940	38	11/27/06	N/A
62	Computer World Solution	1550 W Abbott Dr	126,837	59,790	30	12/11/06	N/A
63	Juniper Aluminum Corp.					02/26/07	N/A
64	SMW Autoblok Corp	285 Egidi		13,069	5	04/09/07	1,400,000
65	Accellent Endoscopy	140 E Hintz Rd	178,955	16,416	20	06/11/07	1,200,000
66	Logan Knitting Mills	2181 Foster Ave		31,780	54	07/09/07	N/A
67	Philos Technologies	110-112 Carpenter		27,796	14	10/09/07	N/A
68	Skokie Valley Beverage (renewal)	199 Shepard		29,000		12/17/07	N/A
69	RSVP Ventures	1019 Noel		60,000	50	01/14/08	N/A
70	The Segerdahl Corp	1351 S Wheeling Rd	616,239	82,056	20	04/07/08	6,000,000
71	Champro Sports	1175 Wheeling Rd		186,600	50	04/21/08	N/A
72	Blue Wolf Capital Mng	45-49 Hintz Rd		309,749	442	07/07/08	N/A
73	Marathon Cutting Die	2310-2320 Foster Ave		55,000	47	08/18/08	N/A
74	Foster Avenue LLC	2211 Foster Ave		29,347	19	08/18/08	N/A
75	CenterPoint Properties	1500 S Wolf Rd		219,732	300	05/19/08	N/A
76	PasProps, Inc.	1290 Peterson Ave		14,000	15	12/22/08	400,000
77	Anemone Landscaping, Inc. & Scaravalle Construction, Inc.	555 Exchange Ct		9,000	17	12/07/09	550,000
78	Sitex Realty Group LLC	301 Holbrook Dr		64,160	40	01/18/11	90,000
79	Engis Corporation	105 W. Hintz Road		121,460	124	02/07/11	6,000,000
80	Michael Bauer	2230-2232 S Foster Ave		7,800	8	01/23/12	65,000
81	Cano Packaging Corp	230 W Palatine Rd		172,799	290	04/02/12	2,284,010
82	Andrew Technologies	333 Alice Street	61,215	24,065	33	12/17/12	100,000
83	SIELC Technologies	800-804 Seton Court	42,144	9,000	8	12/17/12	30,000
84	120 Palatine LLC	120 W. Palatine Road	456,588	129,004	91	01/07/13	2,350,000
85	Alfa Holdings, LLC	100 Chaddick Drive	173,326	72,000	75	02/25/13	1,000,000
86	MGMCM Property, LLC	100 Shepard Avenue	59,800	27,900	18	04/21/14	130,000
87	Hamano Properties, LLC	2399 Foster Avenue	47,362	10,880	7	05/05/14	378,000
88	FedEx Ground Package Sys	1234 Peterson Drive, 1101 Chaddick Drive	653,400	146,502	51	07/07/14	4,686,236
89	American Cast Films	401 Chaddick Drive	140,699	34,082	25	09/02/14	N/P
90	Precision Zone Service, Co.	311 Egidi Drive	36,409	9,949	25	12/15/14	100,000
91	Brew 38, LLC	2350 Foster Avenue	56,657	25,748	80	04/06/15	275,000
92	Vinston US Corp	204-206 Carpenter Avenue	52,200	16,491	3	05/18/15	480,000
93	7550 Oak Park LLC	634 Glenn Avenue	300,000	82,450	135	07/06/15	895,000
94	Bridge Industrial Acquisition, LLC-->Hamilton Partners via HP Wheeling 1	800 Northgate Parkway	607,444	185,266	185	8/17/2015, Cont. 12/5/16	13,600,000
95	1150 Partners, LLC	1150 Willis Avenue	68,400	34,830	25	09/17/15	250,000
96	VK 1019 Noel, LLC	1019 Noel Avenue	121,376	60,900	25	12/21/15	323,000
97	Kabbani and Kutechko	520 Quail Hollow Drive	12,769	6,700	12	12/21/15	82,000
98	Ryan Hunt, LLC (Champro)	1200 S. Willis Avenue	57,756	30,000	42	04/18/16	155,500
99	511 Glenn, LLC	511 Glenn Avenue	187,452	56,810	35	11/21/16	768,480
	TOTAL			4,919,659	4,652		\$166,461,806

 Expired 6B

*NOTE: Number of employees immediately upon occupancy and not including growth projections

**NOTE: Estimated cost of New Construction and/or Substantial Rehabilitation, not inc. acquisition costs.

Village of Wheeling
List of Class 6B Property Tax Incentive Applicants
As of 2/1/2017

To Regular Agenda

APPLICANT		ADDRESS	LOT SIZE (sq.ft.)	BLDG SIZE (sq.ft.)	# OF EMP.*	DATE 6(B) GRANTED	EST. COST OF CONST/REHAB**
APPLICATIONS DENIED			Date Denied				
1	Litho-Tronics, Inc.	Chaddick Dr	37,720	12,000	6	04/27/87	\$470,000
2	Beatrice Home Spec.	Northgate Pkwy	617,850	250,000	298	08/03/87	\$4,850,000
3	Three J's Ind. Inc.	725 S Glenn	39,198	11,875	16	11/20/89	\$560,000
4	Mau/Circuit Service	333 Alice	56,250	22,983	85	05/20/91	\$0
5	FedEx Ground: Expansion	1444 S. Wolf Road		15,840	6	10/09/06	\$4,500,000
6	Suburban Surgical: Extension	275 Twelfth Street	147,000	90,000	30	02/03/10	\$0
	TOTAL			402,698	441		\$10,380,000

VILLAGE OF WHEELING
NOTICE OF PUBLIC HEARING

Please be advised that a Public Hearing will be conducted by the President and Board of Trustees of the Village of Wheeling on February 6, 2017, at 6:30 p.m. in the Council Chambers of the Village of Wheeling, 2 Community Boulevard, Wheeling, Illinois, on the application of Chaddick SG, LLC or its Assignee to receive Village approval of a Cook County Class 6b property tax exemption for new construction at 1075 Chaddick Drive in Wheeling, IL, legally described as:

LEGAL DESCRIPTION

LOT 1 IN SOUTH WHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS

03-14-200-026-0000

All written and oral comments from other taxing agencies and citizens of the Village of Wheeling are welcome and will be entered into the record of the proceedings.

John Melaniphy
Director of Economic Development

TO BE PUBLISHED IN THE DAILY HERALD no later than January 26, 2017.

RESOLUTION 17 - _____

**A RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6B
REAL ESTATE TAX ASSESSMENT CLASSIFICATION
FOR THE PROPERTY LOCATED AT
1075 CHADDICK DRIVE
IN THE VILLAGE OF WHEELING, ILLINOIS**

WHEREAS, the Village of Wheeling (the "Village") desires to promote and preserve industrial uses in the Village; and

WHEREAS, the Cook County Assessor is operating under the Cook County Real Property Classification Ordinance (the "Ordinance") enacted by the Cook County Board of Commissioners, as amended from time to time, which provides industrial property owners, in certain cases, with a reduction in the assessed valuation of an industrial facility in order to induce companies to locate or remain in Cook County; and

WHEREAS, Chaddick SG LLC or its assignee (the "Petitioner") has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the "Village Board") that such Class 6b Classification is necessary to encourage improvement and occupancy of the specific real estate identified below (the "Subject Property"); and

WHEREAS, the Village Board supports and consents to the filing of a Class 6b Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6b Classification qualifications for industrial warehousing, manufacturing and/or distribution uses; and

WHEREAS, the Village Board has determined that the granting of a Class 6b Classification to the Petitioner, for the Subject Property, would be beneficial to the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the request of the Petitioner to have the Subject Property declared eligible for Class 6b Classification under the Ordinance, is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the improvement and occupancy of the Subject Property to occur.

BE IT FURTHER RESOLVED, that the Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor; with a copy of the Class 6b Classification application of the Petitioner, based on new construction of an industrial facility as outlined by the Petitioner in said application, being attached hereto as Exhibit A and made a part hereof.

BE IT FURTHER RESOLVED that the Village Board hereby supports, consents to and approves the Class 6B Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

LEGAL DESCRIPTION

LOT 1 IN SOUTH WHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8, A
SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PIN 03-14-200-026-0000

BE IT FURTHER RESOLVED that the Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

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

President Argiris _____

Trustee Brady _____

Trustee Lang _____

Trustee Vito _____

Trustee Krueger _____

Trustee Papantos _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2017, by the President and Board of
Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

Dean Argiris, Village President

ATTEST:

Elaine Simpson, Village Clerk

EXHIBIT A

Class 6B Application

THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION



33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

January 25, 2017

Dru Garcia
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

RE: Class 6b Resolution Request
Chaddick SG LLC or its Assignee
1075 Chaddick Drive
Wheeling, Illinois 60090
PIN: 03-14-200-026-0000

Dear Dru:

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the above-referenced property and is requesting a Resolution from the Village of Wheeling supporting and consenting to a Class 6b Tax Incentive for the subject property based on New Construction. The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

The subject property consists of an approximately 12,392 square foot building in an approximately 230,400 site. The current building is approximately 41 years old and is functionally obsolete. It has been 100% vacant and unused since 2010 (or more than six years).

The Applicant plans to demolish the current building and construct the New Building on its place. The Applicant plans to spend approximately \$6,136,529 to construct the New Building. These expected costs breakdown into the following:

Site Work:	\$1,326,690
Building Improvements:	\$3,601,200
Tenant Improvements:	\$385,000
Contingency:	\$239,080
Management Fee:	\$277,599
Soft Costs:	\$306,960
Total:	\$6,136,529

The Applicant believes the New Building will contain the following features:

- Divisible to allow for two tenants.
- Approximately 30 feet clear ceilings.

LISTON & TSANTILIS

- Approximately 10 exterior loading docks.
- Approximately 2 drive-in doors.
- Built out of precast construction.
- Approximately 99 car parking spaces.
- ESFR sprinkler system.

The Applicant believes the development of the property will likely create approximately 125 to 150 construction jobs. The Applicant expects the construction of the New Building to be completed around the following timeline:

- Demolition of current building and parking lot: Around May or June 2017.
- Begin construction of New Building: Around July 2017.
- Complete construction of New Building: Around February 2018.

Though the Applicant does not have a tenant under contract to lease the site, it plans to aggressively market the New Building using a third-party brokerage firm. The Applicant is open to leasing the entire property to one tenant; however, once construction of the New Building is completed, it believes the New Building will likely be leased by two tenants. According, the Applicant is designing the New Building to be divisible into two suites. The Applicant expects the tenant or tenants will collectively have approximately 45 to 95 employees at the subject property.

The Applicant is a subsidiary of Sitex Group. Founded in 2002, Sitex Group is a vertically integrated real estate private equity firm focused exclusively on acquiring and repositioning industrial assets in major infill markets across the U.S. Sitex Group is currently investing its second joint venture with the State Teachers Retirement System of Ohio.

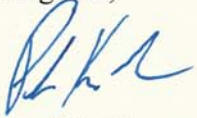
In support of the above, enclosed please find the Village of Wheeling Class 6b Application, the Cook County Class 6b Eligibility Application and a \$950.00 filing fee along with the following supporting documents:

1. Tax Rate Agreement.
2. Legal description (Exhibit A).
3. Site information (Exhibit B and C).
4. Identification of persons having an interest in the Applicant (Exhibit D).
5. Description of the nature and extent of the industrial use (Exhibit E).
6. Impact of pollution if the property is developed as proposed (Exhibit F).
7. List of other properties researched as possible locations for the proposed facility (Exhibit G).
8. Agreement of Purchase and Sale of Real Estate (Exhibit H).
9. Copies of the most recent property tax information (Exhibit I).
10. Description of the costs of substantial rehabilitation (Exhibits J and K).
11. Duration of abandonment (Exhibits L and M).
12. Employment opportunities (Exhibit N).
13. Financial information (Exhibit O).
14. Fiscal effect (Exhibit P).
15. Other inducements (Exhibit Q).
16. Justification for the Class 6b Incentive (Exhibit R).

Should you have any questions or concerns, or require additional information, please do not hesitate to contact me at (312) 580-1595.

THE LAW OFFICES OF
LISTON & TSANTILIS

Regards,

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

Patrick Kilmer-Lipinski
Encls.

VILLAGE OF WHEELING - CLASS 6B APPLICATION

This original, signed application, complete with all supporting documents and the application fee, must be filed to be considered for Village approval. Please type or print clearly.

COVER LETTER:

Please provide a cover letter describing the applicant's background, property condition, and the applicant's plans for the property, including any plans for improvement or expansion. The narrative should also describe the industrial user's operations, current employment and future employment projections, and any projected benefits to the community if the incentive should be granted.

APPLICANT INFORMATION:

Name: Chaddick SG LLC or its assignee Phone: () (312) 274-1700

Address: 9525 West Bryn Mawr, Suite 955, Rosemont, IL 60018

Agent/Representative (if applicable):

Name: Cary Goldman Phone: () (312) 274-1700

Address: 9525 West Bryn Mawr, Suite 955, Rosemont, IL 60018

DESCRIPTION OF SUBJECT PROPERTY:

Street Address: 1075 Chaddick Drive, Wheeling, IL 60090

Permanent Real Estate Index Number(s):

03-14-200-026-0000

Attach following: Legal Description (Exhibit A)
 Site Dimension & Square Footage/Plat (Exhibit B)
 Building Dimensions/Site Plan (Exhibit C)

IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST:

Attach (as Exhibit D) a complete list of all legal owners, developers, occupants and other interested parties (including all beneficial owners of a corporation, limited liability company and/or land trust), identified by names and addresses, having an interest in the subject property and the proposed user and the nature and extent of this interest.

PROPERTY USE:

1. Attach a description of the precise nature and extent of the industrial use of the subject property (Exhibit E). Specify, where applicable, the amount/percentage of floor area devoted to manufacturing, other industrial, and non-industrial uses.
2. Current zoning of property: I-3, General Industrial. If zoning amendments, variations, and/or other zoning relief will be required relative to the proposed plans for improvement or expansion, specify proposed amendment(s), variation(s) and/or other zoning relief that will be sought:

Site Plan Review and Building Appearance Review

3. Impact of pollution if property is developed as proposed. Specify pollutants in reference to the following types (Exhibit F):

- A. Water/type of effluent
- B. Air borne contaminants
- C. Toxic substances
- D. Odor
- E. Glare
- F. Noise

4. List properties researched as possible alternative locations for proposed facility (Exhibit G).
5. Traffic: Projected number of vehicles entering and leaving the subject property per day:

Automobiles n/a Trucks n/a

EVIDENCE OF NEW CONSTRUCTION, SUBSTANTIAL REHABILITATION OR REUTILIZATION OF ABANDONED PROPERTY:

For all applications:

- Real Estate Contract (Exhibit H): attach a copy of the executed Real Estate Contract for the subject property.

If you are furnishing the contract requested under a claim that said information is proprietary, privileged and/or confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here ☒ , and sign and date below.

By: [Signature]

Title: Agent

Name: Cary Goldman

Date: 1 / 24 / 2017

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

- Copies of most recent three (3) years' property tax bills for the existing property (Exhibit I).

For new construction and rehabilitation:

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:
See attached.
- Description of total cost (including land) and extent of new construction or substantial rehabilitation (Exhibit K)

For reutilization of abandoned property:

- Duration of abandonment: include affidavits of abandonment, records from utility companies, Internal Revenue Service statements, court records, etc. (Exhibit L)
- Abandoned or vacant buildings – In addition to the requirements of Cook County as to the definition of such buildings, the applicant may provide documentation, and the Village Board may wish to consider, if any combination of the factors noted in Appendix A exist.

These criteria may be used to determine if "special circumstances" exist which warrant the granting of a 6B classification in instances where the building has been abandoned for fewer than twenty-five (25) months. (Exhibit M)

EMPLOYMENT OPPORTUNITIES:

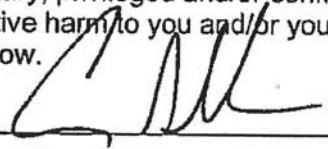
Attach estimates of the following employment information (Exhibit N):

- Temporary employment positions (employed in construction).
- Permanent employment, both full-time and part-time, that will occur at the facility upon occupation. Differentiate between current employees, if any, which will be transferred from the applicant's existing facility or facilities and new employment positions that will be created.
- Projected employment in three, five, and ten years after the subject property is occupied.

FINANCIAL INFORMATION:

Attach the applicant's audited financial statements for the previous three (3) years (Exhibit O). In addition, attach the most current profit/loss statement of the applicant.

If you are furnishing the financial information requested under a claim that said information is proprietary, privileged and/or confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here ☒ , and sign and date below.

By: 

Title: Agent

Name: Cary Goldman

Date: 1 / 24 / 2017

By adding the foregoing, the financial information that is supplied will be exempt from disclosure, in the face of a FOIA request, pursuant to 5 ILCS 140/7(1)(g).

Please note: If the Village determines that an independent financial analysis is required, the consulting fees associated with the analysis shall be borne by the applicant as an additional charge, and shall be paid to the Village prior to the Village Board taking any action on the approval Resolution.

FISCAL EFFECT:

Report the projected fiscal impact that the proposed facility will have on the Village (Exhibit P). In the projection, provide a comparison of the property taxes for the following scenarios:

- 1) The subject property is fully occupied and receives no incentive;
- 2) The subject property is occupied and receives the Class 6B;
- 3) The subject property remains vacant and receives vacancy relief.

Also in this exhibit, include a description of sales tax generation and any other State and/or local revenues that are anticipated to be generated.

OTHER INDUCEMENTS:

State and describe whether any other financial inducements, such as industrial development revenue bonds, tax increment financing, State grants, etc., are anticipated to be sought or required by the applicant (Exhibit Q).

JUSTIFICATION:

Please present your reasons for applying for the Class 6B (Exhibit R). It is the position of the Village that valid reasons, and a demonstration that the project will not proceed without the Class 6B, are required to receive Village approval for the reclassification.

TAX RATE AGREEMENT:

All applicants must complete the Tax Rate Agreement (attached) and submit the executed copy with the original Village Class 6B application.

CERTIFICATION:

I hereby certify that the preceding application and all attachments are true and correct.

Signature

Cary Goldman - Agent

Name & Title

Date

1/24/17

TEMPORARY EMERGENCY ECONOMIC RECOVERY MODIFICATION PROGRAM
(TEERM) SUPPLEMENTAL APPLICATION

(This form is for applicants who are applying for the Class 6B property tax incentive pursuant to Cook County's TEERM Program.)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least twelve (12) continuous months and less than twenty-four (24) continuous months, with no purchase taking place.

Under the TEERM Program, qualifying industrial real estate is eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first ten (10) years, 15% in the eleventh (11th) year and 20% in the twelfth (12th) year. The terms of this program are not renewable.

No TEERM Program applications will be taken after November 30, 2018.

I n/a applicant/representative hereby specifically elect to submit this Supplemental Application for the TEERM Program, consideration relative to my application for a Class 6B property tax incentive.

Further affiant sayeth not.

n/a

Agent's Signature

n/a

Agent's Mailing Address

n/a

Applicant's Name

n/a

Applicant's E-mail Address

n/a

Agent's Name & Title

n/a

Agent's Phone Number

n/a

Applicant's Mailing Address

Subscribed and sworn before me this _____ day of _____, 20____.

Signature of Notary Public

APPENDIX A

EXPLANATION OF CRITERIA FOR REUTILIZATION OF ABANDONED PROPERTY

1. AGE - Structure(s) more than 35 years old.
2. OBSOLESCENCE - The condition of falling into disuse because of: characteristics limiting the use and marketability of structures; persistent or chronic market rejection.
3. DETERIORATION - Physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair beyond normal maintenance.
4. LACK OF VENTILATION, LIGHT, OR SANITARY FACILITIES - Structures that fail to provide adequate ventilation, light, or sanitary facilities as required by local building codes.
5. INADEQUATE UTILITIES - Underground and overhead utilities which are of insufficient capacity to serve the project; deteriorated, antiquated, obsolete, or in disrepair.
6. EXCESSIVE COVERAGE - Ratio of floor area to lot area in excess of zoning standards.
7. DELETERIOUS LAND USE - Incompatible land use relationships or uses which may be considered noxious, offensive, or environmentally unsuitable.
8. DEPRECIATION OF MAINTENANCE - The effects of deferred maintenance and the lack of maintenance of buildings, improvements, and grounds.
9. ILLEGAL USE OF INDIVIDUAL STRUCTURES
10. PRESENCE OF STRUCTURES BELOW MINIMUM CODE STANDARDS
11. DETRIMENTAL TO THE PUBLIC SAFETY, HEALTH, MORALS OR WELFARE
12. APPLICANT DESIRES TO RENOVATE OR REHABILITATE THE BUILDING

ATTACHMENTS

1. Village of Wheeling Tax Rate Agreement
2. Cook County Class 6B Eligibility Bulletin
3. Village of Wheeling Resolution 14-40 adopting the procedures for the application process.

TAX RATE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20¹⁶,
by and between Chaddick SG LLC or its Assignee (hereinafter referred to as the
"Applicant") and the Village of Wheeling (hereinafter referred to as the "Village").

In consideration of the mutual covenants contained herein and other good and valuable
consideration, the Applicant and the Village agree as follows:

1. The Village shall issue its approval for a Cook County Class 6B to the Applicant for a
building/addition to the property legally described, as follows, (attach a separate
sheet, if necessary):

LEGAL DESCRIPTION

See Attached.

Commonly known as, (Street Address, City, County)

1075 Chaddick Drive, Wheeling, Cook, Illinois.

Permanent Index Number(s)

03-14-200-026-0000

(hereinafter known as the "Subject Property").

2. The Applicant shall dismiss or cause to be dismissed, with prejudice, all outstanding tax rate objections against the Village relative to the Subject Property.
3. The Applicant shall not file or cause to be filed an objection to the tax rate of the Village or other taxing district relative to the Subject Property for any tax period during which the Applicant is receiving a Cook County Class 6B property tax incentive for the Subject Property.
4. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Applicant and the Village and, hereto, their respective grantees, successors, assigns and legal representatives.
5. The Village may enforce any and all covenants, conditions, restrictions and agreements contained herein by judicial action, including mandatory or prohibitory injunction. In the event the Village is forced to enforce any terms or condition of this Agreement, the Applicant shall pay all costs of any such enforcement action, including the Village's reasonable attorney fees and costs of litigation.
6. Upon the granting of the Class 6B classification relative to the subject property, this Agreement shall be recorded by the Village at the Applicant's expense.

7. If the Applicant is not the Owner of Record of the Subject Property, the Owner of Record shall execute this Agreement, thereby acknowledging the Owner of Record's consent to and agreement with the foregoing. (Attach a separate sheet if necessary for all owner(s) to sign.)



(Owner Signature)

(Owner Signature)

(Name)

(Name)

(Title)

(Title)

ATTEST (Notary):

ATTEST (Notary):

(Applicant)

VILLAGE OF WHEELING

(President)

By: Cary Goldman

(Name)

Authorized Agent (Name)

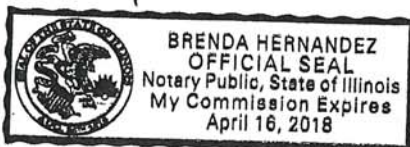
Agent of Chaddick SG LLC or its Assignee

(Title) *Manager*

ATTEST (Notary):

ATTEST (Notary):

January 27, 2017



COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
 118 NORTH CLARK STREET, CHICAGO, IL 60602
 PHONE: 312.443.7550 FAX: 312.603.6584
 WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, a *filing fee of \$500.00*, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: Chaddick SG LLC or its Assignee Telephone: (312) 274-1700
 Address: 9525 West Bryn Mawr, Suite 955
 City: Rosemont State: IL Zip Code: 60018

Contact Person (if different than the Applicant)

Name: Cary Goldman Telephone: (312) 274-1700
 Address: 9525 West Bryn Mawr, Suite 955
 City: Rosemont State: IL Zip Code: 60018
 Email: cgoldman@sitexgroup.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 1075 Chaddick Drive
 Permanent Real Estate Index Number: 03-14-200-026-0000
 (2) _____
 Permanent Real Estate Index Number: _____
 (3) _____
 Permanent Real Estate Index Number: _____
 City: Wheeling State: IL Zip Code: 60090
 Township: Wheeling Existing Class: 5-93

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☐ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(**Read and Complete Section B**)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(**Read and Complete Section C**)
- ☐ Occupation of Abandoned Property - (TEERM Supplemental Application)
(**Read and Complete Section C**)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction
commencement (*excluding demolition, if any*): ASAP

Estimated date of construction completion: ASAP

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

☐ YES ☐ NO

When and by whom was the subject property last occupied prior to the purchase for value?

n/a

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation:	n/a
Date of Purchase:	n/a
Name of purchaser:	n/a
Name of seller:	n/a
Relationship of purchaser to seller:	n/a

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of *abandonment prior to purchase was less than 24 months*, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? n/a

When and by whom was the subject property last occupied prior to the purchase for value?

n/a

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation:	<u>n/a</u>
Date of purchase:	<u>n/a</u>
Name of purchaser:	<u>n/a</u>
Name of seller:	<u>n/a</u>
Relationship of purchaser to seller:	<u>n/a</u>

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

n/a

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: n/a

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

Under the TEERM Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. The terms of this program are Not Renewable.

No applications will be taken after November 30, 2018.

I n/a applicant/representative hereby specifically elect to submit this Supplemental Application for the TEERM program.

Further affiant sayeth not.

n/a

Agent's Signature

n/a

Agent's Mailing Address

n/a

Applicant's Name

n/a

Applicant's e-mail address

n/a

Agent's Name & Title

n/a

Agent's Telephone Number

n/a

Applicant's Mailing Address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? See attached.

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: See attached.

Part-time: See attached.

How many new permanent full-time jobs will be created as a result of this proposed development?

See attached.

How many new permanent full-time jobs will be created as a result of this proposed development?

See attached.

LOCAL APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Cary Goldman

Print Name

Date

Agent

Title

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Cary Goldman as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec.74-60 et seq., as amended:
☒ Class 6B ☐ Class 8 (*Industrial property*) ☐ Class 9
3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division I and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

☐ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☒ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

9525 West Bryn Mawr, Suite 955, Rosemont, IL 60018

Agent's Mailing Address

Chaddick SG LLC or its assignee

Applicant's Name

CGoldman@sitexgroup.com

Applicant's e-mail address

Cary Goldman - Agent

Agent's Name & Title

(312) 274-1700

Agent's Telephone Number

9525 West Bryn Mawr, Suite 955, Rosemont, IL 60018

Applicant's Mailing Address

Subscribed and sworn before me this 29 day of January, 20 17

Signature
Signature of Notary Public

EXHIBIT A
(Please type or Print)

PIN(s)

03-14-200-026-0000

Common Address

1075 Chaddick Drive, Wheeling, IL 60090

EXHIBIT A
Legal Description

The legal description of the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000) is attached hereto:

Legal Description

**LOT 1 IN SOUTH WHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8, A
SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.**

EXHIBITS B & C
Site Information

The total land area of the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000) is approximately 230,400 square feet. The property currently contains an approximately 41 year old approximately 12,932 square foot building. Chaddick SG LLC or its assignee plans to demolish the existing building and construct a brand new approximately 83,755 square foot building in its place ("New Building").

Copies of the following documentation are attached hereto:

- ALTA / ACSM Land Title Survey.
- GIS information.
- Aerial.
- Site Plan & Floor Plan of New Building.
- Landscape Plan of New Building.
- Engineering Plans of New Building.

**Parcel Information Group:****County**

(Name)
Cook

Parcel PIN

(PIN with County Information link, Address)
03-14-200-026-0000, 1075 Chaddick Dr

Parcel Area

(Geographic)
230,399.92 Square Feet

Community

(Name, Government Type)
Wheeling, Village

Address

(Address, PIN with County Information link)
1075 Chaddick Dr, 03-14-200-026-0000

County Information Group:**Property**

(Owner, Square footage, Assessed value)

Assessment Year	2015
Owner Name	Transport Realty Inc
Land Square Footage	230,400.00
Building Square Footage	-
Building Assessed Value	\$78,891
Land Assessed Value	\$201,600
Total Assessed Value	\$280,491

[[Click here for county information](#)]

Service Group:**Fire Protection Service Area**

(Provider)
Wheeling

Police Protection Service Area

(Provider)
Wheeling

Snow Removal Service Area

(Provider)
Wheeling

Water Distribution Service Area

(Provider)

Village Of Wheeling Public Works
Village Of Wheeling Public Works

Recycling Collection

(Collection Day, Provider)
Tuesday, Waste Management-northwest, (866) 570-4702

Garbage Collection

(Collection Day, Provider)
Tuesday, Waste Management-northwest, (866) 570-4702

Land Management Group:

Township Quarter Section

(Township, Range, Section, Quarter, Partial PLSS Description)
42, 11, 14, 1, Neqs S14 R11e T42n Third Principal Meridian

District Group:

TIF District

(Name)
Southeast li Tif District

Annexation

(Decade, Annexation Date, Document Number)
1960, 1/19/1960, 617

FEMA FIRM Index

(FIRM Panel Num)
17031c0206j

Elementary School District

(District Name, School District Number, School District Information)
Wheeling Community Consolidated School District 21, 21, [Click here for School District Information](#)

Secondary School District

(District Name, School District Number, School District Information)
Township High School District 214, 214, [Click here for School District Information](#)

Subdivision

(Subdivision Name, Description, Document Number)
South Wheeling Industrial Park Resub. Of Lot 8, In South Wheeling Industrial Park, 90071092

United States Congressional District

(District Number)
10

Illinois House District

(District Number)
57

Illinois Senate District

(District Number)
29

Precinct

(Precinct Name, Precinct Number, Polling Location)
Wheeling Township Precinct 29, 29, Lutheran Church Of Good Shepherd

Civil Township

(Name)
Wheeling

Zoning

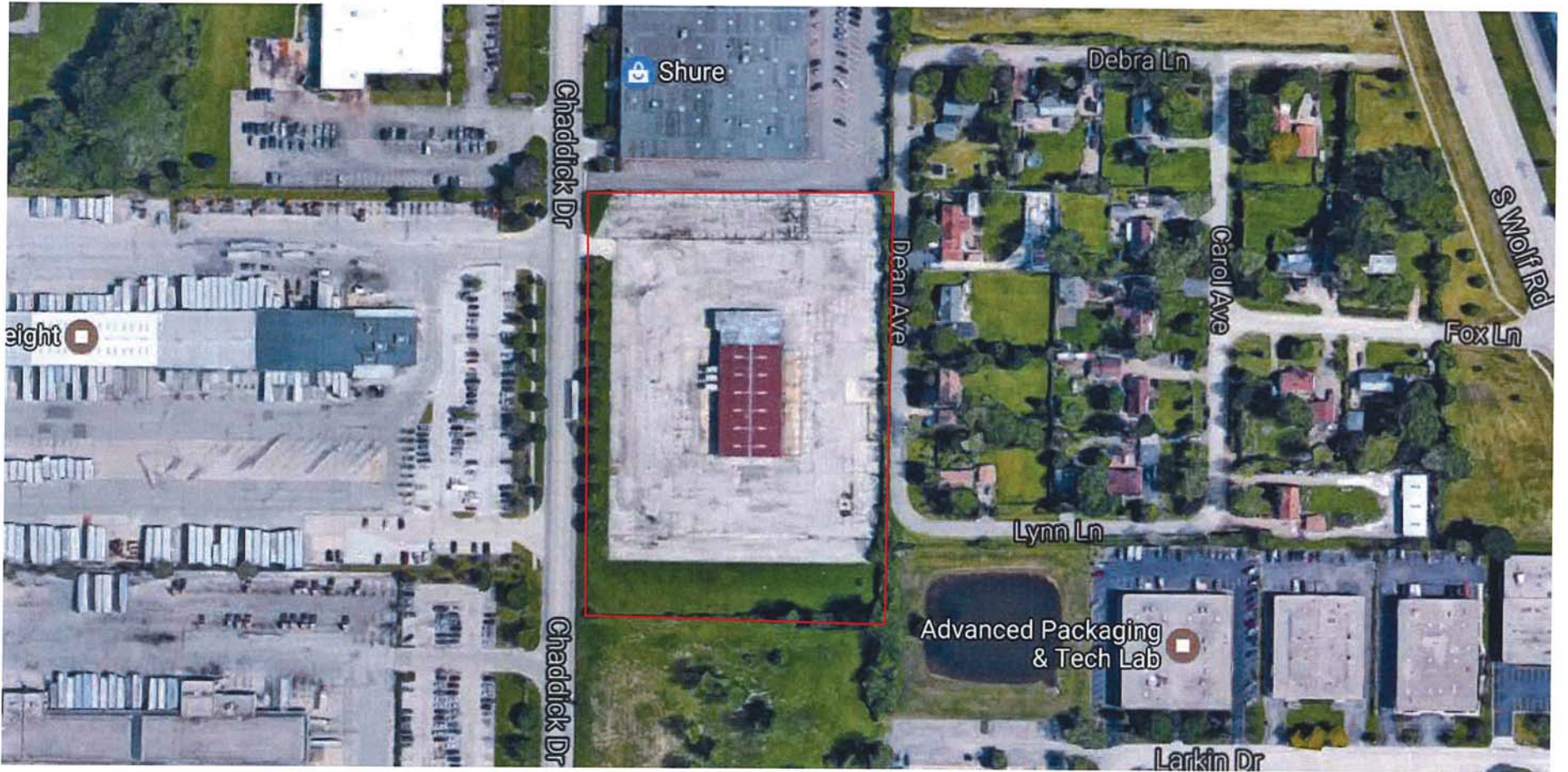
(Zoning Code, Community Zoning Codes)

I-3, [Click here for Community Zoning Codes](#)

Report created on January 18, 2017.

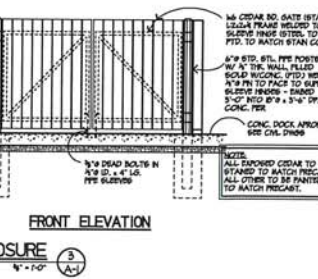
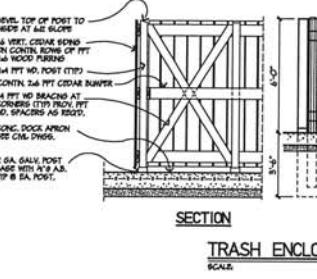
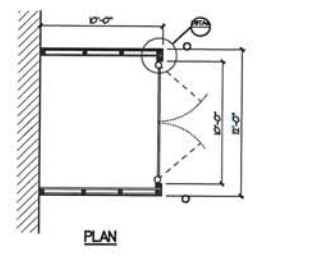
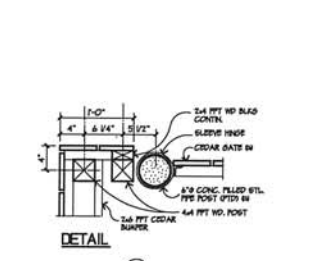
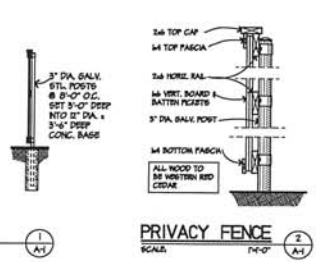
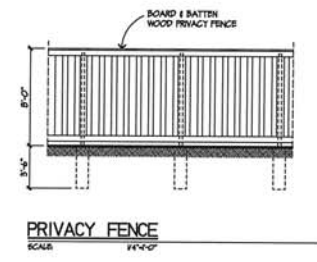
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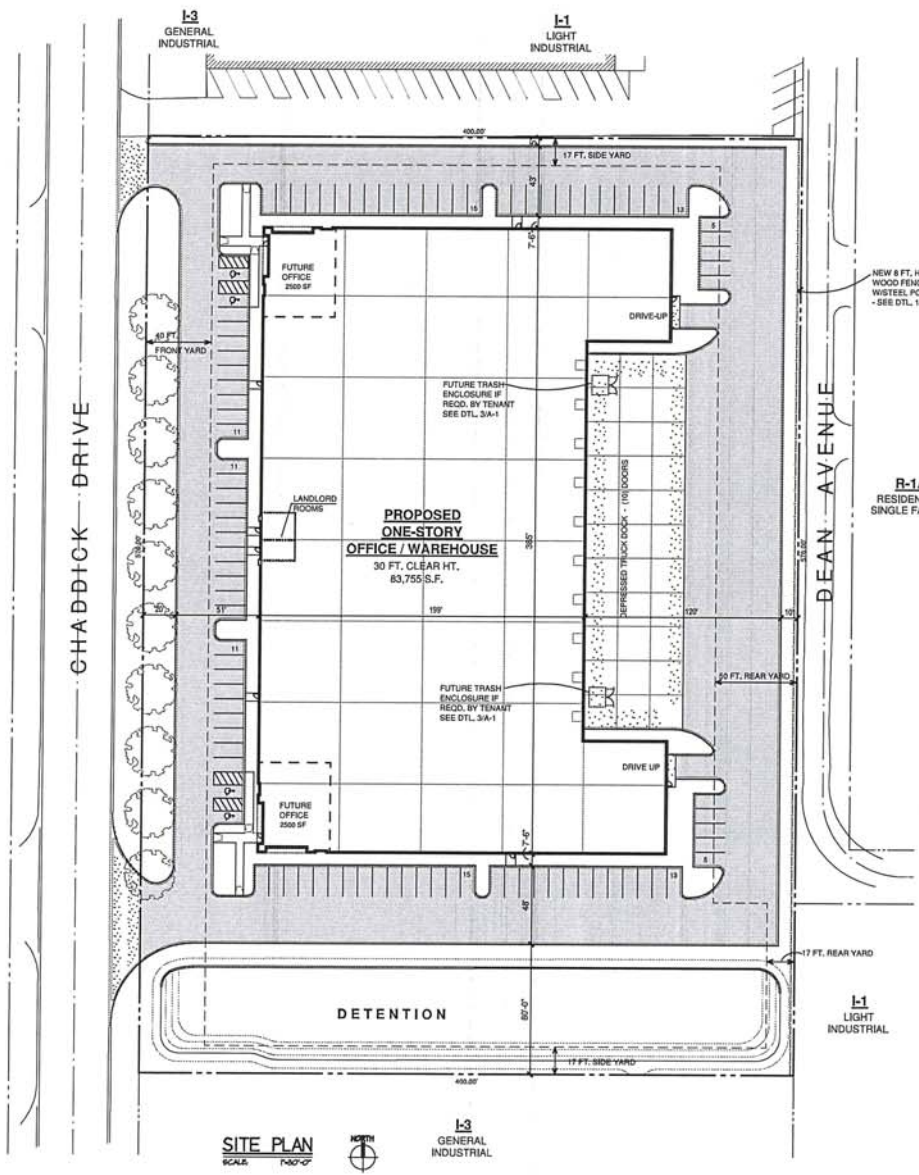




SITE DATA	
SITE AREA	230,400 S.F.
BUILDING AREA	
OFFICE	5,000 S.F.
WAREHOUSE	78,755 S.F.
TOTAL	83,755 S.F.
PAVED AREA	88,718 S.F.
GREEN AREA	57,927 S.F.
	25.14% OF SITE AREA
PARKING	
PARKING REQUIRED	
OFFICE (4-1000 SF)	20 CARS
WAREHOUSE (1-1000 SF)	79 CARS
TOTAL	99 CARS
PARKING PROVIDED	99 CARS



TRASH ENCLOSURE
SCALE: 1/4"=1'-0"



SITE PLAN
SCALE: 1/4"=1'-0"

1-3
GENERAL INDUSTRIAL

1-1
LIGHT INDUSTRIAL

R-1A
RESIDENTIAL SINGLE FAMILY

1-3
GENERAL INDUSTRIAL

1-1
LIGHT INDUSTRIAL

1-3
GENERAL INDUSTRIAL

WHEELING, ILLINOIS

1075 CHADDICK DRIVE

VILLAGE OF WHEELING
COOK COUNTY, ILLINOIS
PROJECT NO:9622

SITEX GROUP
9625 W BRYN MAWR AVENUE, SUITE 955
ROSEMONT, IL 60018
PHONE: 312-533-2669
FAX: 312.274.1787

COUNTY COOK
CITY, TOWNSHIP WHEELING, T42N
SEC. & 1/4 SEC. NO. R11E, SEC. 14

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

SPACECO, INC. IS TO BE NOTIFIED AT LEAST
THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION
AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2017
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2017
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT
THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER.

[illegible]

LOCATION MAP

The map displays a street network with a central area highlighted as the 'PROJECT LOCATION'. The highlighted area is situated at the intersection of North Main Road and East Main Road. Surrounding streets include North Street, East Street, and West Street. A compass rose is located in the bottom right corner, and the text 'N.T.S.' is visible.

[illegible]

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS



SPACECO INC.

