

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 TUESDAY, FEBRUARY 21, 2017 at 6:30 P.M.
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 16, 2017
 Regular Meeting of February 6, 2017
- 5. CHANGES TO THE AGENDA**
- 6. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

PROCLAMATION	Professional Social Work Month – March 2017
PROCLAMATION	Athletic Training Month – March 2017
PROCLAMATION	Holmes Middle School Jazz Ensemble

7. APPOINTMENTS AND CONFIRMATIONS

Valerie Abruscato, Board of Health Commissioner

8. ADMINISTRATION OF OATHS

Valerie Abruscato, Board of Health Commissioner

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. Resolution** [Waiving the Fidelity Bond Requirements for Lincolnshire Fraternal Order of Police Lodge 181 to Conduct a Raffle Event March 22–23, 2017](#)

B. [**Resolution** Authorizing the Village Manager to Execute a One-Year Contract Extension Not-to-Exceed \\$40,000 with Schroeder & Schroeder, Inc. for the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Program](#)

C. [**Ordinance** Declaring as Surplus and Authorizing the Disposal of Municipal Property \(Computer Equipment\) Owned by the Village of Wheeling](#)

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 7150 Capitol Drive](#)

1. Public Hearing Re: Request for Cook County Class 6B Property Tax Exemption from 7150 Capitol Drive LLC, Contract Purchaser

2. Resolution Consenting to a Cook County Class 6B Real Estate Tax Assessment Classification for the Property Located at 7150 Capitol Drive in the Village of Wheeling, Illinois

B. [**Ordinance and Resolution Re: Builder's Asphalt, 571 S. Wheeling Road**](#)

1. Ordinance Vacating a Certain Portion of Unimproved Commercial Drive Right of Way

2. Resolution Awarding Compensatory Storage Credit to Facilitate the Development of 571 S. Wheeling Road

C. [**Resolution** Authorizing the Village Manager to Execute a Contract with Langos Corp. For Demolition Services Related to the Fox Point Mobile Home Park Relocation Program](#)

D. [**Resolution** Accepting a Bid and Approving a Contract in the Amount of \\$439,586.25 with Whitaker Contracting Corp. for High Density Mineral Bond \(HA5\) Asphalt Treatment Program](#)

E. [**Resolution** Authorizing Change Order Number 3 to the Consultant Contract with V3 Companies Inc., for 115 and 119 South Milwaukee Avenue Environmental Remediation](#)

F. DISCUSSION RE: Concept Review of Cambridge Chase at Wolf Crossing, 415 N. Wolf Road

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS February 2, 2017 – February 15, 2017

16. EXECUTIVE SESSION

17. RECONVENE FROM EXECUTIVE SESSION – DISCUSSION

18. ADJOURNMENT

*~THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99~
IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING, BUT REQUIRE AN AUXILIARY AID
SUCH AS A SIGN LANGUAGE INTERPRETER, CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.*

PROCLAMATION Village of Wheeling

Professional Social Work Month – March 2017

"Social Workers Stand Up!"

WHEREAS, the primary mission of the Social Work profession is to enhance human well-being and help meet the basic needs of all people, especially the most vulnerable in society; and

WHEREAS, Social Workers embody this year's Social Work Month theme, "Social Workers Stand Up!" by serving, advocating for, and empowering millions of Americans each day; and

WHEREAS, Social Workers embody the theme of this year's World Social Work Day on March 21, 2017, "Promoting Community and Environmental Sustainability," by working with individuals, organizations, and local and federal government to improve communities and protect the environment; and

WHEREAS, Social Work is one of the fastest growing careers in the United States, with almost 650,000 members of the profession; and

WHEREAS, Social Workers work in all areas of our society to improve happiness, health and prosperity, including in government, schools, universities, social service agencies, communities, the military and mental health and health care facilities; and

WHEREAS, Social Workers have pushed for decades to ensure equal rights for all, including women, African Americans, Latinos, people who are disabled, people who are LGBTQ and various ethnic, cultural, and religious groups; and

WHEREAS, Social Workers have been behind and continue to advocate for legislation and policies that reduce racial discord, including renewal of the Voting Rights Act, The Violence Against Women's Act, The Civil Rights Act, the Affordable Care Act, Medicaid, unemployment insurance, workplace safety, and Social Security benefits; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States, and work daily to help people overcome substance use disorders and mental illnesses such as depression and anxiety; and

WHEREAS, Social Workers work with older adults and their families to improve their quality of life and ability to live independently and get access to quality care; and

WHEREAS, Social Workers deploy across the United States and the world, helping people overcome earthquakes, floods, wars, and other disasters and return to peace and prosperity.

NOW THEREFORE, in recognition of the numerous contributions made by America's Social Workers, I, Dean S. Argiris, President of the Village of Wheeling, proclaim the month of March 2017 as National Social Work Month and call upon all citizens to join with the National Association of Social Workers and the Village of Wheeling in celebration and support of the Social Work profession.

DATED at the Village of Wheeling this 21st day of February, 2017.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

VILLAGE OF WHEELING PROCLAMATION

NATIONAL ATHLETIC TRAINING MONTH – MARCH 2017

WHEREAS, athletic trainers have a long history of providing quality health care for athletes and those engaged in physical activity based on specific tasks, knowledge, and skills acquired through their nationally regulated educational processes; and,

WHEREAS, athletic trainers provide:

- Prevention of injuries
- Recognition, evaluation, and aggressive treatment
- Rehabilitation
- Health care administration
- Education and guidance; and

WHEREAS, the National Athletic Trainers' Association represents and supports 44,000 members of the athletic training profession employed in the following settings:

- Professional sports
- Colleges and universities
- High schools
- Clinics and hospitals
- Corporate and industrial settings
- Performing arts
- Military branches; and

WHEREAS, leading organizations concerned with athletic training and health care have joined together in a common desire to raise public awareness of the importance of the athletic training profession and to emphasize the importance of quality health care within the aforementioned settings; and

WHEREAS, such an effort will improve health care for athletes and those engaged in physical activity and promote athletic trainer as health care professionals.

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim the month of March as **National Athletic Training Month** in the Village of Wheeling, and I urge all citizens of Wheeling to learn more about the importance of athletic training.

DATED at the Village of Wheeling this 21st day of February, 2017

Dean S. Argiris, Village President

Elaine E. Simpson, Village Clerk

*PROCLAMATION
VILLAGE OF WHEELING*

**Holmes Middle School
~ Jazz Ensemble ~**

WHEREAS, the Holmes Middle School Jazz Ensemble, directed by Bryan Itzkowitz, has had several successes over the last four years; and

WHEREAS, the Jazz Ensemble has received Division 1 ratings at every festival and competition in which they competed over the last four years; and

WHEREAS, in 2015 the Jazz Ensemble received the Outstanding Performance award from DownBeat Magazine; and

WHEREAS, in 2014 and 2017 the Jazz Ensemble earned first place at the Northshore Jazz Festival; and

WHEREAS, at the 2017 Northshore Jazz Festival, the students were awarded a perfect score by each of the three judges, a first in contest history; and

WHEREAS, on December 15, 2016, the Jazz Ensemble performed at the 70th annual Midwest Clinic, an international band and orchestra conference attended by more than 17,000 music professionals and students, marking the first time a District 21 Jazz band has been invited to perform; and

WHEREAS, the success of Holmes Middle School Jazz Ensemble is something in which all members of the Wheeling community can rightfully take pride;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, Illinois, do hereby offer sincere congratulations to the members of Holmes Middle School Jazz Ensemble for their impressive achievements, and wish them success in their future endeavors.

DATED at the Village of Wheeling this 21st day of February, 2017

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO (S): __11.A__
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: Resolution Waiving the Fidelity Bond Requirement for Lincolnshire Fraternal Order of Police Lodge 181 to Conduct a Raffle Event March 22–23, 2017.

SUBMITTED BY: Andrew Jennings,
Director of Community Development

BASIC DESCRIPTION OF ITEM: Request by Lincolnshire Fraternal Order of Police Lodge 181 to waive fidelity bond requirements to conduct a Raffle Event on March 23, 2017. Ticket sales will be conducted March 22 through March 23, 2017.

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Memo, Resolution, Application for Raffle License

RECOMMENDATION: Approval

**SUBMITTED FOR
BOARD APPROVAL:** Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Andrew Jennings, Director of Community Development

DATE: February 13, 2017

SUBJECT: Approval of Bond Waiver for Lincolnshire FOP Lodge 181 Raffle Event

EXECUTIVE SUMMARY

Staff recommends approval of the bond waiver request from Lincolnshire Fraternal Order of Police (FOP) Lodge 181 for a raffle event to take place March 22-23, 2017. The Village Board generally approves this waiver for established non-for-profit organizations whose sole purpose is to generate revenue for charitable causes.

Lincolnshire FOP Lodge 181 has submitted their application to conduct a raffle event pursuant to Wheeling Municipal Code Chapter 4.66, which allows an organization to conduct a raffle and sales of raffle tickets within Wheeling. They are requesting a waiver of the associated fidelity bond requirement as outlined in Chapter 4.66.090 of the Wheeling Municipal Code which states that the Village Board may approve such waiver.

The above organization has been in existence for over 25 years and has chosen our community to host their event at the Westin Chicago Northshore. Ticket sales will take place March 22 and 23, 2017, with the raffle drawing taking place on March 23, 2017.

If you should have any further questions or concerns, please let me know.

ACJ/EM

RESOLUTION NO. 17 - _____

**RESOLUTION WAIVING THE FIDELITY BOND REQUIREMENT FOR LINCOLNSHIRE
FRATERNAL ORDER OF POLICE LODGE 181 TO CONDUCT A RAFFLE EVENT
MARCH 22-23, 2017**

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

WHEREAS, Lincolnshire Fraternal Order of Police Lodge 181, a non-for profit organization, has made proper application for a permit to conduct a Raffle on March 22-23, 2017; and

WHEREAS, Lincolnshire Fraternal Order of Police Lodge 181 has requested a waiver of the fidelity bond requirement as outlined in Wheeling Municipal Code, Chapter 4.66.090.

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 fidelity bond requirement for Lincolnshire Fraternal Order of Police Lodge 181 to conduct a Raffle event and ticket sales in the Village of Wheeling on March 22 and 23, 2017.

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

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

APPROVED 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



PAID

FEB 7 2017

Village of Wheeling
Community Development

COMMUNITY DEVELOPMENT
2 Community Boulevard • Wheeling, IL • 60090
847-459-2620 (fax) 847-459-2656

APPLICATION FOR LICENSE TO CONDUCT RAFFLE

Date February 4, 2017

Name of Organization Lincolnshire FOP Lodge 181

Address 1 Olde Half Day Road / Lincolnshire
Street City
60069 / Lake
Zip Code County

Mailing Address if different from above:

Same / /
Street City Zip Code

Address of Place for Raffles Drawing:

601 N. Milwaukee / Wheeling / 60090
Street City Zip Code

Check type of organization: (attached documentary evidence)

Religious ☐ Charitable ☒ Labor ☐
Fraternal ☒ Educational ☐ Veterans ☐

How long has organization been in existence? 25+ years

Place and date of incorporation: Lincolnshire, IL / Prior to 1990
Place Date

Number of members in good standing: 17

President/Chairperson: Adam M. Hyde

1 Olde Half Day Road, Lincolnshire, IL 60069 /
Address Name Telephone

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Raffles Manager: Adam Hyde

1 Olde Half Day Road, Lincolnshire, IL 60069 / [REDACTED]
Address Telephone

Designate Member(s) who will be responsible for conduct and Operation of Raffles: (attach additional sheet if necessary)

Michael Clark

1 Olde Half Day Road, Lincolnshire, IL 60069 / [REDACTED]
Name Address Telephone

Date(s) for Raffles tickets sales: (include days of the week
Wednesday, March 22, 2017 and Thursday, March 23, 2017

Location of Sales: Westin

601 N. Milwaukee Avenue, Wheeling, IL

Location for Determining Winners: Same

Date(s) for Determining Winners: March 23, 2017

Total retail value of all prizes awarded in single raffle: 1,000

Maximum retail value of each prize awarded in a single raffle: 100

Maximum price charged for each chance sold: \$1.00

Fee attached: Request Waiver

Time period for a license: March 22, 2017 through March 24, 2017

**PURSUANT TO SECTION 4.66.090 UNDER ORDINANCE NO. 1825,
FIDELITY BOND IS ATTACHED:**

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ARE YOU REQUESTING A WAIVER OF FIDELITY BOND PURSUANT TO SECTION 4.66.150?

YES: X

NO: _____

*If yes, complete the following: State reason why the procurement of a bond in the required amount would constitute an undue hardship. Also, state what alternative method will be available to protect the public in lieu of the bond. (attach additional sheet if necessary)

This is a fundraising raffle for our charitable organization,
we are a 501(c)3, #363894415

All raffles will be by tickets for locally donated items.

ATTESTATION

"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for at least 5 years, receding date of this application, and that during this entire 5 year period preceding date of application it has maintained a bona fide membership actively engaged in carrying out its object. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the raffles are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the raffle in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such raffles."

Lincolnshire Fraternal Order of Police Lodge 181

Name of Organization

President/Chairperson

Village Manager /Approved

Date



LINCO01

OP ID: 5D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Durkin Unit The Daniel & Henry Company 150 S. Wacker, Ste. 1625 Chicago, IL 60606 Bill Durkin		312-332-1904	CONTACT NAME: Bill Durkin PHONE (A/C, No, Ext): 312-332-1904 FAX (A/C, No): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACUITY	NAIC # 14184
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Lincolnshire Fraternal Order
of Police Lodge 181
One Olde Half Day Rd
Lincolnshire, IL 60069

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		Z63182	01/27/2017	01/27/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Host Liq \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In respects to the March 2017 Event at Westin Hotel in Wheeling the Village of Wheeling is an Additional Insured in respects the Commercial General Liability coverage only when required by contract.

CERTIFICATE HOLDER

CANCELLATION

The Village of Wheeling
Liquor Control Commission
2 Community Boulevard
Wheeling, IL 60090

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Bill Durkin

VILLAGE OF WHEELING - CASH RECEIPTS

RECD BY: EM 02000023664
PAYOR: CLARK, MICHAEL
TODAY'S DATE: 02/07/17
REGISTER DATE: 02/07/17 TIME: 14:20

DESCRIPTION	AMOUNT
RAFFLE LICENSE	\$26.50
CUST ID: FOP 181/MARCH 22-24, 2017	

TOTAL DUE:	\$26.50

TENDERED:	\$26.50
CHANGE:	\$.00
CHECK :	\$26.50
REF NUM: EM-2618	

To Regular Agenda

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.B

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village Manager to Execute a One-Year Contract Extension Not to Exceed \$40,000 with Schroeder & Schroeder, Inc., for the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution to accept a \$40,000 not-to exceed contract with Schroeder & Schroeder, Inc., to perform the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Program.

BUDGET²: Funds available in 2017 CIP budget

BIDDING³: Six bids were received and opened on March 24, 2016.

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, Bid Tab, 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 15, 2017

SUBJECT: Contract Award for the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Program

EXECUTIVE SUMMARY

Staff recommends Board approval of a one-year contract with Schroeder & Schroeder, Inc., of Skokie, for the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Program in an amount not to exceed \$40,000.

On annual basis, Public Works contracts for concrete flatwork repair and replacement services, including removing and replacing sections of sidewalk, curb and gutter that have been worn or damaged by water penetration, frost heave, shifting ground, excavations, or other factors. The Village has been bidding this work through the Municipal Partnering Initiative (MPI) since 2013.

In 2016, the Village of Glenview led a joint request for bid (RFB) for concrete flatwork repair services. The RFB was for a one-year contract with two additional one-year extensions, based upon acceptable performance by the contractor and approval by the Village Board. The RFB was released on March 10, 2016, and bids were opened on March 24, 2016. Six bids were received with Schroeder & Schroder, Inc. of Skokie, determined to be the lowest cost, qualified, and responsible bidder.

This is the first extension associated with the 2016 RFB. Schroeder & Schroeder, Inc., has agreed to a one-year extension including a 0.6% increase in unit prices as determined by the Consumer Price Index for the Chicago-Gary-Kenosha region. Village staff has been satisfied with the performance of the contractor and is confident they can provide satisfactory service for the 2017 contract. Staff recommends Board approval of a one-year contract extension.

The 2017 Sidewalk Removal and Replacement Program includes removal and replacement of approximately 1,530 lineal feet of sidewalk slabs. In addition to this proposed concrete replacement work, grinding repair of existing sidewalks to reduce trip hazards will also take place, in accordance with Americans with Disabilities Act (ADA) standards. Due to operational changes in the Streets and Forestry division, approximately 400 linear feet of concrete curb and gutter, typically performed in part or all through a contract like this, will be completed by division personnel saving the Village substantial monies.

With your concurrence, please include this item on the February 21, 2017, Board meeting agenda.

RESOLUTION NO. 17-_____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A ONE-YEAR CONTRACT EXTENSION NOT TO EXCEED \$40,000 WITH SCHROEDER & SCHROEDER, INC., FOR THE 2017 SIDEWALK AND MISCELLANEOUS CONCRETE REMOVAL AND REPLACEMENT PROGRAM

WHEREAS, in 2016, the Village of Glenview along with five municipalities jointly bid the Sidewalk and Miscellaneous Concrete Removal and Replacement Project for a one-year contract with two additional optional one-year extensions; and

WHEREAS, six contractors submitted bid proposals at the March 24, 2016 bid opening held at the Village of Glenview; and

WHEREAS, a tabulation and review of the bids revealed Schroeder & Schroeder, Inc. of Skokie, IL to be the lowest cost, qualified, and responsible bidder; and

WHEREAS, this is the first extension associated with the contract including a 0.6% increase in unit prices as determined by the Consumer Price Index for the Chicago-Gary-Kenosha region; and

WHEREAS, it is in the best interest of the Village to award a one-year contract extension to Schroeder & Schroeder, Inc. for these services;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized and directed to execute a contract with Schroeder & Schroeder, Inc., of Skokie, IL for the 2017 Sidewalk and Miscellaneous Concrete Removal and Replacement Project in the amount not to exceed \$40,000 as hereto attached.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. 17-_____ be passed.

PASSED this _____ day of _____, 2017.

President Argiris _____

Trustee Brady _____ Trustee Krueger _____

Trustee Vito _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vogel _____

APPROVED this _____ day of _____, 2017.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Village of Wheeling

2017 Sidewalk & Misc. Concrete R&R Program

NOT FOR SIGNATURE

VILLAGE OF WHEELING

2017 Sidewalk & Misc. Concrete R&R Program Contract Document

This agreement is made this _____ day of _____, 2017, by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and **Schroeder & Schroeder, Inc.**, hereinafter referred to as (the "Contractor") for the Village of Wheeling 2017 Sidewalk & Misc. Concrete R&R Program ("Project").

Description of Project: Concrete flat work including sidewalks, driveways, curb & gutter and roadway patching. This contract shall not include work involving any other village or city that participated in the joint request for bids for Project, which was organized by the Village of Glenview on behalf of the participating municipalities. The contract sum for the work on this Project shall be in accordance with the unit prices set forth in the Contractor's bid proposal submitted to the Village of Glenview for Project – but only as to those quantities located within the Village of Wheeling.

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

1. This contract shall embrace and include all of the applicable contract documents associated with the joint bid request for 2017 Sidewalk Removal & Replacement Program organized by the Village of Glenview on behalf of the participating municipalities and listed below as if attached hereto and incorporated herein (those contract documents associated with the joint bid that are otherwise specific to the other participating cities or villages shall not apply or be incorporated herein, while all general documents and documents specific to the Village of Wheeling shall apply):
 - a. Specification and Contract Document for the **2017 Sidewalk & Misc. Concrete R&R Program** consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Plans
 - vi) Bid Proposal Form as to unit prices
 - vii) Plans and Specifications (Plan locations limited to the Village of Wheeling)
 - viii) All issued Addenda
 - ix) Certificate of Eligibility to Enter into Public Contract and other attached Certificates
 - b. The Contractor's Bid Proposal Dated March 24, 2016 (as to Village of Wheeling work only at the designated unit prices provided therein)
 - 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 \$40,000.00 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 within **30 calendar days** 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. If work is not substantially completed on time, the contractor shall pay the Village of Wheeling \$55.00 for each day of delay unless the delay is approved by the Village of Wheeling.

After substantial completion, if contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension granted by the Village of Wheeling, the contractor shall pay the Village actual costs incurred to complete the project.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later day and year last written below.

SCHROEDER & SCHROEDER, INC.

By Position/Title Date

ATTEST:

Notary

THE VILLAGE OF WHEELING

Jon Sfondilis Date
Village Manager

UNIT PRICE COMPARISON 2016-2017

No	Item	Unit	2016	2017*
1	Traffic Control & Protection For Temporary Detour	EACH	\$ 1,250.00	\$ 1,257.50
2	Arrow Board	CAL DAY	\$ 150.00	\$ 150.90
3	P.C.C. Pavement Patch Cl B (7")	SY	\$ 55.00	\$ 55.33
4	P.C.C. Pavement Patch Cl B: State And County Roads, Base Only (9")	SY	\$ 65.00	\$ 65.39
5	P.C.C. Driveway Pavement Removal And Replacement (6")	SY	\$ 55.00	\$ 55.33
6	P.C.C. Sidewalk Removal And Replacement (5-6")	SF	\$ 5.15	\$ 5.18
7	P.C.C. Patio Removal And Replacement	SF	\$ 10.00	\$ 10.06
8	Combination Concrete Curb & Gutter Removal And Replacement (M3.12, B6.12, B6.18)	LF	\$ 20.00	\$ 20.12
9	Combination Concrete Curb & Gutter Removal And Replacement (B6.24)	LF	\$ 32.00	\$ 32.19
10	Detectable Warning Fields	EACH	\$ 100.00	\$ 100.60
11	Detectable Warning Fields (Supplied By Municipality)	EACH	\$ 25.00	\$ 25.15
12	Reinforcement Bars, Epoxy Coated - Two Continous No.5	LF	\$ 1.00	\$ 1.01
13	Tree Grate Instalation	EACH	\$ 250.00	\$ 251.50
14	Vv, Mh, Inlet, Cb To Be Adjusted	EACH	\$ 200.00	\$ 201.20
15	P.C.C. Sidewalk Removal And Replacement (5-6"), State & County Road	SF	\$ 6.00	\$ 6.04
16	Aggregate Base Course, Type B, 4-Inch	SY	\$ 6.00	\$ 6.04

*0.6% increase in unit prices as determined by the Consumer Price Index for the Chicago-Gary-Kenosha region.

CONTRACTOR'S INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least 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. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of 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 Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Bidder'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:
 - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, 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 Bidder.
- g. The Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 - a. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations; Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 - ii. Combined Single Limit \$2,000,000 aggregate
 - iii. Covering the following hazards:
 - X(Explosion)
 - C(Collapse)
 - U(Underground)

- iv. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.
- c. Umbrella Excess Liability:
 - i. \$4,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention
- d. Automobile Liability (owned, non-owned, hired):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence combined single limit
- h. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:
 - a. The Village of Wheeling and its officers, agents and employees.

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____(name), certify that I am employed as the _____(title) of _____(company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, 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 company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Firm Name

By: _____

Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 2017.

Notary Public

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for the **2017 Sidewalk & Misc. Concrete R&R Program**, 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:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. 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 _____, 2017.

Notary Public

Schroeder & Schroeder Inc.

CONCRETE CONTRACTORS
7306 CENTRAL PARK .SKOKIE, ILLINOIS 60076
PHONE 847-933-0526 FAX 847-933-0528

December 22, 2016

Village of Glenview
2498 East Lake Avenue
Glenview, IL 60026

Dear Village of Glenview and Partnering Communities,

Schroeder & Schroeder, Inc. agrees to a one-year contract extension through December 31, 2017, for Concrete Flatwork services associated with RFB#216014 including a 0.6% increase in unit prices as determined by the Consumer Price Index for the Chicago-Gary-Kenosha region.

Schroeder & Schroeder, Inc. extends the same terms associated with a one-year contract extension at the revised 2017 unit prices for all partnering municipalities of RFB #216014 including Village of Arlington Heights, Village of Mount Prospect, Village of Northfield, and City of Rolling Meadows.

Schroeder & Schroeder, Inc. further extends the same terms associated with RFB#216014 at the revised 2017 unit pricing to other municipalities as part of the Municipal Partnering Initiative.

Sincerely,



Chris Schroeder
President
Schroeder & Schroeder, Inc.