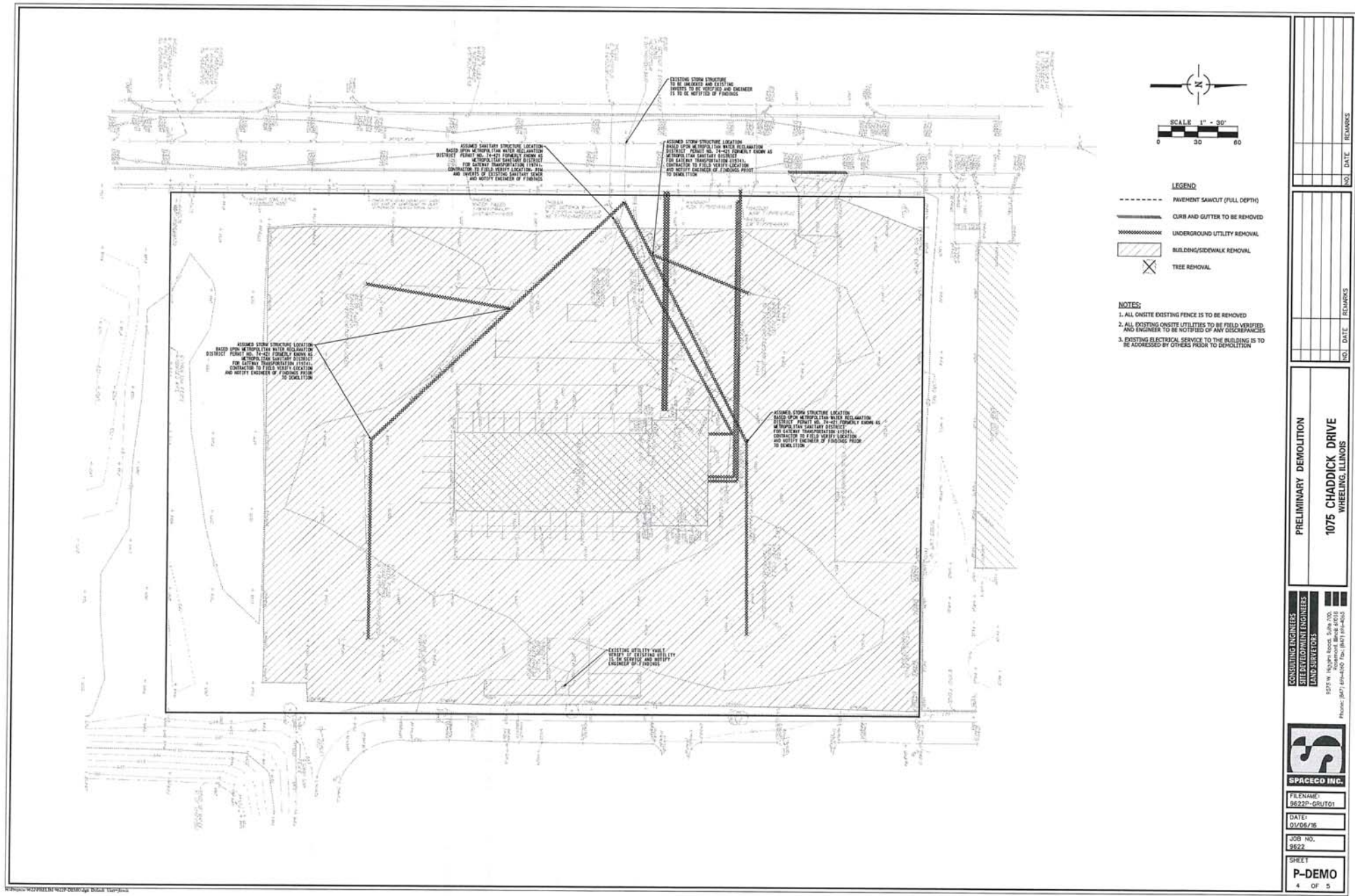
FILENAME:
9622P-TITLE

DATE: 01/06/17

JOB NO.
0622

SHEET

P-C1



PRELIMINARY DEMOLITION	
1075 CHADDICK DRIVE WHEELING, ILLINOIS	
CONCRETE UTILITIES UNDERGROUND UTILITIES TANKS & PIPES	1575 W. Highway Road, Suite 100 Wheeling, IL 60090 Phone: (847) 694-4400 Fax: (847) 694-4405
SPACECO INC.	
FILENAME:	06220-DEM/01
DATE:	01/04/18
JOB NO.	0622
SHEET	P-DEMO
4	OF 5

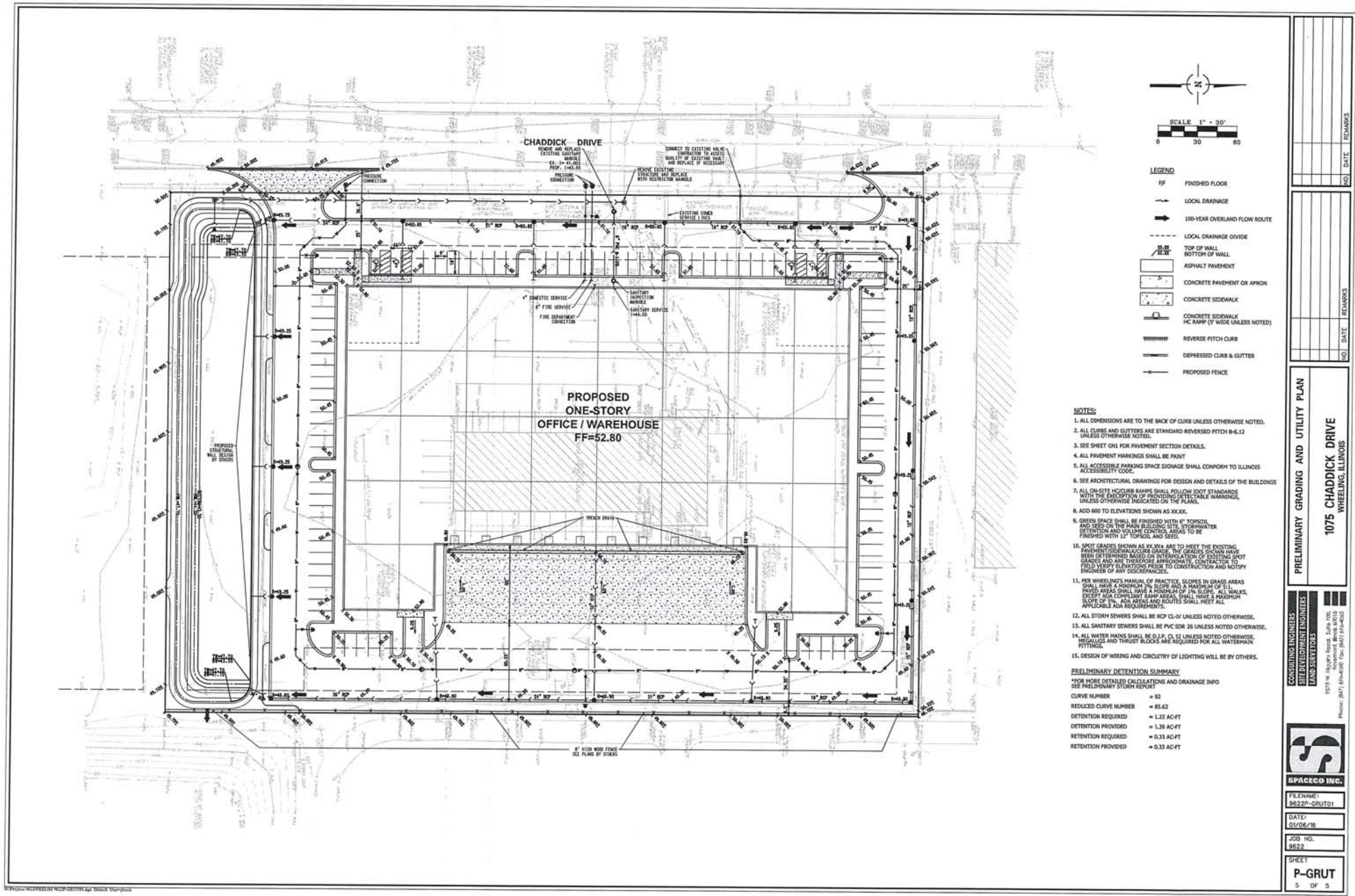


EXHIBIT D

Identification of Persons Having an Interest in the Applicant

Applicant: Chaddick SG LLC or its assignee (collectively, the “Applicant”) plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000).

100% Ownership of the Applicant: Sitex STRSO II, LLC
9525 West Bryn Mawr Avenue
Suite 955
Rosemont, Illinois 60018

Occupant: The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place (“New Building”). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

EXHIBIT E
Description of the Nature and Extent of the Industrial Use

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

Though the Applicant does not have a tenant under contract to lease the site, it plans to aggressively market the New Building using a third-party brokerage firm. The Applicant is open to leasing the entire property to one tenant; however, once construction of the New Building is completed, it believes the New Building will likely be leased by two tenants. According, the Applicant is designing the New Building to be divisible into two suites. The Applicant expects the tenant or tenants will collectively have approximately 45 to 95 employees at the subject property.

The Applicant is a subsidiary of Sitex Group. Founded in 2002, Sitex Group is a vertically integrated real estate private equity firm focused exclusively on acquiring and repositioning industrial assets in major infill markets across the U.S. Sitex Group is currently investing its second joint venture with the State Teachers Retirement System of Ohio.

For more information regarding Sitex Group's operations and properties, please see visit its website at <https://www.sitexgroup.com/>.

EXHIBIT F

Impact of Pollution if the Property is Developed as Proposed

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution ("Tenant").

The Applicant does not believe there will be any pollution impact from the Tenant's occupancy of the site.

EXHIBIT G

List of Other Properties Researched as Possible Locations for the Proposed Facility

Chaddick SG LLC or its assignee (collectively, the “Applicant”) plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place (“New Building”). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

Without a Class 6b Tax Incentive, the Applicant does not believe it will be able to attract a tenant for the subject property. The real estate taxes at the site without a Class 6b Tax Incentive would be too high. Without a Class 6b Tax Incentive, the Applicant plans to continue to explore other sites outside Illinois or Cook County (or sites within Cook County that have or are eligible for a Class 6b Tax Incentive). For example, the Applicant previously reviewed the following locations outside the Village of Wheeling:

- Southwest Corner of Route 45 & Winchester Road, Libertyville, IL (Lake County).
- Lincolnshire Corporate Center, Lincolnshire, IL (Lake County).



FOR SALE - 5 ACRES
SWC OF ROUTE 45 & WINCHESTER ROAD
Libertyville, IL

To Regular Agenda



- 5 Acre corner site for sale
- Daily traffic counts: 26,800 on Route 45
- Zoned C-3 (general commercial). Libertyville will support an office/warehousing/manufacturing use.
- **Sale Price: \$1,600,000**

Keith Puritz
Executive Director
+1 847 720 1366
keith.puritz@cushwake.com

Brett Kroner
Executive Director
+1 847 720 1367
brett.kroner@cushwake.com

Eric Fischer
Senior Director
+1 847 720 1369
eric.fischer@cushwake.com

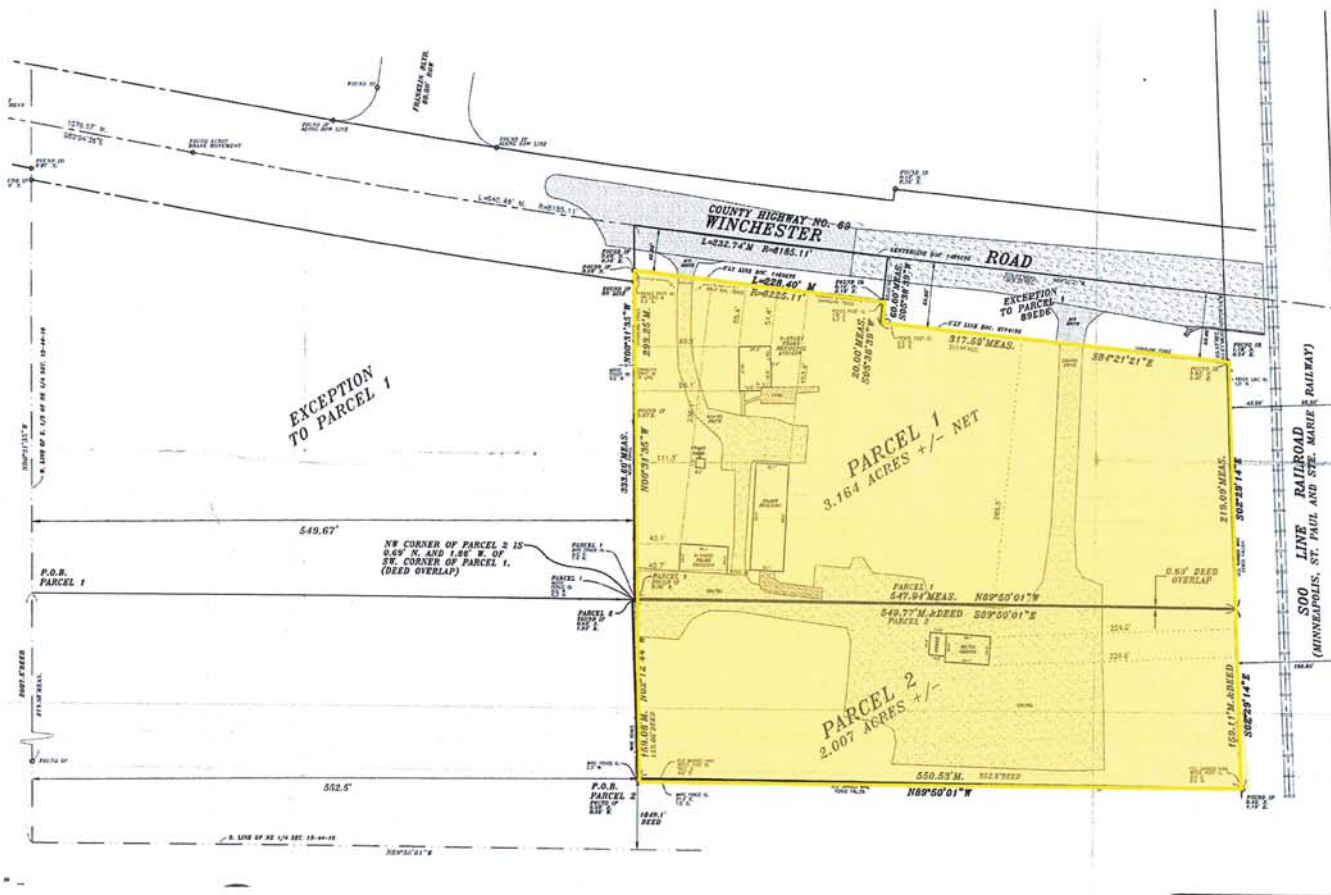
Michael Scadron
Associate
+1 847 720 1327
michael.scadron@cushwake.com



FOR SALE - 5 ACRES
SWC OF ROUTE 45 & WINCHESTER ROAD
Libertyville, IL

To Regular Agenda

Plat of Survey



Keith Puritz
Executive Director
+1 847 720 1366
keith.puritz@cushwake.com

Brett Kroner
Executive Director
+1 847 720 1367
brett.kroner@cushwake.com

Eric Fischer
Senior Director
+1 847 720 1369
eric.fischer@cushwake.com

Michael Scadron
Associate
+1 847 720 1327
michael.scadron@cushwake.com

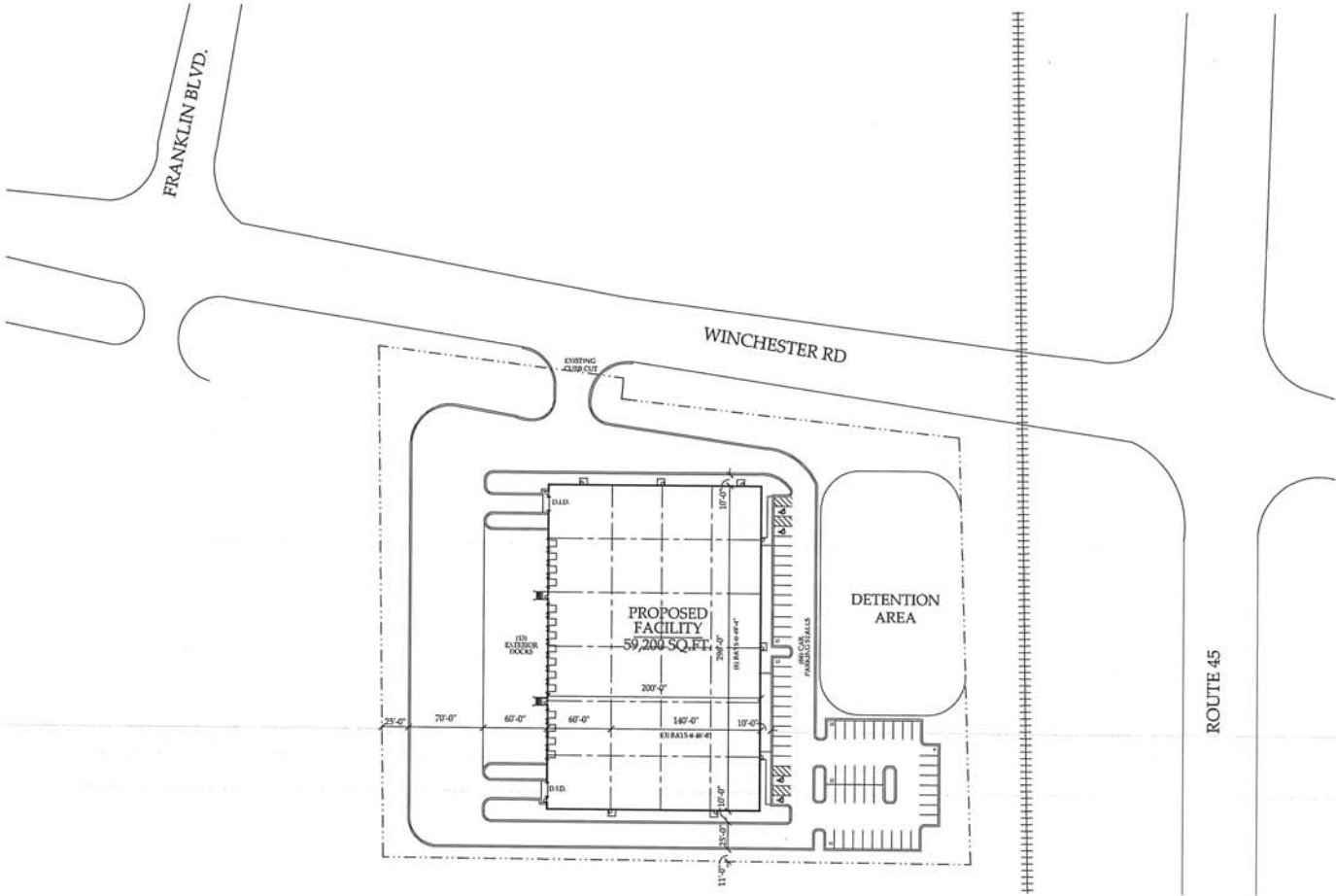
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FOR SALE - 5 ACRES
SWC OF ROUTE 45 & WINCHESTER ROAD
Libertyville, IL

To Regular Agenda

Conceptual Plan



Keith Puritz Executive Director +1 847 720 1366 keith.puritz@cushwake.com	Brett Kroner Executive Director +1 847 720 1367 brett.kroner@cushwake.com	Eric Fischer Senior Director +1 847 720 1369 eric.fischer@cushwake.com	Michael Scadron Associate +1 847 720 1327 michael.scadron@cushwake.com
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LINCOLNSHIRE CORPORATE CENTER, LINCOLNSHIRE, ILLINOIS



- ✓ SIGNALIZED ACCESS TO THE PARK VIA MILWAUKEE AVE. / MARRIOTT DRIVE, MILWAUKEE AVE. / KNIGHTSBRIDGE PARKWAY AND HALF DAY ROAD / BARCLAY BOULEVARD
- ✓ LOW LAKE COUNTY REAL ESTATE TAXES AND ONE OF THE LOWEST TAX RATES WITHIN LAKE COUNTY AT 6.352 (2009 PAYABLE 2010 RATE)
- ✓ AMENITY INTENSIVE WITH FOUR HOTELS, DOZENS OF RESTAURANTS, DAY CARE CENTER, BANKS, AND GOLF COURSE ALL WITHIN WALKING DISTANCE.
- ✓ MARRIOTT LINCOLNSHIRE RESORT WITH 18 HOLE GOLF COURSE ACROSS THE STREET WITH THEATRE
- ✓ TWO MILES TO FOUR-WAY INTERCHANGE AT HALF DAY AND 94/294 PROVIDING CENTRALIZED ACCESS TO O'HARE INTERNATIONAL AIRPORT, CHICAGO, AND MILWAUKEE
- ✓ LINCOLNSHIRE CORPORATE CENTER IS HOME OF SEVERAL CORPORATIONS INCLUDING HEWITT & ASSOC., GRAINGER, AND WALGREENS TO NAME A FEW.
- ✓



DAVE LECAVALIER, CCIM 847-272-4030 (X11)

EXHIBIT H

Real Estate Purchase and Sale Agreement

The required information has been provided by the applicant, has been confirmed as meeting the application requirements, and is on file with the Village's Department of Economic Development. The full document has not been attached, as it was submitted with the understanding that it is confidential financial information that should not be disclosed to the general public by the Village.

EXHIBIT H
Agreement for Purchase and Sale of Real Estate

Attached hereto please find the fully executed Real Estate Sale Agreement for the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). Section 17 of the Real Estate Sale Agreement is contingent on obtaining the Village of Wheeling's support for a Class 6b Tax Incentive for the property.

FILE: 1075 Chaddick Drive, Wheeling IL

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (hereinafter "Agreement"), made this 1st day of December, 2016, by and between Transport Realty, Inc. (f/k/a ABC Treadco, Inc.) an Arkansas corporation (hereinafter referred to as "Seller"), and Sitex Group LLC or its nominees or assigns, an Illinois limited liability company (hereinafter referred to as "Buyer").

WHEREAS, Seller is the owner of a parcel of real estate, which is located at 1075 Chaddick Drive, Wheeling, IL 60090, which parcel Seller desires to sell to Buyer and which Buyer desires to purchase upon the terms as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 DOLLARS (\$10.00) and other good and valuable consideration, the extent of which is recited herein, the Seller and Buyer have agreed as follows:

1. Sale and Purchase. Seller agrees to sell and convey, and Buyer agrees to purchase, all that property consisting of 5.2 acres, more or less, improved with a cross-docking facility and office, as more particularly described:

The North 576.00 feet of Lot 8 in South Wheeling Industrial Park, a subdivision of the West ½ of the North East ¼ of Section 14 and that part of the South East ¼ of the North West ¼ of Section 14 lying east of a strip of land 210 feet in width lying between the easterly right of way line of the Wisconsin Central Railroad and a line 210 feet easterly of and parallel with, measured at right angles to the easterly right of way line of said railroad, all in Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois (hereinafter referred to as the "Premises" or the "Property"), with all easements and restrictions of record and other rights of Seller as may exist as described in the Special Warranty Deed.

2. Purchase Price. The agreed purchase price for the Premises is eight hundred fifty thousand dollars (\$850,000) (the "Purchase Price"), of which fifty thousand dollars (\$50,000) (the "Earnest Money") has been deposited this day with the title insurance company of Buyer's choice (the "Title Company"), said Earnest Money to be held by the Title Company, all pursuant to the Escrow Agreement attached hereto as Exhibit A. The Purchase Price, subject to the adjustments contained in Section 9 herein, is to be paid at Closing by wire transfer.

asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

The representations, warranties, promises and obligations of Buyer and Seller as set forth in this Agreement shall survive the Closing and purchase of the Premises by the Buyer.

16. Warranties of Buyer. Buyer represents and warrants that it is authorized to enter into this transaction.

17. Buyer's Inspection. Buyer shall inspect the Premises and all buildings located thereon, including but not limited to performing geotechnical analysis and environmental testing, and may terminate this Agreement within sixty (60) days from the date of the execution of this Agreement (the "Inspection Period") only by written notice to Seller within such time period in the event Buyer is not satisfied, in its sole and absolute discretion, with the results of such inspection. In the event Buyer so terminates this Agreement, Buyer shall be entitled to receive a full refund of the Earnest Money Fund. In the event Buyer does not so terminate this Agreement, Buyer waives objection to such matters, and the Premises are and have been purchased as a result of such inspection of all defects whether latent or patent, and not in reliance upon any representations, inducements or promises, either oral or written, made by Seller, or any selling agent, or any other agent or Seller, except as expressly stated in this Agreement, that the Premises shall be conveyed "AS IS", and that Seller shall not be responsible or liable for any agreement, condition or stipulation not set forth herein relating to or affecting said Premises. After the expiration of Buyer's Inspection Period, except as otherwise provided in this Agreement, the Earnest Money shall become non-refundable and Buyer will deliver an additional deposit of fifty thousand dollars (\$50,000) to the Title Company (the "Additional Earnest Money").

In addition to its physical inspection of the Property, Buyer shall be entitled to an a period of ninety (90) days from the Effective Date (the "Entitlement Period") for the sole purpose of obtaining all necessary approvals, zoning, site plan, permit and other necessary entitlements and governmental approvals, including the support by ordinance or resolution from the Village of Wheeling for a Cook County 6b Tax Incentive. Seller agrees to reasonably cooperate with Buyer by signing any required applications or customary documents needed by the Village of Wheeling. Buyer may terminate this Agreement on or prior to the end of the Entitlement Period only by written notice to Seller within such time period in the event Buyer is not satisfied with the entitlements and approvals received from the Village of Wheeling. In the event Buyer so terminates this Agreement, Buyer shall be entitled to receive a full refund of the Earnest Money Fund.

(d) Seller will, at Seller's expense, obtain any inspection or utility reading which may be required by the Village of Wheeling in connection with the sale of the Property hereunder, but Seller shall be under no obligation to correct any inspection items required by the Village in connection with such sale;

(e) Seller shall deliver the Property to Buyer in vacant condition and free of any leasehold interests at the time of Closing;

(f) Seller will promptly deliver to Buyer copies of any written notice received by Seller between the Effective Date and the Closing Date regarding (i) any environmental law, (ii) zoning or building code violation notices, or (iii) all actions, suits or other proceedings affecting the Property, or the use, possession or occupancy thereof, which in any case may adversely affect Buyer or the Property;

(g) Seller will reasonably cooperate with Buyer's environmental consultant in completing an environmental questionnaire, if requested; and

(h) Seller shall not sell, mortgage, pledge, hypothecate or otherwise transfer or dispose of all or any part of the Property or any interest therein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

SELLER

Transport Realty, Inc.

By: [Signature]
Title: Vice President

BUYER

Sitex Group LLC

By: [Signature]
Title: Member

EXHIBIT I
Copies of the Most Recent Property Tax Information

Attached hereto please find copies of the 2013, 2014 and 2015 property tax information for the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000).

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES 2013 VOLUME 232

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, **DAVID D. ORR**, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County, do hereby certify that the GENERAL TAXES FOR THE YEAR 2013, levied on the property described below were:

PERMANENT REAL ESTATE INDEX NUMBER: 03-14-200-026-0000

FIRST INSTALLMENT 46,125.59

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
03-01-14	030114700856	46,125.59	

SECOND INSTALLMENT 44,598.46

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
07-29-14	072914700177	44,598.46	

All of which appears from the records and files in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office, in the City of Chicago, in said County, this 20 day of JANUARY 2017.

David D. Orr
County Clerk

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES 2014 VOLUME 232

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, **DAVID D. ORR**, County Clerk of the County of Cook, in the State aforesaid, and Keeper of the Records and Files of said County, do hereby certify that the GENERAL TAXES FOR THE YEAR 2014, levied on the property described below were:

PERMANENT REAL ESTATE INDEX NUMBER: 03-14-200-026-0000

FIRST INSTALLMENT 49,898.23

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
03-02-15	030215724389	49,898.23	

SECOND INSTALLMENT 48,115.96

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
08-01-15	080415765273	48,115.96	

All of which appears from the records and files in my office.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cook, at my office, in the City of Chicago, in said County, this 20 day of JANUARY 2017.

David D. Orr
County Clerk

Taxing Districts' Financial Statements and Disclosures (Search by Property Index Number)

Please find the taxing districts listed which receive a portion of your property tax bill. Use the tabs to view those district's financial data and compare your most recent property tax bills.

Property Index Number (PIN): **03-14-200-026-0000**

Taxing Districts' Financial Statements and Disclosures

2015 First Installment Property Tax Bill

2015 Second Installment Property Tax Bill

TOTAL AMOUNT BILLED

\$ 53,907.80

2015 First Installment Property Tax

Property Index Number (PIN)	Volume	Code	Tax Year	Payable In
03-14-200-026-0000	232	38223	2015	2016

Please click this [LINK](#) for Payment Status.

TAXING DISTRICT DEBT AND FINANCIAL DATA

Your Taxing Districts	Money Owed by Your Taxing Districts	Pension and Healthcare Amounts Promised by Your Taxing Districts
Northwest Mosquito Abatement Wheeling	108,631	2,771,763
Metro Water Reclamation Dist of Chicago	2,995,295,000	2,556,802,698
Prospect Heights Public Library District	151,571	3,263,657
Wheeling Park District	22,877,662	9,150,544
Harper Coll Comm College 512 (Palatine)	244,603,362	15,178,903
Township HS District 214 (Arlington Hts)	67,214,083	224,016,129
Community Consolidated SD 21 (Wheeling)	6,425,313	62,169,625
Village of Wheeling	97,090,193	168,704,366
Town of Wheeling	41,303	2,346,665
Cook County Forest Preserve District	297,507,958	324,772,385
County of Cook	8,739,635,491	15,615,343,667
Total	12,470,950,567	18,984,520,402

TAX CALCULATOR

2014 Total Tax 98,014.18
2015 Estimate x 55%
2015 1st Installment (Payable In 2016) = 53,907.80

The first installment amount
exemptions, such as homeo
reflected on your second ins

PROPERTY LOCATION

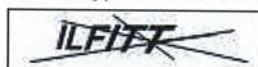
1001 CHADDICK DR
WHEELING IL 60090

Search Again:

Please enter your 14-digit Property Index Number (PIN).

 - - - -

Please type in the 6-letter security code below exactly as you see it displayed, and then click Search.



For information on locating a PIN, please visit [Locating Your Property Index Number \(PIN\)](#) section.

DISCLAIMER: The Cook County Treasurer's Office (CCTO) does not guarantee the accuracy or completeness of any of the information contained in any of the financial reports available for downloading from this website. The financial reports come from many sources, none of which are under the control of the Cook County Treasurer's Office. As such, it is the user's responsibility to evaluate the content and usefulness of the information. The information is provided "as is." Any information, views or opinions contained in the financial reports are solely those of the author of such financial report and do not represent those of the CCTO. The CCTO makes no warranty of any kind, express or implied, including the warranty of merchantability and fitness for a particular purpose and freedom from contamination from computer viruses, and assumes no liability or responsibility for the accuracy, completeness, legality, reliability or usefulness of such information or for any omissions from the information. Note that the financial reports do not constitute an official record. The CCTO assumes no liability for any damages incurred, whether directly or indirectly, actual, incidental, punitive or consequential, as a result of any errors, omissions or discrepancies in any information set forth in any such financial reports or any use of such financial reports. CCTO is not liable for any improper or incorrect use of the information in the financial reports and assumes no liability for anyone's use of such information.

[Return to the Taxing Districts' Financial Statements and Disclosures main search page.](#)

Taxing Districts' Financial Statements and Disclosures (Search by Property Index Number)

Please find the taxing districts listed which receive a portion of your property tax bill. Use the tabs to view those district's financial data and compare your most recent property tax bills.

Property Index Number (PIN): **03-14-200-026-0000**

Taxing Districts' Financial Statements and Disclosures 2015 First Installment Property Tax Bill

2015 Second Installment Property Tax Bill

TOTAL AMOUNT BILLED

\$ 46,831.72

2015 Second Installment Property Tax Bill

Property Index Number (PIN)	Volume	Code	Tax Year	Payable In
03-14-200-026-0000	232	38223	2015	2016

Please click this [LINK](#) for Payment Status.

TAXING DISTRICT BREAKDOWN

Taxing District	2015 Tax	2015 Rate
MISCELLANEOUS TAXES		
Northwest Mosq Abatement Dist Wheeling	82.45	0.011
Metro Water Reclamation Dist of Chicago	3,193.08	0.426
Prospect Heights Public Library District	4,654.71	0.621
Wheeling Park District	6,925.84	0.924
Miscellaneous Taxes Total	14,856.08	1.982
SCHOOL TAXES		
Harper College Comm College 512 Palatine	3,492.90	0.466
Township HS District 214 (Arlington Hts)	21,594.54	2.881
Community Consolidated SD 21 (Wheeling)	42,289.61	5.642
School Taxes Total	67,377.05	8.989
MUNICIPALITY/TOWNSHIP TAXES		
TIF Vil of Wheeling-Southeast II	0.00	0.000
Village of Wheeling	12,959.72	1.729
Road & Bridge Wheeling	149.91	0.020
General Assistance Wheeling	74.96	0.010
Town of Wheeling	412.25	0.055
Municipality/Township Taxes Total	13,596.84	1.814
COOK COUNTY TAXES		
Cook County Forest Preserve District	517.19	0.069
Consolidated Elections	254.85	0.034
County of Cook	2,166.19	0.289
Cook County Public Safety	1,101.84	0.147
Cook County Health Facilities	869.48	0.116
Cook County Taxes Total	4,909.55	0.655
(Do not pay these totals)	100,739.52	13.440

TAX CALCULATOR

2015 First Installment	53,907.80
2015 Second Installment	+ 46,831.72
Total 2015 Tax (Payable In 2016)	= 100,739.52

PROPERTY LOCATION

1001 CHADDICK DR
WHEELING IL 60090 6401

Search Again:

Please enter your 14-digit Property Index Number (PIN).

 - - - -

Please type in the 6-letter security code below exactly as you see it displayed, and then click Search.



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[Return to the Taxing Districts' Financial Statements and Disclosures main search page.](#)

EXHIBITS J & K

Site Plan and Description of the Costs of Substantial Rehabilitation

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

The subject property consists of an approximately 12,392 square foot building in an approximately 230,400 site. The current building is approximately 41 years old and is functionally obsolete. It has been 100% vacant and unused since 2010 (or more than six years).

The Applicant plans to demolish the current building and construct the New Building on its place. The Applicant plans to spend approximately \$6,136,529 to construct the New Building. These expected costs breakdown into the following:

Site Work:	\$1,326,690
Building Improvements:	\$3,601,200
Tenant Improvements:	\$385,000
Contingency:	\$239,080
Management Fee:	\$277,599
Soft Costs:	\$306,960
Total:	\$6,136,529

The Applicant believes the New Building will contain the following features:

- Divisible to allow for two tenants.
- Approximately 30 feet clear ceilings.
- Approximately 10 exterior loading docks.
- Approximately 2 drive-in doors.
- Built out of precast construction.
- Approximately 99 car parking spaces.
- ESFR sprinkler system.

The Applicant believes the development of the property will likely create approximately 125 to 150 construction jobs. The Applicant expects the construction of the New Building to be completed around the following timeline:

- Demolition of current building and parking lot: Around May or June 2017.
- Begin construction of New Building: Around July 2017.
- Complete construction of New Building: Around February 2018.

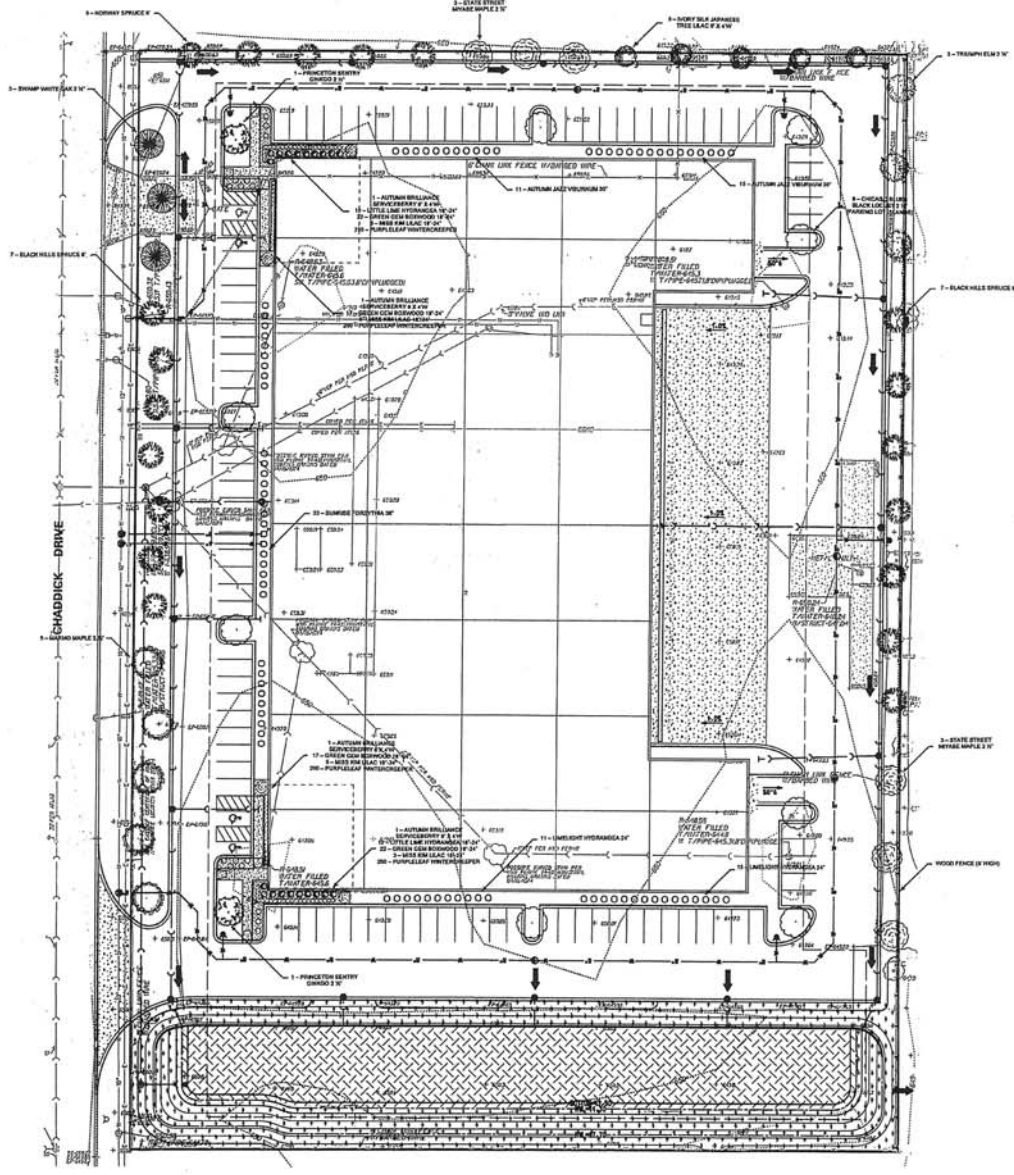
For a further understanding of the New Building, please see the following enclosed documentation:



CONCEPTUAL ARCHITECTURAL RENDERING:

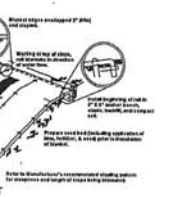
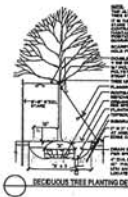
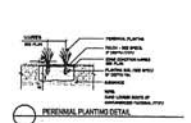
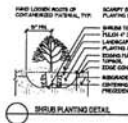
SPECULATIVE WAREHOUSE
WHEELING, IL

01-09-2017



PLANT LIST

Qty.	Common Name	Botanical Name	Size	Remarks
5	Marble Maple	Acer 'Marble Queen'	2 1/2"	S&B
5	State Street Maple	Acer 'State Street'	2 1/2"	S&B
2	Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	2 1/2"	S&B
2	Swamp White Oak	Quercus bicolor	2 1/2"	S&B
3	Chicago Blue Black Locust	Rubus prenanthoides 'Chicago Blue'	2 1/2"	S&B
4	Autumn Brilliance Serranberry	Amelanchier grandiflora	8' x 4'	S&B
5	Very Old Japanese Tree Lilac	Syringa reticulata 'Very Old'	8' x 4'	S&B
5	Swamp Spruce	Picea abies	8'	S&B
14	Black Hills Spruce	Picea canadensis	8'	S&B
78	Green Gem Boxwood	Buxus 'Green Gem'	18" x 24"	Cont.
20	Little Lime Hydrangea	Hydrangea paniculata 'Little Lime'	24"	Cont.
20	Limelight Hydrangea	Hydrangea paniculata 'Limelight'	24"	Cont.
16	Miss Kim Lilac	Syringa patula 'Miss Kim'	18" x 24"	Cont.
26	Autumn Jazz Viburnum	Viburnum dentatum 'Autumn Jazz'	20"	Cont.
800	Purpleheart Wintercreeper	Euonymus fortunei 'Coloratus'	3"	Pots



DS-75 EROSION CONTROL BLANKET
NOT TO SCALE

CARDING, IF NEW MESS TO DRY PRAIRIE
SEED MIX AND NORTH AMERICAN
GREEN DIRT, OR EQUIVALENT
EROSION CONTROL BLANKET
(SEE SPECIFICATIONS)

CARDING, IF NEW EMERGENT
WETLAND PLUS MIX
(SEE SPECIFICATIONS)

1. The Designer shall provide a list of plant species to be installed in the landscape plan, including the quantity, size, and location of each plant. The list shall include the botanical name, common name, and any special requirements for the plants. The Designer shall also provide a list of the plants to be installed in the landscape plan, including the quantity, size, and location of each plant. The list shall include the botanical name, common name, and any special requirements for the plants. The Designer shall also provide a list of the plants to be installed in the landscape plan, including the quantity, size, and location of each plant. The list shall include the botanical name, common name, and any special requirements for the plants.

PREMIUM BLUEGRASS MIX 4-1.50 PER 1,000 SQ FT
20% MIDWEST KENTUCKY BLUEGRASS
20% SOUTHERN KENTUCKY BLUEGRASS
20% LAMARCA KENTUCKY BLUEGRASS
20% BLUESTAR KENTUCKY BLUEGRASS
10% PERMANENT RYEGRASS
10% SUNSHINE PERMANENT RYEGRASS

Botanical Name	Common Name	Quantity
Amelanchier canadensis	Star Magnolia	10.00
Buxus sempervirens	Boxwood	10.00
Quercus bicolor	Swamp White Oak	10.00
Syringa reticulata	Japanese Tree Lilac	10.00
Hydrangea paniculata	Panicle Hydrangea	10.00
Euonymus fortunei	Wintercreeper	10.00
Picea canadensis	Black Hills Spruce	10.00
Picea abies	Swamp Spruce	10.00
Amelanchier grandiflora	Star Magnolia	10.00
Buxus 'Green Gem'	Green Gem Boxwood	10.00
Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	10.00
Hydrangea paniculata 'Limelight'	Limelight Hydrangea	10.00
Syringa patula 'Miss Kim'	Miss Kim Lilac	10.00
Viburnum dentatum 'Autumn Jazz'	Autumn Jazz Viburnum	10.00
Euonymus fortunei 'Coloratus'	Purpleheart Wintercreeper	10.00
Total		100.00

Botanical Name	Common Name	Quantity
Amelanchier canadensis	Star Magnolia	10.00
Buxus sempervirens	Boxwood	10.00
Quercus bicolor	Swamp White Oak	10.00
Syringa reticulata	Japanese Tree Lilac	10.00
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Syringa patula 'Miss Kim'	Miss Kim Lilac	10.00
Viburnum dentatum 'Autumn Jazz'	Autumn Jazz Viburnum	10.00
Euonymus fortunei 'Coloratus'	Purpleheart Wintercreeper	10.00
Total		100.00

1075 CHADDICK DRIVE

VILLAGE OF WHEELING
COOK COUNTY, ILLINOIS
PROJECT NO:9622

DEVELOPER

SITEX GROUP
9625 W BRYN MAWR AVENUE, SUITE 955
ROSEMONT, IL 60018
PHONE: 312-533-2669
FAX: 312.274.1787

CALL J.U.L.I.E. 1-800-892-0123

WITH THE FOLLOWING:

COUNTY COOK
CITY, TOWNSHIP WHEELING, T42N
SEC. & 1/4 SEC. NO. R11E, SEC. 14

48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

SOURCE BENCHMARK:
VILLAGE OF WHEELING BM-24
2.5" ALUMINUM DISK STAMPED VILLAGE OF WHEELING - SURVEY
MARKER LOCATED AT THE NORTHEAST CORNER OF GENEVA DRIVE
BRIDGE OVER McDONALD CREEK +/-250' NORTH OF AVALON
DRIVE.
ELEVATION = 656.901 HAVD 88

SOURCE BENCHMARK:
VILLAGE OF WHEELING BM-25
2.5" ALUMINUM DISK STAMPED VILLAGE OF WHEELING - SURVEY
MARKER LOCATED AT THE NORTHWEST CORNER OF WILLOW ROAD
BRIDGE OVER McDONALD CREEK +/-350' WEST OF POTOMAC
COURT.
ELEVATION = 652.302 HAVD 88

SITE BENCHMARK #1:
SOUTHEASTERLY BOLT OF FIRE HYDRANT ON THE EAST SIDE OF
CHADOCK NEAR THE SOUTHWEST CORNER OF THE SITE.
ELEVATION = 451.42 NAVD83

SITE BENCHMARK #2:
SOUTHEASTERLY BOLT ON FIRE HYDRANT ON THE EAST SIDE OF
CHADDOCK DRIVE +/- 80' SOUTH OF THE NORTHWEST CORNER OF
THE SITE.
ELEVATION = 651.28 NAVD83

NOTE:

SPACECO, INC. IS TO BE NOTIFIED AT LEAST
THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION
AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2017

PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2017

EXPIRATION DATE: 04/30/2017
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT
THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER



INDEX

[illegible]

LOCATION MAP



REVISIONS

ORIGINAL PLAN DATE: JANUARY 6, 2017

[illegible]

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

**CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS**



SPACECO INC.

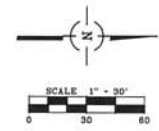
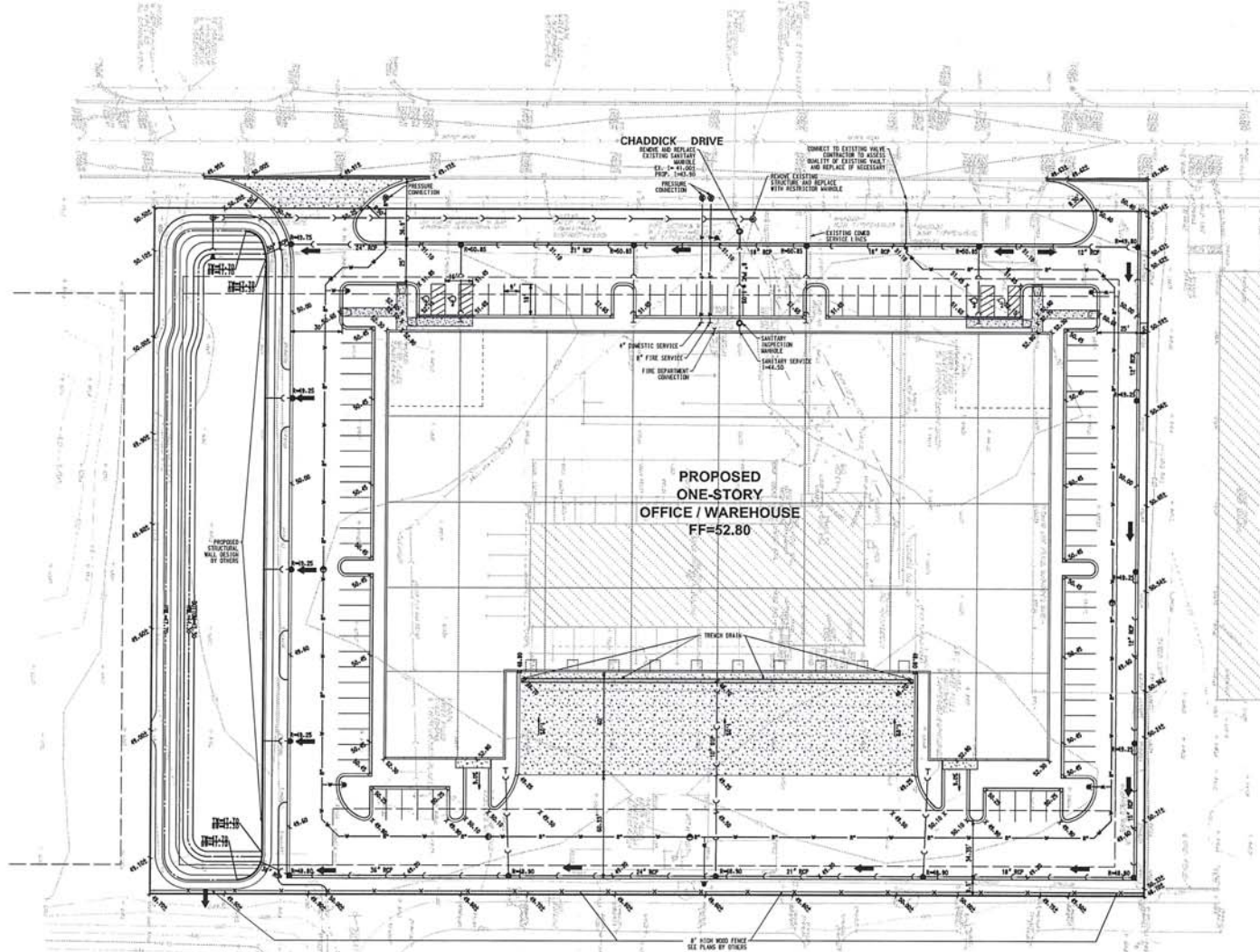
FILENAME:
9622P-TITLE

DATE:
01/06/17

JOB NO.
6522

9622
SHEET

P-C1



- LEGEND**
- FF FINISHED FLOOR
 - LOCAL DRAINAGE
 - 100-YEAR OVERLAND FLOW ROUTE
 - LOCAL DRAINAGE DIVIDE
 - TOP OF WALL
 - BOTTOM OF WALL
 - ASPHALT PAVEMENT
 - CONCRETE PAVEMENT OR APRON
 - CONCRETE SIDEWALK
 - CONCRETE SIDEWALK
 - MC RAMP (3" WIDE UNLESS NOTED)
 - REVERSE PITCH CURB
 - DEPRESSED CURB & GUTTER
 - PROPOSED FENCE

- NOTES:**
1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH 8-4.12 UNLESS OTHERWISE NOTED.
 3. SEE SHEET 081 FOR PAVEMENT SECTION DETAILS.
 4. ALL PAVEMENT MARKINGS SHALL BE PAINT.
 5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
 6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDING.
 7. ALL ON-SITE ACCESSIBLE RAMP SHALL FOLLOW DOT STANDARDS WITH THE EXCEPTION OF PROVIDING DETECTABLE WARNING, UNLESS OTHERWISE INDICATED ON THE PLAN.
 8. ADD AND TO ELEVATIONS SHOWN AS XXXX.
 9. GREEN SPACE SHALL BE FINISHED WITH 6" TOPSOIL AND SEED ON THE MAIN BUILDING SITE. STORMWATER DETENTION AND VOLUME CONTROL AREAS TO BE FINISHED WITH 12" TOPSOIL AND SEED.
 10. SPOT GRADES SHOWN AS XX.XX ARE TO MEET THE EXISTING PAVEMENT/GRASS/GRASS GRADE. THE GRADES SHOWN HAVE BEEN OBTAINED BASED ON INTERPOLATION OF EXISTING SPOT GRADES AND ARE THEREFORE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 11. PER WHEELING'S MANUAL OF PRACTICE, SLOPES IN GRADE AREAS SHALL HAVE A MINIMUM 1% SLOPE AND A MAXIMUM OF 5%. PAVED AREAS SHALL HAVE A MINIMUM OF 1% SLOPE. ALL WALKS, CURBS, ADA COMPLIANT RAMP AREAS, SHALL HAVE A MAXIMUM SLOPE OF 3%. ADA AREAS AND ROUTES SHALL MEET ALL APPLICABLE ADA REQUIREMENTS.
 12. ALL STORM SEWERS SHALL BE RCP 24" UNLESS NOTED OTHERWISE.
 13. ALL SANITARY SEWERS SHALL BE PVC 24" UNLESS NOTED OTHERWISE.
 14. ALL WATER MAINS SHALL BE D.I.P. 30" UNLESS NOTED OTHERWISE. HYDRANTS AND THROTTLE BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
 15. DESIGN OF WORKING AND CIRCULARITY OF LIGHTING WILL BE BY OTHERS.
- PRELIMINARY DETENTION SUMMARY**
- *FOR MORE DETAILED CALCULATIONS AND DRAINAGE INFO SEE PRELIMINARY STORM REPORT
- | | |
|----------------------|--------------|
| CURVE NUMBER | = 92 |
| REDUCED CURVE NUMBER | = 85.62 |
| DETENTION REQUIRED | = 1.22 AC-FT |
| DETENTION PROVIDED | = 1.39 AC-FT |
| RETENTION REQUIRED | = 0.33 AC-FT |
| RETENTION PROVIDED | = 0.33 AC-FT |

PRELIMINARY GRADING AND UTILITY PLAN	
1075 CHADDICK DRIVE WHEELING, ILLINOIS	
CONVENING ENGINEER COLLEEN REEDEN/ENGINEER LAND 03/14/2015	 SPACECO INC. FILENAME: 0622P-GRUT01 DATE: 01/06/16 JOB NO. 0622 SHEET P-GRUT 5 OF 5

EXHIBITS L & M
Duration of Abandonment

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

Based on the Applicant's discussions with the current owner of the property, the property has been 100% vacant and unused since 2010. Please note that because the Applicant is seeking the Class 6b under "New Construction", there is no need to determine that "special circumstances" exist.

EXHIBIT N
Employment Opportunities

Chaddick SG LLC or its assignee (collectively, the "Applicant") plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place ("New Building"). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

In order to make the property suitable for a potential tenant's use, the Applicant has allotted approximately \$6,136,529 to construct the New Building. This development will likely create approximately 125 to 150 construction jobs.

Though the Applicant does not have a tenant under contract to lease the site, it plans to aggressively market the New Building using a third-party brokerage firm. The Applicant expects to lease the subject property to one or two tenants. The Applicant expects the tenant or tenants will collectively have approximately 45 to 95 employees at the subject property. The Applicant will encourage the tenant or tenants to hire qualified Village of Wheeling residents for open positions.

EXHIBIT O
Financial Information

Chaddick SG LLC is newly formed; accordingly, it does not currently have any annual financial statements.

EXHIBIT P
Fiscal Effect

Chaddick SG LLC or its assignee (collectively, the “Applicant”) plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place (“New Building”). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

Property Tax Effect

The attached chart entitled *Estimated Taxes Over the Life of the Incentive* provides a rough estimate for the amount of taxes that will be generated by the subject property if the Class 6b Tax Incentive is granted and if the New Building is constructed. According to the chart, under these circumstances, the property would have an estimated total assessed value of \$445,120. Based on this assessed value, the subject property would generate cumulative estimated total taxes over the life of the incentive of \$2,155,149.

This tax revenue is far higher than the tax revenue which would be generated by the existing building if it continues to remain vacant. The subject property currently consists of an approximately 12,932 square foot building that has been 100% vacant since 2010. The property has been receiving total vacancy relief from Cook County since 2012 (no appeal was filed in 2010 and 2011). When a property is 100% vacant and unused, the building located thereon is typically assessed at 20% of its fair market value at full occupancy. As an example, since 2012, the property’s assessment has been reduced to following:

Tax Year	Initial Assessment	Reduced Final Assessment based on Vacancy
2016	\$619,463	\$296,691
2015	\$598,048	\$280,888
2014	\$596,072	\$280,491
2013	\$596,075	\$280,493
2012	\$594,354	\$280,149

As can be seen in the *Estimated Taxes Over the Life of the Incentive*, we assumed that if the property continues to remain “as is” and vacant, the assessment will continue to be around \$296,691. Based on this assessed value, the subject property would generate cumulative estimated total taxes over the life of the incentive of \$1,276,886.

The attached chart quantifies how much tax revenue may be lost if the 6b is not granted and the building remains vacant for an extended period of time. In total, the subject property will generate an estimated \$878,263 less tax revenue if the 6b is not granted than if the 6b is granted over the life of the incentive.

Sales Tax Effect

The Applicant will likely be creating approximately 125 and 150 construction jobs for the planned improvements. Additionally, the Applicant believes a tenant or tenants will collectively have approximately 45 to 95 employees at the subject property. The Village of Wheeling can expect these employees will invest commercially back into the community by visiting local establishments such as restaurants, gas stations, grocery stores and more. The Village of Wheeling can also expect the potential tenant or tenants will attract businesses and various customers to the Village in the course of its operations.

Conclusion

As the above indicates, there are various quantified economic benefits the Village of Wheeling will receive should the Applicant be granted the Class 6b Incentive so that it may rehabilitate and lease the site. However, without a Class 6b Incentive, the Applicant will not be able to purchase the property, construct the New Building and lease the same to a potential tenant (See Section 17 of the Real Estate Sale Agreement which is contingent upon the obtainment of a Class 6b Resolution from the Village of Wheeling).

Estimated Taxes over the Life of the Incentive

1075 Chaddick Drive
Wheeling, Illinois
03-14-200-026-0000

Estimated Taxes Based on:

An Estimated Market Value based on the 2016 Cook County Assessor's Office's Certified Market Value of \$1,186,764 based on a Total Vacancy Reduction
Compared to

An Estimated Market Value based on the Purchase Price of \$850,000, Approximately \$3,601,200 in Building Improvements (Out of the Expected Total Construction Costs of \$6,136,529) and a Class 6b Tax Incentive

				Estimated Taxes without a Class 6b at full vacancy				Estimated Taxes with a Class 6b				
Tax Year	2015 Tax Rate	2015 Multiplier	Estimated Effective Tax Rate ¹	An Estimated Market Value based on the Cook County Assessor's Office's Certified Market Value based on a Full Vacancy Reduction	Assessment Level Without a Class 6b	Estimated Assessed Value Without a Class 6b	Estimated Tax Without a Class 6b	An Estimated Market Value based on the Purchase Price of \$850,000 and Approximately \$3,601,200 in Building Improvements	Year of Proposed Incentive ²	Assessment Level With a Class 6b	Estimated Assessed Value With a Class 6b	Estimated Taxes With a Class 6b
2018	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	1st	10%	\$445,120	\$159,641
2019	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	2nd	10%	\$445,120	\$159,641
2020	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	3rd	10%	\$445,120	\$159,641
2021	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	4th	10%	\$445,120	\$159,641
2022	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	5th	10%	\$445,120	\$159,641
2023	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	6th	10%	\$445,120	\$159,641
2024	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	7th	10%	\$445,120	\$159,641
2025	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	8th	10%	\$445,120	\$159,641
2026	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	9th	10%	\$445,120	\$159,641
2027	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	10th	10%	\$445,120	\$159,641
2028	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	11th	15%	\$667,680	\$239,461
2029	13.440%	2.6685	35.865%	\$1,186,764	25.00%	\$296,691	\$106,407	\$4,451,200	12th	20%	\$890,240	\$319,281
Total Estimated Taxes (2018 to 2029)							\$1,276,886	Total Estimated Taxes (2018 to 2029)				\$2,155,149
Property Tax Revenue Generated from the approval of the Property's Class 6b Tax Incentive:										\$878,263		

Notes:

Note 1: The 2015 Effective Tax Rate (the 2015 tax rate x the 2015 multiplier) was used in the above-estimates and do not take into account any increase or decrease in the Effective Tax Rate between 2015 and 2029.

Note 2: The above is based on the assumption that the Class 6b Tax Incentive for the subject property will be activated in 2018.

The above estimates are speculative, and should be treated as such.

EXHIBIT Q
Other Inducements

Besides the requested Class 6b Tax Incentive for the property, no other financial inducement requests are planned at this time for the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000).

EXHIBIT R
Justification for the Class 6b Incentive

Chaddick SG LLC or its assignee (collectively, the “Applicant”) plans to purchase the property located at 1075 Chaddick Drive in Wheeling, Illinois (PIN: 03-14-200-026-0000). The Applicant plans to demolish the existing building on the subject property and construct a brand new approximately 83,755 square foot building in its place (“New Building”). The Applicant plans to lease the New Building to an industrial user or users for warehousing, manufacturing and/or distribution.

In real estate, a landlord passes the cost of real estate taxes down to the tenant. This is done so that the landlord can afford the maintenance of the property. Since a tenant in pay the real estate taxes directly or indirectly through rent, the Applicant can only attract a tenant for the site if the property offers competitive real estate taxes. This is especially true as real estate taxes for industrial properties in Cook County are generally double what they would be in the surrounding counties.

Attached, please find a chart entitled *One Year Tax Estimates*. As you can see from the chart, the estimated taxes for the property with a Class 6b would be \$1.91/SF. This tax load is competitive within Cook County and the surrounding counties.

In contrast, the estimated taxes without a Class 6b would be \$4.77/SF. The Applicant cannot obtain a tenant with such a high tax load. Accordingly, with such a high tax load, the New Building will likely sit vacant and slowly fall into disrepair. Without any prospective rental income, the Applicant cannot afford to spend the approximately \$6,136,529 (including \$3,601,200 in building improvements) to construct the New Building.

Therefore, without a Class 6b Tax Incentive, the Applicant cannot proceed in constructing the New Building. Accordingly, without a Class 6b, the site will remain a vacant dilapidated building.

One Year Tax Estimates
1075 Chaddick Drive
Wheeling, Illinois
03-14-200-026-0000

Table A: Estimated Taxes if 6B is Granted and New Construction is Performed

Estimated Market Value of the Property	Assessment Level	Estimated Assessed Value of the Property	2015 Tax Rate	2015 Equalization Factor	Effective Tax Rate	Estimated Total Taxes	Estimated Total Taxes Per Square foot
\$4,451,200	10%	\$445,120	13.4400%	2.6685	35.86%	\$159,640.69	\$1.91

Note 1: The above Estimated Market Value were calculated based on the purchase price of \$850,000 and \$3,601,200 in building improvements.

Note 2: Please note that the 2015 tax rate and multiplier were not increased to account for possible increases in the future

Note 3: The estimated total taxes per square foot assumes a building that is 83,755

Table B: Estimated Taxes if 6B is not Granted and New Construction is Performed

Estimated Market Value of the Property	Assessment Level	Estimated Assessed Value of the Property	2015 Tax Rate	2015 Equalization Factor	Effective Tax Rate	Estimated Total Taxes	Estimated Total Taxes Per Square foot
\$4,451,200	25%	\$1,112,800	13.4400%	2.6685	35.86%	\$399,101.71	\$4.77

Note 1: The above Estimated Market Value were calculated based on the purchase price of \$850,000 and \$3,601,200 in building improvements.

Note 2: Please note that the 2015 tax rate and multiplier were not increased to account for possible increases in the future

Note 3: The estimated total taxes per square foot assumes a building that is 83,755

The above estimates are speculative, and should be treated as such.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: An Ordinance Granting Site Plan and Building Appearance Approval for a Warehouse Development at 1075 Chaddick Drive [Docket No. PC 17-1].

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is seeking site plan and appearance approval to construct a new industrial facility in the I-3 General Industrial District.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff report
Draft PC Meeting Minutes, 1.26.2017
Fire Department memo
Engineering Division memo
Photo of existing conditions (staff)
Cover letter
Site plan
Elevation plans
Rendering
Landscape plan
Fence exhibit
Photometric plan
Lighting specs (7 sheets)
Engineering plans (5 sheets)
Truck turning radius (6 sheets)
ALTA Survey
Irrigation plan

RECOMMENDATION: To approve.

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

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

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

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

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

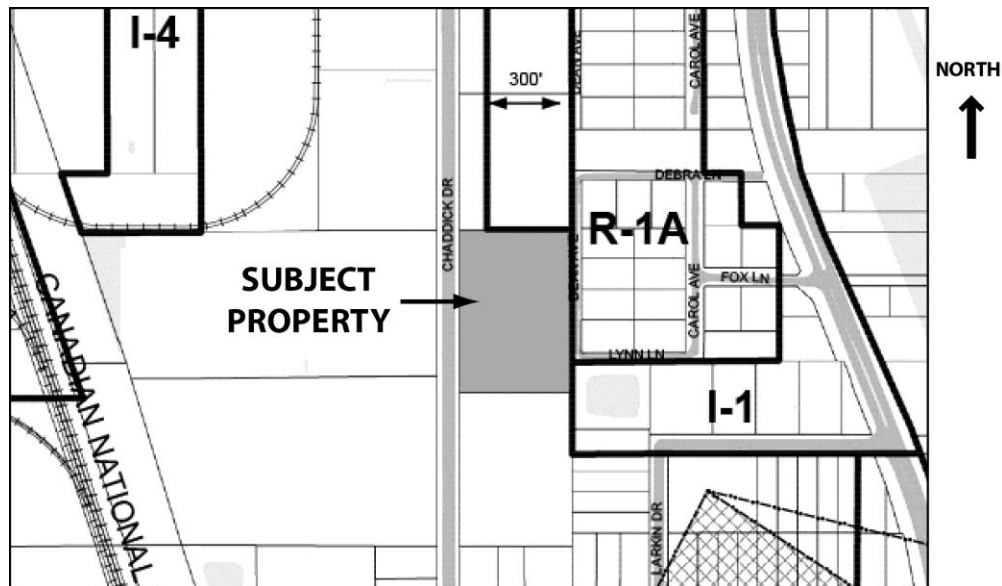
FROM: Andrew C. Jennings
Director of Community Development

DATE: February 2, 2017

Docket No. PC 17-1
Chaddick SG
1075 Chaddick Drive
Site Plan & Appearance Approval of a Warehouse Development

PROJECT OVERVIEW: The petitioner is seeking site plan and appearance approval to construct a new industrial facility in the I-3 General Industrial District.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission meeting on Thursday, January 26, 2017, Commissioner Zangara moved, seconded by Commissioner Johnson to recommend Approval of Docket No. PC 17-1 granting site plan and appearance approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts and Chapter 19-12, Site Plan Approval Requirements, in order to construct a new warehouse development in accordance with the following exhibits submitted by Chaddick SG on January 12, 2017 for 1075 Chaddick Drive, Wheeling, Illinois:

- Cover letter,
- Site plan,
- Elevation plans,
- Rendering,

Request for Board Action

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RE: Plan Commission Docket No. PC 17-1

- Landscape plan,
- Fence exhibit,
- Photometric plan,
- Lighting specs (7 sheets),
- Engineering plans (5 sheets),
- Truck turning radius (6 sheets), and
- ALTA Survey.

And with the following conditions of approval:

1. The proposed trees shall meet the minimum size requirements of the Zoning Code;
2. Prior to Village Board consideration of the proposal provide a shaded irrigation plan to indicate the location of proposed irrigated areas;
3. Two bicycle racks shall be added to the site; and
4. Rooftop mechanical units shall be screened and plans shall be provided at permit.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara

NAYS: None

ABSENT: Commissioner Blinova

PRESENT: None

ABSTAIN: None

There being six affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

Applicant Name: SG Chaddick LLC

Property Owner: ABC Treadco

Common Property Address: 1075 Chaddick Drive

Common Location: Located on the east side of Chaddick Drive,
between Hintz Road and Marquardt Drive.

Neighboring Property Land Use(s): North: Industrial
West: Institutional
South: Industrial
East: Single-Family Residential (Wolf Run)

Comprehensive Plan Designation: Industrial

Property size: 230,400 sq. ft. (5.3 ac) for the entire site
83,755 sq. ft. for the proposed building

Existing Use of Property: Vacant (former truck freight terminal)

Proposed Use of Property: Warehouse and office

Existing Property Zoning:

I-3 General Industrial District

Previous Zoning Action on Property:

1981-33A Ord. No. 1828, Rezoned portion of property from I-1 to I-3, passed 1.04.1981
1981-33B Ord. No. 1829, Granted a S.U. for a freight terminal, passed 1.04.1981 (now expired)

DESCRIPTION OF PROPOSAL

The petitioner, Chaddick SG, is proposing to construct a warehouse/distribution development on an underutilized parcel in the I-3 General Industrial District.

The development requires site plan and appearance review. A new 83,755 sq. ft. one-story warehouse building with 5,000 sq. ft. of office is proposed. Full-scale lighting and landscaping plans are provided. A privacy fence is proposed at the eastern property line, which is adjacent to the residential properties.

SITE PLAN REVIEW

Scale of Site Plan: 1" = 60' (reduced)

Proposed General Site Layout: The site is being completely redeveloped. A warehouse building will be centrally located on the site with parking around the perimeter of the building and dock doors on the east façade. Two access drives are proposed onto Chaddick Drive, one at the north and one at the south ends of the building. Detention is proposed for the green space at the south end of the site.

Total Number of Parking Spaces: The proposed industrial building has both warehouse and office uses. 5,000 sq. ft. of office use is proposed. At the required 4 spaces/1,000 sq. ft., the office use requires 20 parking spaces. The 78,755 sq. ft. warehouse use at 1 space/1,000 sq. ft. requires 79 spaces. Based upon the proposed uses, the total parking requirement is 99, which is the total number of spaces provided.

Site Lighting: A full photometric plan and light fixture details have been provided. The plans propose building-mounted fixtures. The lighting plans appear to meet the requirements of the Zoning Code.

Sidewalks: There is no public walk proposed with the redevelopment of the site. Public walks on Chaddick Drive are intermittent. There are no public walks on properties adjacent to the subject property. The Plan Commission discussed the issue and decided a public walk should not be required.

Trash Enclosure: If outdoor trash enclosures are desired by the tenant(s), they would be located in the truck dock. Elevation, plan and section views of the trash enclosure have been provided on the site plan.

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RE: Plan Commission Docket No. PC 17-1

Fencing: Along the rear (east) property line, which abuts Wolf Run Estates, an 8-foot-high solid wood privacy fence is proposed. An elevation and section plan of the fence is provided on the site plan. Photographs to demonstrate the fence appearance are also provided.

Landscaping Plan: The landscaping plan includes foundation plantings, which are robust at the building entries. The foundation plantings include a mix of hydrangea, wintercreeper, Miss Kim Lilacs, Autumn Brilliance Serviceberries, and boxwoods. There are also rows of Autumn Jazz Viburnum, Sunrise Forsythia, and Limelight Hydrangea at the building foundation. Shade trees are provided in the parking lot islands. A variety of maples, spruce, oak, locust, ginkgo, and lilac trees will line the perimeter of the site. In lieu of providing street trees in the public right of way, the street trees will be planted on the subject property, just west of the drive aisle. Detailed plant lists are also provided for the wetland and detention areas.

Landscape Irrigation: Note 10 on the landscape plan indicates irrigation will be provided for the foundation plantings. At the request of the Plan Commission, an irrigation plan has been provided at the time of Village Board review.

BUILDING APPEARANCE REVIEW

Building Size: The building will be 83,755 sq. ft. The total height of the building to the top of the parapet wall is 38 feet. The ceiling height will be 30 feet. The maximum allowed building height in the I-3 District is 40 feet.

Exterior Building Materials/Colors: Building elevations have been provided for all four facades. A colored rendering is also provided. The proposed building is comprised of exterior pre-cast concrete panels. The primary building colors are multiple shades of gray with dark blue accent panels. At the northwest and southwest corners of the building are tinted glass curtain walls. Each of the west facades of the glass curtain walls are building entries. Additional tinted windows are punched in on the west (main), north and south facades. Between the use of windows and a pattern of colors in the concrete, the long walls are sufficiently broken up.

Material Samples Provided: Material and color samples were provided at the meeting.

HVAC/Mechanical Components Screened: The location of mechanical units is not provided on the plans. The Plan Commission added the following condition of approval to address this issue: “Rooftop mechanical units shall be screened and plans shall be provided at permit.”

Exterior Downspouts: At the January 26th meeting, the petitioner indicated the downspouts will be internal.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation for Docket No. PC 17-1 (Site Plan and Building Appearance Approval) included four conditions of approval. The following fourth condition of approval is omitted from the draft ordinance because it has already been addressed (**staff comment in bold**):

- Prior to Village Board consideration of the proposal, provide a shaded irrigation plan to indicate the location of proposed irrigated areas. **(An irrigation plan is provided and listed as an exhibit to the attached ordinance.)**

The following three conditions of approval appear in the attached draft ordinance:

1. The proposed trees shall meet the minimum size requirements of the Zoning Code;
2. Two bicycle racks shall be added to the site; and
3. Rooftop mechanical units shall be screened and plans shall be provided at permit.

**MODIFICATIONS TO PLANS FOLLOWING PLAN COMMISSION
RECOMMENDATION**

At the Plan Commission’s direction, an irrigation plan has been provided.

STAFF REVIEW

Fire Department Review: The Fire Department has submitted comments dated January 20, 2017. The comments can be addressed at building permit.

Engineering Division Review: The Engineering Division has submitted comments dated January 20, 2017. These comments can be addressed at permit.

Impact on adjacent uses: The property was previously a truck freight terminal. The proposed development will be less intense than the previous use.

Staff Recommended Action to Plan Commission: Staff recommended that the Plan Commission discuss the following prior to making a recommendation:

- Determine if utilities have been properly screened;
- Review the building materials and colors; and
- Determine if a public walk is required.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission’s recommendation to approve the requested site plan and building appearance approval of the proposed warehouse development. An ordinance is attached for the Board’s consideration.



Andrew C. Jennings
Director of Community Development

Request for Board Action

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RE: Plan Commission Docket No. PC 17-1

Attachments:

- Ordinances (precedes this report)
- Draft 1.26.2017 PC Meeting Minutes
- Memo from Fire Department
- Memo from Engineering Division
- Photo of existing conditions (staff)
- Cover letter
- Site plan
- Elevation plans
- Rendering
- Landscape plan
- Fence exhibit
- Photometric plan
- Lighting specs (7 sheets)
- Engineering plans (5 sheets)
- Truck turning radius (6 sheets)
- ALTA Survey
- Irrigation plan, 1.31.2017

ORDINANCE NO. _____**AN ORDINANCE GRANTING SITE PLAN AND BUILDING APPEARANCE
APPROVAL FOR A WAREHOUSE DEVELOPMENT AT 1075 CHADDICK DRIVE**

WHEREAS, the Plan Commission of the Village of Wheeling held a public meeting on January 26, 2017, to consider a request for Site Plan and Building Appearance Approval as required under Chapter 19-07 Industrial Districts, Section 19.07.040 I-3 General Industrial District, Chapter 19-12 Site Plan Approval Requirements, and Chapter 19-11 General Development Standards, to construct an industrial warehouse development at 1075 Chaddick Drive, Wheeling, Illinois; and

WHEREAS, the Plan Commission of the Village of Wheeling has reviewed the petitioner's request for site plan and building appearance approval and has submitted its recommendation to the President and Board of Trustees that the petitioner's request be granted, with a vote of 6 ayes, 0 nays, and 1 absent; and

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

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

Section A

Site Plan and Building Appearance Approval are hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Section 19.07.040 I-3 General Industrial District, Chapter 19-12 Site Plan Approval Requirements; and Chapter 19-11 General Development Standards, to construct a warehouse industrial development in accordance with the following exhibits submitted by Chaddick SG on January 12, 2017 (except as noted), for 1075 Chaddick Drive, Wheeling, Illinois, hereinafter legally described:

- Cover letter
- Site plan
- Elevation plans
- Rendering
- Landscape plan
- Fence exhibit
- Photometric plan
- Lighting specs (7 sheets)
- Engineering plans (5 sheets)
- Truck turning radius (6 sheets)
- ALTA Survey
- Irrigation plan, 1.31.2017

LEGAL DESCRIPTION:

LOT 1 IN SOUTH WEHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8, A SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(The above described property is located 1075 Chaddick Drive, and is zoned I-3 General Industrial District.)

Section B

Site Plan Approval granted in Section A of this ordinance is subject to the following conditions:

1. The proposed trees shall meet the minimum size requirements of the Zoning Code;
2. Two bicycle racks shall be added to the site; and
3. Rooftop mechanical units shall be screened and plans shall be provided at permit.

Section C

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

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this _____ day of _____, 2017.

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

Docket No. PC 17-1

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2017, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

- Photo of proposed stone veneer and
- Patio wall elevation plan.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.

- C)** Docket Nos. 2016-24A&B and PC 16-18 (Continued from December 1, 2016 hearing without discussion)
Parking Lot
300 S. Milwaukee Avenue
(2016-24A) Variation from Title 19, Zoning, Related to Parking Setback
(2016-24B) Variation from Title 19, Zoning, Related to Screening
(PC 16-18) Site Plan and Appearance Approval of a Parking Lot

See Findings of Fact and Recommendation for Docket No. 2016-24 A&B and PC 16-18.

Commissioner Powers moved, seconded by Commissioner Zangara to continue Docket No. 2016-24 & PC 16-18 to February 23, 2017. The motion was approved by a voice vote.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.

The Commission took a break at 7:52 p.m. and reconvened at 7:58 p.m.

- D)** Docket No. PC 17-1
Chaddick SG LLC
1075 Chaddick Drive
Site Plan and Appearance Approval of a Warehouse Development

Mr. Patrick Kilmer, Attorney, 33 North LaSalle Street, Chicago, IL was present. He reported that Chaddick SG LLC was seeking site plan approval and building appearance approval to construct a brand new approximately 83,000 square foot building at 1075 Chaddick Drive. This would replace

an existing building that had been vacant for more than six years. The existing building is 12,932 square feet, so it would be a substantial increase.

Cary Goldman, Sitex Group, 9525 West Bryn Mawr, Rosemont. Mr. Goldman reported that Sitex Group was founded in 2002 and they specialize in redeveloping industrial buildings and developing industrial buildings. They typically try to take underutilized and functionally obsolete properties and turn them into buildings that could be used as corporations typically for distribution assembly and manufacturing uses. They have done a couple of projects in Wheeling in the past. They redeveloped properties at 464 Northgate and 301 Holbrook. The proposed site was used in the past as a truck terminal. The existing truck terminal is functionally obsolete and completely dilapidated. The parking lot is cracked up with weeds and grass growing through it. It has been an abandoned unsightly property. Their goal is to buy the site from ABF. They are currently under contract to purchase the site subject to site plan approval. They designed an 83,755 square foot industrial building. Their goal is to build a modern industrial facility that is 30' clear in height for likely a distribution user. There are 10 exterior docks that would be in the rear of the building facing east. They believe the building divides easily into a two tenant building. They would probably not consider a three tenant building so the likelihood is that it would be a single user or two tenants in the building. They have chosen to use the precast design which is a common material used. There are some nice architectural features and reveal patterned glass and they made the building well lit. They will change the landscaping. They are trying to retain tenants that might already be in Wheeling. Since they feel the location is excellent based on where labor comes from and is still a very popular community to conduct this type of business. They think the project will be very successful and a very attractive building addition to the park.

Mr. Goldman referred to the public comment made earlier this evening and wanted to address some of the concerns. They want to be good strong corporate citizens so the residential adjacent to the property is a concern to them. They want to make it as easy for them as possible. They have looked at putting an 8' fence which is currently an unsightly slatted fence with scrub vegetation. Their goal is to put an 8' wood fence with steel posts. They also plan to remove all of the scrub vegetation and adding vegetation of some Maples, Elms and Spruce. They anticipate the trees would grow to about 25-30' and would be full in the summertime. With the 8' fence, the angle and site line standing along Dean would be mitigated. The building would be more attractive than any building on the street in the area. They are not asking for any variances. It most likely will be a distribution type tenant but there is a possibility it could be a manufacturing. The proposed type of building usually doesn't attract heavy manufacturers that might create smells or noise. It is a speculative development so they don't know who the tenant would be but they will market it widely. They may be able to accommodate a current Wheeling resident and keep their employees in town or could grab a company from a neighboring community and bring jobs to Wheeling.

Mr. Goldman referred to the concern of noise. He mentioned there were many industrial buildings on the street and many will have significantly higher truck counts than a building with 10 docks. He met with a potential prospect that is currently located in Buffalo Grove and they would have usually 2-4 trucks per day using the entire building. Typically a building like the proposed is for companies who have significantly less truck traffic and just normal distribution.

Mr. Goldman referred to the snow removal. They will maintain the landscaping and fence on their

property and anything off their property is out of their control. He is unsure how the snow removal currently works on Dean.

Mr. Goldman referred to the concern of exhaust and feels the truck counts would be kept at a reasonable number. The IEPA and emissions is regulated and they don't expect there to be an unusual amount of fumes or odors that would be dangerous to the public.

Mr. Goldman stated the street is zoned I-3 and he doesn't think anyone would develop the site in an industrial park and not build a modern industrial building. They are building within the codes and he thinks they are designing a very attractive building that should add to the neighborhood and would be a very minor nuisance to the residents that live nearby. They have been very thoughtful about their photometric plan and how much light bleeds over into Dean and then into the homes. It is very minimal lighting that's going to bleed over.

Mr. Harlan Stoa, Project Architect, Harris Architects, 4801 Emerson Avenue, Palatine, IL was present. Mr. Stoa explained the property was set up with parking and drives all around so there is Fire Department access around the building. The building is oriented toward Chaddick with two corners facing Chaddick that are set up to be offices if this becomes two tenants. Trucks will enter from the south side of the building and go around to the back of the building. All of the truck operations are on the east side and is screened off from Dean Avenue by the 8' fence. The building is insulated pre-cast concrete with 30' clear height. They used some color variations and casting reveals to put some interest and make it more attractive. Color samples were provided. The entrances are accentuated with the access colors of the dark blues, arches and higher glass curtain wall at the corners. The entrance areas are recessed back from the main face to provide more interest. There is an area in the middle of the west face that is a false entrance that breaks up the long wall on the west side. The area in the back between the dock doors allows for trash enclosures with cedar fencing around it. A detailed of the screen fence is included on the site plan. The number of parking stalls allows them to have up to 5,000 square feet of office which would be plenty of office. If a tenant needed more office and required more parking than showed there would be a possibility to add additional parking in the dock area. There are 99 parking stalls.

Mr. Brett Duffy, Spaceco Inc., 9575 W. Higgins Road, Rosemont was present. Mr. Duffy referred to the two points of access to the site, one on the north end and one on the south end. The trucks will primarily enter on the south end. The site was also designed to accommodate a fire truck. The truck turn movements were provided in the packet. The Fire Department's comments to the petitioner were that the access and maneuverability were adequate for the site. He confirmed they would be in compliance with the storm water management ordinance for the property. They will address the comments from the Village's Engineering and Fire Department when they return for final engineering and permitting.

Mr. Ryan Battistoni, Sitex Group, 9525 W. Bryn Mawr Avenue, Rosemont was present. He oversees the operations for Sitex Group. He reported that being good corporate citizens was a focal point of theirs from inception. They have gone through analysis and review as to how to best shield and block the property from the neighboring residents. He reported they were looking to install a board and batten cedar wooden fence. There are no holes that come with age of the wood with this type of fence. It will be a solid barrier. They are proposing steel galvanized piping for the structure

component which will give it more of a long term structure. He referred to the southeast corner where they are proposing a variety of Maple trees that are fast growing. On the northeast side, they are planting Elm trees that are slower growing but will fill in nice and thick. Adjacent to the dock areas, they are proposing a Black Hill Spruce which is an evergreen that will provide at maturity a visible barrier to the site. They have provided the landscape plan including the plant list. Along Chaddick Drive, they proposed adding a variety of hardwood and softwood trees which will create somewhat of a barrier along Chaddick for the building but will also be aesthetically pleasing to the street. There are existing mature trees along the street which they will try and save but their architect has extreme concerns through the excavation and work done on site that they could be impacted by root compaction and the trees would die off in the future. They are planning to irrigate all of the turf areas around the building and all of the green space in between the building and parking lot. It will be a zoned irrigation system with a timer and will ensure that the green space around the building is adequately watered in drought situations. They had a photometric study done of the building. They are not looking to cast light all along the parking lot. They are using flat LED fixtures that would be building mounted with zero degree tilt so they will shine directly down. The fixtures also have a filter that casts the light to the left and right of the fixture and also back against the building that then reflects down. They are not proposing any pole mounted lighting along the east exposure. They have more than enough adequate light for security as well as operations within the yard. There is .1 foot candle at the street without the 8' fence.

Commissioner Powers asked for details about the trash enclosures. Mr. Stoa explained the dock doors were 24' on center and typically the dock space is about 12' which leaves a space of 12' of open space between the dock doors. The 12' is where they propose the trash enclosures. There are two spots on the site plan up against the building, one at the north and one at the south.

Commissioner Powers noticed the proposed trees were 2.5" caliper and referred to the Code which requires 3". Mr. Battistoni agreed to meet the minimum Code.

Commissioner Powers questioned if it would be possible to shade the landscape plan to show the irrigation. Mr. Goldman agreed to designate it on the landscape plan before the Village Board meeting.

In reply to Commissioner Powers' question, Mr. Stoa confirmed the downspouts would be internal. The scuppers would be external.

In reply to Commissioner Powers' question, Mr. Goldman confirmed the HVAC units would likely be above the office areas in the corners and closest to the west side of the property. He confirmed they would follow any screening guidelines required.