2016 BID TAB

RFB NO: #216014

RFB ON: CONCRETE FLATWORK

= Error in pricing/calculation

BASE BID				Schroeder & Schroeder, Inc. 7306 Central Avenue Skokie, IL 60076		Mondi Construction, Inc. 1827 Blackhawk Drive West Chicago, IL 60185		M & J Asphalt Paving Co., Inc. 3124 S. 60th Court Cicero, IL 60804	
Item No.	Items	Unit	Estimated Quantity* (All Municipalities)	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL & PROTECTION FOR TEMPORARY DETOUR	EACH	4	\$ 1,250.00	\$ 5,000.00	\$ 1,500.00	\$ 6,000.00	\$ 253.75	\$ 1,015.00
2	ARROW BOARD	CAL DAY	8	150.00	1,200.00	100.00	800.00	157.15	1,257.20
3	P.C.C. PAVEMENT PATCH CL B (7")	SY	1705	55.00	93,775.00	52.95	90,279.75	66.60	113,553.00
4	P.C.C. PAVEMENT PATCH CL B: STATE AND COUNTY ROADS, BASE ONLY (9")	SY	1050	65.00	68,250.00	63.70	66,885.00	72.10	75,705.00
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	1610	55.00	88,550.00	46.52	74,897.20	62.95	101,349.50
6	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6")	SF	79516	5.15	409,507.40	5.42	430,976.72	6.70	532,757.20
7	P.C.C. PATIO REMOVAL AND REPLACEMENT	SF	350	10.00	3,500.00	26.25	9,187.50	7.10	2,485.00
8	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	LF	6650	20.00	133,000.00	22.00	146,300.00	26.75	177,887.50
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	LF	450	32.00	14,400.00	30.38	13,671.00	27.52	12,384.00
10	DETECTABLE WARNING FIELDS	EACH	54	100.00	5,400.00	200.00	10,800.00	165.25	8,923.50
11	DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)	EACH	16	25.00	400.00	100.00	1,600.00	28.40	454.40
12	REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO.5	LF	50	1.00	50.00	5.00	250.00	6.59	329.50
13	TREE GRATE INSTALATION	EACH	7	250.00	1,750.00	250.00	1,750.00	405.60	2,839.20
14	VV, MH, INLET, CB TO BE ADJUSTED	EACH	10	200.00	2,000.00	225.00	2,250.00	826.55	8,265.50
15	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE & COUNTY ROAD	SF	1750	6.00	10,500.00	6.50	11,375.00	7.00	12,250.00
TOTAL BASE BID					\$ 837,282.40		\$ 867,022.17		\$ 1,051,455.50
SUPPLEMENTAL UNIT PRICES									
	Items	Unit		Unit Price		Unit Price		Unit Price	
	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY		\$ 6.00		\$ 18.00		\$ 70.80	

2016 BID TAB

RFB NO: #216014

RFB ON: CONCRETE FLATWORK

= Error in pricing/calculation

BASE BID		Globe Construction 1781 W. Armitage Ct. Addison, IL 60101		D'Land Construction, LLC 600 S. County Lane Road, #1N Bensenville, IL 60106		G & M Cement Construction, Inc. 58 W. Commercial Addison, IL 60101	
Item No.	Items	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL & PROTECTION FOR TEMPORARY DETOUR	\$ 2,200.00	\$ 8,800.00	\$ 3,750.00	\$ 15,000.00	\$ 10,000.00	\$ 40,000.00
2	ARROW BOARD	200.00	1,600.00	500.00	4,000.00	300.00	2,400.00
3	P.C.C. PAVEMENT PATCH CL B (7")	65.00	110,825.00	70.00	119,350.00	78.50	133,842.50
4	P.C.C. PAVEMENT PATCH CL B: STATE AND COUNTY ROADS, BASE ONLY (9")	94.00	98,700.00	100.00	105,000.00	125.00	131,250.00
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	59.00	94,990.00	64.00	103,040.00	82.00	132,020.00
6	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6")	6.69	531,962.04	6.75	536,733.00	6.85	544,684.60
7	P.C.C. PATIO REMOVAL AND REPLACEMENT	10.00	3,500.00	20.00	7,000.00	22.00	7,700.00
8	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	31.00	206,150.00	28.00	186,200.00	28.00	186,200.00
9	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (B6.24)	33.00	14,850.00	35.00	15,750.00	39.00	17,550.00
10	DETECTABLE WARNING FIELDS	190.00	10,260.00	250.00	13,500.00	300.00	16,200.00
11	DETECTABLE WARNING FIELDS (SUPPLIED BY MUNICIPALITY)	50.00	800.00	125.00	2,000.00	150.00	2,400.00
12	REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO.5	4.00	200.00	5.00	250.00	5.00	250.00
13	TREE GRATE INSTALATION	250.00	1,750.00	750.00	5,250.00	1,000.00	7,000.00
14	VV, MH, INLET, CB TO BE ADJUSTED	240.00	2,400.00	450.00	4,500.00	400.00	4,000.00
15	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6"), STATE & COUNTY ROAD	7.95	13,912.50	10.00	17,500.00	9.50	16,625.00
			\$ 1,100,699.54		\$ 1,135,073.00		\$ 1,242,122.10
SUPPLEMENTAL UNIT PR							
	Items	Unit Price		Unit Price		Unit Price	
	AGGREGATE BASE COURSE, TYPE B, 4-INCH	\$ 20.00		\$ 200.00		\$ 8.00	

To Regular Agenda

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: Ordinance Declaring a Surplus and Authorizing the Disposal of Municipal Property (Computer Equipment) Owned by the Village of Wheeling

SUBMITTED BY: Luca Ursan,
Director of Information Technology 

BASIC DESCRIPTION OF ITEM¹: Staff is requesting authorization for the disposal of surplus municipal property (computer equipment) owned by the Village which has reached the end of its useful life and/or is no longer operational. The municipal property is to be recycled by Heartland Business Systems at no cost to the Village.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo, Ordinance, Letter from Heartland Business Systems

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: Luca Ursan, Director of Information Technology
DATE: February 15, 2017
SUBJECT: Disposal of Municipal Property: Computer Equipment

EXECUTIVE SUMMARY

Staff is requesting authorization for the disposal of surplus municipal property (computer equipment) owned by the Village which has reached the end of its useful life and/or is no longer operational. The municipal property is to be recycled by Heartland Business Systems at no cost to the Village.

Heartland Business Systems (HBS) is a company that provides Information Technology (IT) solutions and services to a variety of industries, including healthcare, education, businesses, and municipalities. They have a strong presence in the Midwest area with eight office locations in Wisconsin, Illinois, Iowa, and Minnesota. Their headquarters is located in Wisconsin and the local office serving the Village of Wheeling is in Lisle, IL.

In addition to the standard IT services and solutions, HBS also collects computer equipment and other technology for recycling. The Village of Wheeling has been searching for a recycling partner that will not charge for these services. The IT staff has contacted numerous vendors, most of which will charge a fee for their disposal process, primarily based on weight. HBS was the only vendor that will not charge a fee and will also include free of charge onsite inventory services to help Village staff compile the list in Exhibit A.

This old equipment has been accumulating over the years in the basement at Village Hall, and at this point in time, disposal is the best course of action. A good portion was acquired when the Village purchased the old Wickes building. Prior to the demolition of the Wickes building, Village staff removed all computer equipment and transferred it to Village Hall with the intent that it may potentially be used for spare parts. A few items were used by Village staff, but many years have passed and what was old equipment back then is even older now and non-functional. Additionally, outdated Village-owned equipment from the past few years was added to the basement, increasing the inventory which has taken over most of the available floor space.

The cellphones listed in Exhibit A still have some value and will be sent to vendors that specialize in cellphones recycling. Staff has received preliminary quotes indicating that many of the smartphones will generate some revenue for the Village depending on the condition of the device. The actual amount will be determined after the items are physically evaluated.

For the remainder of the equipment, Heartland Business Systems will provide shipping containers and transport the surplus Village property to their facilities. The property will be weighed, labeled, and sorted. A serialized audit of data sensitive materials and a certificate of destruction will be provided after the hard drives are removed and destroyed. This process is done at no expense to the Village. HBS uses various partners for their recycling process depending on the material type. Please see attached letter from HBS explaining their zero landfill policy and more details about their process. HBS also works with United Cerebral Palsy of Greater Chicago and will offer, at no cost, any of the functional Village equipment that the charity could use for their programs and services.

Due to Heartland's vast experience, location, free pick-up, and no minimum requirement, staff is requesting authorization to dispose of Village municipal property (computer equipment) which has reached the end of its useful life and/or is no longer operational, through Heartland Business Systems. HBS will remit to the Village \$400 in the form of company credits which will be used by the IT staff towards future equipment purchases or IT services provided by HBS.

With your concurrence, please include this item on the agenda for the February 21, 2017 Village board meeting.

Respectfully submitted by,



Luca Ursan
Director of Information Technology

ORDINANCE No. _____

**AN ORDINANCE DECLARING A SURPLUS AND AUTHORIZING THE DISPOSAL
OF MUNICIPAL PROPERTY (COMPUTER EQUIPMENT)
OWNED BY THE VILLAGE OF WHEELING**

WHEREAS, in the opinion of the corporate authorities of the Village of Wheeling, it is not in the best interest of the Village of Wheeling to retain ownership of the municipal property (computer equipment) described in EXHIBIT A which has exhausted its useful life and is obsolete; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Wheeling that arrangements be made for said municipal property to be picked up, free of charge, by Heartland Business Systems which is located in Lisle, IL who recycles computers and other technology.

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 municipal property (computer equipment) described in EXHIBIT A now owned by said Village of Wheeling, is no longer necessary or useful to the Village and in the best interests of the Village of Wheeling would be best served by disposing of the computer equipment.

SECTION TWO: Pursuant to said Section 5/11-76-4, the Wheeling Village Manager 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, the Wheeling Village Manager or his designee is hereby authorized to and may direct the disposal of the municipal property to which Section 1 of this Ordinance refers by arranging for Heartland Business Systems to pick up, free of charge, the said municipal 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.

EXHIBIT A**To Regular Agenda****Village of Wheeling - Old Computer Equipment to be Recycled**

February 2017

Item	Category	Brand	Description	Quantity
1	Computers	COBAN	CPU	4
2	Computers	COBAN	POWER SUPPLY	4
3	Computers	DELL	DHM	1
4	Computers	DELL	DIMENSION 3000	1
5	Computers	DELL	DIMENSION 4700	1
6	Computers	DELL	DIMENSION E521	1
7	Computers	DELL	OPTIPLEX 210L	1
8	Computers	DELL	OPTIPLEX 390	1
9	Computers	DELL	OPTIPLEX 745	11
10	Computers	DELL	OPTIPLEX 755	15
11	Computers	DELL	OPTIPLEX 760	1
12	Computers	DELL	OPTIPLEX 780	1
13	Computers	DELL	OPTIPLEX 790	1
14	Computers	DELL	OPTIPLEX 960	3
15	Computers	DELL	OPTIPLEX GX240	11
16	Computers	DELL	OPTIPLEX GX260	5
17	Computers	DELL	OPTIPLEX GX270	21
18	Computers	DELL	OPTIPLEX GX280	41
19	Computers	DELL	OPTIPLEX GX400	1
20	Computers	DELL	OPTIPLEX GX520	40
21	Computers	DELL	OPTIPLEX GX620	5
22	Computers	DELL	PRECISION 380	1
23	Computers	DELL	PRECISION 390	1
24	Computers	DELL	PRECISION T1600	1
25	Computers	DELL	PRECISION T1600	1
26	Computers	HP	NO	1
27	Computers	HP	DC7600	1
28	Computers	HP	DC7700	2
29	Computers	LENOVO	B3U	1
30	Computers	MAC	M8493	1
31	Computers	WHITE	GENERIC PC	16
32	Servers	CISCO	AC1	1
33	Servers	CISCO	MCS 7800	5
34	Servers	DELL	BMX	1
35	Servers	DELL	POWEREDGE R200	2
36	Servers	DELL	POWEREDGE 840	1
37	Servers	DELL	POWEREDGE 1800	5
38	Servers	DELL	POWEREDGE 1955 blade servers w/ 6 chassis	60
39	Servers	DELL	POWEREDGE 2800	1
40	Servers	DELL	POWEREDGE 2850	4
41	Servers	DELL	POWEREDGE 2900	2
42	Servers	DELL	POWEREDGE SERVER	1
43	Servers	DELL	POWER VAULT 114T	1
44	Servers	DELL	POWER VAULT 220S	1
45	Servers	COMPAQ	PROLIANT ML370	1
46	Servers	COMPAQ	PROLIANT ML530	1
47	Servers	COMLABS	EMNET	1
48	Servers	HP	PROLIANT ML370	1
49	Servers	SNAP APPLIANCE	SNAP SERVER 4200	1
50	Servers	SNAP APPLIANCE	4500	1
51	Servers	Generic	SUPER SERVER 6015C-UR/NTR	1
52	Laptops	ACER	ASPIRE 9300	1
53	Laptops	ACER	EXTENSA 4220	1
54	Laptops	DELL	INSPIRON 2500	1
55	Laptops	DELL	INSPIRON 3000	1