Commissioner Powers questioned the requirement for bike racks. Ms. Jones explained the parking could either be inside the building or they could add bike racks outside. Mr. Goldman suggested in the corner of the east elevation. He also mentioned it would be easy to also bring bikes inside.

Commissioner Powers felt it would be a very nice looking building.

Commissioner Dorband asked about the plans for a public sidewalk. Ms. Jones explained that a

sidewalk was technically not required at this time. Sidewalks are required when a new subdivision is proposed but this is a redevelopment of an existing site so it is not required per code. It is up to the Plan Commission to make the determination if a sidewalk would be a beneficial addition to the project. Ms. Jones referred to the sidewalk plan that is part of the active transportation plan that was added to the Comprehensive Plan. There is a sidewalk plan that designates the west side of Chaddick across the street as a low priority sidewalk area. This side of the street is not designated. Commissioner Dorband is in favor of sidewalks throughout the area but noted it's not required. Chairman Ruffatto mentioned the capital plan for the Village to install sidewalks was on the west side but it didn't necessarily mean they can't have sidewalks on the east side. There is no priority for the Village to do it. Commissioner Dorband doesn't want to have a sidewalk that leads to nowhere. Mr. Goldman explained in his experience the sidewalks wouldn't be used very much. Chairman Ruffatto referred to a former Plan Commissioner that always said you had to start somewhere.

Commissioner Dorband thanked the petitioner for providing the irrigation for the landscaping and the consideration of the neighbors.

Commissioner Johnson felt it was a very attractive building. He questioned if all of the docks were exterior. Mr. Goldman confirmed all of the docks were exterior with dock shelters.

Commissioner Johnson questioned if they had a rendering of the east elevation. He asked if they could provide one before it went to the Board. Mr. Goldman confirmed they didn't have an east elevation but agreed to prepare one if necessary. Chairman Ruffatto agreed to take a poll.

Commissioner Johnson referred to the truck noise and referenced the Village Ordinance regarding idling trucks.

Commissioner Johnson questioned the boundaries of the 8' fence. Mr. Goldman explained they anticipate the fence to just be along Dean Avenue.

Commissioner Johnson referred to the HVAC units and questioned if they waited until they had the tenants. Mr. Goldman explained they will size it appropriately to the size of the office. They believe they would put the heat in the warehouse because it wouldn't change the heat units. They will install two, one on each side anticipating that the building would likely be divided. A condition will be added for the screening.

Commissioner Issakoo thanked the petitioner for a very thorough plan and great looking building. Commissioner Issakoo questioned why the truck docks weren't on the west instead of the east. Mr. Goldman explained typically people were more concerned what the image looked like on the street. Also, there are ingress and egress points on either side of the building so it would be difficult for trucks to turn into the site then take a hard 90 degree turn and then have room to back up into the dock area. The solution is an enormous truck apron that is wide open to the street and often is not attractive to municipalities.

Commissioner Zangara thinks the plans were great and everything was very thorough. He questioned if there was any concern about the Spruces growing big enough and hurting the fence.

**Wheeling Plan Commission
Regular Meeting**

DRAFT

January 26, 2017

Mr. Goldman explained they would have an arborist taking care of the trees on a regular basis so the likelihood they would be trimmed higher so that the branches weren't pushing into the fence. He believes the trees should be maintained.

Commissioner Zangara questioned if they would build less dock doors if a company came in. Mr. Goldman explained building it speculatively they need to make the decision at some point even if they don't have a tenant. He explained docks could be put very close together but these are spread out for the distribution role. They chose to do that so it makes the maneuvering easier for them. The docks are pretty well spaced apart since it is more for mainstream distribution.

Chairman Ruffatto agreed with the other Commissioners that it was a great plan and is appreciated by the Plan Commission.

Chairman Ruffatto questioned if remediation was required prior to building. Mr. Goldman explained that they already had performed Phase I environmental survey on the property. They hired the same environmental company that had a history on the property. There once was a tank on the property and there had been a cleanup effort. He offered to submit the Phase I report to the Commission. There are no current existing environmental conditions that have been identified on the site.

Chairman Ruffatto questioned if the Fire Department had any questions or comments. Fire Inspector Antor reported there was a tank that was removed in the back of the property about six or seven years ago and was permitted by the Village and the State Fire Marshal's office.

Mr. Goetzelmann stated all of his comments were relatively minor and handled in final engineering.

Chairman Ruffatto took a poll regarding requiring a sidewalk on this property.

Commissioner Johnson: no
Commissioner Powers: no
Commissioner Dorband: no
Commissioner Issakoo: no
Commissioner Zangara: no
Chairman Ruffatto: yes

The vote was 5:1 in favor of not requiring a sidewalk.

Chairman Ruffatto took a poll regarding requiring a color rendering of the east side to give to the Village Board.

Commissioner Zangara: no
Commissioner Issakoo: no
Commissioner Dorband: no
Commissioner Powers: yes
Commissioner Johnson: yes
Chairman Ruffatto: no

The vote was 4:2 in favor of not requiring a color rendering of the east side.

Chairman Ruffatto thanked the petitioner for the considerations of the neighbors. He felt they did a great job by providing a 0.1 candle foot at the street without the fence. Mr. Goldman referred to the concern about headlights from the trucks coming in at night. They studied it to make sure there was not any bleed from the headlights over the fence.

Chairman Ruffatto felt it was a beautiful building.

Commissioner Zangara moved, seconded by Commissioner Johnson to recommend approval of Docket No. PC 17-1 granting site plan and appearance approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts and Chapter 19-12, Site Plan Approval Requirements, in order to construct a new warehouse development in accordance with the following exhibits submitted by Chaddick SG on January 12, 2017 for 1075 Chaddick Drive, Wheeling, Illinois:

- Cover letter
- Site plan
- Elevation plans
- Rendering
- Landscape plan
- Fence exhibit
- Photometric plan
- Lighting specs (7 sheets)
- Engineering plans (5 sheets)
- Truck turning radius (6 sheets)
- ALTA Survey

With the following conditions:

1. The proposed trees shall meet the minimum size requirements of the Zoning Code;
2. Prior to Village Board consideration of the proposal provide a shaded irrigation plan to indicate the location of proposed irrigated areas;
3. Two bicycle racks shall be added to the site; and
4. Rooftop mechanical units shall be screened and plans shall be provided at permit.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith MacIsaac, Fire Chief
FPB File
DATE: January 20, 2017
SUBJECT: Proposed Spec Warehouse – 1075 Chaddick Drive - Plans received for review by the Fire Department, January 13, 2017.

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

Site Plan

1. The site plan reviewed includes a new 83,755 square foot, spec warehouse building with office space. The space has the ability to be used by multiple tenants and not necessarily a single tenant.
2. A turning radius analysis was included with the petitioner's submittal. Based on the documents submitted the driveway and parking lot meets the Fire Department's access needs.
3. The fire apparatus access routes around the building shall be capable of supporting fire apparatus with a gross vehicle weight of 85,000 pounds.
4. Fire lanes shall be posted as required by the Fire Department.
5. The site water main improvements shall comply with all Village of Wheeling Municipal Codes which includes, but is not limited to the "Manual of Practice for the Design of Public & Private Improvements" and the 2012 Edition of the International Fire Code. Water main improvements required would include:
 - a. A looped watermain shall be provided around the site serving the sprinkler system water supply and site hydrants. **(INCLUDED ON PRELIMINARY UTILITY PLAN)**
 - b. A separate fire service supply and domestic supply is required instead of the single service shown on the submittal documents.
 - i. The fire service supply main size shall be based on the building's needed fire flow.
 - ii. Fire hydrants shall not be placed on the building's fire service supply.

Ms. Brooke Jones

SUBJECT: Proposed Spec Warehouse – 1075 Chaddick Drive - Plans received for review by the Fire Department, January 30, 2017.

January 20, 2017

Page 2

- c. Fire hydrants shall be located around the site with spacing not to exceed 300 feet.
(INCLUDED ON PRELIMINARY UTILITY PLAN)
- d. A fire hydrant shall be provided within 50' of the building's Fire Department Connection Location (FDC).
- 6. Trees and light fixtures along the drives that are fire access routes shall not hang over the drives/parking lots in a manner that hinders Fire Department access. A minimum of 13'6" overhead clearance shall be provided over the fire apparatus access routes.
- 7. A clear space of at least 4-feet shall be maintained around the circumference of any fire hydrants. This includes light fixtures, transformers, and landscaping.
- 8. The building's Fire Department connection shall be located at the front of the building or at another location as approved by the Fire Department.
- 9. Site landscaping features, utilities, or similar obstructions shall not impede access to fire protection equipment, i.e. building Fire Department Connection (FDC). ***The FDC location shown on the submittal documents is blocked by vehicle parking and landscaping. Therefore this location is not approved and the FDC will need to be relocated.***

Spec Warehouse – 1075 Chaddick Drive – A new Office/Warehouse building

- 1. Based on the information provided for review, the proposed building would be a mixed use occupancy comprising of B (Business) and S (Storage) Use Group Occupancies as defined in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC).
- 2. All construction for the new building would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments). Some of the code requirements that this would include are:
 - a. Height/area requirements based on construction type and use.
 - b. The building is required to be fully sprinklered with a system designed and installed in accordance with NFPA 13 (Including rack storage).
 - c. The building is required to be provided with a monitored fire alarm system designed and installed in accordance with NFPA 72.

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



MEMORANDUM

TO: Brooke Jones, Senior Planner

FROM: Kyle Goetzelmann, Civil Engineer I

COPY: Jon Tack, Village Engineer

DATE: January 20th, 2017

SUBJECT: SG LLC Proposed Industrial Building
1075 Chaddick Dr. - Review Comments

The Engineering Division received a Project Description, Alta Survey, Plat of Subdivision, Site/Floor Plan, Landscape Plan, Engineering Drawings, Turning Radius Exhibit, Elevation Drawings, Renderings, Fence Photos, Lighting Photometric Plan, and Preliminary Storm water Report for the subject project on January 13th, 2017. The Engineering Division has completed a review of the above referenced submittal and offers the following comments at this time:

1. All Village notes and applicable standard details need to be included.
2. MWRD, IEPA, and Village of Wheeling Engineering permits will be required for this project.
3. This site is greater than 3 acres in size. All design will have to meet the runoff, volume control, and detention requirements of MWRD.
4. A more detailed storm water report will be necessary prior to final approval. Release rates should be included in this report.
5. All storm sewer infrastructure needs to include pipe diameter, structure size, invert depths, and slopes.
6. Minimum storm sewer pipe diameter is 12" unless approved by the Village Engineer.
7. Downspouts should be labeled. All downspouts draining into underground storm sewer will need to include our downspout standard detail.
8. Water and fire service lines should adhere to applicable local and state codes.
9. 100 year overflow route shall not drain into neighboring storm water detention facility. It is recommended that the emergency overflow discharge into the Chaddick right of way.

10. A utility crossing table will be needed wherever water main crosses a sanitary or storm sewer. Vertical and Horizontal separation will be maintained according to section 5.09B and 5.09C of our Manual of Practice.
11. If sidewalk is required, site plan shall detail its construction.
12. Erosion control and Storm Water Pollution Protection Plan (SWPPP) will be required.
13. Developer's Engineer will need to provide seeding and maintenance plan if a wetland bottom is proposed. Specific milestones for vegetative development will be required.

Chaddick SG – 1075 Chaddick Drive

Docket No. PC 17-1 (Site Plan & Appearance Approval of a Warehouse Development)

Plan Commission Meeting – January 26, 2017

Village Board Meeting – February 6, 2017



Existing conditions of subject property (looking east)

January 5, 2017

Andrew C. Jennings, AICP
Director of Community Development
Village of Wheeling, Community Development Department
2 Community Boulevard
Wheeling, IL 60090

Re: 1075 Chaddick Drive Planning and Zoning Review – Project Description Letter

Mr. Andrew Jennings:

Chaddick SG LLC is under contract to acquire 1075 Chaddick Drive located in Wheeling and is requesting approval from the Village of Wheeling to develop a modern industrial building on the site. The property is currently owned by ABF Logistics, a global freight services company, was built in 1975 and was previously utilized as a truck terminal facility with trailer parking. ABF Logistics has owned the site in excess of 20 years; however, the approximately 12,932 square foot facility has not been in operation since 2010.

Due to its proximity to major transportation arteries, O'Hare International Airport and skilled labor, Wheeling is an ideal location for industrial users servicing the greater Chicagoland area. Chaddick SG LLC intends for the proposed industrial building to include the following characteristics:

- 83,755 total square feet (divisible to two tenants)
- Attractive modern precast construction with glass entrance and window line
- Approximately 5,000 square feet of office or other to suit the needs of future tenant
- 30' clear ceiling heights
- 10 exterior loading docks, 2 drive-in doors
- 99 car parking spaces
- ESFR sprinkler system

Chaddick SG LLC intends to lease the building to an industrial user for warehousing, distribution and/or manufacturing. Chaddick SG LLC expects a future tenant to bring approximately 45-95 employees to the site. With 10 exterior loading docks that can only be occupied by one truck at a time, Chaddick SG LLC does not anticipate a significant increase in truck traffic to the immediate area. The future uses should be a substantial reduction in truck traffic when compared to the existing truck terminal and fully paved site. Chaddick SG LLC is a subsidiary of Sitex Group. Founded in 2002, Sitex Group is a vertically integrated real estate private equity firm focused exclusively on acquiring and reposition industrial assets in major infill markets across the U.S. Sitex Group is currently investing its second joint venture with the State Teachers Retirement System of Ohio. We are very excited about the opportunity for an industrial building at this site and look forward to working with the Village of Wheeling.

Sincerely,



Cary O. Goldman
Partner

Exhibit received Jan. 12, 2017

CHADDICK DRIVE

I-3
GENERAL
INDUSTRIAL

I-3
GENERAL
INDUSTRIAL

I-1
LIGHT
INDUSTRIAL

SITE PLAN
SCALE: 1"=30'-0"



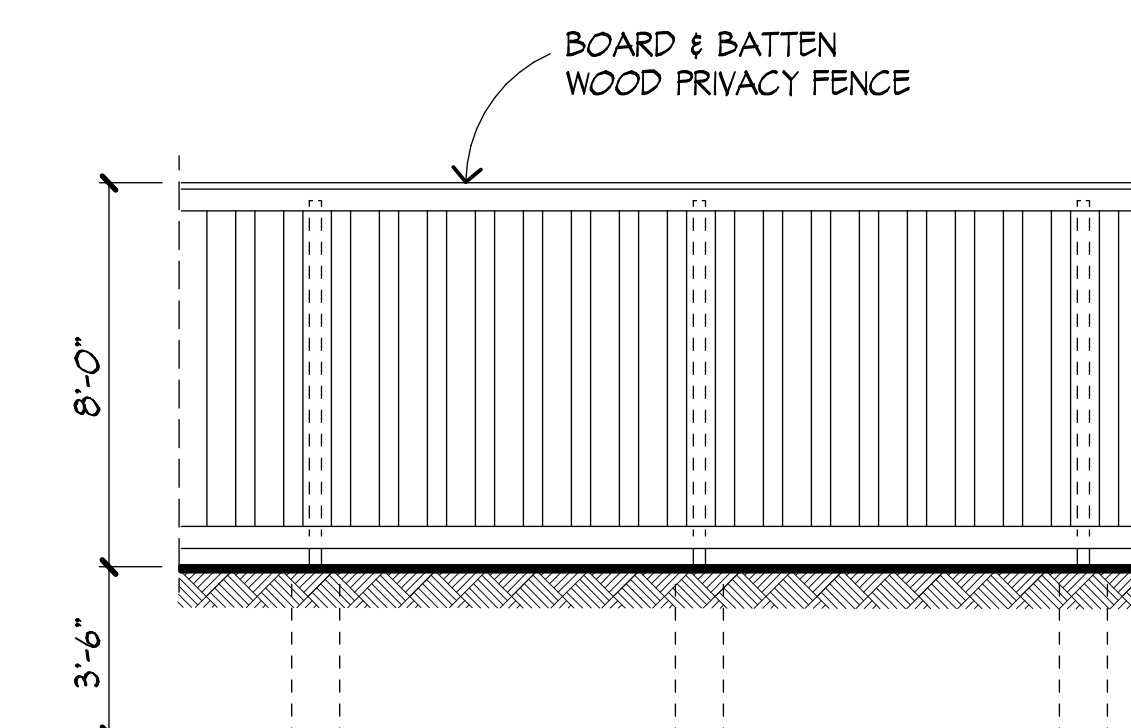
I-3
GENERAL
INDUSTRIAL

R-1A
RESIDENTIAL
SINGLE FAMILY

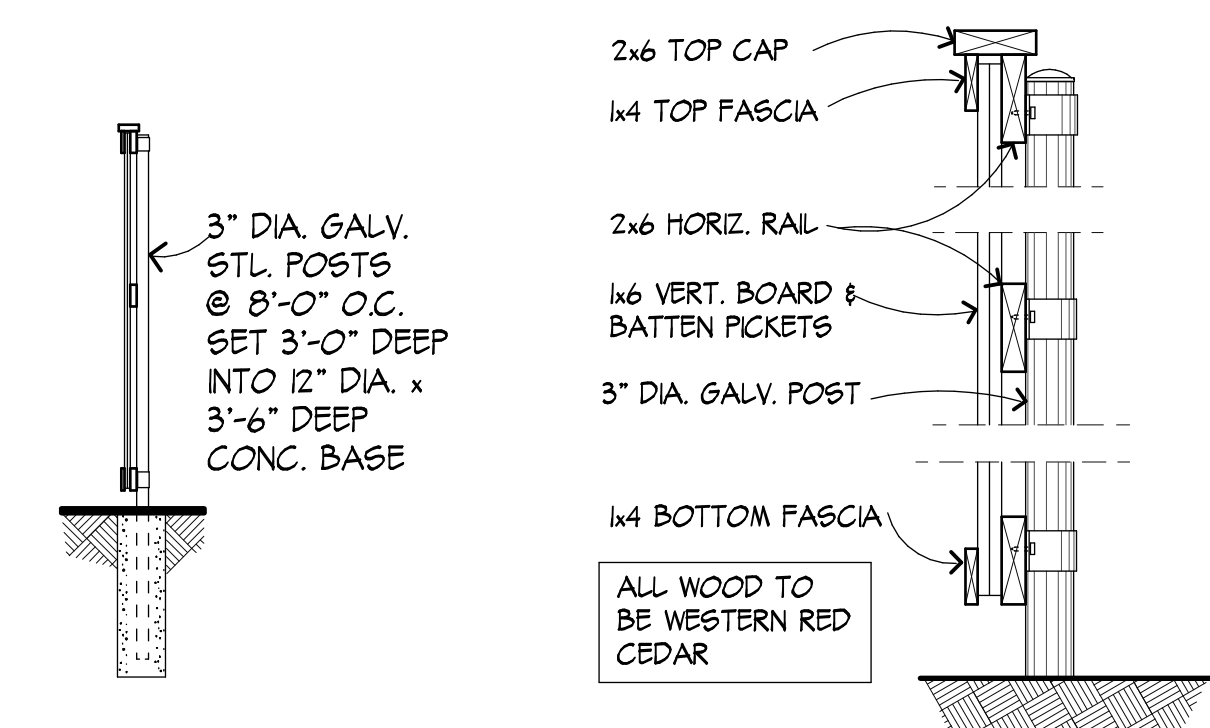
DEAN AVENUE

I-1
LIGHT
INDUSTRIAL

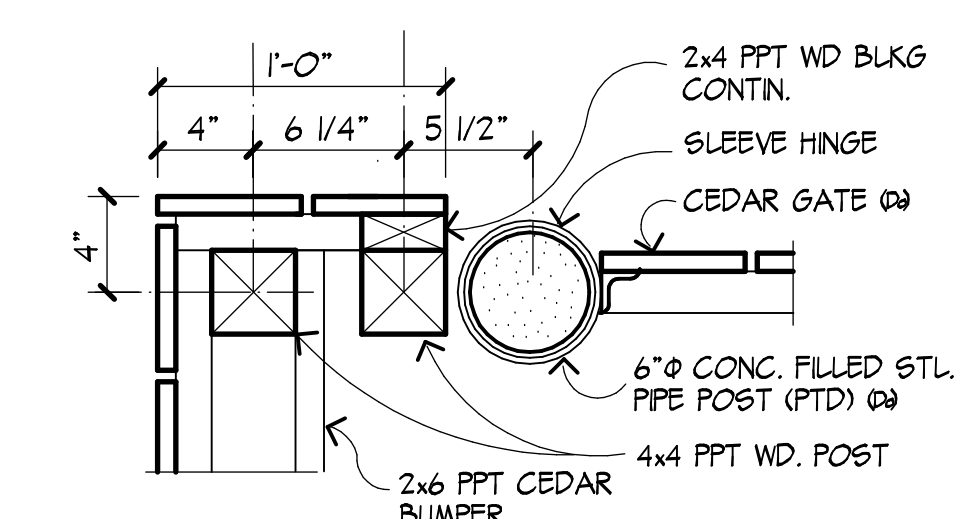
SITE DATA	
SITE AREA	230,400 S.F.
BUILDING AREA	
OFFICE	5,000 S.F.
WAREHOUSE	78,755 S.F.
TOTAL	83,755 S.F.
PAVED AREA	88,718 S.F.
GREEN AREA	57,927 S.F.
	25.14% OF SITE AREA
PARKING	
PARKING REQUIRED	
OFFICE (4:1000 SF)	20 CARS
WAREHOUSE (1:1000 SF)	79 CARS
TOTAL	99 CARS
PARKING PROVIDED	99 CARS



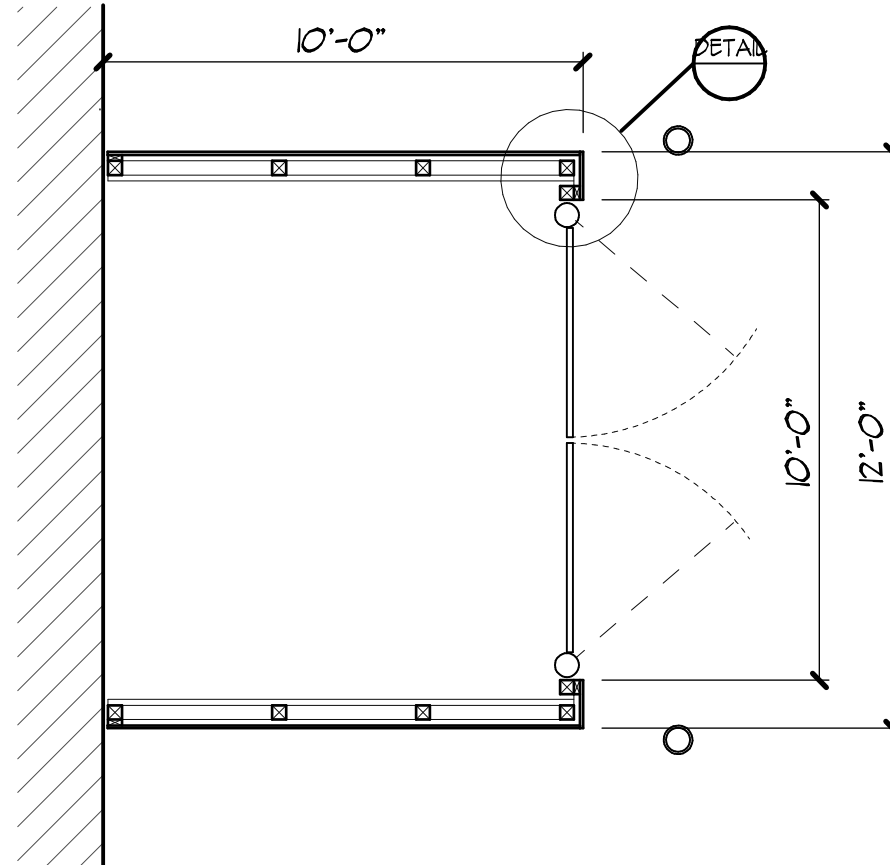
PRIVACY FENCE
SCALE: 1/4"=1'-0"



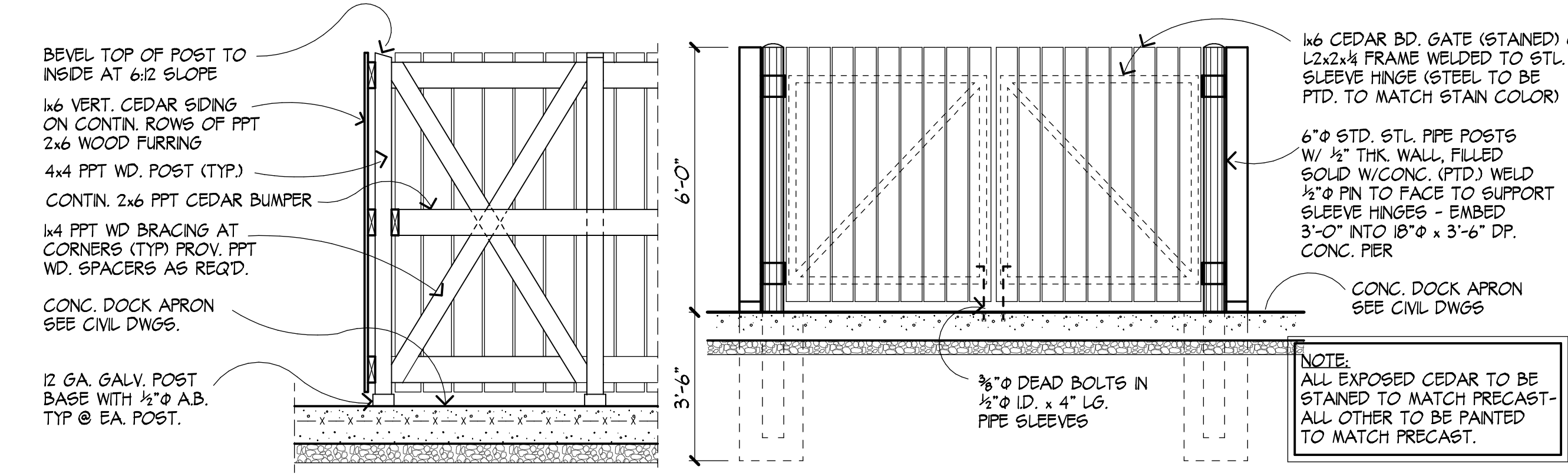
PRIVACY FENCE
SCALE: 1/4"=1'-0"



DETAIL



PLAN



SECTION

FRONT ELEVATION

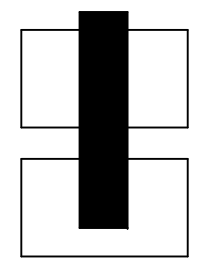
TRASH ENCLOSURE
SCALE: 3/8"=1'-0"

3
A-1

Exhibit received Jan. 12, 2017

SITEX
GROUP

HARRIS ARCHITECTS INC.
480 PLEASANT AVE. SUITE 100
WHEELING, ILLINOIS 60090-1000
COPYRIGHT © 2016 BY HARRIS ARCHITECTS, INC.



NEW SPEC. OFFICE / WAREHOUSE

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

1-12-17

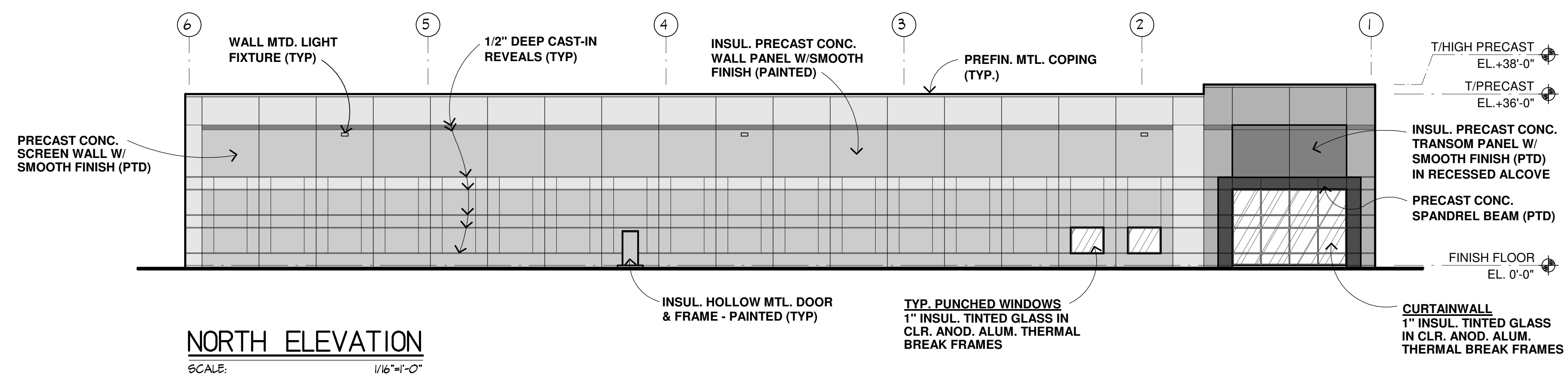
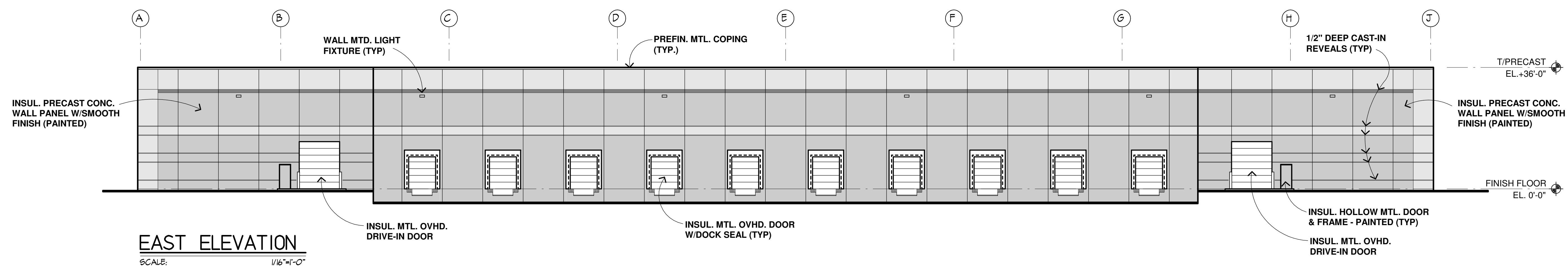
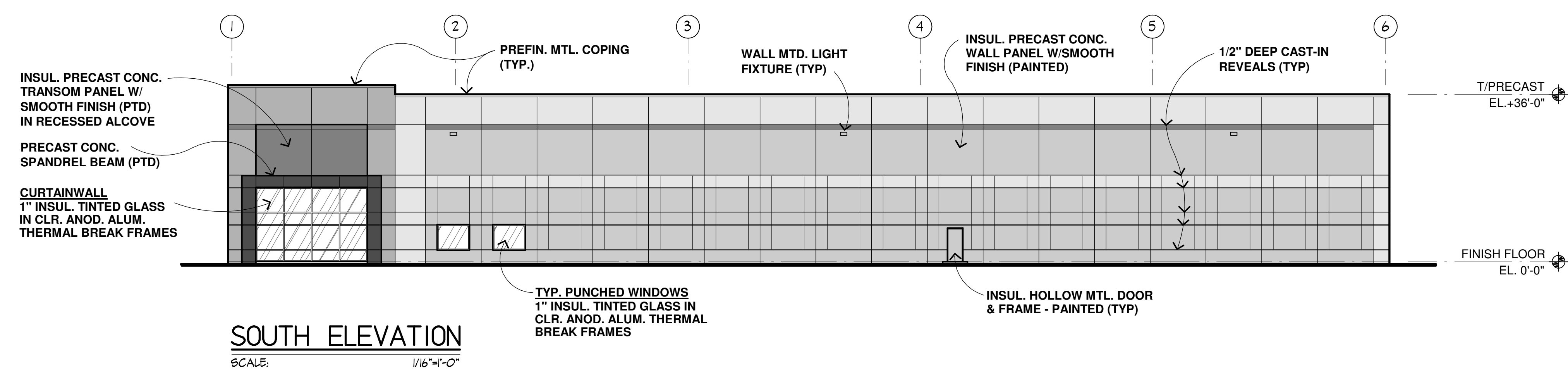
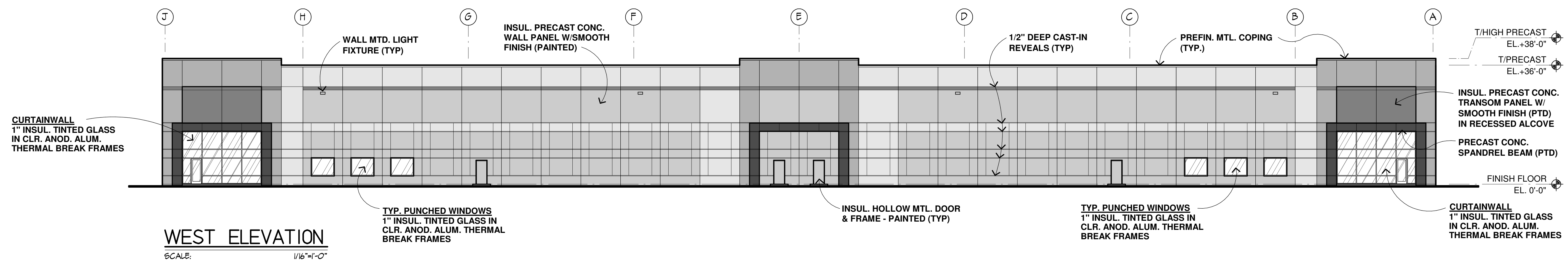
PLAN REVIEW

PROJECT NO.
216392
DRAWN BY:
STOA
DATABASE:
216392site.db

SHEET NO.

A-1

3 OF 3 SHEETS



EXTERIOR COLOR LEGEND			
	1	CONC. WALL - LIGHT GRAY	SHERWIN-WILLIAMS COLOR
	2	CONC. WALL - MEDIUM GRAY	SHERWIN-WILLIAMS COLOR
	3	CONC. WALL - DARK GRAY	SHERWIN-WILLIAMS COLOR
	4	CONC. WALL - VERY DARK GRAY	SHERWIN-WILLIAMS COLOR
	5	CONC. WALL - DARK BLUE	SHERWIN-WILLIAMS COLOR
	6	METAL FASCIAS, COPINGS,	PAC-CLAD STANDARD COLOR
	7	METAL FASCIAS, COPINGS,	PAC-CLAD STANDARD COLOR
	8	OVERHEAD DOORS	MFR'S STANDARD COLOR PREFINISHED WHITE
	9	GLASS - WINDOWS & CURTAINWALL	GRAY TINTED
	10	SPANDREL GLASS	GRAY TINTED WITH GRAY FRIT - #4 SURFACE
	11	ALUMINUM FRAMES - WINDOWS & CURTAINWALL	CEAR ANODIZED
	12	PIPE RAILINGS PIPE BOLLARDS	SHERWIN-WILLIAMS COLOR

Exhibit received Jan. 12, 2017



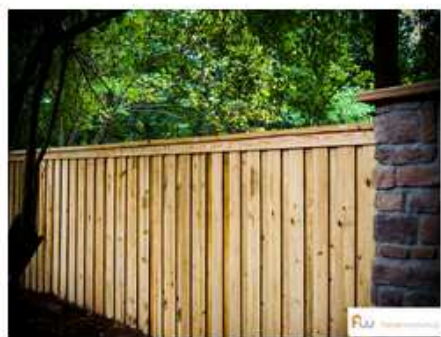
CONCEPTUAL ARCHITECTURAL RENDERING:

SPECULATIVE WAREHOUSE
WHEELING, IL

01-09-2017



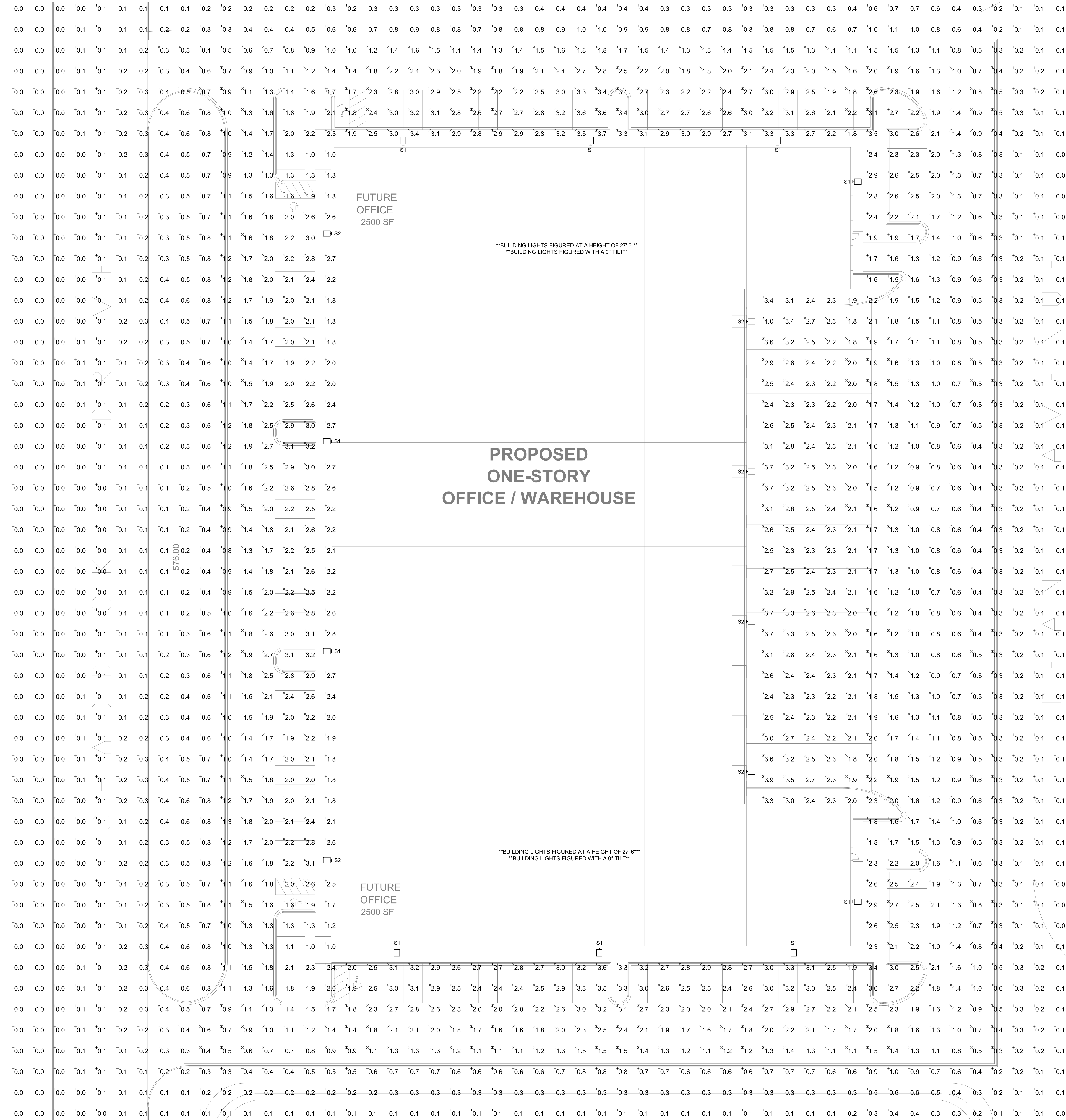
More Images



Proposed Board & Batten Privacy Fence

1075 Chaddick Drive Wheeling, IL

Exhibit received Jan. 12, 2017



E1.1
1

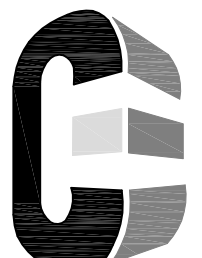
SITE LIGHTING PHOTOMETRIC

SCALE: 1" = 20'-0"

North

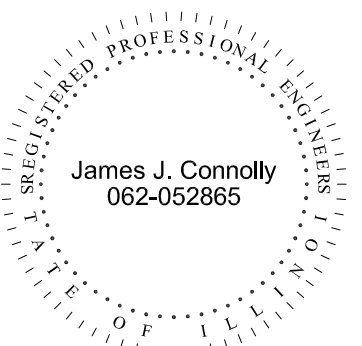
PHOTOMETRIC STATISTICS			
	AVERAGE	MINIMUM	UNIFORMITY RATIO
WEST PARKING	2.4fc	1.6fc	1.5:1
NORTH PARKING	2.8fc	1.7fc	1.6:1
SOUTH PARKING	2.7fc	1.8fc	1.5:1
NORTH EAST PARKING	2.5fc	2.1fc	1.2:1
SOUTH EAST PARKING	2.4fc	2.1fc	1.1:1
PAVEMENT	1.2fc	0.3fc	4.0:1

LUMINAIRE SCHEDULE					
CALLOUT	SYMBOL	DESCRIPTION	MODEL	INPUT WATTS	VOLTS
S1		60 LED WALL MOUNTED FIXTURE (TYPE II DISTRIBUTION)	LITHONIA (OR EQUAL) KAD LED-89C-1000-40K-R2-MVOLT-WBD04-DOBXD	216	277V 1P 2W
S2		60 LED WALL MOUNTED FIXTURE (TYPE IV DISTRIBUTION)	LITHONIA (OR EQUAL) KAD LED-89C-1000-40K-R4-MVOLT-WBD04-DOBXD	216	277V 1P 2W



**CONNELLY
ELECTRIC**

40 S. ADDISON RD.
SUITE 100
ADDISON, IL 60101
P: (630) 543-9059
F: (630) 543-9077



James J. Connolly
Signature

01/03/17
date

IL Design Firm Number: 184.00227

1075 CHADDICK
SITE LIGHTING PHOTOMETRIC
1075 CHADDICK DRIVE
WHEELING, IL

DRAWN BY:
TMF

CHECKED BY:
JJC

DATE:
01/03/17

CE JOB #:
16-0000

REVISIONS:
0 ISSUED FOR PERMIT 01/03/17

E1.1



LIGHT FIXTURE SUBMITTAL:

1075 CHADDICK

KEELEY CONSTRUCTION INC.



KAD LED

LED Area Luminaire

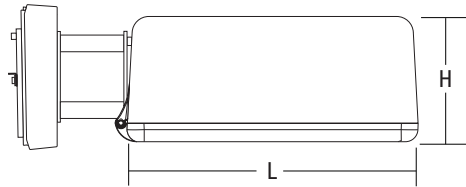


Catalog Number	KAD LED-60C-1000-40K-R2-MVOLT-WBD04-D
Notes	S1
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA:	1.2 ft ² (0.11 m ²)
Length:	17-1/2" (44.5 cm)
Width:	17-1/2" (44.5 cm)
Height:	7-1/8" (18.1 cm)
Weight (max):	36 lbs. (16.4 kg)



Introduction

The Contour® Series luminaires offer traditional square dayforms with softened edges for a versatile look that complements many applications. The KAD LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100- 400W metal halide in area lighting applications with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: KAD LED 40C 1000 40K R5 MVOLT PUMBAK04 DDBXD

KAD LED	60C	1000	40K	R2	MVOLT	WBD04
Series	LEDs	Drive current	CCT	Distribution	Voltage	Mounting ⁶
KAD LED	20C ¹ 20 LEDs 30C ¹ 30 LEDs 40C 40 LEDs 60C 60 LEDs	530 530 mA ^{1,2} 700 700 mA 1000 1000 mA	30K 3000 K 40K 4000 K 50K 5000 K	R2 Type II R3 Type III R4 Type IV R5 Type V	MVOLT 277 ² 120 ³ 347 ^{14,5} 208 ³ 480 ^{1,4} 240 ³	Shipped included SPUMBAK___ Square pole universal mounting adaptor ⁷ RPUMBAK___ Round pole universal mounting adaptor ⁷ SPD___ Square pole RPD___ Round pole WBD___ Wall bracket WWD___ Wood pole or wall
						Shipped separately 04 4" arm 06 6" arm 09 9" arm ⁶ 12 12" arm ⁶ DAD12P Degree arm (pole) DAD12WB Degree arm (wall) KMA Mast arm external fitter

						DDBXD
Options						Finish (required)
Shipped installed						Shipped separately¹³
PER5 NEMA twist-lock five-wire receptacle only (no controls) ⁸	PIR1FC3V Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ⁹	PNMTDD3 Part night, dim till dawn ¹²	WG Wire guard			
PER7 Seven-wire receptacle only (no controls) ⁸	PIR1H1FC3V Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ⁹	PNMT5D3 Part night, dim 5 hrs ¹²				
SF Single fuse (120, 277, 347V) ³	BL30 Bi-level switched dimming, 30% ^{10,11}	PNMT6D3 Part night, dim 6 hrs ¹²				
DF Double fuse (208, 240, 480V) ³	BL50 Bi-level switched dimming, 50% ^{10,11}	PNMT7D3 Part night, dim 7 hrs ¹²				
PIR Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ⁹		HS Houseside shield ¹³				
PIRH Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ⁹						
						DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLTXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Stock configurations are offered for shorter lead times:

Standard Part Number	Stock Part Number
KAD LED 30C 1000 40K R3 MVOLT PUMBAK09 DDBXD	KADL 30C 40K R3
KAD LED 30C 1000 40K R5 MVOLT PUMBAK09 DDBXD	KADL 30C 40K R5
KAD LED 40C 1000 40K R3 MVOLT PUMBAK09 DDBXD	KADL 40C 40K R3
KAD LED 40C 1000 40K R5 MVOLT PUMBAK09 DDBXD	KADL 40C 40K R5
KAD LED 30C 1000 40K R3 MVOLT PUMBAK09 PIRH DDBXD	KADL 30C 40K R3 PIRH
KAD LED 30C 1000 40K R5 MVOLT PUMBAK09 PIRH DDBXD	KADL 30C 40K R5 PIRH
KAD LED 40C 1000 40K R3 MVOLT PUMBAK09 PIRH DDBXD	KADL 40C 40K R3 PIRH
KAD LED 40C 1000 40K R5 MVOLT PUMBAK09 PIRH DDBXD	KADL 40C 40K R5 PIRH

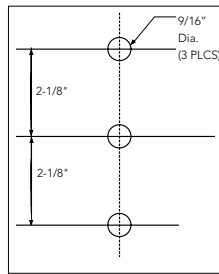
Accessories	
Ordered and shipped separately.	
DLL127F 1.5 JU Photocell - SSL twist-lock (120-277V) ¹⁴	
DLL347F 1.5 CUL JU Photocell - SSL twist-lock (347V) ¹⁴	
DLL480F 1.5 CUL JU Photocell - SSL twist-lock (480V) ¹⁴	
DSHORT SBK U Shorting cap ¹⁴	
KADLEDHS 20C U Houseside shield for 20 LED unit	
KADLEDHS 30C U Houseside shield for 30 LED unit	
KADLEDHS 40C U Houseside shield for 40 LED unit	
KADLEDHS 60C U Houseside shield for 60 LED unit	
KMA DDBXD U Mast arm adaptor (specify finish)	
KADWGU Wire guard accessory	
PUMBAK DDBXD U* Square and round pole universal mounting bracket adaptor (specify finish)	

For more control options, visit [DTL](#) and [ROAM](#) online.
*Round pole top must be 3.25" O.D. minimum.

NOTES

- 20C or 30C LED are not available with 530 Drive Current and 347V or 480V
- Not available with 347 voltage
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Maximum ambient temperature with 347V or 480V is 30°C.
- Not available with 530mA.
- 9" or 12" arm is required when two or more luminaires are oriented on a 90° drilling pattern.
- Available as a separate combination accessory: PUMBAK (finish) U.
- Mounting must be restricted to ±45° from horizontal aim per ANSI C136.10-2010.
- PIR and PIR1FC3V specify the [SensorSwitch SBGR-10-ODP](#) control; PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard.
- Requires an additional switched circuit with same phase as main luminaire power. Supply circuit and control circuit are required to be in the same phase.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, PER5, PER7 or PNMT options.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, PER5, PER7, BL30 or BL50.
- Also available as a separate accessory; see Accessories information.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.





Tenon Mounting Slipfitter **

Tenon O.D.	Single Unit	2 at 180°	2 at 90° †	3 at 120°	3 at 90° †	4 at 90° †
2-3/8"	T20-190	T20-280	T20-290	T20-320 †	T20-390	T20-490
2-7/8"	T25-190	T25-280	T25-290	T25-320	T25-390	T25-490
4"	T35-190	T35-280	T35-290	T35-320	T35-390	T35-490

** For round pole mounting (RPDXX) only.

† Requires 9" or 12" arm.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
20C	530 mA	35W	R2	4,140	1	0	1	118	4,446	1	0	1	127	4,473	1	0	1	128
			R3	4,123	1	0	1	118	4,427	1	0	1	126	4,455	1	0	1	127
			R4	4,128	1	0	1	118	4,433	1	0	1	127	4,460	1	0	1	127
			R5	4,381	2	0	1	125	4,704	3	0	1	134	4,734	3	0	1	135
	700 mA	45W	R2	5,271	1	0	1	117	5,660	1	0	1	126	5,696	1	0	2	127
			R3	5,250	1	0	2	117	5,637	1	0	2	125	5,672	1	0	2	126
			R4	5,256	1	0	2	117	5,644	1	0	2	125	5,679	1	0	2	126
			R5	5,578	3	0	1	124	5,990	3	0	1	133	6,027	3	0	1	134
	1000 mA	73W	R2	7,344	1	0	2	101	7,886	2	0	2	108	7,935	2	0	2	109
			R3	7,314	1	0	2	100	7,854	1	0	2	108	7,903	1	0	2	108
			R4	7,322	1	0	2	100	7,863	1	0	2	108	7,912	1	0	2	108
			R5	7,771	3	0	1	106	8,345	3	0	1	114	8,397	3	0	1	115
30C	530 mA	53W	R2	6,166	1	0	2	116	6,621	1	0	2	125	6,663	1	0	2	126
			R3	6,141	1	0	2	116	6,594	1	0	2	124	6,635	1	0	2	125
			R4	6,148	1	0	2	116	6,602	1	0	2	125	6,643	1	0	2	125
			R5	6,525	3	0	1	123	7,006	3	0	1	132	7,050	3	0	1	133
	700 mA	69W	R2	7,817	2	0	2	113	8,395	2	0	2	122	8,447	2	0	2	122
			R3	7,785	1	0	2	113	8,360	2	0	2	121	8,412	2	0	2	122
			R4	7,794	1	0	2	113	8,370	1	0	2	121	8,422	1	0	2	122
			R5	8,272	3	0	2	120	8,883	3	0	2	129	8,938	3	0	2	130
	1000 mA	108W	R2	10,755	2	0	2	100	11,549	2	0	2	107	11,621	2	0	2	108
			R3	10,711	2	0	2	99	11,502	2	0	2	106	11,574	2	0	2	107
			R4	10,724	2	0	2	99	11,515	2	0	2	107	11,587	2	0	2	107
			R5	11,381	3	0	2	105	12,221	4	0	2	113	12,297	4	0	2	114
40C	530 mA	71W	R2	8,156	2	0	2	115	8,758	2	0	2	123	8,812	2	0	2	124
			R3	8,122	2	0	2	114	8,722	2	0	2	123	8,776	2	0	2	124
			R4	8,132	1	0	2	115	8,732	1	0	2	123	8,786	1	0	2	124
			R5	8,630	3	0	2	122	9,267	3	0	2	131	9,325	3	0	2	131
	700 mA	94W	R2	10,286	2	0	2	109	11,045	2	0	2	118	11,114	2	0	2	118
			R3	10,244	2	0	2	109	11,000	2	0	2	117	11,069	2	0	2	118
			R4	10,256	2	0	2	109	11,013	2	0	2	117	11,081	2	0	2	118
			R5	10,884	3	0	2	116	11,688	4	0	2	124	11,761	4	0	2	125
	1000 mA	141W	R2	13,923	2	0	2	99	14,951	2	0	2	106	15,045	2	0	2	107
			R3	13,866	2	0	3	98	14,890	2	0	3	106	14,983	2	0	3	106
			R4	13,882	2	0	3	98	14,907	2	0	3	106	15,000	2	0	3	106
			R5	14,733	4	0	2	104	15,821	4	0	2	112	15,920	4	0	2	113
60C	530 mA	103W	R2	11,996	2	0	2	116	12,882	2	0	2	125	12,963	2	0	2	126
			R3	11,947	2	0	2	116	12,829	2	0	2	125	12,909	2	0	2	125
			R4	11,961	2	0	2	116	12,844	2	0	2	125	12,925	2	0	2	125
			R5	12,694	4	0	2	123	13,632	4	0	2	132	13,717	4	0	2	133
	700 mA	137W	R2	14,927	2	0	2	109	16,029	3	0	3	117	16,130	3	0	3	118
			R3	14,866	2	0	3	109	15,964	2	0	3	117	16,063	2	0	3	117
			R4	14,884	2	0	3	109	15,982	2	0	3	117	16,082	2	0	3	117
			R5	15,796	4	0	2	115	16,962	4	0	2	124	17,068	4	0	2	125
	1000 mA	216W	R2	19,328	3	0	3	89	20,754	3	0	3	96	20,884	3	0	3	97
			R3	19,248	3	0	3	89	20,669	3	0	4	96	20,799	3	0	4	96
			R4	19,271	3	0	3	89	20,693	3	0	4	96	20,823	3	0	4	96
			R5	20,452	4	0	2	95	21,962	4	0	2	102	22,099	4	0	2	102

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.99

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **KAD LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	KAD LED 60C 1000			
	1.0	0.91	0.86	0.76
	KAD LED 40C 1000			
	1.0	0.93	0.88	0.79
Lumen Maintenance Factor	KAD LED 60C 700			
	1.0	0.98	0.97	0.94

Electrical Load

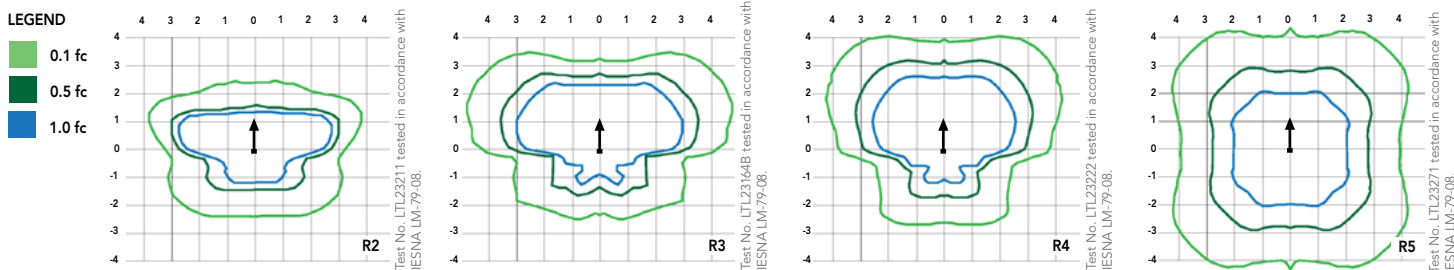
Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
20	530	35	0.30	0.18	0.16	0.15	-	-
	700	45	0.39	0.23	0.20	0.18	0.15	0.12
	1000	73	0.61	0.35	0.31	0.27	0.22	0.17
30	530	53	0.44	0.26	0.23	0.20	-	-
	700	69	0.58	0.34	0.29	0.26	0.21	0.16
	1000	108	0.90	0.52	0.46	0.40	0.32	0.24
40	530	71	0.60	0.35	0.32	0.29	0.21	0.16
	700	94	0.79	0.46	0.41	0.36	0.27	0.20
	1000	141	1.18	0.68	0.59	0.52	0.42	0.30
60	530	103	0.87	0.50	0.44	0.39	0.29	0.22
	700	137	1.15	0.66	0.58	0.51	0.40	0.29
	1000	216	1.81	1.04	0.92	0.81	0.63	0.47

NOTE: All ratings in this table are for a nominal system operated at 25°C ambient temperature. Current and power specifications in this table do not include branch circuit derating specified in the National Electrical Code. Please observe all applicable electrical codes and ratings.

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [KAD LED homepage](#).

Isofootcandle plots for the KAD LED 60C 1000 40K. Distances are in units of mounting height (20').



FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings and long life of the KAD LED area luminaire make it a reliable choice for illuminating streets, walkways, parking lots, and surrounding areas.

CONSTRUCTION

Single-piece die-cast, aluminum housing with contoured edges has a 0.12" nominal wall thickness. Die-cast door frame has an impact-resistant, tempered glass lens that is fully gasketed with one piece tubular silicone.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision-molded refractive acrylic lenses are available in four distributions. Light engines are available in standard 4000K, 3000K or 5000K (70 CRI) configurations.

ELECTRICAL

Light engine consists of high-efficacy LEDs mounted to a metal-core circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Included universal mounting block and extruded aluminum arm facilitate quick and easy installation using nearly any existing drilling pattern. Stainless steel bolts fasten the luminaire to the mounting block securing it to poles or walls. The KAD LED can withstand up to a 1.5 G vibration load rating per ANSI C136.31. The KAD LED also utilizes the standard K-Series (Template #5) for pole drilling.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





KAD LED

LED Area Luminaire

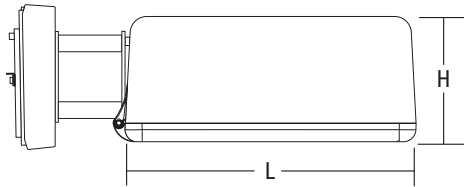


Catalog Number	KAD LED-60C-1000-40K-R4-MVOLT-WBD04-D
Notes	S2
Type	

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA:	1.2 ft ² (0.11 m ²)
Length:	17-1/2" (44.5 cm)
Width:	17-1/2" (44.5 cm)
Height:	7-1/8" (18.1 cm)
Weight (max):	36 lbs. (16.4 kg)



Introduction

The Contour® Series luminaires offer traditional square dayforms with softened edges for a versatile look that complements many applications. The KAD LED combines the latest in LED technology with the familiar aesthetic of the Contour® Series for stylish, high-performance illumination that lasts. It is ideal for replacing 100- 400W metal halide in area lighting applications with typical energy savings of 70% and expected service life of over 100,000 hours.

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EXAMPLE: KAD LED 40C 1000 40K R5 MVOLT PUMBAK04 DDBXD

KAD LED	60C	1000	40K	R4	MVOLT	WBD04
Series	LEDs	Drive current	CCT	Distribution	Voltage	Mounting ⁶
KAD LED	20C ¹ 20 LEDs 30C ¹ 30 LEDs 40C 40 LEDs 60C 60 LEDs	530 530 mA ^{1,2} 700 700 mA 1000 1000 mA	30K 3000 K 40K 4000 K 50K 5000 K	R2 Type II R3 Type III R4 Type IV R5 Type V	MVOLT 277 ² 120 ³ 347 ^{14,5} 208 ³ 480 ^{1,4} 240 ³	Shipped included SPUMBAK___ Square pole universal mounting adaptor ⁷ RPUMBAK___ Round pole universal mounting adaptor ⁷ SPD___ Square pole RPD___ Round pole WBD___ Wall bracket WWD___ Wood pole or wall Shipped separately DAD12P Degree arm (pole) DAD12WB Degree arm (wall) KMA Mast arm external fitter

						DDBXD
Options						Finish (required)
Shipped installed						
PER5	NEMA twist-lock five-wire receptacle only (no controls) ⁸	PIR1FC3V	Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ⁹	PNMTDD3	Part night, dim till dawn ¹²	WG Wire guard
PER7	Seven-wire receptacle only (no controls) ⁸	PIR1H1FC3V	Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ⁹	PNMT5D3	Part night, dim 5 hrs ¹²	
SF	Single fuse (120, 277, 347V) ³			PNMT6D3	Part night, dim 6 hrs ¹²	
DF	Double fuse (208, 240, 480V) ³			PNMT7D3	Part night, dim 7 hrs ¹²	
PIR	Bi-level, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ⁹	BL30	Bi-level switched dimming, 30% ^{10,11}	HS	Houseside shield ¹³	
PIRH	Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ⁹	BL50	Bi-level switched dimming, 50% ^{10,11}			
Shipped separately¹³						
						DDBXD Dark bronze
						DBLXD Black
						DNAXD Natural aluminum
						DWHXD White
						DDBTXD Textured dark bronze
						DBLTXD Textured black
						DNATXD Textured natural aluminum
						DWHGXD Textured white

Stock configurations are offered for shorter lead times:

Standard Part Number	Stock Part Number
KAD LED 30C 1000 40K R3 MVOLT PUMBAK09 DDBXD	KADL 30C 40K R3
KAD LED 30C 1000 40K R5 MVOLT PUMBAK09 DDBXD	KADL 30C 40K R5
KAD LED 40C 1000 40K R3 MVOLT PUMBAK09 DDBXD	KADL 40C 40K R3
KAD LED 40C 1000 40K R5 MVOLT PUMBAK09 DDBXD	KADL 40C 40K R5
KAD LED 30C 1000 40K R3 MVOLT PUMBAK09 PIRH DDBXD	KADL 30C 40K R3 PIRH
KAD LED 30C 1000 40K R5 MVOLT PUMBAK09 PIRH DDBXD	KADL 30C 40K R5 PIRH
KAD LED 40C 1000 40K R3 MVOLT PUMBAK09 PIRH DDBXD	KADL 40C 40K R3 PIRH
KAD LED 40C 1000 40K R5 MVOLT PUMBAK09 PIRH DDBXD	KADL 40C 40K R5 PIRH

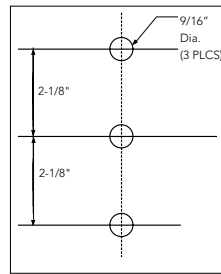
Accessories	
Ordered and shipped separately.	
DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ¹⁴
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ¹⁴
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ¹⁴
DSHORT SBK U	Shorting cap ¹⁴
KADLEDHS 20C U	Houseside shield for 20 LED unit
KADLEDHS 30C U	Houseside shield for 30 LED unit
KADLEDHS 40C U	Houseside shield for 40 LED unit
KADLEDHS 60C U	Houseside shield for 60 LED unit
KMA DDBXD U	Mast arm adaptor (specify finish)
KADWGU	Wire guard accessory
PUMBAK DDBXD U*	Square and round pole universal mounting bracket adaptor (specify finish)

For more control options, visit [DTL](#) and [ROAM](#) online.
*Round pole top must be 3.25" O.D. minimum.

NOTES

- 20C or 30C LED are not available with 530 Drive Current and 347V or 480V
- Not available with 347 voltage
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Maximum ambient temperature with 347V or 480V is 30°C.
- Not available with 530mA.
- 9" or 12" arm is required when two or more luminaires are oriented on a 90° drilling pattern.
- Available as a separate combination accessory: PUMBAK (finish) U.
- Mounting must be restricted to ±45° from horizontal aim per ANSI C136.10-2010.
- PIR and PIRH1FC3V specify the [SensorSwitch SBGR-10-ODP](#) control; PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard.
- Requires an additional switched circuit with same phase as main luminaire power. Supply circuit and control circuit are required to be in the same phase.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, PER5, PER7 or PNMT options.
- Dimming driver standard. MVOLT only. Not available with 347V, 480V, PER5, PER7, BL30 or BL50.
- Also available as a separate accessory; see Accessories information.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.





Tenon Mounting Slipfitter **

Tenon O.D.	Single Unit	2 at 180°	2 at 90° †	3 at 120°	3 at 90° †	4 at 90° †
2-3/8"	T20-190	T20-280	T20-290	T20-320 †	T20-390	T20-490
2-7/8"	T25-190	T25-280	T25-290	T25-320	T25-390	T25-490
4"	T35-190	T35-280	T35-290	T35-320	T35-390	T35-490

** For round pole mounting (RPDXX) only.

† Requires 9" or 12" arm.

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	System Watts	Dist. Type	30K (3000 K, 70 CRI)					40K (4000 K, 70 CRI)					50K (5000 K, 70 CRI)				
				Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
20C	530 mA	35W	R2	4,140	1	0	1	118	4,446	1	0	1	127	4,473	1	0	1	128
			R3	4,123	1	0	1	118	4,427	1	0	1	126	4,455	1	0	1	127
			R4	4,128	1	0	1	118	4,433	1	0	1	127	4,460	1	0	1	127
			R5	4,381	2	0	1	125	4,704	3	0	1	134	4,734	3	0	1	135
	700 mA	45W	R2	5,271	1	0	1	117	5,660	1	0	1	126	5,696	1	0	2	127
			R3	5,250	1	0	2	117	5,637	1	0	2	125	5,672	1	0	2	126
			R4	5,256	1	0	2	117	5,644	1	0	2	125	5,679	1	0	2	126
			R5	5,578	3	0	1	124	5,990	3	0	1	133	6,027	3	0	1	134
	1000 mA	73W	R2	7,344	1	0	2	101	7,886	2	0	2	108	7,935	2	0	2	109
			R3	7,314	1	0	2	100	7,854	1	0	2	108	7,903	1	0	2	108
			R4	7,322	1	0	2	100	7,863	1	0	2	108	7,912	1	0	2	108
			R5	7,771	3	0	1	106	8,345	3	0	1	114	8,397	3	0	1	115
30C	530 mA	53W	R2	6,166	1	0	2	116	6,621	1	0	2	125	6,663	1	0	2	126
			R3	6,141	1	0	2	116	6,594	1	0	2	124	6,635	1	0	2	125
			R4	6,148	1	0	2	116	6,602	1	0	2	125	6,643	1	0	2	125
			R5	6,525	3	0	1	123	7,006	3	0	1	132	7,050	3	0	1	133
	700 mA	69W	R2	7,817	2	0	2	113	8,395	2	0	2	122	8,447	2	0	2	122
			R3	7,785	1	0	2	113	8,360	2	0	2	121	8,412	2	0	2	122
			R4	7,794	1	0	2	113	8,370	1	0	2	121	8,422	1	0	2	122
			R5	8,272	3	0	2	120	8,883	3	0	2	129	8,938	3	0	2	130
	1000 mA	108W	R2	10,755	2	0	2	100	11,549	2	0	2	107	11,621	2	0	2	108
			R3	10,711	2	0	2	99	11,502	2	0	2	106	11,574	2	0	2	107
			R4	10,724	2	0	2	99	11,515	2	0	2	107	11,587	2	0	2	107
			R5	11,381	3	0	2	105	12,221	4	0	2	113	12,297	4	0	2	114
40C	530 mA	71W	R2	8,156	2	0	2	115	8,758	2	0	2	123	8,812	2	0	2	124
			R3	8,122	2	0	2	114	8,722	2	0	2	123	8,776	2	0	2	124
			R4	8,132	1	0	2	115	8,732	1	0	2	123	8,786	1	0	2	124
			R5	8,630	3	0	2	122	9,267	3	0	2	131	9,325	3	0	2	131
	700 mA	94W	R2	10,286	2	0	2	109	11,045	2	0	2	118	11,114	2	0	2	118
			R3	10,244	2	0	2	109	11,000	2	0	2	117	11,069	2	0	2	118
			R4	10,256	2	0	2	109	11,013	2	0	2	117	11,081	2	0	2	118
			R5	10,884	3	0	2	116	11,688	4	0	2	124	11,761	4	0	2	125
	1000 mA	141W	R2	13,923	2	0	2	99	14,951	2	0	2	106	15,045	2	0	2	107
			R3	13,866	2	0	3	98	14,890	2	0	3	106	14,983	2	0	3	106
			R4	13,882	2	0	3	98	14,907	2	0	3	106	15,000	2	0	3	106
			R5	14,733	4	0	2	104	15,821	4	0	2	112	15,920	4	0	2	113
60C	530 mA	103W	R2	11,996	2	0	2	116	12,882	2	0	2	125	12,963	2	0	2	126
			R3	11,947	2	0	2	116	12,829	2	0	2	125	12,909	2	0	2	125
			R4	11,961	2	0	2	116	12,844	2	0	2	125	12,925	2	0	2	125
			R5	12,694	4	0	2	123	13,632	4	0	2	132	13,717	4	0	2	133
	700 mA	137W	R2	14,927	2	0	2	109	16,029	3	0	3	117	16,130	3	0	3	118
			R3	14,866	2	0	3	109	15,964	2	0	3	117	16,063	2	0	3	117
			R4	14,884	2	0	3	109	15,982	2	0	3	117	16,082	2	0	3	117
			R5	15,796	4	0	2	115	16,962	4	0	2	124	17,068	4	0	2	125
	1000 mA	216W	R2	19,328	3	0	3	89	20,754	3	0	3	96	20,884	3	0	3	97
			R3	19,248	3	0	3	89	20,669	3	0	4	96	20,799	3	0	4	96
			R4	19,271	3	0	3	89	20,693	3	0	4	96	20,823	3	0	4	96
			R5	20,452	4	0	2	95	21,962	4	0	2	102	22,099	4	0	2	102

Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.02
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	1.00
40°C	104°F	0.99

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **KAD LED** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	KAD LED 60C 1000			
	1.0	0.91	0.86	0.76
	KAD LED 40C 1000			
	1.0	0.93	0.88	0.79
Lumen Maintenance Factor	KAD LED 60C 700			
	1.0	0.98	0.97	0.94

Electrical Load

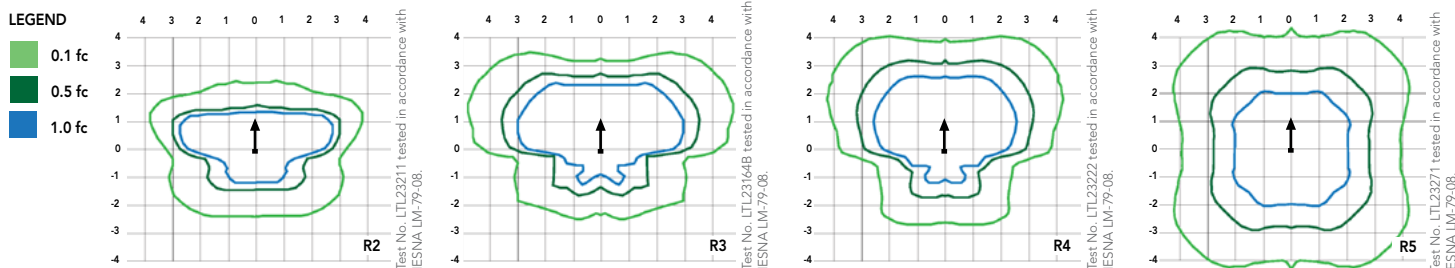
Number of LEDs	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
20	530	35	0.30	0.18	0.16	0.15	-	-
	700	45	0.39	0.23	0.20	0.18	0.15	0.12
	1000	73	0.61	0.35	0.31	0.27	0.22	0.17
30	530	53	0.44	0.26	0.23	0.20	-	-
	700	69	0.58	0.34	0.29	0.26	0.21	0.16
	1000	108	0.90	0.52	0.46	0.40	0.32	0.24
40	530	71	0.60	0.35	0.32	0.29	0.21	0.16
	700	94	0.79	0.46	0.41	0.36	0.27	0.20
	1000	141	1.18	0.68	0.59	0.52	0.42	0.30
60	530	103	0.87	0.50	0.44	0.39	0.29	0.22
	700	137	1.15	0.66	0.58	0.51	0.40	0.29
	1000	216	1.81	1.04	0.92	0.81	0.63	0.47

NOTE: All ratings in this table are for a nominal system operated at 25°C ambient temperature. Current and power specifications in this table do not include branch circuit derating specified in the National Electrical Code. Please observe all applicable electrical codes and ratings.

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [KAD LED homepage](#).

Isofootcandle plots for the KAD LED 60C 1000 40K. Distances are in units of mounting height (20').



FEATURES & SPECIFICATIONS

INTENDED USE

The energy savings and long life of the KAD LED area luminaire make it a reliable choice for illuminating streets, walkways, parking lots, and surrounding areas.

CONSTRUCTION

Single-piece die-cast, aluminum housing with contoured edges has a 0.12" nominal wall thickness. Die-cast door frame has an impact-resistant, tempered glass lens that is fully gasketed with one piece tubular silicone.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling.

OPTICS

Precision-molded refractive acrylic lenses are available in four distributions. Light engines are available in standard 4000K, 3000K or 5000K (70 CRI) configurations.

ELECTRICAL

Light engine consists of high-efficacy LEDs mounted to a metal-core circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Included universal mounting block and extruded aluminum arm facilitate quick and easy installation using nearly any existing drilling pattern. Stainless steel bolts fasten the luminaire to the mounting block securing it to poles or walls. The KAD LED can withstand up to a 1.5 G vibration load rating per ANSI C136.31. The KAD LED also utilizes the standard K-Series (Template #5) for pole drilling.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY

5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

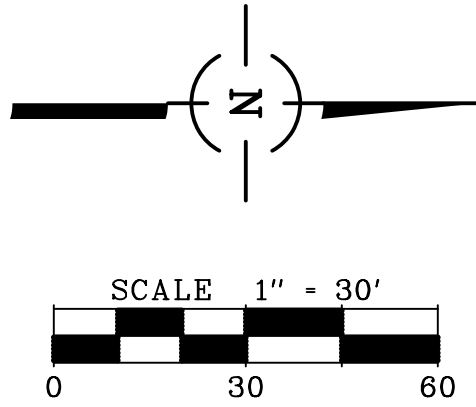
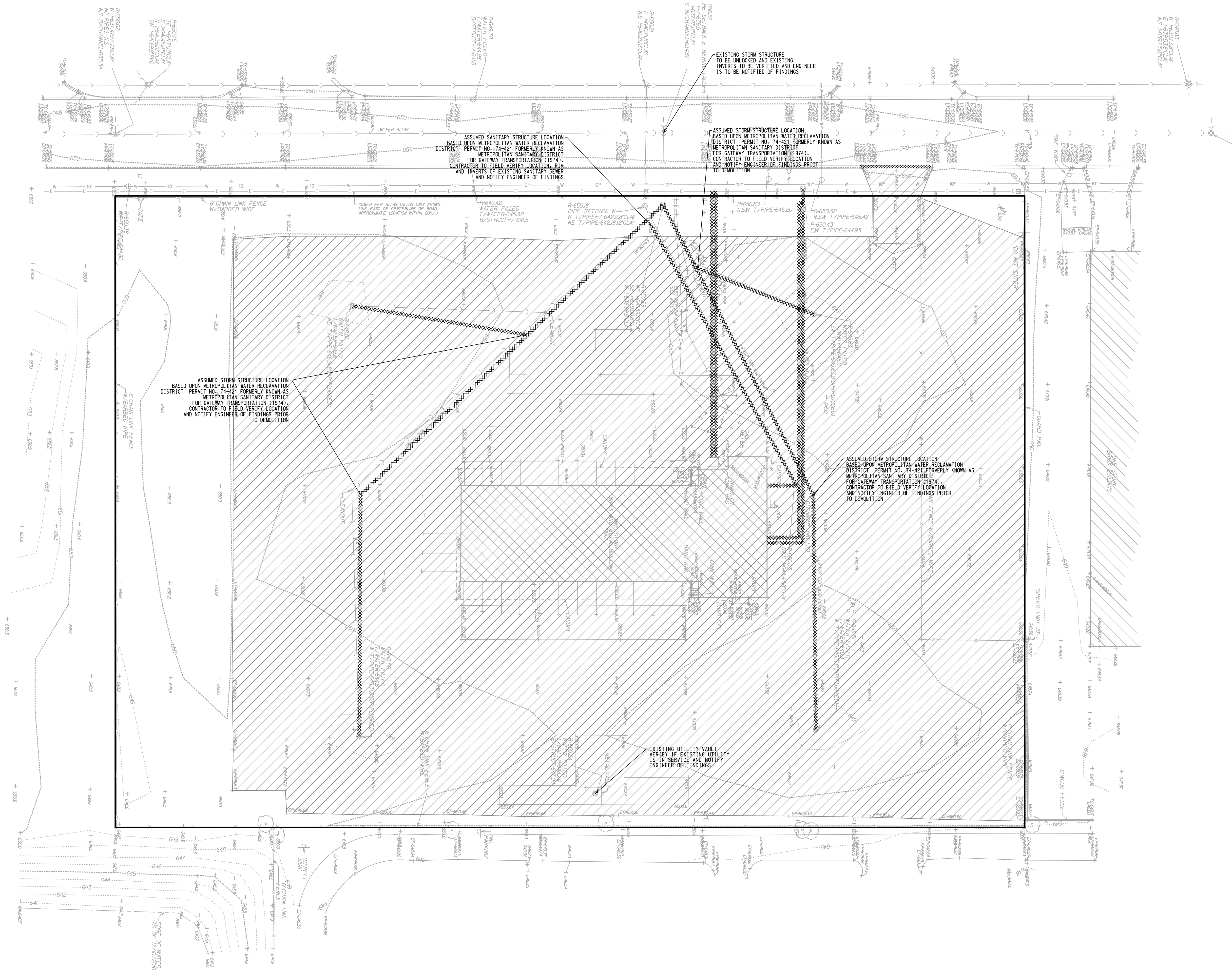
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



**VILLAGE OF WHEELING
COOK COUNTY, ILLINOIS
PROJECT NO:9622**

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GENERAL NOTES 1. REFERENCED CODES A. ALL PAYEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND REQUIRING SPECIAL PROVISIONS ADOPTED JANUARY 1, 2012 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THEREOTO; IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY, EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE. B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JULY 2009, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY, EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY. C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN. D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT. 2. UTILITY LOCATIONS A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED. B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. AT 600-492-0123 AND THE MUNICIPALITY, FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION. C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. 3. UTILITY COORDINATION A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS. B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER. C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. AT LEAST 30 DAYS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS, ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION. 4. NO PLAN SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTIONS". PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADE SITUATION, DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS. HE MUST IMMEDIATELY REPORT SAME TO ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS AND/OR CONSTRUCTION DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE. 5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED. 6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE. 7. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST. 8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS. 9. COMMENCING CONSTRUCTION A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE AGENCIES, EITHER THE MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER. B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR. 10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES. 11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST. 12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS. 13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAYEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC, SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL. 14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED. 15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB. 16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE, RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED. 17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAYEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS. 18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201-05. 19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. 20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE. 21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT. 22. GENERAL EXCAVATION/UNDERGROUND NOTES A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING. B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICE CONDITION. PROVIDE MINIMUM REMOVED FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY. C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND SYSTEM Dewatering WATER AND CONVEY WATER AWAY FROM EXCAVATIONS. CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE OF EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES. D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK. 23. FINAL ACCEPTANCE A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS. B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED. C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAYEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET. D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. 24. UNDERGROUND NOTES A. UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTING AND TESTING AS SHOWN ON THE SPECIFIED PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED, BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT. C. ANY Dewatering OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR Dewatering. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE. D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING DOT CANON GRADATION. TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS. JETTING WITH WATER SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL	
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LEGEND

- PAVEMENT SAWCUT (FULL DEPTH)
- ===== CURB AND GUTTER TO BE REMOVED
- XXXXXX UNDERGROUND UTILITY REMOVAL
- /// BUILDING/SIDEWALK REMOVAL
- ⊗ TREE REMOVAL

NOTES:

- ALL ONSITE EXISTING FENCE IS TO BE REMOVED
- ALL EXISTING ONSITE UTILITIES TO BE FIELD VERIFIED AND ENGINEER TO BE NOTIFIED OF ANY DISCREPANCIES
- EXISTING ELECTRICAL SERVICE TO THE BUILDING IS TO BE ADDRESSED BY OTHERS PRIOR TO DEMOLITION

PRELIMINARY DEMOLITION

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

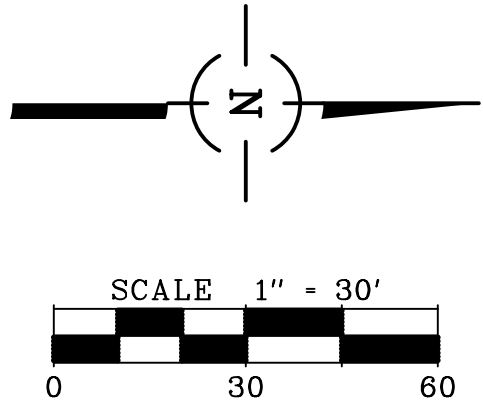
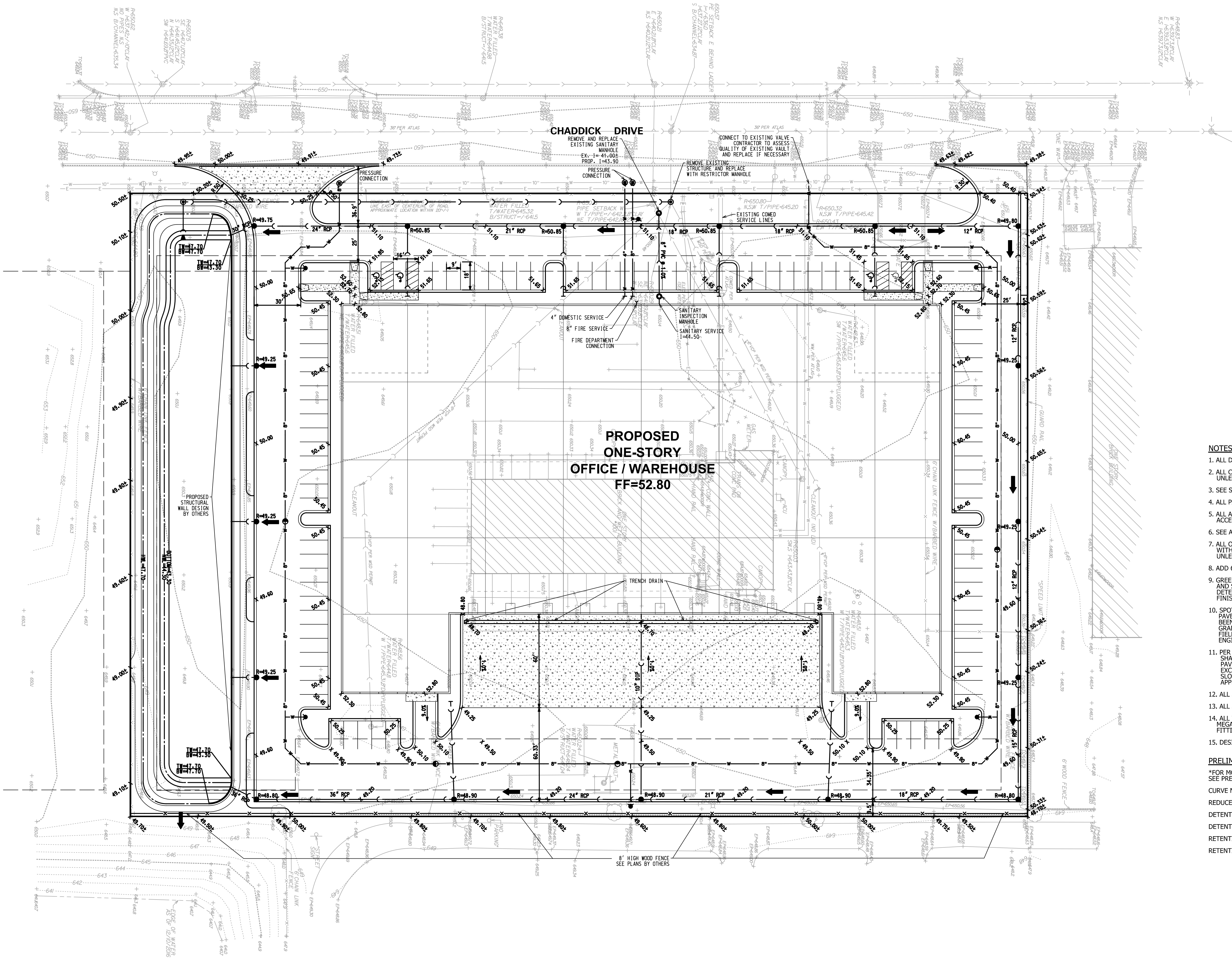


FILENAME:
9622P-GRUT01
DATE:
01/06/16
JOB NO.
9622
SHEET
P-DEMO
4 OF 5

NO.	DATE	REMARKS

NO.	DATE	REMARKS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065



- LEGEND**
- F/F FINISHED FLOOR
 - LOCAL DRAINAGE
 - 100-YEAR OVERLAND FLOW ROUTE
 - LOCAL DRAINAGE DIVIDE
 - TOP OF WALL
BOTTOM OF WALL
 - ASPHALT PAVEMENT
 - CONCRETE PAVEMENT OR APRON
 - CONCRETE SIDEWALK
 - CONCRETE SIDEWALK
HC RAMP (5' WIDE UNLESS NOTED)
 - REVERSE PITCH CURB
 - DEPRESSED CURB & GUTTER
 - PROPOSED FENCE

- NOTES:**
1. ALL DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURBS AND GUTTERS ARE STANDARD REVERSED PITCH B-6.12 UNLESS OTHERWISE NOTED.
 3. SEE SHEET GN1 FOR PAVEMENT SECTION DETAILS.
 4. ALL PAVEMENT MARKINGS SHALL BE PAINT.
 5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
 6. SEE ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDINGS.
 7. ALL ON-SITE HC/CURB RAMPS SHALL FOLLOW IDOT STANDARDS WITH THE EXCEPTION OF PROVIDING DETECTABLE WARNINGS, UNLESS OTHERWISE INDICATED ON THE PLANS.
 8. ADD 600 TO ELEVATIONS SHOWN AS XX.XX.
 9. GREEN SPACE SHALL BE FINISHED WITH 6" TOPSOIL AND SEED ON THE MAIN BUILDING SITE. STORMWATER DETENTION AND VOLUME CONTROL AREAS TO BE FINISHED WITH 12" TOPSOIL AND SEED.
 10. SPOT GRADES SHOWN AS XX.XX± ARE TO MEET THE EXISTING PAVEMENT/SIDEWALK/CURB GRADE. THE GRADES SHOWN HAVE BEEN DETERMINED BASED ON INTERPOLATION OF EXISTING SPOT GRADES AND ARE THEREFORE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
 11. PER WHEELING'S MANUAL OF PRACTICE, SLOPES IN GRASS AREAS SHALL HAVE A MINIMUM 2% SLOPE AND A MAXIMUM OF 5:1. PAVED AREAS SHALL HAVE A MINIMUM OF 1% SLOPE. ALL WALKS, EXCEPT ADA COMPLIANT RAMP AREAS, SHALL HAVE A MAXIMUM SLOPE OF 5%. ADA AREAS AND ROUTES SHALL MEET ALL APPLICABLE ADA REQUIREMENTS.
 12. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
 13. ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
 14. ALL WATER MAINS SHALL BE D.I.P. CL 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
 15. DESIGN OF WIRING AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.