56	Laptops	DELL	INSPIRON 3500	To Regular Agenda	1
57	Laptops	DELL	LATITUDE D410		1
58	Laptops	DELL	LATITUDE D520		1
59	Laptops	DELL	LATITUDE D610		2
60	Laptops	DELL	LATITUDE C840		3
61	Laptops	GATEWAY	SOLO 2550		2
62	Laptops	GATEWAY	SOLO 9100		1
63	Laptops	IBM	THINKPAD 365XD		1
64	Laptops	IBM	THINKPAD A31		1
65	Laptops	MICRON	SENSPRO850-550C		1
66	Laptops	MICRON	TRANSPORT ZX		1
67	Laptops	PANASONIC	TOUGHBOOK CF-18		5
68	Laptops	COMPAQ	PRESARIO 1200		1
69	Laptops	LENOVO	THINKPAD T430		1
70	Laptops	SONY	VPCYB15KX		1
71	LCD Video Monitors	COBAN	LCD MONITOR		7
72	LCD Video Monitors	DELL	FLAT PANEL LCD'S		85
73	LCD Video Monitors	DEFENDER	FLAT PANEL LCD'S		3
74	LCD Video Monitors	ELO	LCD MONITOR		1
75	LCD Video Monitors	HP	FLAT PANEL LCD'S		4
76	LCD Video Monitors	LENOVO	FLAT PANEL LCD'S		1
77	LCD Video Monitors	NEC	LCD195NXM-BK		1
78	LCD Video Monitors	PLANAR	PT191MU LCD Monitor		3
79	LCD Video Monitors	VIEWSONIC	FLAT PANEL LCD'S		6
80	CRT Video Monitors		Various old tube video monitors		34
81	Printers-Scanners-Copiers	HP	Hewlett Packard Laserjet Printers		26
82	Printers-Scanners-Copiers		Multiple Brands Laserjet Printers		18
83	Printers-Scanners-Copiers		Multiple Brands Deskjet Printers		21
84	Printers-Scanners-Copiers		Multiple Brands Scanners		7
85	Fax Machine		Multiple Brands Fax Machines		9
86	Cellphones	Casio	Casio GZ One - Model C781		42
87	Cellphones	Blackberry	Blackberry Bold 9930		1
88	Cellphones	Motorola	Motorola Nextel i880		1
89	Cellphones	Apple	iPhone 3S		2
90	Cellphones	Apple	iPhone 4		23
91	Cellphones	Apple	iPhone 4s		49
92	Cellphones	Apple	iPhone 5C		24
93	Cellphones	Apple	iPhone 5/5S		22
94	Cellphones	Apple	iPhone SE		22
95	Cellphones	Apple	iphone 6		7
96	Cellphones	Apple	iPhone 6 +		1
97	Cellphones	Apple	Broken iPhone5		1
98	Cellphones	HTC	HTC - Android Phones		5
99	Cellular Data Devices	Sprint	PX-500 Sprint Mobile BroadBand Card		1
100	Cellular Data Devices	Sprint	U300 Sprint USB card		1
101	Cellular Data Devices	Sprint	3g/4g Sprint USB card		1
102	Cellular Data Devices	Sprint	Sierra Wireless Sprint USB 598 card		1
103	Cellular Data Devices	Sprint	Novatel Sprint MIFI2200 card		1
104	Cellular Data Devices	Verizon	Pantech Verizon USB UML290VW card		1
105	Cellular Data Devices	Verizon	Verizon MiFi - mobile hotspot		2
106	Radios	MOTOROLA	Public Safety Communication Radio (model VRM 650)		36
107	Networking Gear	CISCO	AIR-LAP1252AG-A-K9 Wireless Access Point		5
108	Networking Gear	PROXIM	Wireless Data radio		1
109	Networking Gear		Various Brands Network Switches (3COM, DLINK, Linksys, Netgear)		33
110	Networking Gear		Tranzeo Wireless Point-to-Point Data Radios		30
111	Battery Backups		Battery Backups Systems (various brands - APC, TrippLite)		13
112	Battery Chargers	MOTOROLA	BATTERY OPTIMIZING SYSTEM		2
113	Battery Chargers	VALCOM	VP-4024C		1
114	Typewriter		Typewriter		2
115	Misc E-Waste Equipment		Box with Cables and various computer parts		

Mr. Luca Ursan
Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090

Dear Mr. Ursan,

In response to your inquiry, I am providing clarification about Heartland Business System's recycling division. Our recycling division has a zero landfill policy. We follow the downstream from when the equipment is picked up to the end of its life. Our material goes no further than Wisconsin. The equipment is picked up and delivered to Comp Tech Recycling on North Ave and 355. It is inventoried and the hard drives are DOD 7 staged wiped. A certificate of Recycling and or Destruction is provided to the client.

Unsellable products get broken down to plastic, metal, circuit board, toner, batteries, power supplies, CD Rom, hard drives, cables and cords. These products move from the North Ave location to Arcola in Waukegan IL.

- Batteries are sent to lead refining companies
- Hard drives are smelted down for the various metals
- Metal is cleaned and goes to a metal scrap yard
- Toner goes to Clover Toner Recycling and get refilled and resold
- Circuit boards are smelted down
- Plastic goes to Vertical Plastics

The charity that we support is the United Cerebral Palsy of Greater Chicago at 7550 183rd St, Tinley Park, IL (708) 444-8460. They have a refurbishing center that takes old computer, monitors and networking gear. Refurbished equipment is deployed to children, adults and families that are affected by Cerebral Palsy.

We remit payment to the Village of Wheeling for equipment we've collected in the form of a credit. The credit is \$ 400.00. It can be used for any product and service Heartland provides, excluding the FCC Universal Services Fund government program (commonly referred to as the e-rate program.)

Thanks,

Matthew Ashe
Recycling Specialist
Heartland Business Systems
630 390-3010
630 805-2359 Cell



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 21, 2017

TITLE OF ITEM SUBMITTED: A. Public Hearing Re: Request for Cook County Class 6b Property Tax Exemption from 7150 Capitol Drive LLC, contract purchaser

B. Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment for the Property Located at 7150 Capitol 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 occupation of a property that has been 100% vacant and abandoned for greater than twenty-four consecutive months and with a purchase for value of the industrial property located at 7150 Capitol Drive in Wheeling

BUDGET²: N/A
BIDDING³: N/A

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

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: John C. Melaniphy III, Director of Economic Development
FROM: Dru Garcia, Business Development Coordinator
DATE: February 14, 2017
SUBJECT: Request for Cook County Class 6b Property Tax Classification
7150 Capitol Drive LLC– 7150 Capitol Drive

EXECUTIVE SUMMARY

An application for 6b Real Estate Property Tax Classification has been submitted by 7150 Capitol Drive LLC (“Applicant”), and has been placed on the agenda for consideration by the Village Board on Monday, February 21, 2017. The Applicant plans to purchase the vacant industrial property at 7150 Capitol Drive in Wheeling and, following a substantial rehabilitation of the existing facility, lease the space for occupancy by an industrial user.

BACKGROUND: Attached is an application for the Cook County Class 6b property tax incentive submitted by 7150 Capitol Drive LLC, (“Applicant”) as the contract purchaser of the 100% vacant and abandoned 34,650-square-foot industrial property at 7150 Capitol Drive (“subject property”). A public hearing is scheduled for February 21, 2017 and a public hearing notice has been published in the Daily Herald.

If approved, the Applicant will acquire, substantially rehabilitate, and lease the subject property for occupancy by its related entity, Hawk Research Laboratories, LLC (“Hawk”). Hawk currently leases an approximately 19,200-square-foot facility in Wood Dale, Illinois. The relocation would accommodate its growing business requirements.

Hawk Research Laboratories, LLC has been in business since 1982 serving the Bathroom and Kitchen Refinishing, and Bathroom and Kitchen Remodeling Industries. According to the company website, Hawk is the leading supplier of bathtub, tile, countertop and kitchen cabinet refinishing paints and coatings, which are used for residential, commercial and industrial painting applications worldwide. The company also supplies equipment and accessories. Operations at the Wheeling facility would include research and development, lab training and classroom instruction, office use, and warehousing and distribution of kitchen and bathroom surface refinishing products. As such, the company qualifies as an industrial use according to the 6b program standards.

The subject property is comprised of an approximately 34,650-square-foot facility situated on an approximately 106,921-square-foot lot. In Exhibit J and K, the Applicant states it would invest

approximately \$600,000 to prepare the property for occupancy. The proposed work includes the addition of warehouse partitions, significant improvements to the fire suppression system, office build-out, laboratory space construction, two additional bathrooms, exterior updates, and general maintenance.

Per Exhibit L of the application, the property has been 100% vacant and abandoned since June 9, 2014. Since the period of vacancy is greater than twenty-four contiguous months and there would be a purchase for value, this application qualifies for the standard 6b classification. A finding of special circumstances is not required. As part of the Applicant's due diligence, a search was conducted throughout the area, including multiple sites in Lake County. Information on these alternative locations is included in Exhibit G of the application. According to the Applicant, and as stipulated in the 6b contingency clause in Exhibit H, acquisition of the property and relocation to Wheeling is subject to the approval of the Class 6b real estate property tax classification.

CLASS 6b REQUIREMENTS: The Applicant is applying for the Class 6b property tax classification based on substantial reoccupation of abandoned property that has been vacant for greater than 24 continuous months and with a purchase for value.

FISCAL IMPACT: 7150 Capitol Drive has been 100% vacant and unused since June 2014. Ongoing underutilization and deterioration of the subject property contributes to a decline in area property values. Additionally, the property is subject to receive property tax vacancy relief from the Cook County Assessor's Office. If the Class 6b real estate tax classification is granted and the property is reoccupied, 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, the 6b rate only applies upon occupancy of the subject property. So even with the reduced 6b assessment rate, the property taxes generated and overall economic contribution would likely be greater than they would be if the property were to continue to receive vacancy relief.

As projected in Exhibit P, the reduced property tax liability resulting from a 6b classification for the subject property if fully occupied would be approximately \$98,269 per year, before increasing in subsequent assessment years. This projection of property taxes based on 6b classification includes the proposed property improvement of approximately \$600,000, which would likely increase the assessed value. The current estimated property tax liability for 2017 is approximately \$83,174, due to vacancy relief. Therefore, the fiscal impact of the requested 6b would likely be fiscally neutral to modestly positive in the long term.

According to Exhibit N, Hawk currently employs 23 full-time, permanent employees that would be transferred to Wheeling. Hawk projects an additional three positions would be created immediately and an additional 10 employees by 2020. The Applicant also projects that approximately 15-20 temporary construction jobs would be created during the rehabilitation.

The Applicant also anticipates that employees and business traffic would contribute to the Wheeling economy with increased sales tax revenue from expenditures at local gas stations,

grocery stores, and restaurants, as well as other indirect contributions. Additionally, Hawk projects that it would generate approximately \$37,000 annually in sales tax receipts.

RECOMMENDATION: The Village has received the application fee of \$950.00. Village staff has reviewed the application, as summarized above, and recommends approval of the 6b property tax classification.

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 21, 2017. Thank you.