- PRELIMINARY DETENTION SUMMARY**
- *FOR MORE DETAILED CALCULATIONS AND DRAINAGE INFO SEE PRELIMINARY STORM REPORT
- | | |
|----------------------|--------------|
| CURVE NUMBER | = 92 |
| REDUCED CURVE NUMBER | = 85.62 |
| DETENTION REQUIRED | = 1.22 AC-FT |
| DETENTION PROVIDED | = 1.39 AC-FT |
| RETENTION REQUIRED | = 0.33 AC-FT |
| RETENTION PROVIDED | = 0.33 AC-FT |

PRELIMINARY GRADING AND UTILITY PLAN

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
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FILENAME:
9622P-GRUT01

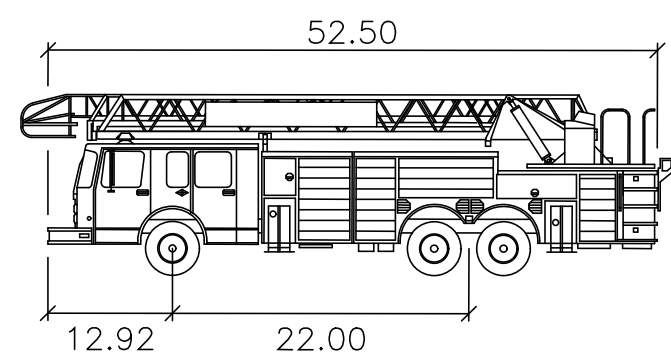
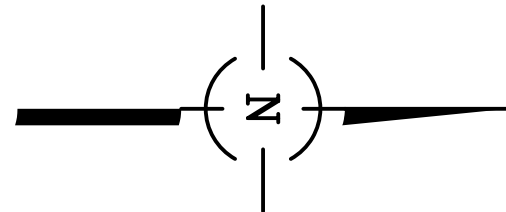
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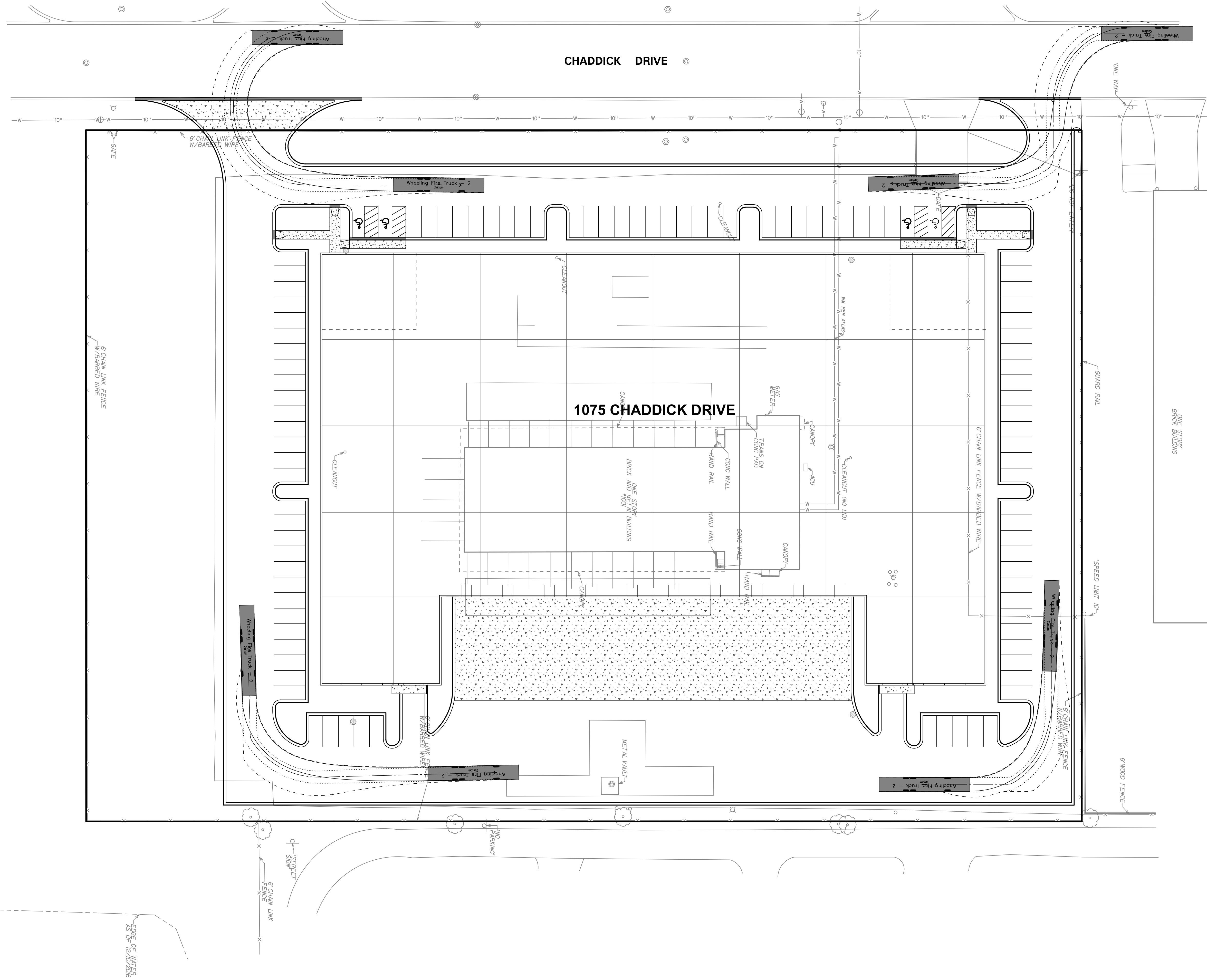
Exhibit received Jan. 12, 2017

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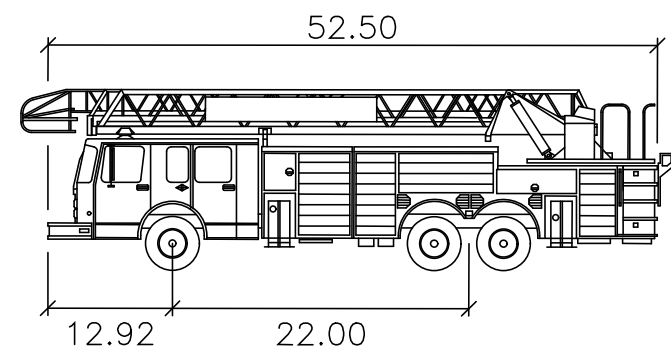
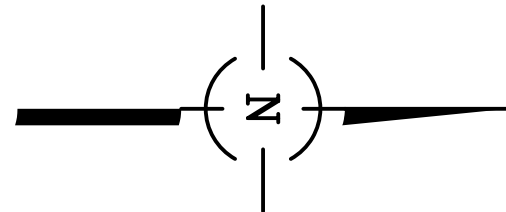
Wheeling Fire feet
Width : 8.33
Track : 7.83
Lock to Lock Time : 6.0
Steering Angle : 28.9

VEHICLE ENVELOPES
..... FRONT TIRE PATH
—— REAR TIRE PATH
- - - - VEHICLE BODY ENVELOPE



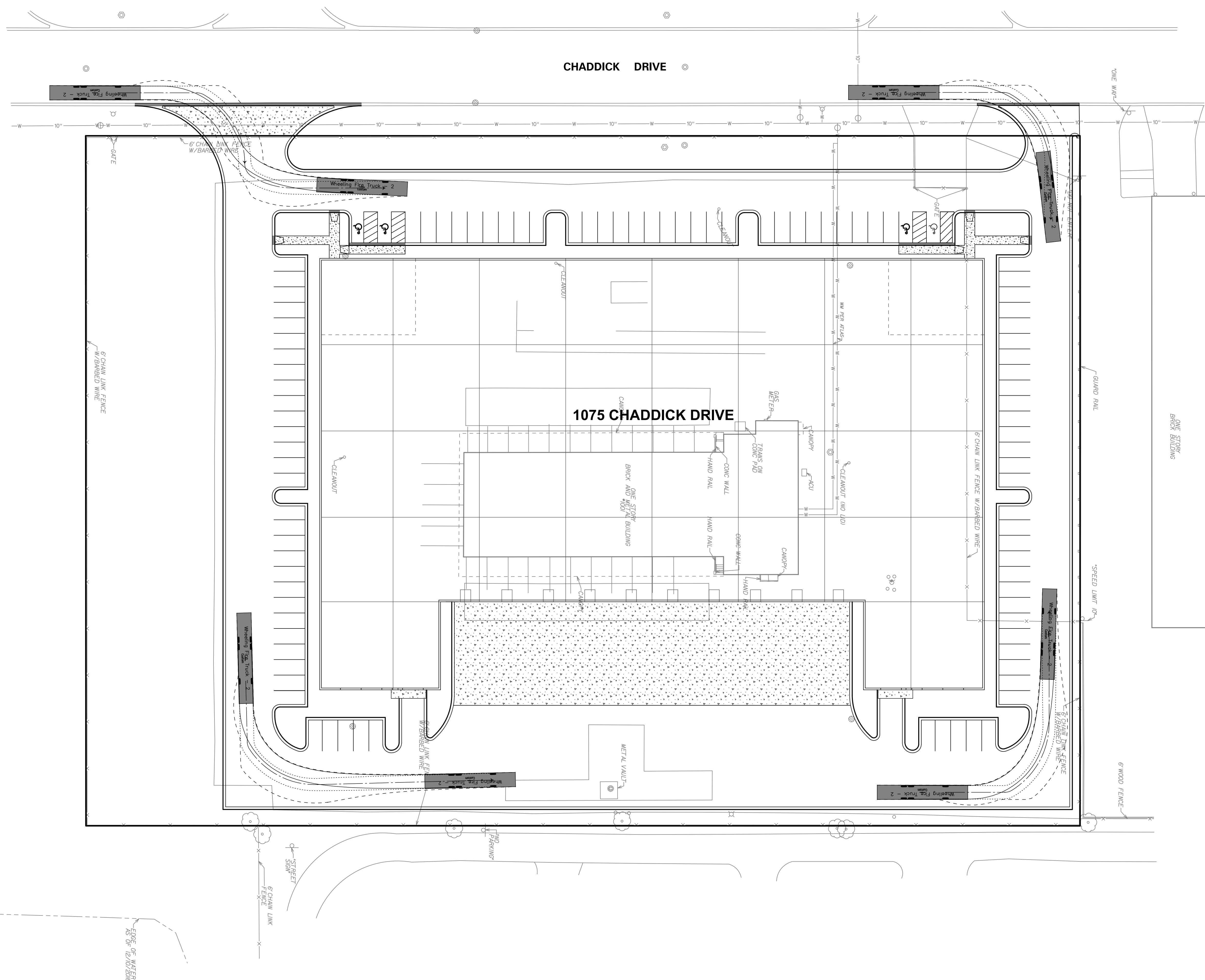
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CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS		9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065	
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1 OF 1		Exhibit received Jan. 12, 2017	

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Steering Angle : 28.9

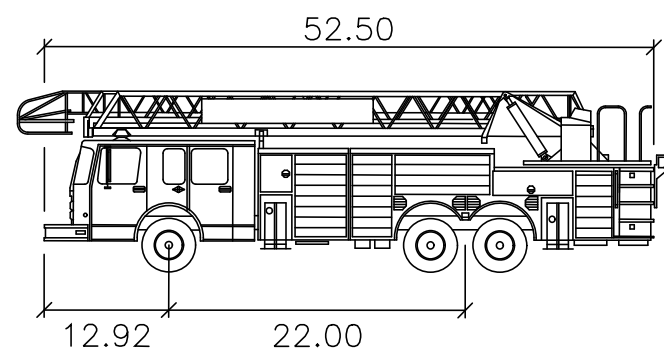
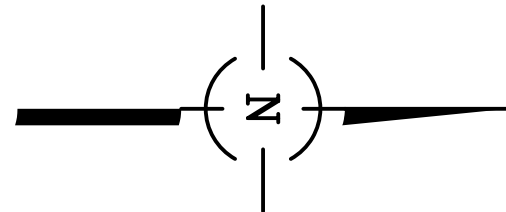
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SPACECO INC.		9575 W. Higgins Road, Suite 700 Rosemont, Illinois 60018 Phone: (847) 696-4060 Fax: (847) 696-4065	
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JOB NO. 9622		SHEET FDE	
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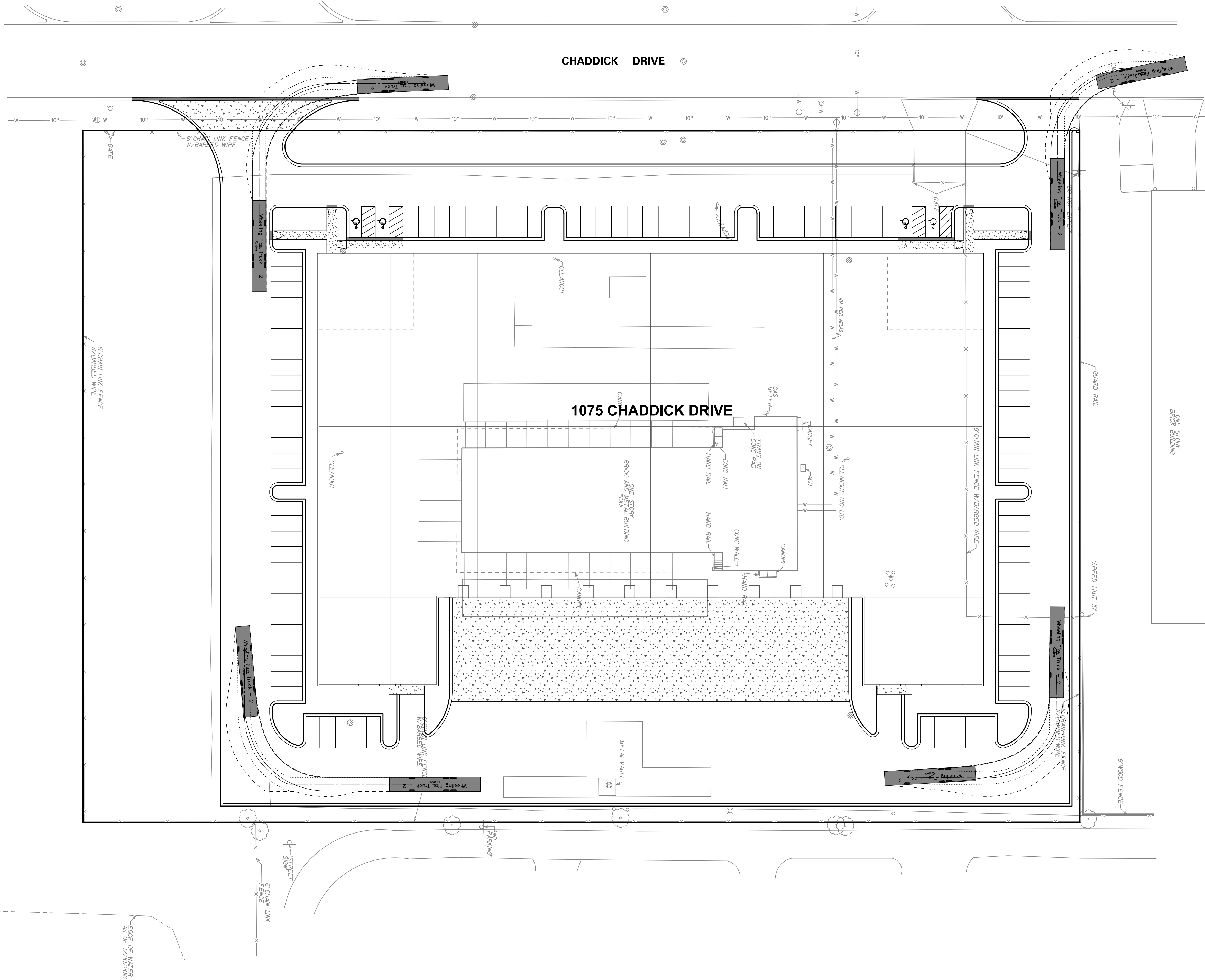
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To Regular Agenda



Wheeling Fire feet
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VEHICLE ENVELOPES
..... FRONT TIRE PATH
—— REAR TIRE PATH
- - - - VEHICLE BODY ENVELOPE



NO.	DATE	REMARKS

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FIRE DEPARTMENT EXHIBIT

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WHEELING, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

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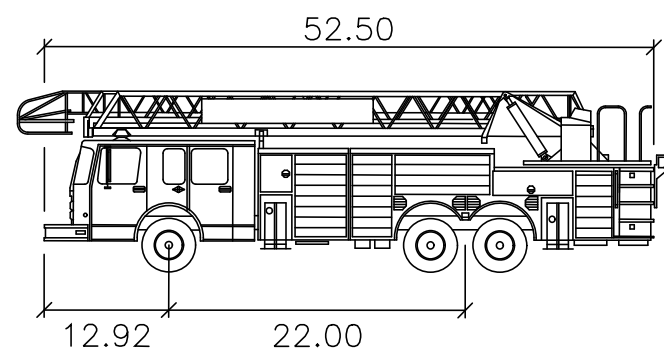
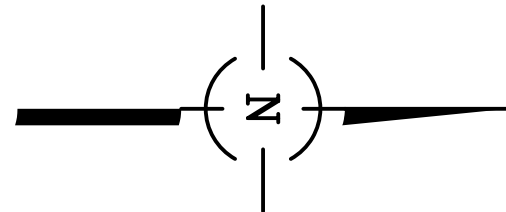
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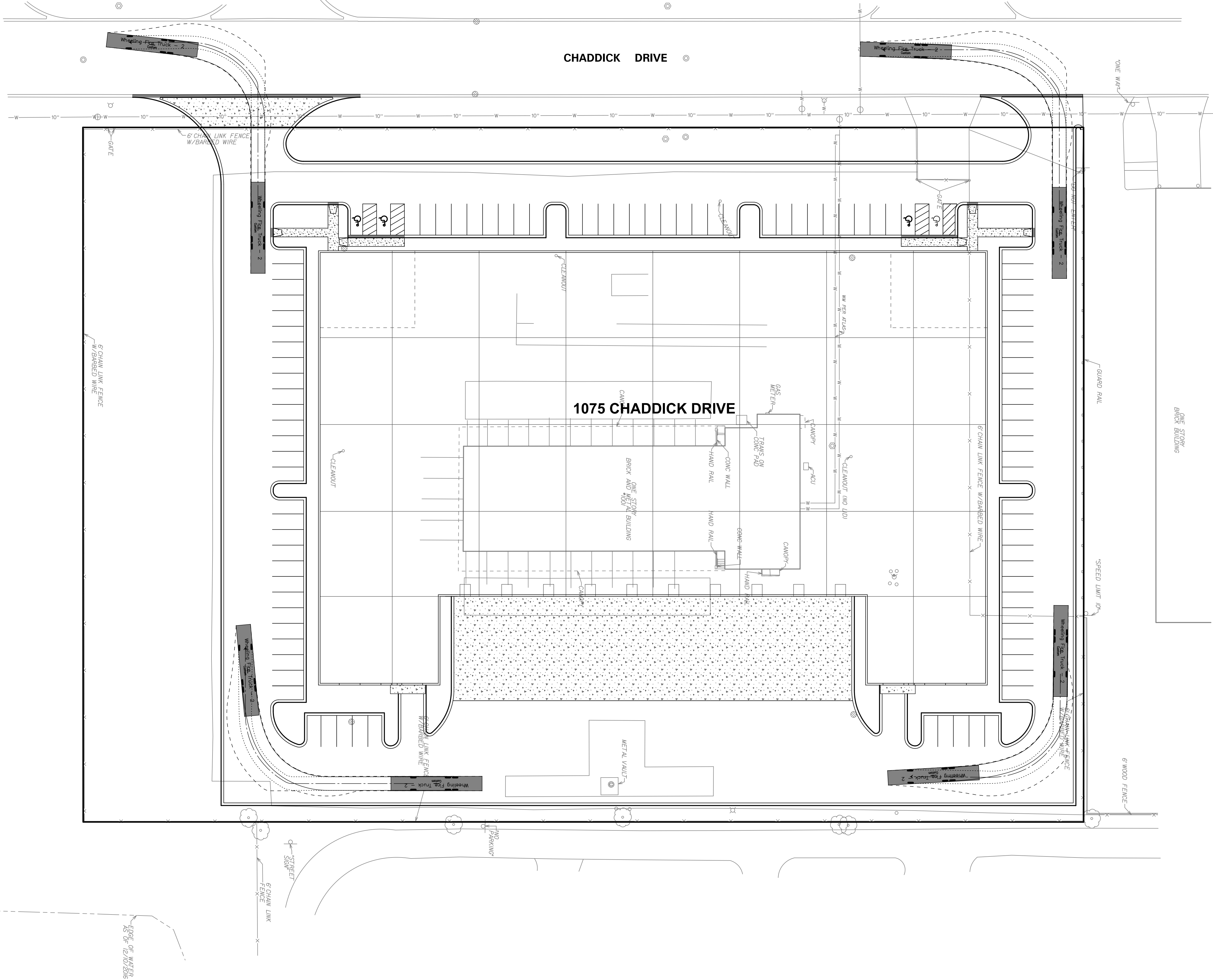
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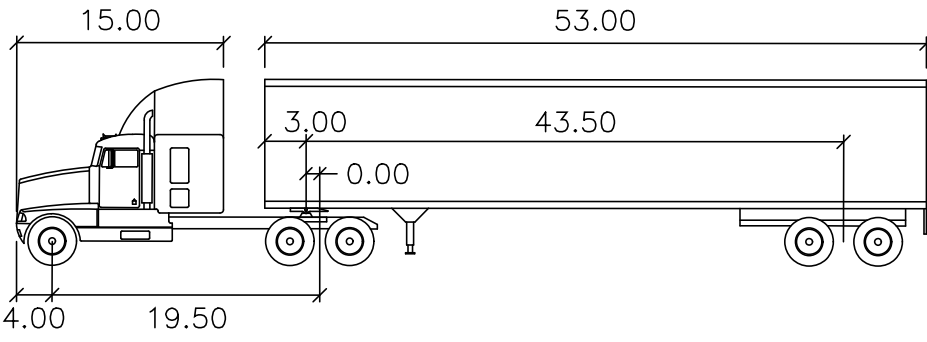
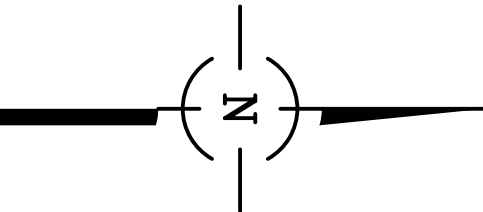


Wheeling Fire feet
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VEHICLE ENVELOPES
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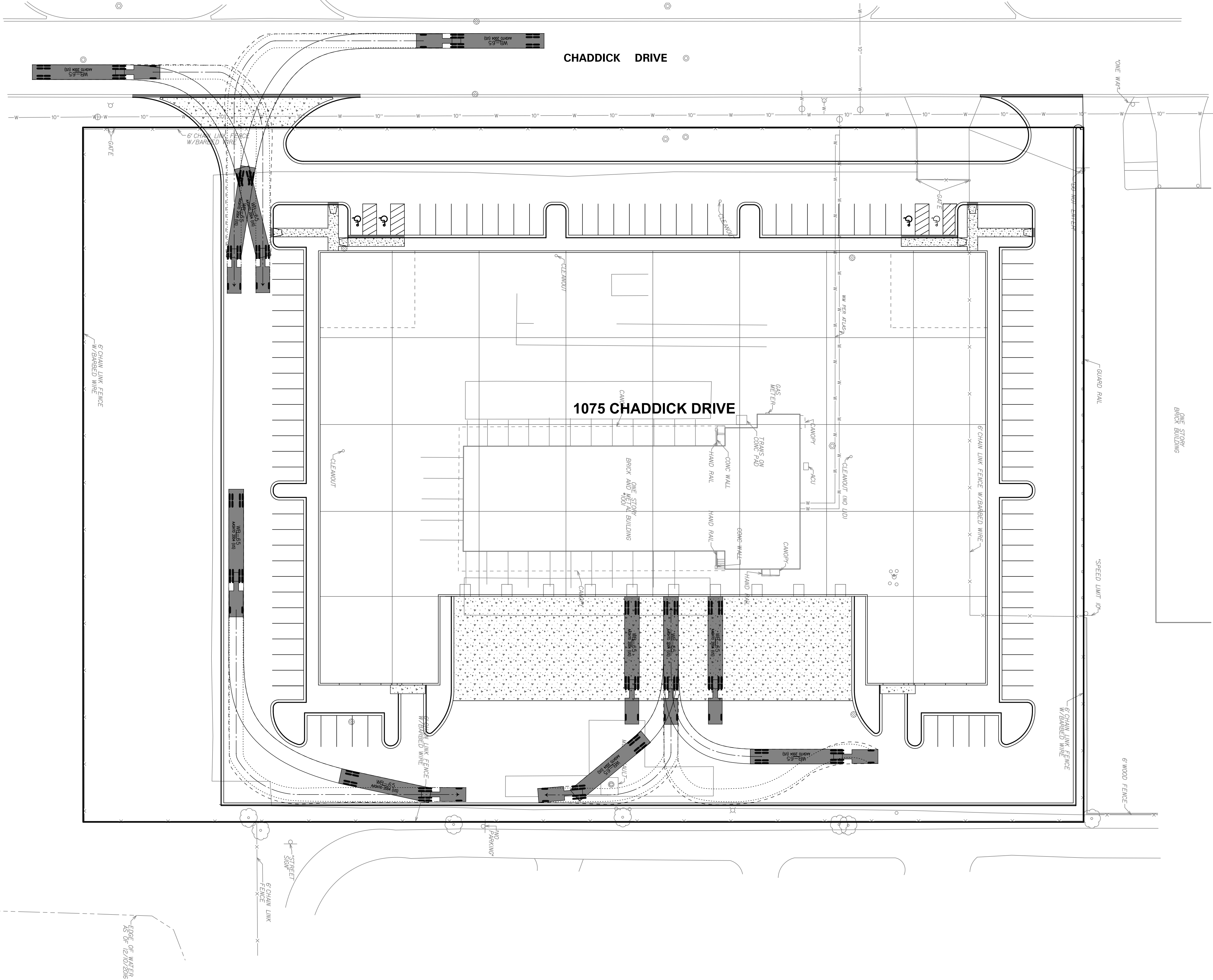


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SPACECO INC.		FILENAME: 9622EXH-FD	
DATE: 01/06/17		JOB NO. 9622	
SHEET FDE		1 OF 1	



WB-65	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

- VEHICLE ENVELOPES
- FRONT TIRE PATH
 - REAR TIRE PATH
 - - - - VEHICLE BODY ENVELOPE



NO.	DATE	REMARKS

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TRUCK TURN EXHIBIT

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700
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SPACECO INC.

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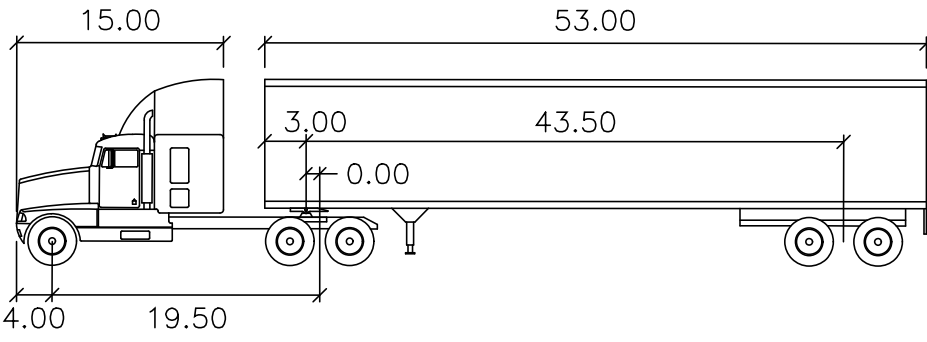
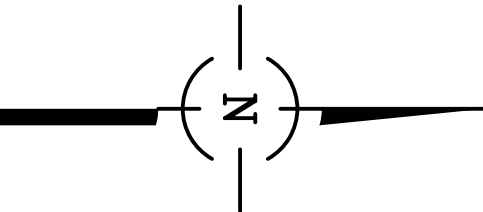
DATE:
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9622

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TRUCK

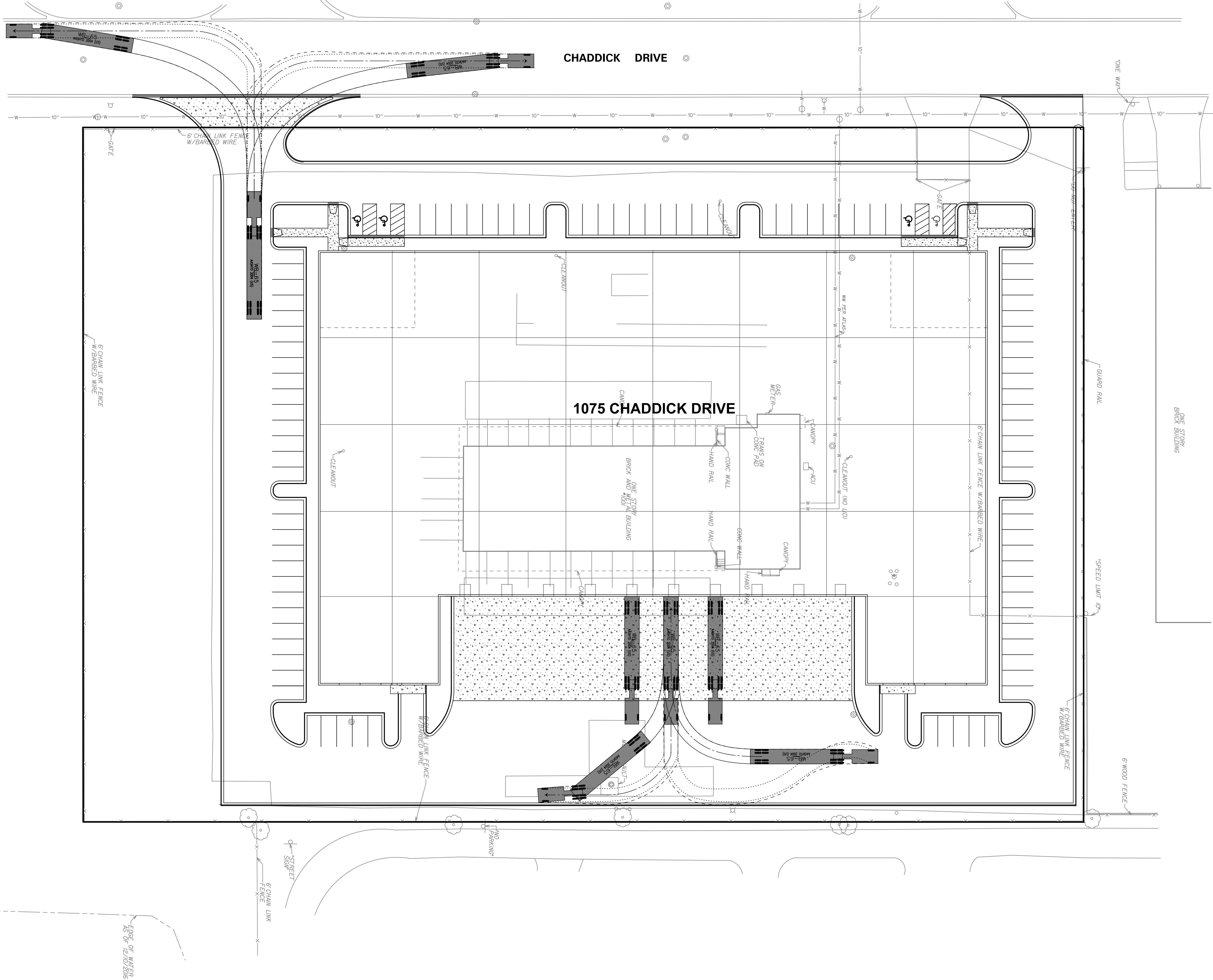
1 OF 1

To Regular Agenda



WB-65	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 70.0
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- VEHICLE ENVELOPES
- FRONT TIRE PATH
 - REAR TIRE PATH
 - - - - VEHICLE BODY ENVELOPE



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TRUCK TURN EXHIBIT

1075 CHADDICK DRIVE
WHEELING, ILLINOIS

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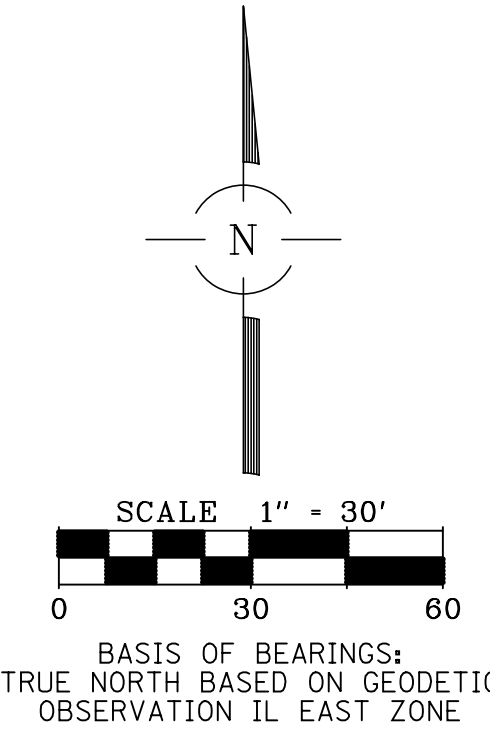
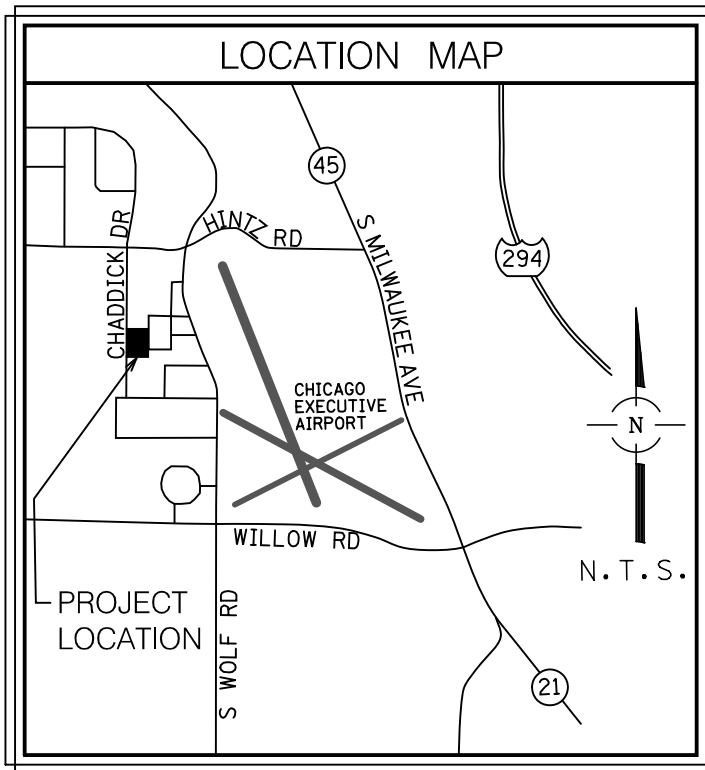
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TRUCK

Exhibit received Jan. 12, 2017

To Regular Agenda

A.L.T.A./N.S.P.S. LAND TITLE SURVEY



PROPERTY DESCRIPTION:

LOT 1 IN SOUTH WHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8, A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTES:

THIS SURVEY REFLECTS MATTERS OF TITLE AS LISTED ON A COMMITMENT FOR TITLE INSURANCE BY CHICAGO TITLE INSURANCE COMPANY, ORDER NO. 1401 008983571 02 WITH EFFECTIVE DATE: NOVEMBER 16, 2016.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SPACECO, INC. IS AN ILLINOIS PROFESSIONAL DESIGN FIRM REGISTERED UNDER LICENSE NUMBER 184-001157.

MONUMENTS WERE FOUND/SET AT THE PARCEL CORNERS AS SHOWN. (TABLE A ITEM 1)

ADDRESS (PER COOK COUNTY GIS):
1001 CHADDICK DRIVE
WHEELING, IL 60090
TAX P.I.N.
03-14-200-026-0000 (TABLE A ITEM 2)

BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 17031C0206J MAP REVISED AUGUST 19, 2008, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN ZONE X (UNSHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. (TABLE A ITEM 3)

PROPERTY SURVEYED CONTAINS 230,270 SQUARE FEET, OR 5,286 ACRES, MORE OR LESS. (TABLE A ITEM 4)

SUBSTANTIAL FEATURES ARE SHOWN HEREON. (TABLE A ITEM 8)

THERE ARE 27 STRIPED PARKING SPACES ON THE SURVEYED PROPERTY, 0 OF WHICH ARE MARKED HANDICAPPED. PARKING STRIPING WAS VERY FADED AND SNOW COVERED. PARKING SPACE COUNT IS APPROXIMATE. (TABLE A ITEM 9)

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES, AND/OR ENGINEERING DESIGN PLANS. THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE, OTHER UTILITIES NOT SHOWN MAY EXIST. A JULI.E. DESIGN STAGE FOR THIS SITE WAS REQUESTED AND ASSIGNED DIG NUMBER X350765. ADDITIONAL DRY UNDERGROUND UTILITIES MAY EXIST THAT DO NOT FALL UNDER THE JURISDICTION OF JULI.E. CALL JULI.E. 1-800-892-0123 PRIOR TO DIGGING, OR FOR ADDITIONAL INFORMATION.

MEMBER COMPANIES PER JULI.E.:
COMET (SHOWN PER ATLAS, APPROXIMATE LOCATION)
WSPLOA (WEST SHORE PIPE LINE, LLC) "West Shore Pipe Line has determined our facilities are not in conflict"
ATTN: DISTRIBUTION (NO INFORMATION PROVIDED TO THIS SURVEYOR)
COMCAST (NO INFORMATION PROVIDED TO THIS SURVEYOR)
NICOR GAS (NO INFORMATION PROVIDED TO THIS SURVEYOR)
TDS METROCOM (NO INFORMATION PROVIDED TO THIS SURVEYOR)
USIC LOCATING SERVICES (NO INFORMATION PROVIDED TO THIS SURVEYOR)
VINAKOM COMMUNICATIONS (NO INFORMATION PROVIDED TO THIS SURVEYOR)
VILLAGE OF WHEELING (NO INFORMATION PROVIDED TO THIS SURVEYOR)
(TABLE A ITEM 11)

NAME OF THE ADJOINERS SHOWN HEREON ARE CURRENT OWNERS AND/OR TAXPAYERS AS LISTED ON THE COOK COUNTY ASSESSOR'S WEBSITE ON DECEMBER 21, 2016. (TABLE A ITEM 13)

THE SURVEYED PROPERTY IS LOCATED 1,444 FEET +/- SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF E HINTZ ROAD. (TABLE A ITEM 14)

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS. (TABLE A, ITEM 16)

THIS SURVEYOR KNOWS OF NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. THERE ARE NOT OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. (TABLE A, ITEM 17)

THERE WAS NO EVIDENCE OF WETLAND MARKERS OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE SURVEY WAS CONDUCTED. (TABLE A, ITEM 18)

NO INFORMATION RELATED TO ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS HAD BEEN PROVIDED TO OR OBTAINED BY THIS SURVEYOR. (TABLE A, ITEM 19)

TITLE COMMITMENT NOTES:

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

N 21.17 AND 50 FOOT BUILDING LINE AS SHOWN ON PLAT OF SOUTH WHEELING INDUSTRIAL PARK RESUBDIVISION OF LOT 8 RECORDED FEBRUARY 13, 1990 AS DOCUMENT 90071092. (SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE SURVEYED PROPERTY AND HAS BEEN SHOWN HEREON. SEE DOCUMENT FOR PARTICULARS.)