Village of Wheeling
List of Class 6B Property Tax Incentive Applicants
As of 2/14/2017

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	Segerdahl 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	Segerdahl 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 2/14/2017

	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	MGM 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
100	Chaddick SG, LLC	1075 Chaddick Drive	230,400	83,755	45	02/06/17	5,286,529
	TOTAL			5,003,414	4,697		\$171,748,335

 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 2/14/2017

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 21, 2017, at 6:30 p.m. in the Council Chambers of the Village of Wheeling, 2 Community Boulevard, Wheeling, Illinois, on the application of 7150 Capitol Drive LLC or its Assignee to receive Village approval of a Cook County Class 6b property tax exemption based on occupation of an abandoned property, with a purchase for value, located at 7150 Capitol Drive in Wheeling, IL, legally described as:

LEGAL DESCRIPTION

LOT 2 IN FRESH-N-GO SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NUMBER 0020519803, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS

03-14-407-007-0000

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 February 10, 2017.

RESOLUTION 17 - _____

**A RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b
REAL ESTATE TAX ASSESSMENT CLASSIFICATION
FOR THE PROPERTY LOCATED AT
7150 CAPITOL 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, 7150 Capitol Drive 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 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 occupancy of the Subject Property to occur.

BE IT FURTHER RESOLVED, that the Village Board finds that the Subject Property qualifies for the purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor, provided that the 6b Classification shall not take effect until title of the Subject Property is transferred to 7150 Capitol Drive LLC ; with a copy of the Class 6b Classification application of the Petitioner 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 2 IN FRESH-N-GO SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NUMBER 0020519803, IN COOK COUNTY, ILLINOIS.

PIN(s):

03-14-407-007-0000

COMMON ADDRESS: 7150 Capitol Drive, Wheeling, Illinois 60090

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. 17-_____ 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 S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

EXHIBIT A

Class 6B Application

SARNOFF ♦ BACCASH

P R O P E R T Y T A X L A W

January 30, 2017

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

**Re: Village of Wheeling - Class 6b Application
7150 Capitol Drive LLC
7150 Capitol Dr.
Wheeling, Illinois 60090
PIN: 03-14-407-007-0000**

Dear Ms. Garcia:

7150 Capitol Drive LLC ("Applicant") is requesting a Resolution supporting and consenting to a Class 6b Incentive on the above-referenced property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months with a purchase for value and substantial rehabilitation. The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Hawk Research Laboratories, LLC ("Hawk"), to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

The subject property consists of an approximately 106,921 square foot site with a roughly 34,650 square foot building that has been 100% vacant and unused since June, 2014. The property is in need of substantial rehabilitation and improvements for Hawk to occupy the same. Therefore, the Applicant plans to invest approximately \$600,000 to immediately rehabilitate the subject property, which will create approximately 15 to 20 construction jobs.

Hawk currently leases an approximately 19,200 square foot facility located at 780 AEC Dr. in Wood Dale and because its business is growing it needs to expand its operations as soon as possible. Therefore, Hawk plans to move its entire operation to the subject property and bring all 23 (all full-time) of its employees to the property. Hawk plans on adding approximately 3 new employees as soon as possible at the property and also plans on hiring 10 additional employees in the first 3 years and an additional 40 in the next 5 to 10 years. We also note that Hawk will look to hire all qualified Village of Wheeling residents for future employment. In addition, Hawk expects to generate approximately \$37,000 in sales tax receipts.

Based on the foregoing, the Applicant provides the following materials for the February 20, 2017 Village of Wheeling Board Meeting, where it will present its request to the Village of Wheeling to pass a Resolution supporting and consenting to a Class 6b Incentive on the subject property based on occupation of an abandoned property that has been vacant for greater than 24 continuous months with a purchase for value and substantial rehabilitation.

Ms. Dru Garcia
January 30, 2017
Page Two

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

1. Tax Rate Agreement.
2. Legal description (Exhibit A).
3. Site and building square footage as well as a Site Plan and an aerial (Exhibit B and C).
4. Identification of persons having an interest (Exhibit D).
5. Description of the nature and extent of the use of the subject property (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. Real Estate Purchase and Sale Agreement (Exhibit H).
9. Copies of the most recent property tax information (Exhibit I).
10. Architectural plans and description of the costs of the substantial rehabilitation (Exhibits J and K).
11. Duration of abandonment (Exhibit L)
12. Exhibit M is not applicable.
13. Employment projections (Exhibit N).
14. Financial information (Exhibit O).
15. Fiscal effect (Exhibit P).
16. Other inducements (Exhibit Q).
17. 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) 782-8310.

Sincerely,
SARNOFF & BACCASH


Zachary A. Kafitz

VILLAGE OF WHEELING - CLASS 6B APPLICATION

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

APPLICANT INFORMATION:

Name: 7150 Capitol Drive LLC Phone: (312) 263-4900

Address: One North Franklin Ave., Suite 310, Chicago, Illinois 60606

Agent/Representative (if applicable):

Name: Zachary A. Kafitz Phone: (312) 782-8310

Address: 1 N. LaSalle St., Suite 1920, Chicago, Illinois 60602

DESCRIPTION OF SUBJECT PROPERTY:

Street Address: 7150 Capitol Dr., Wheeling, Illinois 60090

Permanent Real Estate Index Number(s):

03-14-407-007-0000

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 owners, developers, occupants and other interested parties (including all beneficial owners of a corporation 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-1 (Light Industrial and Office). If zoning amendments, variations, or other zoning relief will be required, specify proposed changes:

NA

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 the plant area per day:

Automobiles 30 Trucks 10

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 confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here X, and sign and date below.

By: [Signature]

Title: Vice President

Name: KENNETH C KUNILW

Date: 1/27/2017

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 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:

Estimated date of construction commencement/completion: April, 2017/July, 2017

- 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 the 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 25 months. (Exhibit M)

EMPLOYMENT OPPORTUNITIES:

Attach estimates of the following employment (Exhibit N):

- Temporary employment positions (employed in construction).
- Permanent employment 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 facility is occupied.

FINANCIAL INFORMATION:

Attach the applicant's audited financial statements for the previous three 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 confidential, and that disclosure thereof would cause competitive harm to you and/or your business, please check here X, and sign and date below.

By: [Signature]
Title: Vice President
Name: KENNETH C KUMINO
Date: 1/27/2017

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.

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 local revenues that are anticipated.

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

Date

Name & Title

TAX RATE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____,
by and between 7150 Captiol Drive LLC (hereinafter referred to as the
“Applicant”) and the Village of Wheeling.

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

1. The Village of Wheeling shall issue its approval for a Cook County Class 6b to the
Applicant for a building/addition to the property legally described as follows:

LEGAL DESCRIPTION: See Attached.

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

7150 Capitol Dr., Wheeling, Illinois.

Permanent Index Number(s): 03-14-407-007-0000,

(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 of Wheeling for the Subject Property.

3. The Applicant shall not file or cause to be filed an objection to the tax rate of the Village of Wheeling or other taxing district for the Subject Property for any tax period during which the Applicant is receiving a Cook County Class 6b 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 parties hereto, their respective grantees, successors, assigns and legal representatives.
5. The Village of Wheeling 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 of Wheeling 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 of Wheeling's reasonable attorney fees and costs of litigation.

(Applicant)

By:

Authorized Agent (Name, Title)

ATTEST (Notary):

L. Lomeli

VILLAGE OF WHEELING

By:

President

ATTEST (Notary):



EXHIBIT A

The legal description of the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) is attached hereto.

Legal Description

LOT 2 IN FRESH-N-GO SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NUMBER 0020519803, IN COOK COUNTY, ILLINOIS.

EXHIBITS B and C

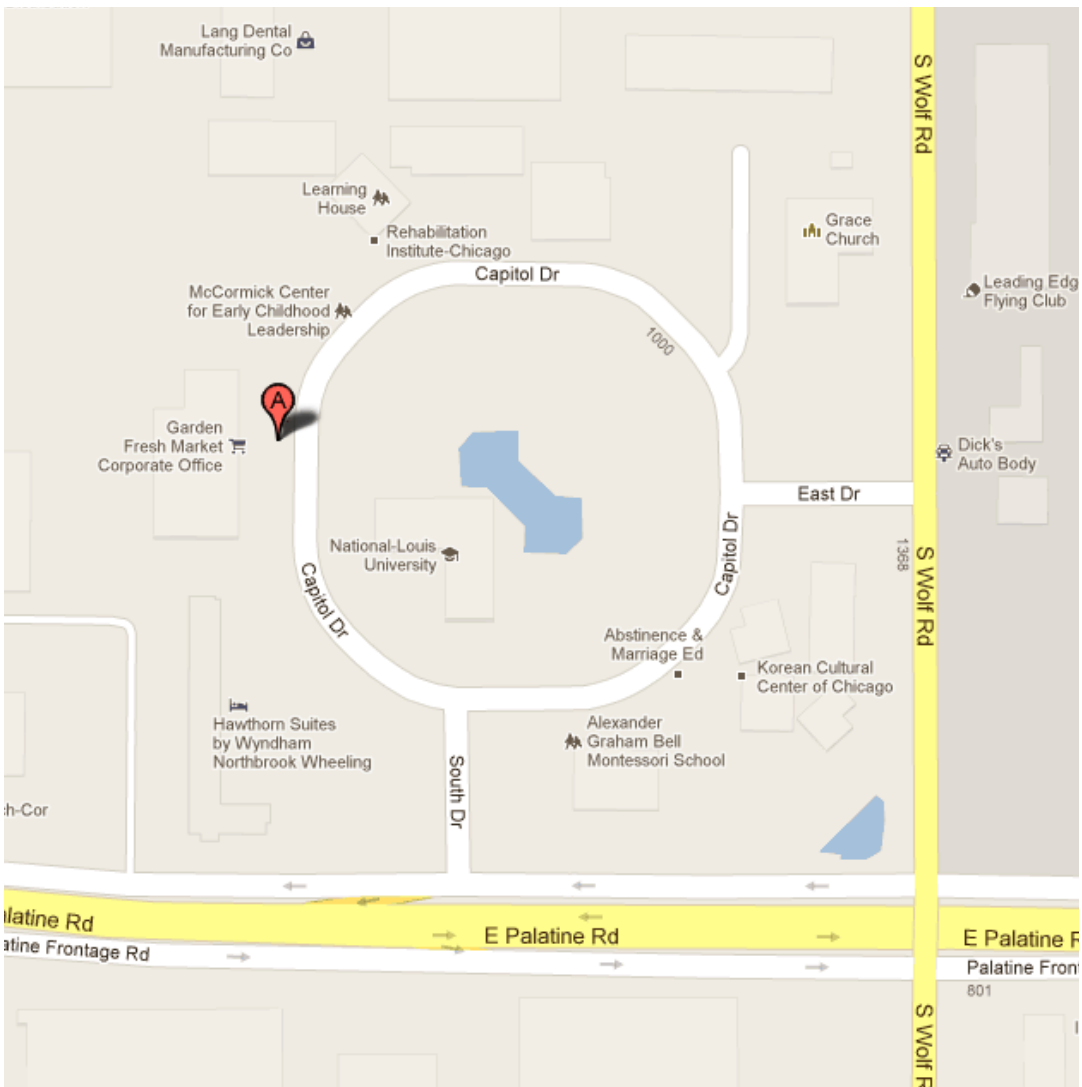
The total land area of the property known as 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) is approximately 106,921 square feet, and the total building area of the existing structure located thereon is approximately 34,650 square feet. A Site Plan and an aerial of the subject property are attached hereto.

NEW GO-KART TRACK IN EXISTING 1 STORY COMMERICAL BLDG.