0 22. TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN THE NO FURTHER REMEDIATION LETTER ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND RECORDED JANUARY 15, 2015 AS DOCUMENT 1501539029.

(SURVEYOR'S NOTE: THIS EXCEPTION AFFECTS THE SURVEYED PROPERTY BUT IS NOT A PLOTTABLE ITEM. SEE DOCUMENT FOR PARTICULARS.)

REVISIONS:		CONSULTING ENGINEERS	DATE: 12/21/2016
		SITE DEVELOPMENT ENGINEERS	JOB NO: 9622
		LAND SURVEYORS	FILENAME: 9622ALTA-01
			SHEET 1 OF 1

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

SNOW CONDITIONS EXISTED OVER THE SITE AT THE TIME OF FIELD WORK. ADDITIONAL IMPROVEMENTS MAY EXIST, BUT WERE NOT VISIBLE AT THE TIME OF SURVEY DUE TO 7-10" OF SNOW.

LEGEND	
	STORM SEWER
	SANITARY SEWER
	WATER MAIN
	GAS MAIN
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND CATV LINE
	FENCE
	GUARDRAIL
	SANITARY MANHOLE
	STORM MANHOLE
	CATCH BASIN
	INLET
	FLAMED END SECTION
	TELEPHONE UPRIGHT
	CABLE TV UPRIGHT
	FIRE HYDRANT
	VALVE AND VAULT
	B BOX
	AUXILIARY VALVE
	GAS VALVE
	HAND HOLE
	STREET LIGHT
	UTILITY POLE
	BOLLARD
	UNIDENTIFIED MANHOLE
	ASPHALT
	CONCRETE
	BC BACK OF CURVE
	EP EDGE OF PAVEMENT
	FNC FENCE
	FNC FENCE CORNER
	IP IRON PIPE
	IR IRON ROD
	MEASURED
	TELEPHONE PEDESTAL
	RECORD
	STORM MANHOLE
	SANITARY MANHOLE

DETAIL OF FOUND MONUMENTATION

SCALE: 1" = 200'

FOR REVIEW
PURPOSES ONLY

STATE OF ILLINOIS)
COUNTY OF COOK)

TO: CHICAGO TITLE INSURANCE COMPANY
AND: SITEX GROUP, LLC
AND: TRANSPORT REALTY, INC., A CORPORATION OF ARKANSAS,
FORMERLY KNOWN AS ABC TREADCO, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 9, 11, 13, 14, 16, 18, 19 & 20 OF TABLE "A" THEREOF. THE FIELDWORK WAS COMPLETED ON DECEMBER 13, 2016.

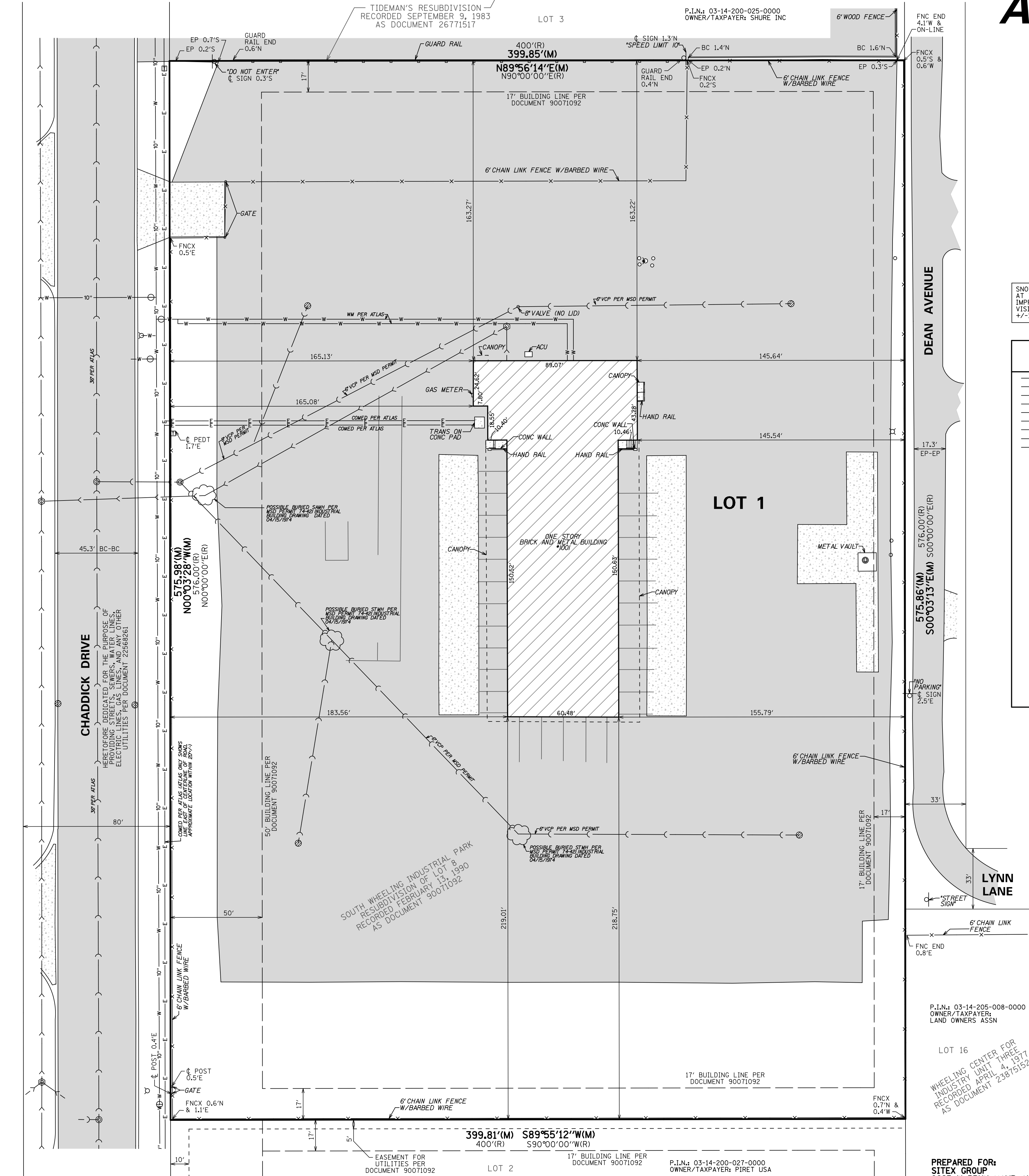
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF DECEMBER, 2016 IN ROSEMONT, ILLINOIS.

GABRIELA PTASINSKA, I.P.L.S. No. 035-3893
LICENSE EXPIRES: 11-30-2018
gptasinska@spacecoinc.com

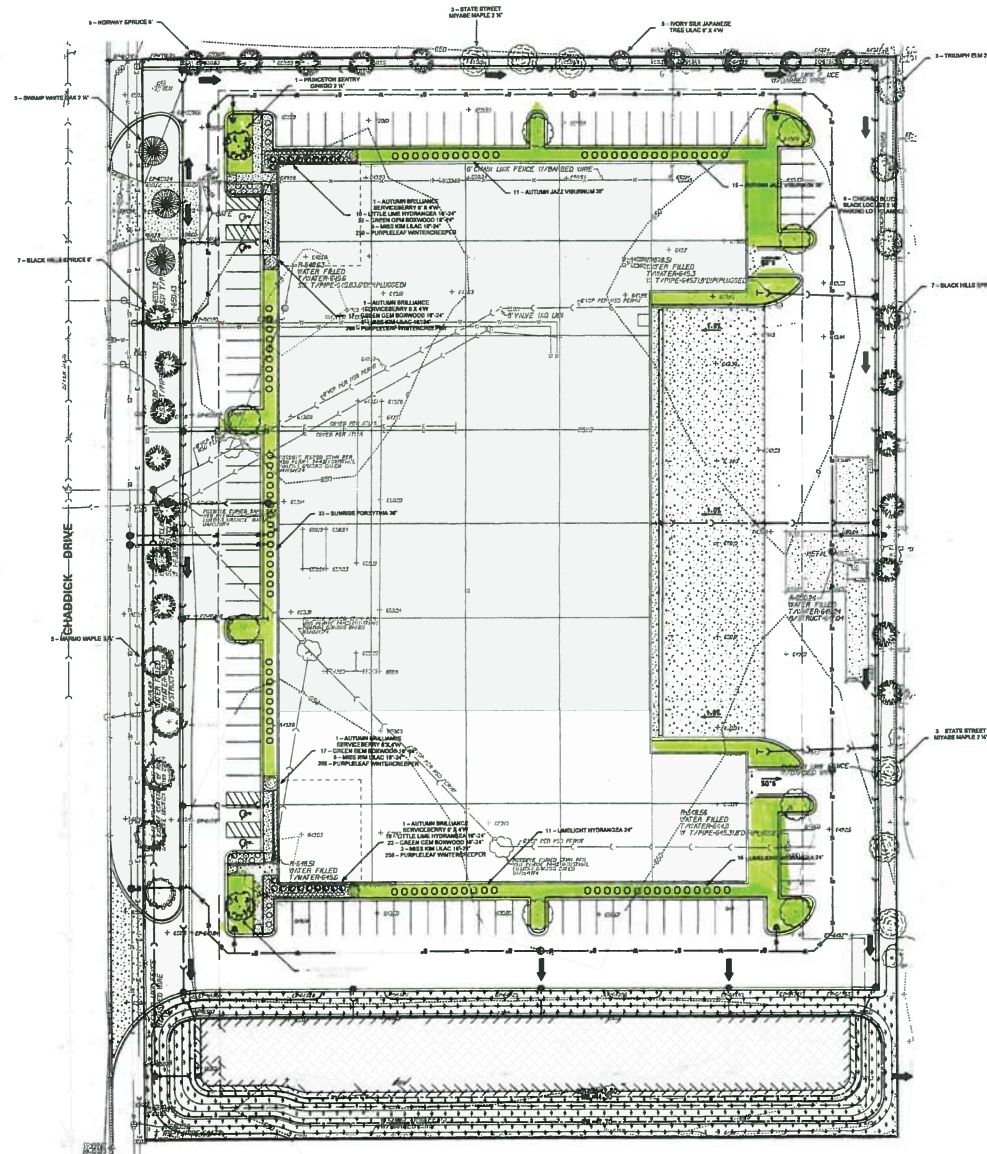
(VALID ONLY IF EMBOSSED SEAL AFFIXED)

Exhibit received Jan. 12 2017

PREPARED FOR:
SITEX GROUP
9625 W. BRYN MAWR AVENUE
SUITE 955
ROSEMONT, IL 60018

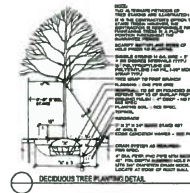


The green-shaded areas below represent the areas that will be irrigated.



PLANT LIST

Qty.	Common Name	Potential Name	Size	Remarks
5	Memo Maple	Acer freemanii 'Marmoi'	2 1/2'	B&B
5	State Street Myrtle Maple	Acer myrtale 'Morton'	2 1/2'	B&B
2	Proctoria Gentry Ginkgo	Ginkgo biloba 'Proctoria Gentry'	2 1/2'	B&B
3	Swamp White Oak	Quercus bicolor	2 1/2'	B&B
5	Chicago Blue Black Locust	Robinia pseudoacacia 'Chicago Blue'	2 1/2'	B&B
4	Autumn Brilliance Eriobothrys	Aster multiflorus 'Autumn Brilliance'	6'	B&B
5	Horsey Spruce	Thuja occidentalis 'Horsey Spruce'	6'	B&B
14	Black Hills Spruce	Thuja occidentalis 'Black Hills Spruce'	6'	B&B
78	Green Gem Boxwood	Buxus sempervirens 'Green Gem'	15'-24"	Cont.
20	Little Lime Hydrangea	Hydrangea paniculata 'Little Lime'	15'-24"	Cont.
20	Limelight Hydrangea	Hydrangea paniculata 'Limelight'	24"	Cont.
18	Miss Kim Lilac	Syringa patula 'Miss Kim'	15'-24"	Cont.
20	Autumn Blaze Viburnum	Viburnum dentatum 'Autumn Blaze'	30"	Cont.
600	Purple Heart Hydrangea	Eunonymus fortunei 'Coloratus'	3"	Pots



DS 75 EROSION CONTROL BLANKET

NOT TO SCALE

CAREING: IF NEW MISC. TO DRY PRAIRIE
SEED MIX AND NORTH AMERICAN
EROSION CONTROL BLANKET
(SEE SPECIES LIST)

CAREING: IF NEW MISC. TO DRY PRAIRIE
SEED MIX AND NORTH AMERICAN
EROSION CONTROL BLANKET
(SEE SPECIES LIST)

1. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project.

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17. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project.

18. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project.

19. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project. The Contractor shall provide and install all plant materials in quantities sufficient to complete the project.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): 13.C

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: A Resolution Waiving Competitive Bidding and Authorizing a Software License Agreement with Municipal Systems, Inc. for Implementation of Municipal Ordinance Violation Enforcement (MOVE) And Municipal Offense Systems (MOS) Software Programs.

SUBMITTED BY: James J. Dunne, Chief of Police

BASIC DESCRIPTION OF ITEM¹: Resolution to purchase Municipal Ordinance Violation Enforcement (MOVE) and Municipal Offense Systems (MOS) software and related equipment for the Police Department that will improve customer service and assist with the overall processing and tracking of citations, violations, and the adjudication process.

BUDGET²: Total cost of this three-year agreement (\$37,800) and one-time equipment cost (\$6,700) has been budgeted for in the Police Department budget.

EXHIBIT(S) ATTACHED: Memo, Resolution, and Purchase Contract and Agreement

RECOMMENDATION: Approval

**SUBMITTED FOR BOARD
CONSIDERATION:** **VILLAGE MANAGER**

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: James J. Dunne, Chief of Police

DATE: February 2, 2017

SUBJECT: Municipal Systems, Inc. Software and Equipment Purchase

EXECUTIVE SUMMARY

Staff requests Village Board approval of a not-to-exceed contract in the amount of \$37,800 (\$12,600 annually for three years) as well as a one-time expenditure of \$6,700 for training and equipment. Our current system for issuing, processing, and tracking violations has become inefficient and outdated. Upgrading the system is essential for providing exceptional customer service and ensuring efficiency and effectiveness as it relates to enforcing Village ordinances, processing and tracking violations, and implementing adjudication hearing software. Municipal Systems, Inc. (MSI) has developed software and equipment that will assist us in achieving this goal and will create a seamless interface with our current E-ticketing program, as well as provide accurate data to our collections agency (MCSI).

The Police Department has the duty to enforce all ordinances of the Village, as well as provide outstanding customer service. The purchase and implementation of MSI's Municipal Ordinance Violation Enforcement (MOVE) and Municipal Offense System (MOS) software will allow our department to operate more efficiently and effectively. The Municipal Offense System (MOS) software program includes electronic ticketing and data management for parking and compliance violations; the Municipal Ordinance Violation Enforcement (MOVE) software program is for local ordinance violations.

The MSI programs will allow our department to streamline processes and be afforded the opportunity to have e-ticketing for parking, compliance, and local ordinance tickets; automated check-in; electronic dockets; electronic findings of liable/not liable; and instant upload to our data system. The adjudication process will accommodate our local ordinance violations and newly-created electronic local ordinance citation. The expense of this program would be offset by reducing personnel time spent on manual entry of citations, data collection, and communicating between departments and agencies.

Community Development and Finance staff will closely observe the rollout of these systems to determine whether expanding their use beyond the Police Department would be in the Village's best interests. Such an expansion would entail additional software and equipment costs.

Our recommendation is to approve the purchase of the MSI program and software for its improved customer service capabilities and reduction on staff time.

I appreciate your consideration of this matter and am available to answer any questions.

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING A SOFTWARE LICENSE AGREEMENT WITH MUNICIPAL SYSTEMS, INC. FOR IMPLEMENTATION OF MUNICIPAL ORDINANCE VIOLATION ENFORCEMENT (MOVE) AND MUNICIPAL OFFENSE SYSTEMS (MOS) SOFTWARE PROGRAMS.

WHEREAS, the Police Department has the duty to enforce all ordinances of the Village and all statutes effective in its borders; and

WHEREAS, Wheeling Police Department's current system for issuing and processing Village citations have become inefficient and outdated; and

WHEREAS, the upgrades to the system are essential to efficiently and effectively enforcing Village ordinances, conducting administrative adjudication hearings, and providing for outstanding customer service; and

WHEREAS, Municipal Systems, Inc. is in the business of developing, licensing, and offering for sale various municipal and administrative adjudication software and related support services; and

WHEREAS, the Municipal Systems, Inc. software seamlessly interfaces with the Municipal Collection Services, Inc. collection program operated by the Village's Finance Department; and

WHEREAS, Police Department staff believes it is in the Village's best interest to sign a software licensing agreement with Municipal Systems, Inc. for implementation of Municipal Ordinance Violation Enforcement (MOVE) and Municipal Offense Systems (MOS) software programs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived and the purchase of software, licensing, and other related services and support in an amount not to exceed \$12,600.00 a year over a three-year period is approved, and the Village Manager is hereby authorized to issue a purchase order to Municipal Systems Inc.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 17 - _____ be adopted.

President Argiris _____

Trustee Brady _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vito _____

Trustee Krueger _____ Trustee Vogel _____

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

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk



Municipal Software & Administrative Adjudication Consultants

January 5, 2017

Commander Pete Panagakis
Village of Wheeling
1 Community Blvd
Wheeling, IL 60090

Ref: "Standard Terms and Conditions" Contract
For Municipal Ordinance Violation Enforcement and
Municipal Offense System web based solutions.

Dear Cmdr. Panagakis

Enclosed is the Agreement for implementation of Municipal Systems, Inc. **Municipal Ordinance Violation Enforcement (MOVE)** and **Municipal Offense System (MOS)** web based adjudication software programs.

To execute the Agreement, please make two (2) copies complete the following and forward both copies of the executed Agreement to Municipal Systems, Inc. We will execute and return one copy of the Agreement for your files.

page 1 Enter the day, month and year of execution.

page 10 Signature of the Village Manager

Thank you for giving us the opportunity to work through this pricing and continue serving The Village of Wheeling.

Respectfully,

Dan McDonald
Sales Manager

STANDARD TERMS AND CONDITIONS

For The IMPLEMENTATION OF MUNICIPAL ORDINANCE VIOLATION ENFORCEMENT and MUNICIPAL OFFENSE SYSTEM HEARING SYSTEMS

WITHIN THE

VILLAGE of WHEELING, IL

PRESENTED ON:

January 5, 2017

(If not accepted, Offer expires 60 days from the above Presentation Date)

PRESENTED BY:

Municipal Systems, Inc.
7330 College Drive, Suite 108
Palos Heights, IL 60463
(708) 448-6934 FAX (866) 355-6966

STANDARD TERMS AND CONDITIONS

(Municipal Ordinance Violation Enforcement and Municipal Offense System) Municipal Systems, Inc.

This Agreement made and entered into this ____ day of _____, 20____, by and between Municipal Systems, Inc., an Illinois corporation with principal offices situated at 7330 College Dr., Suite 108, Palos Heights, IL 60463, (hereinafter referred to as MSI), and **VILLAGE of WHEELING, IL** an incorporated Municipality of the State of Illinois with Village offices situated at **1 Community Blvd, Wheeling, IL** (hereinafter referred to as "THE MUNICIPALITY").

WITNESSETH

WHEREAS, the Legislature of the State of Illinois has enacted certain statutes, allowing a municipality to exercise enforcement power including but not limited to, all locally established ordinance violations, Building and Zoning violations (Code), Parking and Compliance violations.

WHEREAS, the Legislature of the State of Illinois has enacted statutes allowing a municipality to establish a system of administrative hearings for violations of ordinances and regulations concerning its "Code"; and

WHEREAS, THE MUNICIPALITY is incorporated under the Laws of the State of Illinois and empowered under these statutes to enact ordinances and regulations, impose fines for violations thereof and to establish a system of administrative hearings for violations of ordinances and regulations; and

WHEREAS, THE MUNICIPALITY desires to implement its authority under 65 ILCS 5/1-2.1; and 625 ILCS 5/11-208.3

WHEREAS, MSI has the knowledge, experience and expertise as well as computer software to assist THE MUNICIPALITY in implementing an effective administrative hearing system,

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

ARTICLE I General Terms

1.01 THE MUNICIPALITY agrees to utilize MSI as the exclusive provider of the service and computer software for the implementation of an administrative hearing system (the "System") for the adjudication of Code violations as allowed by State Statutes and to pay MSI in accordance with the terms and conditions hereinafter set forth.

1.02 MSI agrees to provide specified services and computer software to THE MUNICIPALITY in accordance with the terms and conditions hereinafter set forth.

1.03 The term of this Agreement shall commence on the first day set forth above and shall continue until the end of the thirty-sixth billing month, as that term is defined in this Agreement.

ARTICLE II Terms and Conditions

2.01 For and in consideration of payments to be made by THE MUNICIPALITY as described in ARTICLE III of this Agreement, MSI agrees to provide:

2.01.1 **COMPUTER SOFTWARE** (the "Software"): as more particularly set forth herein:

2.01.1.1 LICENSE: In consideration of the software license below, MSI grants to THE MUNICIPALITY a non-exclusive, non-transferable license to use the object code for the standard or network program identified below. **THIS LICENSE IS NOT TRANSFERABLE TO ANY OTHER PROCESSOR NOR MAY IT BE SUBLICENSED WITHOUT WRITTEN AUTHORIZATION FROM MSI.**

LICENSING	SOFTWARE	PROGRAM	VERSION
1	(MOVE) Municipal Ordinance Violation Enforcement	Web Based	OLV
1	(MOS) Municipal Offense System	Web Based	OLV

2.01.1.2 WARRANTY: MSI warrants, that during the term of the Agreement and any extended term, the software supplied hereunder will perform substantially in accordance with the representations set forth in this Agreement and the Software's System Users' Manual. Should the software fail to meet those requirements, MSI shall replace the defective software. This warranty shall not cover software errors or nonconformities resulting from (i) modifications of the software by THE MUNICIPALITY or a third party, (ii) THE MUNICIPALITY's negligence or fault, (iii) hardware malfunction, or (iv) THE MUNICIPALITY's failure to use the System for its intended purpose. **MSI EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, MSI SHALL NOT BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL OR SECONDARY DAMAGES. MSI'S ONLY OBLIGATION HEREUNDER IS TO REPLACE DEFECTIVE SOFTWARE.**

2.01.1.3 UPGRADES: Software upgrades to the program or programs provided under the terms of the Agreement shall be provided to THE MUNICIPALITY at no additional cost when those upgrades are made available generally to MSI's customers. New programs are not considered an upgrade and may be offered at an additional cost. Failure of THE MUNICIPALITY to accept upgrades when offered will void MSI's obligation to provide support services as required in Article 2.01.3.

2.01.2 TRAINING: Training for employees of THE MUNICIPALITY as may initially be required to allow said employees to operate the computer software supplied by MSI as specified below:

Provided	Description	Estimate of Hours
1	MOVE/MOS Training	30
	TOTAL:	30

2.01.2.1 If during the period of this Agreement or any extended term, THE MUNICIPALITY requests additional training, or training after initial implementation of the System, MSI will charge THE MUNICIPALITY at the current hourly rate as specified for training in Article 2.01.3 below. The rates are valid for the initial 36 month term of this Agreement. Thereafter, the then prevailing current rates as established by MSI shall apply. Training is estimated at 30 hours with the hourly rate for the initial training to be discounted to \$100 per hour. The cost of training will be **\$3,000**.

2.01.3 SUPPORT to THE MUNICIPALITY for the specified software in this Agreement shall include those services necessary to cause said software to perform in conformance with the warranty provided for in Article 2.01.1.2. In the event that service is provided for what is determined to be a problem which is not covered by the warranty, THE MUNICIPALITY shall pay for the services rendered as an extra cost according to the rates set forth in Article 2.01.3.1:

Software warranty support costs during the initial term of this Agreement and any extended term are covered by the monthly compensation as set forth in Articles III and IV, below. Costs for support services not covered by warranty and any additional services requested by THE MUNICIPALITY shall be charged in accordance with the following, during the initial term and at MSI's then prevailing rates during any extended terms.

DESCRIPTION OF SERVICES		COST
1. Customer Telephone Support		\$125.00 per hour
Free for 90 days from installation date		Billed in 15 minute increments
2. On-Site Customer Assistance		\$125.00 per hour
3. Technical Specialist		\$140.00 per hour
4. Programming Service		\$140.00 per hour
6. Travel - Mileage Rate	(Includes travel time)	\$.75 cents per mile round trip (travel time included)

2.01.3.2 Initial installation shall include installation of the software on current network nodes currently using MSI software. Installation of additional nodes, past the initial installation set-up shall be an extra cost and provided in accordance with the rates set forth in Article 2.01.3.1.

2.01.4 SOFTWARE SYSTEM USERS' MANUALS, sample forms and reports.

2.01.5 SPECIFICATIONS FOR SUPPLIES needed or required, it being understood that THE MUNICIPALITY need not purchase supplies from or through MSI, but any supplies obtained from sources other than MSI or MSI designated suppliers must meet all specifications as are set forth by MSI.

2.01.6 MSI COVENANTS AND WARRANTS that it has the full power and authority to license the use of the computer software set forth in subsection (1) above.

2.01.7 ENVIRONMENTAL SOFTWARE necessary to operate the program software.

2.02 For and in consideration of MSI providing THE MUNICIPALITY with the afore stated services and computer software, THE MUNICIPALITY hereby covenants and warrants that it will or has:

2.02.1 ENACT A MUNICIPAL ORDINANCE providing for the regulation of Code violations within the geographical boundaries of THE MUNICIPALITY as allowed by IL State Statutes, and the assessment of fines and other sanctions for such Code violations.

2.02.2 ENACT A MUNICIPAL ORDINANCE providing for the establishment of a system of administrative adjudication of Code violations under 65 ILCS 5/1-2.1, and Parking and Compliance violations under 625 ILCS 5/11-208.3 or any other applicable Law, within the geographical boundaries of THE MUNICIPALITY. Should MSI update or change the software which it provides, and THE MUNICIPALITY does not adopt necessary amendments to its ordinance, or THE MUNICIPALITY adds violation areas not supported by MSI's software, MSI shall not be responsible for support services or any deficiencies in the administrative adjudication system caused by inconsistencies between the ordinance and the software.

202.3 MANAGE ITS SYSTEM'S FIREWALL settings to allow access to the remote web database by its personal computers and workstations. MSI shall have no liability or responsibility resulting from the Municipality's failure to properly manage said firewall settings.

2.02.4 PROVIDE SUFFICIENT PERSONNEL, as may be required to operate and/or manage the System.

2.02.5 PURSUE THE ENFORCEMENT of the Code within the geographical boundaries of THE MUNICIPALITY to the fullest extent permitted by Statute or any other applicable Law through use of the System.

2.02.6 PURSUE THE COLLECTION of sanctions and fines assessed pursuant to an applicable Law, to the fullest extent permitted by Law. Should THE MUNICIPALITY not collect the imposed fines, or other sanctions, within 90 days of the issuance of the citation, or other required notice, the pursuit of the collection of fines shall be through the use of a commercial collection service.

2.02.7 COMPENSATE MSI FOR the use of the System during the term of this Agreement.

2.02.8 The Municipality understands and agrees that the Software is “web-based”, and that all of the Municipality’s access to and storage of its data relative to the use of the Software for its Administrative Hearing System shall be through a website procured by MSI. Therefore, the Municipality must have high speed (not dial-up) access to the internet; and must have computer software and hardware which meet the following minimum specifications:

Web Based Environment

- Client: Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista, Windows 7.
- RAM: Windows 2000/XP - 512 MB or higher. Windows Vista 1GB or higher.
- Broadband: DSL or higher.

Note: Failure to meet the above minimum hardware requirements by THE MUNICIPALITY will void the MSI warranty for the Software as more particularly set forth in Article 2.01.1.2 above

**ARTICLE III
Compensation**

3.01 THE MUNICIPALITY agrees to make a monthly payment of:

Monthly Amount - Software	\$850.00
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to MSI for installation of software, software license, warranty, and support, as set forth in Article 2.01, for period of 36 billing months, as that term is defined below.

The MUNICIPALITY also agrees to make a monthly payment of:

Monthly Amount - LEADS	\$200.00
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to MSI for use of the Integrated LEADS interface.

3.01.1 Once MSI performs its obligation to install the software necessary to begin operation of the System, the obligation of THE MUNICIPALITY to pay the Monthly Amount shall commence. Any Monthly Amounts paid by THE MUNICIPALITY prior to the commencement of the billing months shall not affect the length of the term of this Agreement. MSI will begin invoicing after January 1, 2017

3.01.2 Billing for extra services provided to THE MUNICIPALITY shall occur at the end of the month in which they are rendered and shall be due with that month's monthly amount or extension monthly amount, as the case may be.

3.01.3 Payments to MSI shall be due not later than 45 days after the last day of each month for which a payment is due. A late payment of 1.0% per month shall be added for any amount remaining unpaid after the 45th day.

3.01.4 This section intentionally left blank.

ARTICLE IV
Software License; Extension

4.01 In the event that THE MUNICIPALITY chooses to extend the term of the Agreement for one or more 12 month periods, the terms of payment shall be as follows:

Ext Monthly Amount - Software:	\$500.00
---------------------------------------	-----------------

Ext Monthly Amount -LEADS:	\$200.00
-----------------------------------	-----------------

4.01.1 Such payments shall be timely and THE MUNICIPALITY acknowledges and agrees that continued use of the software or the providing of services without prompt payment therefore is a violation of the license to use the software.

ARTICLE V
Termination

5.01 THE MUNICIPALITY acknowledges and agrees that MSI will have substantially performed its initial obligations under this Agreement upon the installation of the computer software system within facilities of THE MUNICIPALITY and the completion of training for designated municipal employees.

5.02 It is agreed that THE MUNICIPALITY may terminate this Agreement upon written notice to MSI of its non-compliance with the terms of this Agreement and upon MSI's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from THE MUNICIPALITY. In the event THE MUNICIPALITY terminates the Agreement due to MSI's failure to cure the default, no further payments past the effective date of termination will be due to MSI.

5.03 In addition to any other remedies of MSI hereunder or under applicable law, MSI may terminate this Agreement upon written notice to THE MUNICIPALITY of its non-compliance with the terms of the Agreement and upon THE MUNICIPALITY's failure to cure the default (non-compliance) within thirty (30) days of the date written notice is received from MSI. MSI's termination of this Agreement shall not affect any other rights or remedies of MSI, including the right to bring an action for unpaid amounts due hereunder, actions for injunctive relief and actions for damages incurred by MSI as a result of any breach of this Agreement by THE MUNICIPALITY.

5.04 Upon termination of this Agreement, the License shall terminate and the System and all software and other intellectual property comprising the System, including all upgrades and modifications thereto and all information and ideas which are of value primarily in connection with this System shall be immediately returned to MSI by THE MUNICIPALITY.

ARTICLE VI
Software Use and Authorization

6.01 THE MUNICIPALITY is granted a license to use the Software set forth in Article II only so long as THE MUNICIPALITY complies with the terms of this Agreement.

6.02 THE MUNICIPALITY further covenants and warrants not to in any manner, directly or indirectly, copy, convey, transfer or allow the unauthorized use of any of the Software for which a license use is granted under this Agreement. Any such action or attempted action on the part of THE MUNICIPALITY shall be sufficient grounds for MSI to obtain equitable relief preventing same, without bond or notice to THE MUNICIPALITY.

6.03 If THE MUNICIPALITY does not make the payments required by this Agreement, all software used under the terms of this Agreement shall be returned immediately to MSI. Failure to return the software shall be sufficient grounds for MSI to obtain equitable relief without bond or notice to THE MUNICIPALITY to effect return thereof. The System, all software, object codes, source codes, upgrades, enhancements and other intellectual property rights pertaining thereto, including patents and copyrights, constitute the sole and exclusive property of MSI.

6.04 All confidential or proprietary information disclosed by MSI to THE MUNICIPALITY shall be held in trust and confidence by THE MUNICIPALITY at all times during the terms of this Agreement and for two (2) years thereafter. THE MUNICIPALITY shall take all reasonable precautions, but not less than those employed to protect its own confidential and proprietary information, to prevent any confidential information of MSI from being divulged to or used by third persons.

6.05 During the term of this Agreement, THE MUNICIPALITY shall not directly or through active assistance to any third parties develop substitute or competitive software products or systems which perform the same or substantially similar functions to those performed by the System. Nothing in this Section is intended to prevent THE MUNICIPALITY from investigating or purchasing an alternative solution.

ARTICLE VII
Damages

7.01 MSI shall have no liability with respect to its obligations under this agreement for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY, for any reason and upon any cause of action, shall be limited to MSI's insurance coverage. During the term of the Agreement, MSI shall maintain general liability insurance with limits of not less than \$1,000,000.00 per occurrence with the Village of Wheeling named as an additional insured. A certificate of insurance evidencing said insurance coverage shall be provided to the Village of Wheeling prior the Village executing the Agreement. The limitation on damages in the first sentence applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and service non-conformity between the

parties. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this agreement.

**ARTICLE VIII
Website**

8.01 While MSI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of MSI. THE MUNICIPALITY agrees that MSI shall have no liability for downtime of the website unless caused by MSI's own willful conduct.

8.02 THE MUNICIPALITY will have up to 20 gigabytes of storage resources at the website at no additional cost. In the event that THE MUNICIPALITY exceeds 20 gigabytes of data storage, additional charges will be assessed as additional compensation to MSI, based on the increased charges to MSI from its website host.

8.03 With regard to the website access to be provided by MSI: (a) MSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, the website or THE MUNICIPALITY's data files, programs or information through accident, fraudulent means or devices by any third party, provided that MSI stores THE MUNICIPALITY's data files, programs, and information in a manner that complies with the minimum security standards identified in Addendum A. and (b) MSI shall have no liability with respect to MSI's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if MSI has been advised of the possibility of such damages. In any event, the liability of MSI to THE MUNICIPALITY for any reason and upon any cause of action shall be limited to the lesser of the amount actually paid to MSI by THE MUNICIPALITY under this Agreement or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Agreement.

**ARTICLE IX
Agreement Modification**

9.01 This Agreement may be modified only in writing, executed by both parties.

**ARTICLE X
Miscellaneous Provisions**

10.01 This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Illinois. Any dispute arising out of this Agreement shall be instituted in the United States District Court for the Northern District of Illinois or in the Cook County, Illinois Circuit Courts.

10.02 This Agreement shall not be construed more strongly against the party responsible for its preparation.

10.03 In the event that either party retains attorneys to enforce its rights under the terms of this Agreement, the prevailing party in any litigation shall be reimbursed for their reasonable attorneys' fees and other costs associated with enforcement and litigation.

10.04 The Model Ordinance and training provided by MSI are intended to comply with existing state law and designed to be consistent therewith. However, MSI does not warrant that the Model Ordinances and training are legally sufficient and THE MUNICIPALITY should determine for itself, prior to adoption, that the same comply with existing law.

10.05 This Agreement and the Addendums attached hereto, represent the entire Agreement between the parties. The parties agree that THE MUNICIPALITY and MSI are acting as separate and independent entities and neither party is partner, joint venturer, agent, or employee of the other.

10.06 The parties shall not be liable for any delay in the performance of their obligations hereunder if such delay is caused by causes beyond the reasonable control of the parties, including, without limitation, any act of God or force majeure, or revolution, terrorist act, riot, commotion or any applicable governmental or judicial law, regulation, order or decree.

ARTICLE XI
Notices

Any and all notices required hereunder shall be by certified mail - return receipt requested - and shall be deemed properly given and received mailing to the parties at the address listed below.

MUNICIPALITY:

VILLAGE of WHEELING
1 Community Blvd
Wheeling, IL 60090

MSI:

MUNICIPAL SYSTEMS, INC.
7330 College Drive, Suite 108
Palos Heights, IL 60463

**ARTICLE XII
Approval**

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals the day and date first above written.

**VILLAGE OF WHEELING, IL
MUNICIPALITY**

By:

Village President (PRINT)

Village President (SIGNATURE)

Attested:

Clerk (PRINT)

Clerk (SIGNATURE)

Date: _____, 20 _____

**MUNICIPAL SYSTEMS, INC
An Illinois Corporation**

By:

Matthew C. Regan
Chief Executive Officer (PRINT)

Chief Executive Officer (SIGNATURE)

Attested:

Frank Regan
Secretary (PRINT)

Secretary (SIGNATURE)

Date: _____, 20 _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

To Regular Agenda

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: A Resolution Granting an Extension of Time for Façade and Site Improvements at 322 N. Milwaukee Ave. Relative to Resolution No. 16-19, Which Awarded a Façade and Building Improvement Grant for Siding-1 Windows-1 Exteriors.

SUBMITTED BY: Andrew C. Jennings,
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: A Façade and Building Improvement Grant was awarded to 322 N. Milwaukee Avenue on February 16, 2016 and is set to expire one year after it was awarded because the improvements associated with the grant have only been partially completed to date. The grant recipient is requesting an extension of time to complete the improvements.

BIDDING²: N/A

EXHIBIT(S) ATTACHED: Resolution
Staff memo
Extension request letter, dated 1.30.2017

RECOMMENDATION: To approve

**SUBMITTED FOR BOARD
CONSIDERATION:** **VILLAGE MANAGER**

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

² If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Andrew Jennings, Director of Community Development

DATE: February 6, 2017

SUBJECT: Extension of Time for Improvements Relative to the Façade & Building Improvement Grant granted to Siding-1 Windows-1 Exteriors at 322 N. Milwaukee Avenue

EXECUTIVE SUMMARY

On February 16, 2016, the Board approved a Façade and Building Improvement Grant for Siding-1 Windows-1 Exteriors at 322 N. Milwaukee Avenue. The business has been unable to complete the improvements associated with the grant within the one-year requirement. The grant recipient is requesting an extension of time to complete the improvements.

The Village Board approved the resolution awarding a \$44,950 Façade and Building Improvement Grant to Siding-1 Windows-1 Exteriors at 322 N. Milwaukee Avenue on February 16, 2016. The terms of the grant program require that all improvements associated with the grant award be completed within twelve months from the date of the grant approval. To date, the grant recipient has only partially completed the improvements.

The grant recipient is requesting an extension of time to July 10, 2017 to complete the improvements. Some of the outstanding work requires warmer weather, including the parking lot resurfacing and installation of landscaping.

A resolution extending the time period for completing the improvements associated with the Façade and Building Improvement Grant for 322 N. Milwaukee Avenue is attached for the Board's consideration. Staff is also suggesting that a condition of approval be added to the resolution for extension that no grant funds shall be disbursed until all code enforcement issues have resolved. During an extended period of inactivity at the subject property, the Village has issued several property maintenance citations to the business and attended adjudication hearings due to a lack of response by the business. A condition has been added to the draft resolution to address Staff's concern.

Attachments: Resolution
Extension request letter, dated 1.30.2017

RESOLUTION NO. _____

A RESOLUTION GRANTING AN EXTENSION OF TIME FOR FAÇADE AND SITE IMPROVEMENTS AT 322 N. MILWAUKEE AVENUE RELATIVE TO RESOLUTION NO. 16-19, WHICH AWARDED A FAÇADE AND BUILDING IMPROVEMENT GRANT FOR SIDING-1 WINDOWS-1 EXTERIORS

WHEREAS, on February 16, 2016, the President and Board of Trustees approved Resolution No. 16-14 awarding a Façade and Building Improvement Grant for façade and site improvements for Siding-1 Windows-1 Exteriors at 322 N. Milwaukee Avenue; and

WHEREAS, Resolution 11-01 states the terms of the Façade and Building Improvement Grant Program, including that “the improvements must be completed within twelve (12) months from the date of grant approval”; and

WHEREAS, the petitioner has requested an extension of the time to make façade and site improvements by submittal of a letter dated January 30, 2017 to the Village Board; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for an extension of time to July 10, 2017;

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 grants an extension of time for improvements associated with the Façade and Building Improvement Grant awarded to Siding-1 Windows- Exteriors, which is located at 322 N. Milwaukee Avenue, to July 10, 2017, subject to following condition of approval:

1. That no grant funds shall be disbursed until all code enforcement issues have been resolved.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. _____ be passed.

President Argiris _____

Trustee Lang _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Vogel _____

Resolution No. _____ ADOPTED this _____ day
of _____, 2017, by the President and Board of Trustees of the
Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

To Regular Agenda

January 31, 2017

To: Wheeling Village Board Members

From: Jonathan Green – President/Owner Siding-1 Windows-1 Exteriors

Subject: Request for Extension to Complete TIF Beautification of 322 N Milwaukee

Board Members;

Last February I stood before you to present a beautification program for the exterior of the building we operate Siding-1 Windows-1 out of at 322 N Milwaukee. We were very pleased and excited to be granted approval of our proposal. We have not completed all of the work proposed, and the expiration of our grant is upon us. I very much wish to finish this project and thus am appealing to the Board for an extension of time allowed to finish.

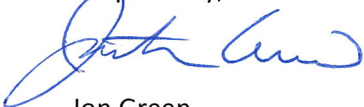
Before the onset of actual work on the property we lost our Project Manager. The Project Manager was intimate with the all of the project detail, including work scope and budget. By the time we hired and on-boarded a replacement our season was in full bloom ... and we were behind. We chose to serve our customer's first, at the expense of working on our own building.

While we were able to make much progress on our project, we are not where we had planned to be, and certainly not complete. Our grant expires one (1) year after approval – ie February 16, 2017. In the next few weeks we should be completing the front façade work, but we need an extension until warmer weather to take on the finishing of landscaping and parking lot resurfacing.

I am requesting that the Board grant Siding 1 Windows 1 an extension until July 10, 2017 to definitively complete our project.

Please note that I plan to be present at the Village Board Meeting on Monday, February 6, to present this extension request, and answer any questions.