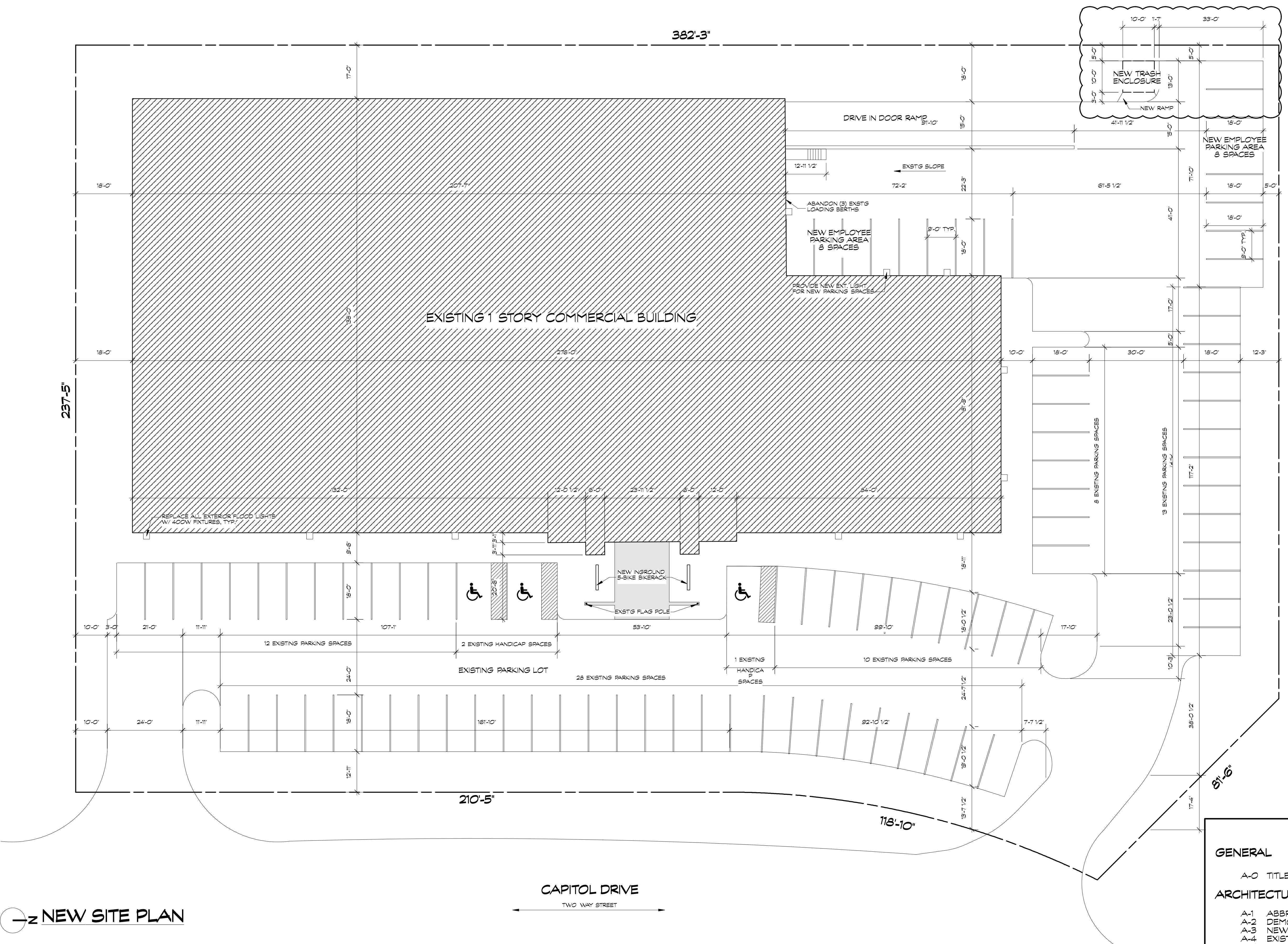
7150 CAPITOL DRIVE, WHEELING, IL. 60090

OWNER: ADI MOR
7150 CAPITOL DRIVE,
WHEELING, IL. 60090

ARCHITECT: LASZLO SIMOVIC, ARCHITECTS, L.L.C.
May 3, 2013



LOCATION MAP
SCALE: NTS



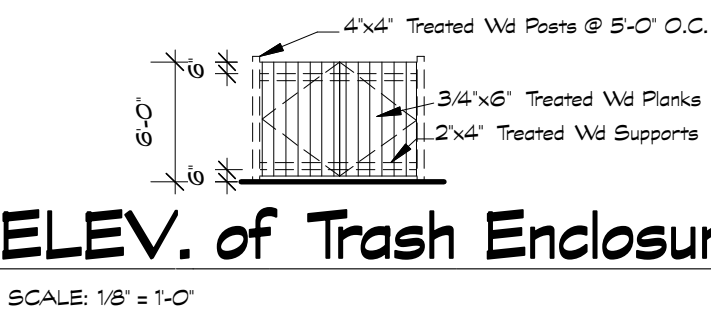
NEW SITE PLAN

GENERAL

A-0 TITLE SHEET & SITE PLAN

ARCHITECTURAL

- A-1 ABBREVIATIONS, LEGEND
- A-2 DEMO FLOOR PLAN
- A-3 NEW FLOOR PLAN
- A-4 EXISTING ELEVATIONS
- A-5 ACCESSIBILITY NOTES & DETAILS
- EP-1 ELECTRICAL PLAN
- FP-1 EXISTING SPRINKLER PLAN
- FP-2 EXISTING OFFICE SPRINKLER PLAN
- FP-3 EXISTING FP NOTES & DETAILS
- TI-1 EXISTING HVAC ROOF PLAN
- TI-2 EXISTING HVAC PLAN
- TI-3 EXISTING OFFICE HVAC PLANS
- TI-4 HVAC NOTES & SCHEDULES
- P-1 PLUMBING DIAGRAMS & NOTES



ELEV. of Trash Enclosure
SCALE: 1/8" = 1'-0"

SITE AREA

SITE AREA 31,510 SQ. FT.

BUILDING

BUILDING HEIGHT 28'-0"

BUILDING AREA

OFFICE AREA 4,703 SQ. FT.
GO-KART TRACK 24,771 SQ. FT.
PLAY AREA 3,910 SQ. FT.
ARCADE 1,267 SQ. FT.

TOTAL 34,653 SQ. FT.

PARKING

EXISTING PARKING 71 SPACES
NEW EMPLOYEE PARKING 16 SPACES
HANDICAP PARKING 3 SPACES
TOTAL PARKING 90 SPACES

CONSTRUCTION

2B, PROTECTED, NONSEPARATED USE GROUP

OCCUPANCY

A-3 ASSEMBLY OCCUPANT LOAD 178 PEOPLE

FIRE PROTECTION

100% SPRINKLERED

PROJECT TO COMPLY WITH:

- (2012) INTERNATIONAL BUILDING CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL MECHANICAL CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL FUEL GAS CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL PROPERTY MAINTENANCE CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL ENERGY CONSERVATION CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL FIRE CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL RESIDENTIAL CODE (W/ LOCAL AMENDMENTS)
- (2011) N.E.C. NATIONAL ELECTRIC CODE (W/ LOCAL AMENDMENTS)
- (2012) INTERNATIONAL PLUMBING CODE (W/ LOCAL AMENDMENTS)
- (2004) STATE OF ILLINOIS PLUMBING CODE & (LATEST EDITION) ILLINOIS ENERGY CODE (W/ LOCAL AMENDMENTS)

HANICAP ACCESSIBILITY IN AMENDMENTS PROVISIONS OF THE LATEST EDITION OF IL ACCESSIBILITY CODE, APRIL 1997

I CERTIFY THAT I AM THE REGISTERED DESIGN PROFESSIONAL FOR THIS PROJECT. I ALSO CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THE ATTACHED PLANS FOR 7150 CAPITOL DRIVE, WHEELING, IL 60090 DOES COMPLY WITH THE ENERGY CONSERVATION REQUIREMENTS OF THE STATE OF ILLINOIS.

SIGNED _____ DATE: MAY 3, 2013
ILLINOIS LICENSE NUMBER: 007-012275

THESE DRAWINGS ARE PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE & BELIEF, ARE IN COMPLIANCE WITH THE VILLAGE OF WHEELING BUILDING CODE.

EXPIRES 11/30/14

© LASZLO SIMOVIC, ARCHITECTS 2013



EXHIBIT D

Ownership: 7150 Capitol Drive LLC plans on purchasing the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). Attached hereto please find a Secretary of State webpage print-out.

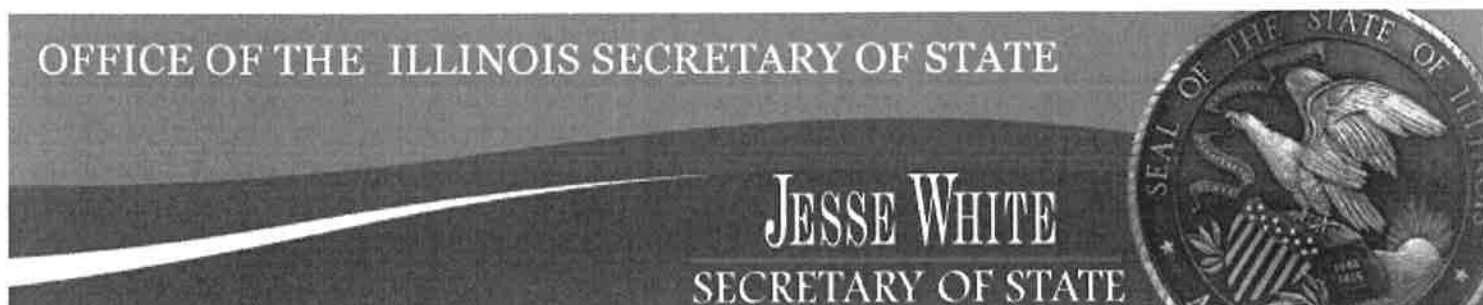
Manager: Frederick A. Eck

Address: One North Franklin St., Suite 310, Chicago, Illinois 60606

Occupants: 7150 Capitol Drive LLC's related entity, Hawk Research Laboratories, LLC, plans to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

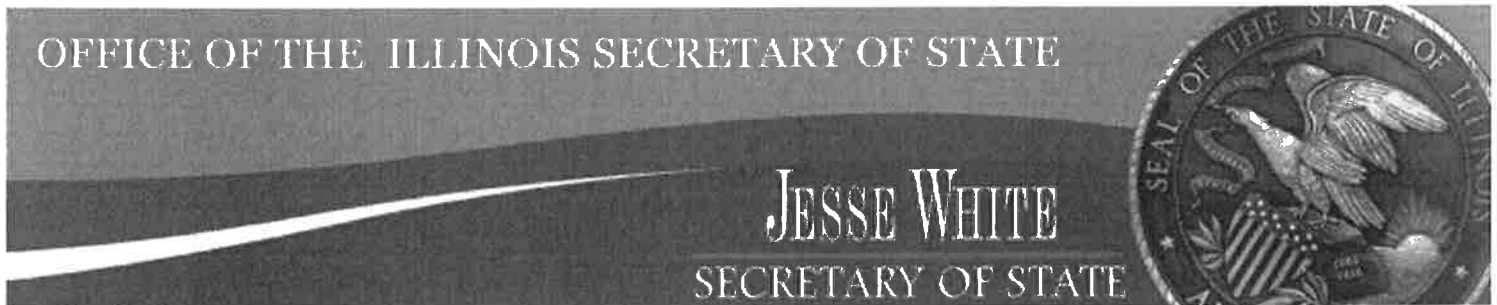
President: John Kenny

Address: 780 Aec Dr., Wood Dale, IL 60191

**LLC FILE DETAIL REPORT**

File Number	06121063		
Entity Name	7150 CAPITOL DRIVE LLC		
Status	ACTIVE	On	01/19/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	01/19/2017	Jurisdiction	IL
Agent Name	ILLINOIS CORPORATION SERVICE C	Agent Change Date	01/19/2017
Agent Street Address	801 ADLAI STEVENSON DRIVE	Principal Office	ONE NORTH FRANKLIN ST. STE 310 CHICAGO, IL 606060000
Agent City	SPRINGFIELD	Management Type	MGR View
Agent Zip	62703	Duration	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

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[Purchase Certificate of Good Standing](#)
 (One Certificate per Transaction)
OTHER SERVICES[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office Address](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**LLC MANAGERS**

Entity Name	7150 CAPITOL DRIVE LLC	File Number	06121063
Name	Address		
ECK, FREDERICK A.	ONE NORTH FRANKLIN ST. STE 310, CHICAGO, IL - 60606		

[Close](#)[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](https://www.cyberdriveillinois.com)

EXHIBIT E

7150 Capitol Drive LLC (“Applicant”) plans on purchasing the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Hawk Research Laboratories, LLC (“Hawk”), to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

The building located on the subject property is approximately 34,650 square feet, and Hawk plans on using this space as follows (please note that this is subject to change):

- Approximately 2,000 square feet for Lab/Training/Classroom.
- Approximately 8,650 square feet for office.
- Approximately 24,000 square feet for warehousing and distribution.

For additional information on Hawk, please visit its website: www.hawklabs.com.

EXHIBIT F

7150 Capitol Drive LLC ("Applicant") and Hawk Research Laboratories, LLC ("Hawk") do not believe there will be any pollution to the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) if the property is developed as proposed. Both of the above will inform the Village of Wheeling if there will be any pollution impact.

Below please find a further explanation by the Applicant and Hawk in regard to the use/creation/handling of toxic/hazardous materials at the subject property:

Hawk inventories very little product that carries the primary hazard classification of Toxic. We do inventory products with multiple hazards, the most prevalent hazard class being Flammable. Copies of Material Safety Data Sheets for all Hawk products are available for inspection and review. It should be noted that most of the inherent hazards of handling flammable liquids occurs during the manufacturing, transfer, and bulk storage of flammable liquids. Hawk performs none of these procedures at our warehouse, nor does it intend to conduct any of these procedures at the proposed Wheeling location.

Hawk utilizes toll manufacturing facilities which are located in Wisconsin, Florida, and North Chicago, IL. These facilities perform the manufacturing, bulk handling, and filling of our products into small containers of 1 gallon or less. These "finished goods" are then transported to our warehouse facility, currently located in Wood Dale, IL. The proposed new facility in Wheeling will follow the exact same organizational design, only storing finished goods and laboratory samples. The vast majority of the product containers will only be removed from their boxes in order to be labeled, then returned to boxes for shipping. Laboratory samples are usually less than 8 fluid ounces.

In some instances, coatings will be hand color matched to plumbing colors, using a procedure which is identical to a paint department in a big box home improvement store, or a hardware store. This is done one gallon or quart at a time, by hand. Our high quality coatings are color matched in this fashion, because of the wide array of custom color requests made by our customers, as well the demand for a high quality, small batch color match. Only one or two containers are opened at the same time by an employee, color matched by hand, visually inspected, then packed, closed, and labeled. In the event that any materials are spilled, which would be a very small spill of a gallon or less, a spill remediation kit is used for clean-up, and the absorbent materials are remanded to a recovery drum, then removed by an EPA registered waste removal service.

Any liquid coatings that are in need of disposal, due to a spill, or being out of spec, are remanded to a recovery drum. Hawk has contracts with Emco Waste Services, Inc., and Badger Disposal, for the removal of all hazardous waste. This waste is remanded to a waste-to-energy facility, for minimal environmental impact. Waste-to-energy programs are more expensive than other means of disposal, but we believe that they are more environmentally friendly. Hawk possesses a small waste generator identification number from the Illinois Environmental Protection Agency, #ILR000177378. Our category is SQG, meaning that we generate less than 2,200 lbs per month of waste, 100% of which is removed by the previously described services.

Any vapors relative to this small amount of material handling are removed from the building via a vent draft booth. This exits the building at the rooftop level. The amount of vapors are so small, they could only be described as undetectable outside of the color matching area, and outside of the building. The level of solvent odor at the rooftop level would be substantially less than the staining of a residential wooden fence, or the sealing of a residential wooden deck. The largest single coating type in our inventory is a water based, odor free, non-flammable architectural coating which is commonly used for refinishing countertops, and painting walls.

Hawk generates small amounts of box cardboard incidental to our business. This excess cardboard is remanded to a recycling dumpster which is removed by Waste Management, Inc., on a twice weekly basis.

Below please find a list of materials Hawk plans on handling at the subject property:

List Of Materials				
Product Name	Product Description	DOT Proper Shipping Name	UN Number	Hazard Class
Glas-Tech 9000 Resin	Urethane Topcoat Glazing Resin for bathtub resurfacing	Paint Related Material	UN 1263	Flammable Liquid
Glas-Tech 9000 Catalyst	Urethane Topcoat Hardener for bathtub resurfacing	Paint Related Material	UN 1263	Flammable Liquid
Glas-Tech 9000 Pure White Topcoat Reducer	Urethane paint thinner for spray application	Paint Related Material	UN 1263	Flammable Liquid
Ultragrip 4000 Primer Resin	Epoxy primer resin for bathtubs and ceramic tile	Paint Related Material	UN 1263	Flammable Liquid
Ultragrip 4000 Primer Catalyst	Epoxy primer hardener for bathtubs and ceramic tile	Paint Related Material	UN 1263	Flammable Liquid
Isofree 6000 Topcoat Clear Base	Isocyanate free clearcoat for tub & tile resurfacing	Paint Related Material	UN 1263	Flammable Liquid
Isofree 6000 Topcoat Catalyst	Isocyanate free hardener for Isofree Resin	Paint Related Material	UN 1263	Flammable Liquid
Isofree 6000 Topcoat Reducer	Isocyanate free thinner for spraying Isofree System	Paint Related Material	UN 1263	Flammable Liquid

EXHIBIT G

In addition to the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000), 7150 Capitol Drive LLC researched the following properties as potential properties to purchase:

1. 901 Deerfield Rd., Buffalo Grove, Illinois
2. 13970 W. Polo Trail Rd., Lake Forest, Illinois
3. 640 Heathrow Dr., Lincolnshire, Illinois
4. 880 Corporate Woods Pkwy., Vernon Hills, Illinois
5. 730 Lakeview Pkwy., Vernon Hills, Illinois
6. 1550 Greenleaf Ave., Elk Grove Village, Illinois
7. 1380 Norwood Ave., Itasca, Illinois
8. 255 Madsen Dr., Bloomingdale, Illinois

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

A copy of the Real Estate Purchase and Sale Agreement for the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) is attached hereto.

Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement (this "**Agreement**") is entered into as of the 24th day of January, 2017 (the "**Effective Date**") by and between CENTRAL REALTY CORP., an Illinois corporation ("**Seller**"), and 7150 CAPITOL DRIVE LLC, an Illinois limited liability company, or its assignee or nominee ("**Purchaser**").

1. **AGREEMENT TO PURCHASE.** Subject to and on the terms and conditions set forth in this Agreement, Purchaser agrees to purchase at a price of TWO MILLION ONE HUNDRED FOURTY THOUSAND DOLLARS AND NO CENTS (\$2,140,000.00) (the "**Purchase Price**") the real estate commonly known as 7150 Capitol Drive, Wheeling, Illinois containing approximately 2.1 acres of land (the "**Land**"), together with the approximately Thirty Four Thousand Six Hundred Fifty (34,650) square foot warehouse improvements located thereon, the fixtures attached thereto, and all easements, rights-of-way and appurtenances thereto (collectively, the "**Improvements**", and together with the Land, the "**Property**"). The legal description of the Land is set forth on **Exhibit A** attached hereto.

2. **AGREEMENT TO SELL.** Seller agrees to sell the Property at the price and on the terms and conditions set forth in this Agreement, and to convey or cause to be conveyed to Purchaser fee simple title to the Property by a recordable warranty deed in the form attached hereto as **Exhibit B** subject only to (i) general taxes for the year during which occurs the Closing (as defined below) and, to the extent not yet due and payable as of the Closing, general taxes for the year which immediately precedes the year during which the Closing occurs, and subsequent years, and (ii) the Permitted Exceptions (as defined below).

3. **EARNEST MONEY; PURCHASE PRICE PAYMENT.** Within two (2) business days after the Effective Date, Purchaser shall deposit Fifty Thousand Dollars (\$50,000.00) as and for an earnest money deposit (the "**Earnest Money**") with Chicago Title Insurance Company, as escrow agent ("**Escrow Agent**" or "**Title Company**"). The Earnest Money will be held by the Title Company in escrow under the terms of Escrow Agent's usual form of strict joint order escrow. The parties' respective rights and obligations concerning the Earnest Money shall be governed by this Agreement and the escrow agreement, with the former having precedent in the event of any conflict or inconsistency between the two. The Earnest Money shall be applied against the Purchase Price, which shall be paid to Seller at the Closing, subject to adjustments and prorations set forth in this Agreement, in immediately available funds.

4. **SURVEY.** Within fifteen (15) days of the Effective Date, Seller shall at its sole cost and expense deliver to Purchaser a survey of the Property dated subsequent to the date hereof, made, and so certified by the surveyor to Purchaser, the Title Company and any other party requested by Purchaser as having been made, in accordance with the Minimum Standard Detail Requirements for ALTA/ASCM Land Title Surveys, as adopted by the American Land Title Association and the American Congress on Surveying and Mapping (most recent revision date), and including items 1, 2, 3, 4, 6(a), 6(b), 7, 8, 9, 11(a), 13, 14, 16-19 and 21 of Table A thereof ("**Survey**").

5. **TITLE.** To the extent that Seller has an owner's policy of title insurance or a lender's policy of title insurance, Seller shall provide Purchaser with a complete copy of any existing policies of title insurance for the Property within 3 business days of the Effective Date. Within seven days of the Effective Date Seller shall obtain a title commitment for an ALTA owner's title insurance policy (2006 revision) for the Property issued by the Title Company in the amount of the Purchase Price and showing title in Seller along with copies of all documents disclosed in the Title Commitment as exceptions to title ("**Title Commitment**"). At the Closing, Seller shall furnish Purchaser with an affidavit of title executed

(a) **Property Inspections.** Commencing on the Effective Date, and subject to the terms and conditions of this Section 13, Purchaser and its representatives shall have the right to, from time to time, enter upon the Property and to make such inspections of the Property as Purchaser deems necessary or desirable, including without limitation, soil and drainage tests, surveys, investigations into regulatory, title, lease, tenant and operational matters, feasibility studies, all environmental studies, pursuant of the Class 6b Incentive (as defined below) inspections of utilities, roof, plumbing, electrical, and heating and air conditioning systems and the structural components of all Improvements on the Land, all of which shall be conducted at Purchaser's expense. Notwithstanding the foregoing, Purchaser will give Seller advance notice of its intention to conduct invasive testing. Purchaser shall promptly restore the areas so inspected as near as is reasonably possible to the condition such areas were in immediately prior to making such inspection. Seller shall reasonably cooperate with Purchaser and provide all requested access to the Property to Purchaser and its representatives in connection with the inspections permitted under this Section 13. Purchaser shall notify Seller of any determination by Purchaser to exercise Purchaser's rights under Section 14 below not later than 5:00 p.m. Central time on the thirtieth (30th) day immediately following the Effective Date (such period of time, the "**Inspection Period**").

(b) **Notice of Entry.** Purchaser shall notify Seller not less than twenty (24) hours in advance of any entry, inspection, or test on the Property, and Purchaser's inspections. Purchaser agrees to use commercially reasonable efforts to avoid interfering with Seller's use of the Property.

(c) **Insurance.** Purchaser shall obtain and maintain (or cause its applicable representative to obtain and maintain) commercial general liability insurance, with limits of liability of not less than One Million Dollars (\$1,000,000.00) for personal injury and property damage related to Purchaser's inspection of the Property.

(d) **Indemnity.** Purchaser agrees to keep the Property free and clear of mechanics' liens arising out of its entries, inspections and tests hereunder, and to indemnify and hold harmless Seller from any loss, cost, or expense or damages arising from personal injury or property damage solely and directly caused by Purchaser's inspections of the Property, and such obligation shall survive a termination of this Agreement for a period of three months.

(e) **6b Incentive.** Purchaser's obligations under this Agreement are expressly contingent on Purchaser obtaining a Class 6b Real Estate Tax Designation Incentive ("Class 6b Incentive") for the Property. In the event that prior to the expiration of the Inspection Period Purchaser has not obtained a Resolution from the Village of Wheeling supporting and consenting to the Class 6b Incentive, Purchaser shall have the automatic right to extend the Inspection Period for an additional 15 day period (without payment of any further Earnest Money) in order to secure the Class 6b Incentive by providing Seller written notice of its exercise of this extension. If Purchaser notifies Seller of its election to extend the Inspection Period for 15 days for purposes of resolving the Class 6b Incentive, the Inspection Period shall mean the Inspection Period as so extended. Seller agrees to cooperate with Purchaser's Class 6b Incentive efforts.

14. RIGHT TO TERMINATE. If Purchaser's inspections described in Section 13 above disclose any condition not satisfactory to Purchaser, in Purchaser's sole and absolute discretion, or if Purchaser, in its sole and absolute discretion, determines that it does not desire to acquire the Property, with or without reason, then Purchaser shall have the right, exercisable by giving written notice thereof to Seller prior to the expiration of the Inspection Period, to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser. Purchaser's failure to provide such notice prior to the expiration of the Inspection Period shall be deemed a waiver of Purchaser's right to terminate this Agreement under this Section 14. Upon Purchaser's delivery of such termination notice, this Agreement shall be

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

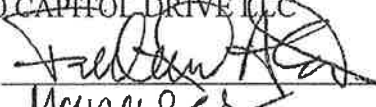
SELLER:

CENTRAL REALTY CORP.