Respectfully,



Jon Green

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: Resolution Authorizing Acceptance of a National Joint Powers Alliance (NJPA) Contract for the Purchase of One (1) Truck Mounted High Pressure Sewer Cleaner through Standard Equipment Company of Chicago.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Recommendation to accept a publicly bid contract through the NJPA for purchase of a High Pressure Sewer Cleaner from Standard Equipment in an amount not to exceed \$238,990.

BUDGET²: Funded through the FY 2017 Capital Improvement Plan budget.

BIDDING³: Public bids were solicited in 2016 by the NJPA for member municipalities, with Standard Equipment Company determined to be the lowest-cost qualified and responsible bidder.

EXHIBIT(S) ATTACHED: Memorandum, Proposal, Resolution, Specification Documents.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: February 2, 2017

SUBJECT: Truck Mounted High Pressure Sewer Cleaner

EXECUTIVE SUMMARY

Public Works is proposing purchase of a new Truck Mounted High Pressure Sewer Cleaner, commonly referred to as a “jetter.” Operational changes within the department have made this purchase necessary to allow for core service improvements without additional staffing. A detailed vehicle analysis is provided in an attached supplemental memorandum submitted by the Fleet Superintendent.

The Public Works department owns and operates two audit vehicles (individual truck mounted jetter and separate vacuum vehicles) and one CERF vehicle (combination jetter/vacuum) for maintenance of sanitary and storm sewers throughout the Village. These vehicles are used during all seasons to assist in continuous effluent flow through the storm and sanitary sewer systems that total 92 miles and 94 miles of pipe length respectively. Approximately ten years ago, a departmental decision was made to purchase a combination jetter/vacuum vehicle and allow the existing individual jetter and vacuum vehicles to become audited without replacement. Even though that decision was made a relatively short time ago, there has been a focus change within the department relating to how and why Public Works should approach maintenance of this extensive and aging piping system.

The Village has minimal vertical gradient relief, retains a large amount of floodplain within its borders, and is typically subject to numerous rain events of two inches or more on an annual basis. Because of this, much of the work performed by the Utility Division has revolved around reducing localized street flooding and removing commercial grease and other obstacles within the storm and sanitary sewer systems. Concerning maintenance, the Division’s focus has changed operationally from reactionary to proactive, drastically increasing the amount of below-street-level maintenance on the piping systems; this has included the implementation of multiple maintenance programs, a change that has resulted in the use of the combo truck and the individual jetter or vacuum, often simultaneously for days at a time. Division personnel can be seen using the combo vehicle in one area, while jetting a sanitary sewer on the other side of the Village. The increased maintenance appears to have resulted in fewer backups and reduced localized street flooding.

Other Utility Division operational changes necessitating this purchase include increased utility excavation procedures using the combo vehicle instead of a backhoe to avoid damaging other underground utilities where a Village utility is being repaired. Approximately 25% of all utility excavations are now hydro-excavated, an increase of 100% during the past five years, an indication of how seriously we try to avoid accidentally severing electric, gas, or communication lines. In 2016 the Utility division completed 152 hydro-excavations on hydrant valves alone, important maintenance that denies the use of the combo vehicle for high pressure jetting or vacuuming in some other location. Sole reliance on the combo vehicle would have a direct effect on the division's ability to accomplish core services on a timely basis. While we recognize that this situation has been caused by a conscious decision within Public Works to increase overall maintenance operations, the subsequent results provide good reason to purchase the proposed vehicle and include it as a permanent CERF asset.

The proposed jetter vehicle typically clears sanitary and storm sewer pipe in conjunction with televising. Prior to 2015, the Utility Division typically cleaned approximately 31,000 linear feet of sanitary sewer per year while experiencing an average of 86 sewer backup complaints annually. During the last two years, an average of 78,000 linear feet of sewer pipe has been cleaned per year, with an average of 45 sanitary sewer backup complaints per year. The proposed purchase will positively impact the overall performance of the sewer systems and will act as a backup during maintenance or repair of the combo vehicle.

Funds for this purchase are proposed to be obtained from two accounts in the Capital Improvement Plan for water and sewer projects, where costs for water system generators and sanitary sewer lining will be lower than estimated. There is no impact to the General Fund due to this proposed purchase. Purchase is through a publicly bid contract awarded to Standard Equipment Company by the National Joint Powers Alliance in the amount of \$238,990.

Please contact Jeff Wolfgram or myself with any questions.

RESOLUTION NO. 17- _____

RESOLUTION AUTHORIZING ACCEPTANCE OF A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT FOR THE PURCHASE OF ONE (1) TRUCK MOUNTED HIGH PRESSURE SEWER CLEANER THROUGH STANDARD EQUIPMENT COMPANY OF CHICAGO

WHEREAS, the Department of Public Works Utility division has engaged in an aggressive infrastructure maintenance program that has proven beneficial to its residents by helping to alleviate blockages within sanitary and storm sewers; and

WHEREAS, the current fleet of sewer maintenance equipment contains a twenty-year-old Truck Mounted High Pressure Sewer Cleaner that suffers multiple breakdowns and excessive downtime, and has had operational problems withstanding the high-volume usage required to support the sewer maintenance programs; and

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

WHEREAS, the National Joint Powers Alliance (NJPA) solicited and received competitive bids for different types of municipal vehicles and subsequently issued a contract to Vactor Manufacturing Inc. to build and furnish Sewer Jetting Machines that meet the Village's specifications; and

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

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the NJPA contract for the purchase of one (1) 2017 Vactor 850 Series Ramjet Truck Mounted High Pressure Sewer Cleaner through Standard Equipment Company of Chicago; and

WHEREAS, the described vehicle for the Utility Division will now be included in the Public Works CERF budget; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the National Joint Powers Alliance contract is accepted and the Village Manager is hereby authorized to issue a purchase order to Standard Equipment Company, local supplier for the awarded bidder Vactor Manufacturing Inc., at a cost not to exceed \$238,990.

To Regular Agenda

Trustee _____ moved, seconded by Trustee _____
that Resolution No. **17-**_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

Adopted this _____ day of _____, 2017, by the President and Board
of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



Jeff Wolfgram
Village of Wheeling
77 W Hintz Rd
Wheeling, IL 60090

January 9, 2017

Dear Jeff,

Thank you for your interest in working with Standard Equipment for your sewer cleaning needs. Below is a quote for a Vactor RamJet 850. The pricing is based on the NJPA purchasing contract # 022014-FSC. Listed below are the options included in this quote:

850 Series RamJet
Rear Mounted Hose Reel
Air Purge System
Cold Weather Recirc
Indexing Auto Wind Guide
Rear Directional LED Arrow Stick
Work Light, Hose Reel
DOT 3, 6 Light System
Wireless Remote Control
Digital Water Pressure Gauge
Freight

1500 Gallons of Water
Shrouded w/Hood, Pump Cabinet
Heater for Rear Shroud/ Pump
600' Piranha Hose 2500PSI
Digital Footage Counter
Work Light, Operator Station
Work Light, (2) Rear Mounted
Dual Fill
Water Pump Flow Meter
2017 Freightliner Chassis
Training

List Price for Vactor RamJet:	\$ 244,191.00
Less 3% NJPA Discount:	\$ 5,204.00
Total NJPA Purchase Price:	\$ 238,987.00

Thank you again for your interest in working with Standard Equipment for you sewer cleaning needs. Please let me know if there are any questions regarding this quote.

Respectfully,

Steve Szymczak
Standard Equipment CO.
312-241-4449

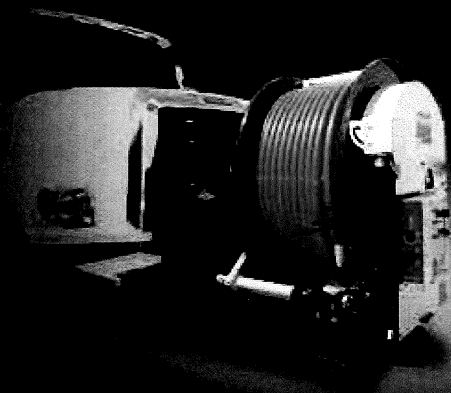
To Regular Agenda

VACTOR[®]

Subsidiary of Federal Signal Corporation

RAMJET[®]

TRUCK SERIES JETTERS



The Proven Leader



For nearly 50 years, Vactor Manufacturing has been the leader in building sewer cleaners with technological innovation and customized design. The latest series, the RamJet® 850 is raising the bar for truck jettters. However, Vactor is more than a provider of equipment, we deliver solutions. We search for new ways to make the job safer, easier and more efficient from beginning to end.

That relentless search is what led to the development of the Vactor RamJet 850 with an innovative rear hose reel shroud and Park-N-Clean™ technology. Whether it's a front or rear mounted hose reel, every RamJet is built to your needs with quality, tested components and backed by the most experienced dealer network in the industry.



CUSTOMIZED SOLUTIONS

- Once our team helps you select the jetter that is right for you, your Vactor will be built to those specifications.
- Our exclusive Modul-Flex design process allows us to configure the unit modules to your specific needs, including optional features

POWERFUL SUPPORT

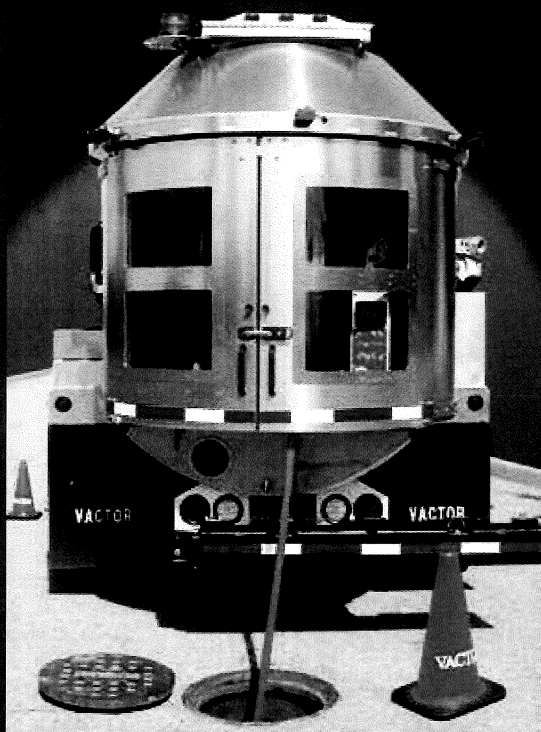
- Vactor offers a facility and dealer network dedicated to training you and your team on the operation of your Vactor equipment throughout the life of the product.
- With your new Vactor comes an entire team of factory trained service experts to ensure the very best in maintenance and repair for absolute peace of mind.

UNMATCHED QUALITY

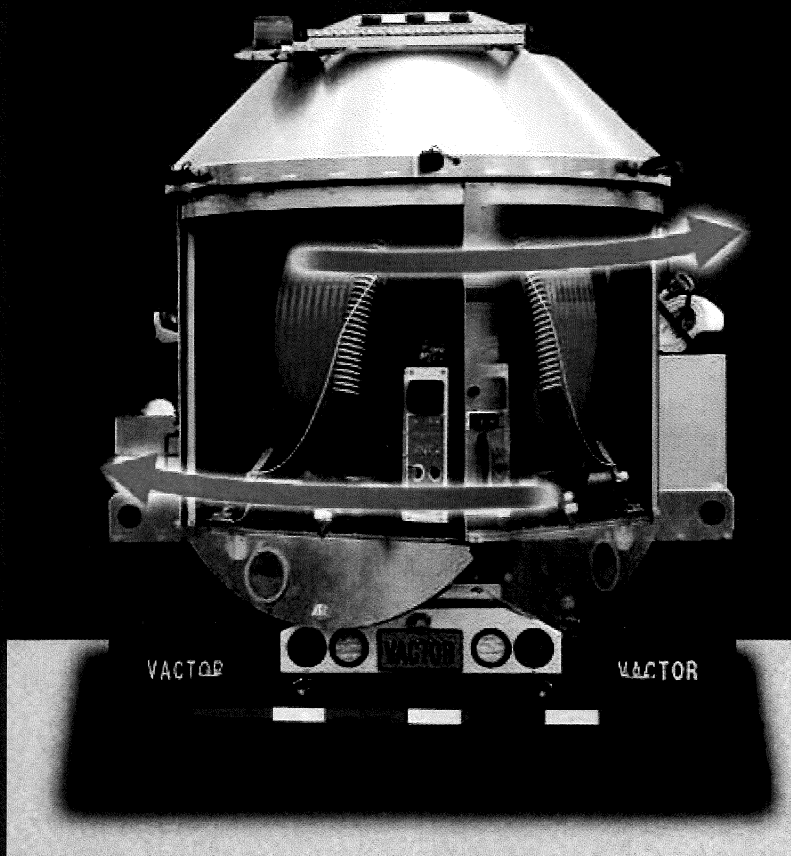
- We introduced the original truck jetter series over 40 years ago. The RamJet 850 Series raises the bar for truck jetter operational ease and performance.
- Vactor products are painted prior to the assembly process, tested to ensure quality and proudly assembled in the USA using only the finest materials
- Vactor is an ISO 9001:2008 certified company

VACTOR® RAMJET® TRUCK SERIES JETTER

REAR-MOUNTED HOSE REEL



The revolutionary rotating hose reel with integral shroud.



The reel can rotate a total of 180 degrees, 90 degrees to curb side and 90 degrees to street side providing direct alignment to manholes.

REAR HOSE REEL

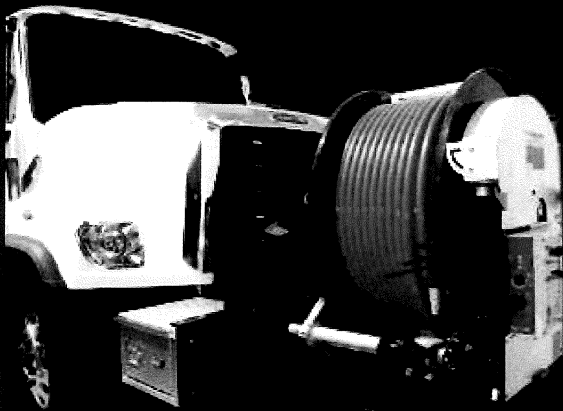
- The standard rear hose reel has a capacity of 700 feet of 1 inch hose.
- The reel can rotate a total of 180 degrees, 90 degrees to curb side and 90 degrees to street side providing direct alignment to manholes.
- An integral aluminum rear shroud with heavy duty, see-through Lexan windows is available. Operating with the doors closed optimizes the heat containment for cold weather protection better than any jetter in its class. (Shroud without windows also available)



JetRodder® Water Pump Heated Cabinet*

- The aluminum heated enclosure keeps the pump and plumbing covered and protected at all times.
- The water pump is located at the side of the unit below the top of the chassis frame allowing 100% of the water to gravity feed the pump to optimize water pump efficiency and eliminate the potential for water pump damage due to cavitation.
- The pump location provides complete access for operation and maintenance from ground level.

**Optional*



FRONT-MOUNTED HOSE REEL

FRONT HOSE REEL

- The standard front hose reel has a capacity of 800 feet of 1 inch hose.
- The front hose reel can telescope up to 15 inches forward and rotate up to 270 degrees providing direct alignment to manholes.

The original front telescoping/rotating reel was first introduced in 1989.



E-STOP

- E-Stops are located at all operator control points and are designed to bring the unit to a safe condition to protect both the operator and equipment.

WATER TANK

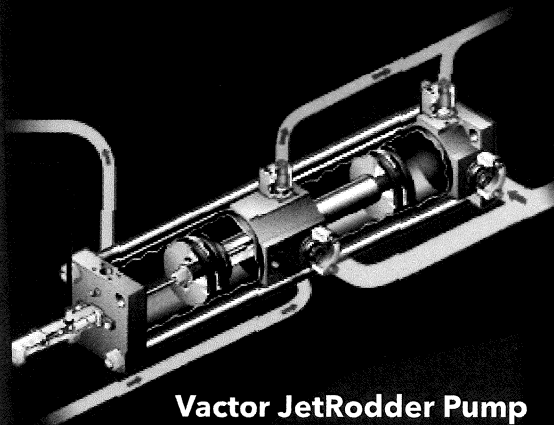
- The stainless steel tank is round with domed ends providing strength and corrosion protection.
- The water tank features a ten (10) year warranty as standard.
- The water tank fill features a 3 inch "Y" strainer with 80 mesh stainless steel filter screen. A quick disconnect cam lock fitting for 2-1/2" fill hose is on street side and curbside.





To Regular Agenda

MAKING THE BEST EVEN BETTER.



Vactor JetRodder Pump

JETRODDER® WATER PUMP UNIQUELY DESIGNED FOR SEWER CLEANING

- The Vactor water pump system offers industry leading certified flow of 0 to 80 GPM at a variable pressure up to 2500 PSI at the hose reel for the flexibility to clean any size line.
- Capable of smooth flow at the nozzle for general cleaning and root cutting. Activate the powerful "Jackhammer" action for long runs or difficult blockages.
- The Vactor JetRodder pump leads the industry in longevity and care free maintenance.

EASY TO USE INTELLIVIEW® ELECTRONIC CONTROL AND MONITORING SYSTEM

- The RamJet 850 incorporates the industry leading IntelliView® electronic control and monitoring system also featured on Vactor's 2100 Plus line of combination sewer cleaners.
- Real-time water flow, pressure, and hose footage are displayed on an easy-to-read monitor, as well as critical maintenance and engine information.
- The electronic control system ensures proper sequencing of functions to prevent misuse of the machine and provides an unmatched level of safety.
- Diagnostics built into the system make troubleshooting issues simple and intuitive.

PARK-N-CLEAN™ TECHNOLOGY FOR BETTER PERFORMANCE

- The RamJet 850 features Vactor's Park-N-Clean technology, a system that allows the operator to literally park near the manhole and be cleaning within a minute or two – requiring minimal setup time.
- Simple controls located at the hose reel or on the optional remote control put the operator comfortably in control of all machine functions.
- The Vactor water system with multi-flow allows you to set a lower desired flow at a lower rpm without diverting high pressure water back to the water tank. The end result is better fuel efficiency and less wear on components.





RamJet 850 Basic Specifications

CHASSIS

- Cummins ISL 270 HP (or equivalent)
- Allison 3500 RDS Automatic Transmission

WATER PUMP

- Exclusive Vactor JetRodder Pump
- 80 GPM @ 2500 PSI (other flows/pressures available)
- Curb side mounted to provide easy ground level access and fully flooded inlet.
- Two year warranty
- Optional integral heated enclosure available

WATER TANK

- 1500 gallon (other capacities available)
- 304 stainless steel
- Ten year warranty

HOSE REEL

- Front mount
 - 15" telescoping, 270 degrees rotating
 - Capacities up to 1" x 1000'
- Rear mount
 - 180 degrees rotating
 - Capacities up to 1" x 1000'
 - Integral heated enclosure available

Warranty

Vactor RamJet 850 Series is warranted against defects in material and workmanship for a period of 12 months from the date of delivery, 2 years on the JetRodder water pump, 10 years on the water tank. Optional extended warranty packages are available. Consult your Vactor dealer for complete warranty information.



vactor.com

Specifications subject to change without notice. Some products shown with optional equipment. RamJet, IntelliView, Park-N-Clean and JetRodder are registered trademarks of Vactor Manufacturing. Vactor is a registered trademark of Federal Signal. Federal Signal Corporation is listed in the NYSE by the symbol FSS.

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Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 U.S.A.

(815) 672-3171 Phone • (815) 672-2779 Fax

Prepared for:
 2017 M2106 ISL 270 REAR HOSE REEL
 VACTOR MANUFACTURING JRFS270A
 2017
 1621 S ILLINOIS STREET
 STREATOR, IL 61364
 Phone: 815-672-3171

To Regular Agenda

Prepared by:
 Bob Jensen
 TRANSCHICAGO TRUCK GROUP
 776 N. YORK ROAD
 ELMHURST, IL 60126
 Phone: 630-279-0600 ext.631

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-10M	M2 PRL-10M (EFF:02/11/15)			N/C
Data Version				
DRL-033	SPECPRO21 DATA RELEASE VER 033			N/C
Vehicle Configuration				
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	\$97,421.00
004-216	2016 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1UT	UTILITY BUSINESS SEGMENT			N/C
AA4-002	LIQUID BULK COMMODITY			N/C
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			N/C
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 37000.0 lbs			

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Data Code	Description	Weight Front	Weight Rear	Retail Price
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM			N/C
128-998	NO RETARDER			(\$12.00)
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$852.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			N/C
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
	MOUNT FRONT BOLT PATTERN OF DEF TANK AT FREIGHTLINER FRAME STATION 2950. ACORDING TO FRAME DRAW LAYOUT 504400T			
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK			\$32.00
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			\$59.00
273-048	HORTON 2 SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			\$380.00
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			\$18.00
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	20		N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			STD
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB			\$43.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$38.00
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S			N/C
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE			\$863.00
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
427-001	FRONT BRAKE DUST SHIELDS	5		\$109.00
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-012	TRW TAS-85 POWER STEERING	40		N/C

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Data Code	Description	Weight Front	Weight Rear	Retail Price
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		N/C
* 479-005	AIR DRYER MOUNTED INBOARD ON RH RAIL			\$68.00
	MOUNT BOLT PATTERN OF AIR DRYER AT FREIGHTLINER FRAME STATION 2950. ACCORDING TO FRAME DRAW 504400T			
* 460-008	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL			\$4.00
	MOUNT PASSENGER SIDE AIR TANK HANGERS AT FL FRAME STATION 3850 AND 4400. MOUNT DRIVER SIDE AIR TANK HANGERS AT FL FRAME STATION AT 4100 AND 4300. ACCORDING TO FRAME DRAW 504400T			
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
* 485-045	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE			\$193.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE			STD
Wheelbase & Frame				
545-447	4475MM (176 INCH) WHEELBASE			N/C
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	10	120	\$236.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 110.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 107.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 268.39			

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	Data Code	Description	Weight Front	Weight Rear	Retail Price
*	221-009	FUEL COOLER MOUNTED RIGHT HAND IN RAIL	10		\$259.00
		MOUNT FRONT BOLT PATTERN OF FUEL COOLER AT FRTLNR FRAME STATION 3400. ACCORDING TO FRAME DRILL LAYOUT 504400S			
Tires					
	093-2DV	CONTINENTAL HSC1 12R22.5 16 PLY RADIAL FRONT TIRES	50		\$200.00
	094-1RB	CONTINENTAL HDL2 11R22.5 14 PLY RADIAL REAR TIRES		44	(\$232.00)
Hubs					
	418-056	CONMET PRESET PLUS IRON FRONT HUBS			STD
	450-056	CONMET PRESET PLUS IRON REAR HUBS			STD
Wheels					
	502-356	ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28		\$458.00
	505-717	ACCURIDE 50408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS			N/C
	524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY			\$46.00
	496-011	FRONT WHEEL MOUNTING NUTS			STD
	497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior					
	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
	650-008	AIR CAB MOUNTS			\$118.00
	648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			\$46.00
	678-001	LH AND RH GRAB HANDLES			STD
	646-009	PAINTED PLASTIC GRILLE			STD
	65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
	644-004	FIBERGLASS HOOD			STD
	690-002	TUNNEL/FIREWALL LINER			\$40.00
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$111.00
	726-001	SINGLE ELECTRIC HORN			STD
	728-001	SINGLE HORN SHIELD			N/C
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
	312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
	302-001	(5) AMBER MARKER LIGHTS			STD

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Data Code	Description	Weight Front	Weight Rear	Retail Price
* 689-804	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER. INSTALL SPECIFIC FOR VACTOR BODY. PLUMBING FROM ENG TO RAIL MTD SHUTOFF VALVES AT CUSTOMER SPECIFIED LOCATION			\$414.00
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES			\$45.00
* 724-001	AUXILIARY HEATER PLUMBING			N/C
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			\$16.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$221.00
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT			STD
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		\$69.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			\$2.00
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			\$2.00
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-003	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS			\$35.00

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Data Code	Description	Weight Front	Weight Rear	Retail Price
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
869-998	NO MISCELLANEOUS GAUGES			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
98K-998	NO FUEL TANK CABINET PAINT			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price **

~~\$121,976.00~~

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**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: February 6, 2017

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Approving a Three-Year Contract with Fountain Technologies, Ltd. for Fountain Maintenance Services at a Cost Not to Exceed \$35,830.19 Annually for a Total Cost of \$107,490.57

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Recommendation to waive competitive bidding and approve a three-year contract with Fountain Technologies, Ltd., located in Wheeling, to maintain Friendship and Lehmann Park fountains in a total amount not to exceed \$35,830.19 annually for a total cost of \$107,490.57.

BUDGET²: Included for the FY 2017 budget

BIDDING³: Public bids were solicited in 2007, with Fountain Technologies, Ltd. determined to be the lowest-cost qualified and responsible bidder. Fountain Technologies, Ltd. has proposed a fixed annual proposal price of \$35,830.19.

EXHIBIT(S) ATTACHED: Memorandum, Proposal, Resolution, Contract Document

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 2, 2017
SUBJECT: Fountain Maintenance Services

EXECUTIVE SUMMARY

Due to the limited number of vendors available that perform municipal fountain maintenance services, Public Works recommends waiving competitive bidding and approving a three-year contract amount totaling \$107,490.57 with Fountain Technologies, Ltd., a company that has provided consistent, high-quality maintenance services for the Village since 2003.

Fountain maintenance within the Village includes twice-a-week service for eight months, work that entails a variety of tasks, including but not limited to brushing walls, vacuuming, checking chlorine levels, cleaning drain return sumps, checking filters, cleaning strainers on filter pumps, and checking all fountain operations, as well as spring startup and fall winterization. Public Works personnel are unable to perform such required fountain maintenance as it entails specialized vacuuming equipment, chemical applications, and specific training.

The most recent fountain maintenance contract was publicly bid in 2007, when a contract was awarded to Fountain Technologies, Ltd., located in Wheeling. The contract contained four one-year renewal options, with the last renewal expiring in 2011. Since 2011, contracts have been renewed with Fountain Technologies after proper Board consideration and approval, including waiver of competitive bidding. The reasons for such a waiver include the fact that the industry for fountain maintenance, especially for municipal fountains, is limited to very few companies. It should be noted that Fountain Technologies performed all original mechanical construction work for the Friendship and Lehmann Park fountains, as well as the design and installation of the new LED lighting systems for these fountains. In 2007 only one other bid was submitted; however, that proposal did not meet the two-hour response time requirement of the bid request. Since Fountain Technologies is located in Wheeling, the company has consistently responded quickly to fountain emergencies.

Fountain Technologies has provided Public Works with a three-year proposal with an annual not-to-exceed price of \$35,830.19, resulting in a total contract price of \$107,490.57. This proposed annual price reflects an increase of 3% from the annual maintenance price that has been in place since 2007.

Public Works recommends approval of the subject contract. With your concurrence, please include this item on the Monday, February 6, 2017 Board meeting agenda.

RESOLUTION NO. 17 - _____

RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A THREE-YEAR CONTRACT WITH FOUNTAIN TECHNOLOGIES, LTD. FOR FOUNTAIN MAINTENANCE SERVICES AT A COST NOT TO EXCEED \$35,830.19 ANNUALLY FOR A TOTAL COST OF \$107,490.57

WHEREAS, funds are allocated annually in the Public Works operating budget for the maintenance of municipal fountains, individually located at the northeast and northwest corners of Milwaukee Avenue and Dundee Road (commonly known as the Friendship Park and Lehmann fountains respectively); and

WHEREAS, the industry for fountain maintenance, especially for municipal fountains, is very limited; and

WHEREAS, public bids were received in February, 2007, revealing Fountain Technologies, Ltd. of Wheeling, Illinois, to be the lowest-cost qualified and responsible bidder; and

WHEREAS, the 2007 bid proposal and its renewal options expired in 2011, and since that time staff has waived competitive bidding and contracted with Fountain Technologies Ltd. with proper Board approval; and

WHEREAS, Fountain Technologies, Ltd. has provided a three-year proposal reflecting an annual not-to-exceed cost of \$35,830.19, for a total contract amount of \$107,490.57; and

WHEREAS, fountain maintenance includes twice-a-week service for eight months that entails a variety of work, as well as spring startup and fall winterization; and

WHEREAS, Public Works is unable to perform the maintenance as it entails specialized equipment, chemicals, specific training, and additional staff; and

WHEREAS, Fountain Technologies, Ltd. has thorough knowledge of the mechanical operations of the fountains as they assisted in the design and performed all mechanical construction work for said fountains; and

WHEREAS, the Public Works Department has had a successful relationship with Fountain Technologies, Ltd. since operation of the fountains began in 2003; and

WHEREAS, the referenced work is necessary and in the best interest of the Village of Wheeling.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived, a three (3) year proposal is approved, and the Village President is hereby authorized to execute a contract with Fountain Technologies Ltd. for fountain maintenance services at a not-to-exceed price of \$35,830.19 annually, as outlined in a proposal dated August 2, 2016, for a total cost of \$107,490.57.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

To Regular Agenda

**VILLAGE OF WHEELING
CONTRACT DOCUMENT**

This **AGREEMENT** ("**Agreement**") is dated as of the _____ day of _____, 2017, and is by and between the **VILLAGE OF WHEELING** ("**Village**"), an Illinois home rule municipal corporation and the Contractor identified in Section I.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory and home rule powers, the parties agree as follows:

SECTION I. CONTRACTOR

- A. Engagement of Contractor.** The Village desires to engage the Contractor identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Contractor Name ("Contractor")	<u>Fountain Technologies Ltd.</u>
Address	<u>423 Denniston Court</u>
City, State, Zip	<u>Wheeling, IL</u>
Phone	<u>847-537-3677</u>
Email	<u></u>
Project Name/Description	<u>Friendship Park Fountain, Lehmann Fountain</u>
Agreement Amount	<u>\$35,830.19 for 2017; \$35,830.19 for 2018 and \$35,830.19 for 2019</u>

- B. Project Description.** The Project includes the maintenance of the Friendship Park and Lehman Fountains located at the NE and NW corners of Milwaukee Avenue and Dundee Road, respectively. The services that will be performed by the Contractor are as follows:

**FOUNTAIN MAINTENANCE
7 N. MILWAUKEE AVENUE - NORTHEAST CORNER OF MILWAUKEE
AVENUE AND DUNDEE ROAD IN WHEELING**

The following tasks are to be performed twice weekly on mutually agreed upon days:

VACUUM INDIVIDUAL FOUNTAIN POOLS (7)
BRUSH ALL WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR
CHECK CLORINE LEVEL @ POOL WITH CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY CONTRACTOR AND INCLUDED IN TOTAL MAINTENANCE COST)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (11)
CHECK OPERATION OF CASCADE NOZZLES (3) @ TOP POOL
CHECK OPERATION OF WIND CONTROL
CHECK AND CLEAN SKIMMERS (4)

CHECK OPERATION OF 20 H.P. FEATURE PUMP
CHECK OPERATION OF 1-1/2 H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP AND FILTER PUMP
CHECK SAND FILTER(S), FILL AS NEEDED, CHECK PRESSURE GAUGE
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL
CHECK VENTILATION FAN
CHECK AND SET TIMERS AS NEEDED

FOUNTAIN MAINTENANCE
6 N. MILWAUKEE AVENUE - NORTHWEST CORNER OF MILWAUKEE
AVENUE AND DUNDEE ROAD IN WHEELING

The following tasks are to be performed twice weekly on mutually agreed upon days.

VACUUM FOUNTAIN POOL(S) (2)
BRUSH WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR
CHECK CLORINE LEVEL @ POOL WITH CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY CONTRACTOR AND INCLUDED IN TOTAL MAINTENANCE COST)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (4)
CHECK OPERATION OF CASCADE JETS (5) @ TOP POOL
CHECK & CLEAN SKIMMERS (4)
CHECK OPERATION OF 7-1/2 H.P. FEATURE PUMP
CHECK OPERATION OF 5 H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP AND FILTER PUMP
CHECK & TEST OPERATION OF SUMP PUMP IN EQUIPMENT VAULT
CHECK VENTILATION FAN
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION FOR LEVEL CONTROL IN POOL
CHECK & SET TIMERS AS NEEDED

INCLUDED SERVICES FOR BOTH FOUNTAINS WILL BE SPRING START-UP AND FALL SHUT-DOWN AND WINTERIZATION. DAMAGES OR FAILURES DIRECTLY ATTRIBUTABLE TO IMPROPER WINTERIZATION WILL BE REPAIRED AT THE CONTRACTOR'S COST.

THE SERVICES REQUIRED WILL BE BASED ON EIGHT (8) MONTHS OF FOUNTAIN OPERATION DURING THE CALENDAR YEAR 2016.

- C. **Representations of Contractor.** The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION II. SCOPE OF SERVICES

- A. **Retention of the Contractor.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services.
- B. **Services.** The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement: Time of Performance.** The Contractor shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (“Commencement Date”). The Contractor shall diligently and continuously prosecute the Services during the eight month season that the fountains are in operation.
- D. **Reporting.** The Contractor shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION III. COMPENSATION AND METHOD OF PAYMENT

- A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section I.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections III.D or III.E of this Agreement.
- B. **Invoices and Payment.** The Contractor shall submit invoices in an approved format to the Village for costs incurred by the Contractor in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Contractor the amount billed within 30 days after receiving such an invoice.
- C. **Records.** The Contractor shall maintain records showing actual time devoted, type of work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement.
- D. **Claim in Addition to Agreement Amount.**
 - 1. The Contractor shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.
 - 2. The Contractor acknowledges and agrees that: (a) the provision of written notice pursuant to Section III.D.1 of this Agreement shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section VI.A of this Agreement.
 - 3. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.
- E. **Additional Services.** The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by

the Contractor that are outside the scope of this Agreement (“Additional Services”), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

- F. Taxes, Benefits and Royalties.** Each payment by the Village to the Contractor includes all applicable federal, state and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Contractor.

SECTION IV. STANDARD OF SERVICES AND INDEMNIFICATION

- A. Representation and Certification of Services.** The Contractor represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized similar firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

- B. Indemnification.** The Contractor shall, and does hereby agree to, indemnify, save harmless, and defend the Village as well as its elected officials, employees, agents or assigns against all damages, liability, claims, losses, and expenses (including attorneys’ fees) that may arise, or be alleged to have arisen, out of or in connection with the Contractor’s performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section V.A of this Agreement.

- C. Insurance.**

1. The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

2. The Contractor shall furnish a copy of certificates, with the Village named as an additional insured, showing the following minimum coverage in an insurance company acceptable to the Village. Policy will contain a waiver of subrogation clause in favor of the Village of Wheeling.

- a) Commercial General Liability Coverage

Limits:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal and Advertising	\$1,000,000

The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

b) Commercial Automobile Liability Coverage

Limits:	Each Occurrence	\$1,000,000
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The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

c) Workers Compensation Coverage

Limits:	Coverage A	Statutory
	Coverage B	\$1,000,000

Policy will contain a waiver of subrogation clause in favor of the Village of Wheeling. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

d) Umbrella Liability Coverage

Limits:	Each Occurrence	\$4,000,000
	Aggregate	\$4,000,000

The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

e) Professional Liability Coverage (Required only where contracts are for professional services)

Limits:	Each Occurrence	\$1,000,000
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Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company. The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

3. The Contractor shall have the following obligations with regard to insurance coverage for the work under this Contract:

- a. All Certificates of Insurance required to be obtained by the Contractor that provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without Thirty (30) Days prior written notice

given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.

- b. All insurance required of the Contractor shall state that it is Primary Insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - 1) allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance;
 - 2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
- e. The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village.
- f. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- g. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION V. CONTRACTOR AGREEMENT GENERAL PROVISIONS

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

- B. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligation under this Agreement; and (3) neither contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligation under this Agreement.
- C. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.
- E. Compliance with the Laws and Grants.**
1. **Compliance with Laws.** The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex or other prohibited classification, including without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human

Rights Act. The Contractor shall execute the certifications attached hereto as Exhibits A-C.

2. Prevailing Wage. It is hereby stipulated that the Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the Instructions to Bidders for this Contract to all laborers, workers and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

Prevailing wage rates must be posted per State law. The current Cook County Prevailing Wage Schedule shall be incorporated into the Contract Documents.

Each contractor and subcontractor participating on this Project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classification; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Village consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies (See Exhibit "D" for the certificate required to accompany this requested information.): (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

3. Liability for Noncompliance. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractors, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.
 4. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- F. Default.** If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of

Default within ten (10) business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.
 2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due to or to become due under this Agreement after the effective date of termination.
 3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as a result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.
- G. No Additional Obligation.** The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.
- H. Village Authority.** Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor to, vendors shall be subject to the approval of the Village. For purposes of this Section 5.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Contractor without the knowledge and approval of the Village.
- I. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance and completion of the Services and with any other Contractors engaged by the Village.
- J. News Releases.** The Contractor shall not issue any news releases, advertisements or other public statements regarding the Services without the prior written consent of the Village Manager.
- K. Ownership.** Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Contractor in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

SECTION VI. GENERAL PROVISIONS

- A. Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.
- B. Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.
- C. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Contractor and their agents, successors, and assigns.
- D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section VI.D., each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090
Attn: Village Manager

Notices and communications to the Contractors shall be addressed to, and delivered at, the following address:

Fountain Technologies
423 Denniston Court
Wheeling, IL 60090
Attn: Matthew Saulka

- E. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against the Village.
- F. Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

- H. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.
- I. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- J. Authority to Execute.**
1. **The Village.** The Village hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
 2. **The Contractor.** The Contractor hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.
- K. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- L. Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village’s or the Contractor’s right to enforce such rights or any other rights.
- M. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- N. Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.
- O. Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- P. Headings.** The headings, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Agreement.

Q. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

R. Counterpart Execution. Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day
of _____, 2017.

ATTEST:

VILLAGE OF WHEELING:

By: _____
Elaine E. Simpson
Village Clerk

By: _____
Jon A. Sfondilis
Village Manager

FOUNTAIN TECHNOLOGIES:

By: _____
(Print Name)

Its _____

EXHIBIT "A"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for
_____, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to

before me this _____

day of _____, 20__.

NOTARY PUBLIC

EXHIBIT "B"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for
_____, to the Village of Wheeling, hereby certifies that said
contractor is not delinquent in the payment of any tax administered by the Illinois Department of
Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with
procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to

before me this _____

day of _____, 20____.

NOTARY PUBLIC

EXHIBIT "C"

CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382

_____ hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing,
49 CFR 382 et.seq.,and that _____
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the
aforementioned rules.

[Company Name]

By: _____

Its: _____

Subscribed and sworn to
before me this _____
day of _____, 20____.

NOTARY PUBLIC

EXHIBIT "D"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, _____ (name) certify under oath that I am
employed as the _____ (title) of _____,

a subcontractor that has performed work on the _____ (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

[Company Name]

By:

Name/Title

Signature

Subscribed and sworn to

before me this _____

day of _____, 20____.

NOTARY PUBLIC

fountain technologies

August 2, 2016

Mr. Chuck Spratt
Village of Wheeling
77 W. Hintz Road
Wheeling, Illinois 60090

RE: FRIENDSHIP PARK FOUNTAIN SERVICE

Dear Mr. Spratt;

Fountain Technologies, Ltd. is pleased to provide you with the following proposal for maintenance of the fountain(s) at Friendship Park. Twice weekly we will perform the following fountain maintenance for the 2017 season and our offering an additional option of a (3) year contract with a fixed price.

NORTHEAST FOUNTAIN

VACUUM INDIVIDUAL FOUNTAIN POOLS (7)
BRUSH ALL WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR. CHECK CHLORINE LEVEL @ POOL WITH
CHEMICAL TESTING. (ALL CHEMICAL PROVIDED BY FOUNTAIN
TECHNOLOGIES, LTD.)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (11)
CHECK OPERATION OF CASCADE NOZZLES (3) @ TOP POOL
CHECK OPERATION OF WIND CONTROL
CHECK AND CLEAN SKIMMERS (4)
CHECK OPERATION OF 20 H.P. FEATURE PUMP
CHECK OPERATION OF 1 ½ H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP & FILTER PUMP
CHECK SAND FILTER AND READ PRESSURE GAUGE
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL
CHECK VENTILATION FAN
CHECK & SET TIMERS AS NEEDED

fountain technologies, ltd.

423 Denniston Ct.

Wheeling, Illinois 60090

847.537.3677 • Fax 847.537.9904

NORTHWEST FOUNTAIN

VACUUM FOUNTAIN POOL(S) (2)

BRUSH WALLS

CHECK AND ADJUST FOR CORRECT OPERATION

CHECK & FILL BROMINATOR, CHECK CHLORINE LEVEL @ POOL WITH
CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY FOUNTAIN
TECHNOLOGIES, LTD)

CHECK FRESH WATER FILL ASSEMBLY

CHECK LED LIGHTS FOR CORRECT OPERATION

CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (4).

CHECK OPERATION OF CASCADE JETS (5) @ TOP POOL.

CHECK & CLEAN SKIMMERS (4)

CHECK OPERATION OF 7 ½ H.P. FEATURE PUMP

CHECK OPERATION OF 5 H.P. FILTER PUMP

CLEAN STRAINERS ON FEATURE PUMP & FILTER PUMP

CHECK & TEST OPERATION OF SUMP PUMP IN EQUIPMENT VAULT

CHECK VENTILATION FAN

CHECK CONTROL PANEL

CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL

CHECK & SET TIMES AS NEEDED.

IF LED LIGHTS REQUIRE REPLACEMENT PARTS THAT IS NOT INCLUDED IN
THIS QUOTE.

**WE WILL PROVIDE TWICE A WEEK SERVICE AS WELL AS SPRING
SUMMARIZATION AND FALL WINTERIZATION FOR \$35,830.19.**

**WE WILL HOLD THIS PRICE WITH A (3) YEAR CONTRACT THRU THE
2017, 2018 AND 2019 SEASON.**

If you have any questions, please call me.

Sincerely,

FOUNTAIN TECHNOLOGIES, LTD.



Matthew Saulka

CONTRACT ACCEPTANCE & DATE

fountain technologies, ltd.

423 Denniston Ct.

Wheeling, Illinois 60090

847.537.3677 • Fax 847.537.9904