By: _____
Its: _____

PURCHASER:

7150 CAPITOL DRIVE LLC

By:  _____
Its: Manager

* * *

Exhibit and Schedule Index

Exhibit A -- Legal Description

Exhibit B -- Form of Deed

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SELLER:

CENTRAL REALTY CORP.

By: Adi Wor
Its: President

PURCHASER:

7150 CAPITOL DRIVE LLC

By: _____
Its: _____

* * *

Exhibit and Schedule Index

Exhibit A -- Legal Description

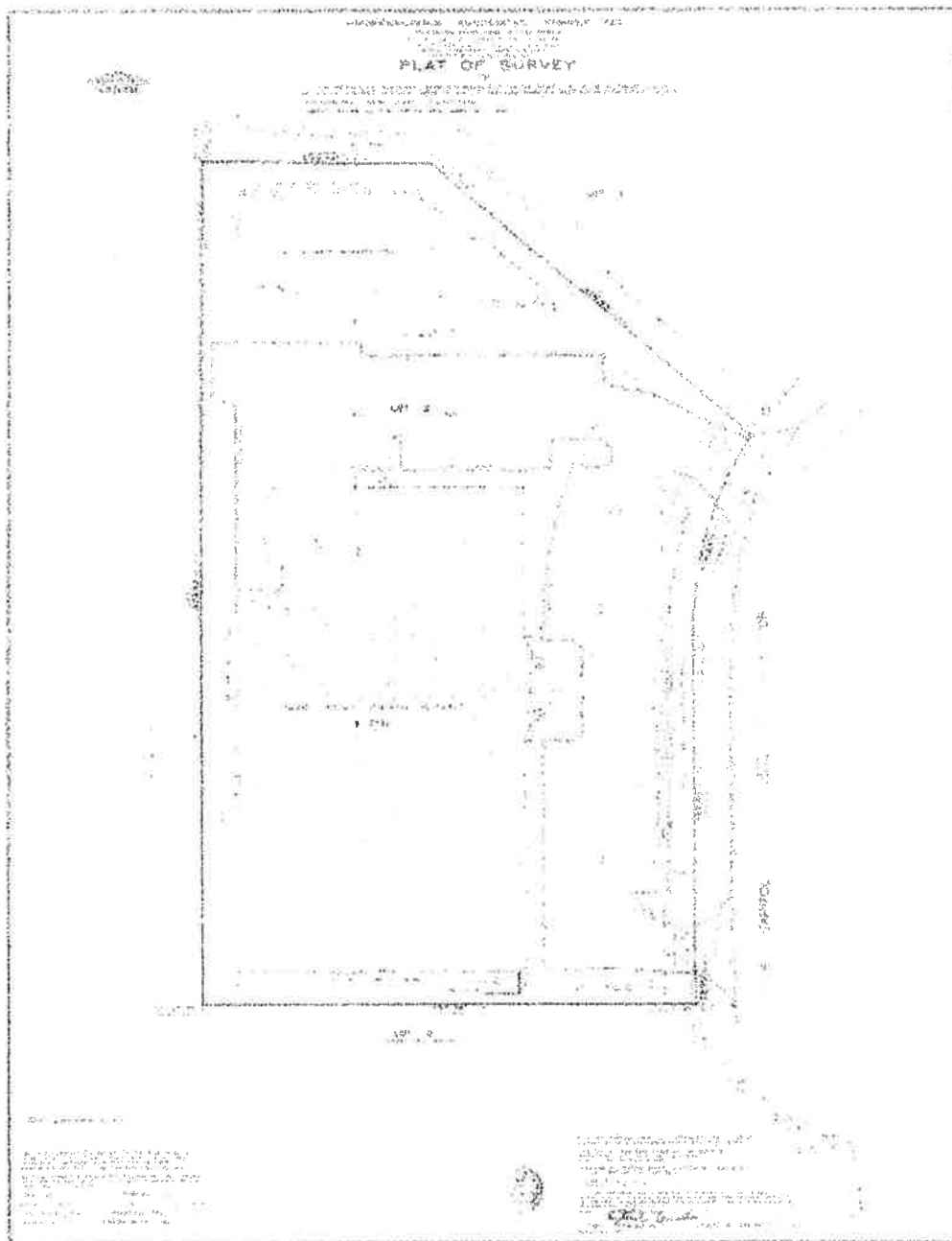
Exhibit B -- Form of Deed

* * *

Exhibit A

Legal Description

PIN(s): 03-14-407-007-0000



Legal Description

LOT 2 IN FRESH-N-GO SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 2002 AS DOCUMENT NUMBER 0020519803, IN COOK COUNTY, ILLINOIS.

EXHIBIT I

In regard to the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) please find the attached 2013 and 2014 Duplicate Tax Bills as well as a 2015 Proof of Payment Property Tax Bill.

031.44070070000/0/15/F/0000000000/2

DUPLICATE

CERTIFICATE OF PAYMENT OF GENERAL TAXES	2014	VOLUME	232
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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: 03-14-407-007-0000

FIRST INSTALLMENT 59,576.29

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
03-03-15	030915702031	59,576.29	

SECOND INSTALLMENT 20,194.50

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
08-01-15	080515703656	20,194.50	

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 18 day of JANUARY 2017.


County Clerk

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: 03-14-407-007-0000

FIRST INSTALLMENT 38,902.23

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
03-04-14	030614700791	38,902.23	

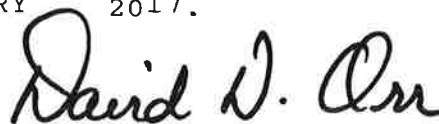
SECOND INSTALLMENT 69,418.30

PAYMENTS:

DATE PD	SERIAL NO.	TAX AMT PD	INTEREST PD
08-28-14	082814700084	69,418.30	1,041.27

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 18 day of JANUARY 2017.


County Clerk

EXHIBITS J and K

7150 Capitol Drive LLC (“Applicant”) plans on purchasing the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Hawk Research Laboratories, LLC (“Hawk”), to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

However, certain improvements must be completed in order for the property to be suitable for Hawk. As of today, the subject property is approximately 15 years old and in need of repairs throughout the approximately 34,650 square foot building on the roughly 106,921 square foot site. Therefore, the Applicant has allotted approximately \$600,000 for immediate improvements to the subject property. Based on initial inspections, these improvements will be to add warehouse partitions, significantly improve the warehouse fire suppression system, complete an office build out and update the exterior of the building as well as to complete other general maintenance.

Please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 15 to 20 construction jobs.

Below please find a breakdown of the estimated costs of the planned rehabilitation:

7150 Capital Drive Buildout Estimate	
Item	Total
New Space (conversion of portion warehouse)	
• Lab 20x40	\$ 40,000
• Café 20x40	\$ 40,000
• Training 20x40	\$ 40,000
• Finished Open Office Space for Cubicles	\$ 95,000
• 4 Offices, 1 Conference Room	\$ 46,000
• Add 2 Single bathrooms (\$25,000 each)	\$ 50,000
• Factory Partition Wall for Paint Storage Room	\$ 42,000
• Fire Suppression Systems Updates	\$ 100,000
Upgrade to Existing Space	
• Update Existing offices	\$ 50,000
• Paint Warehouse	\$ 42,000

To Regular Agenda

• Fix Paint Exterior (where old sign existed)	\$ 15,000
• Landscape/Parking Lot Improvements	\$ 20,000
Permits / Architect Eng.	\$ 20,000
TOTAL:	\$ 600,000

At this time there are no architectural plans or schematic drawings, however, the Applicant will provide these to the Village of Wheeling if/when available. A copy of a Site Plan and an aerial of the subject property are attached hereto as a part of Exhibits B and C. The estimated date of construction commencement is April 1, 2017 and the estimated date of construction completion is July 30, 2017 with occupancy to take place soon thereafter.

EXHIBIT L (Note that Exhibit M is not applicable as the property will be vacant for greater than 24 months prior to the purchase)

The property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) has been 100% vacant and unused since June 9, 2014. Attached hereto please find an Affidavit executed by a representative of the current owner of the subject property indicating that the site has been 100% vacant and unused since June 9, 2014.

AFFIDAVIT

I, Adi Mor if called to testify would attest to the following facts:

1. That I am The owner of Central Realty Corp., that owns the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000) ("Subject Property");
2. That the prior occupant of the Subject Property was Party Fantasy Inc.
3. That as of June 9, 2014 , Party Fantasy, Inc., completely vacated the Subject Property.
4. That since June 9, 2014 the Subject Property and has been 100% vacant and unused.

Further Affiant Sayeth Not

Adi Mor
Adi Mor

Date: 1/16/17

Subscribed and sworn before me
This 16th day of January, 2017

Aliza Mor
Signature of Notary Public

ALIZA MOR
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 4, 2020

EXHIBIT N

Below please find the estimates of the potential employment at the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000):

1. Projected Temporary Employment (employed in construction): 15-20
2. Projected Immediate/Permanent Employment at the Subject Property: See Below

Hawk currently leases an approximately 19,200 square foot facility located at 780 AEC Dr. in Wood Dale and because its business is growing it needs to expand its operations as soon as possible. Therefore, Hawk plans to move its entire operation to the subject property and bring all 23 (all full-time) of its employees to the property. Hawk plans on adding approximately 3 new employees as soon as possible at the property and also plans on hiring 10 additional employees in the first 3 years and an additional 40 in the next 5 to 10 years. We also note that Hawk will look to hire all qualified Village of Wheeling residents for future employment.

EXHIBIT O

7150 Capital Drive LLC is a single purpose entity that was recently formed in January, 2017 to purchase and own the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). No financial statements exist at this time for 7150 Capital Drive LLC. Please contact Zachary A. Kafitz at 312-782-8310 should you wish to discuss.

EXHIBIT P

7150 Capitol Drive LLC (“Applicant”) plans on purchasing the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Hawk Research Laboratories, LLC (“Hawk”), to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

By purchasing the subject property, rehabilitating the same and Hawk occupying and using the currently vacant site, the Applicant will provide a significant fiscal impact to the Village of Wheeling.

The approximately 15 year old subject property has been vacant and unused since June 9, 2014 and is in need of repairs. Therefore, the Applicant has allotted approximately \$600,000 for immediate improvements to the subject property. Based on initial inspections, these improvements will be to add warehouse partitions, significantly improve the warehouse fire suppression system, complete an office build out and update the exterior of the building as well as to complete other general maintenance. However, please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 15 to 20 construction jobs.

Once the Applicant improves the site and the tenants occupy the same, the property has the potential to generate a significant property tax for the Village of Wheeling. The attached breakdown reveals the effect of what the taxes would be with a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be put in will provide greater real estate taxes for this property than it would if it remained vacant.

Additionally, because of the comparatively high taxes in Cook County it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property, rehabilitate the same and expand Hawk into the subject property. In addition, the Applicant will then look for another location where the property taxes are lower either outside of Cook County or in Cook County at a facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the subject property would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor’s Office.

Hawk currently leases an approximately 19,200 square foot facility located at 780 AEC Dr. in Wood Dale and because its business is growing it needs to expand its operations as soon as possible. Therefore, Hawk plans to move its entire operation to the subject property and bring all 23 (all full-time) of its employees to the property. Hawk plans on adding approximately 3 new employees as soon as possible at the property and also plans on hiring 10 additional employees in the first 3 years and an additional 40 in the next 5 to 10 years. We also note that Hawk will look to hire all qualified Village of Wheeling residents for future employment. In addition, Hawk expects to generate approximately \$37,000 in sales tax receipts.

Additionally, the Village of Wheeling can expect that Hawk and its 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 that Hawk will attract business and various customers to the Village in the course of its operations.

However, the Applicant will need a Class 6b Incentive to successfully operate the subject property, and therefore, will not purchase the subject property, rehabilitate the same and Hawk will not occupy the site without a Class 6b Incentive.

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 be able to rehabilitate the subject property and Hawk can occupy the same. Additionally, Hawk hopes to expand within the Village of Wheeling, and by doing so, the Village will gain an outstanding member of the community that will provide a significant fiscal impact to the Village of Wheeling.

7150 Capitol Dr., Wheeling, Illinois (PIN: 03-14-407-007-0000)

Year	Estimated Market Value	Estimated Tax Rate	Estimated Multiplier	Estimated Tax Without The Class 6b Incentive	Estimated Taxes/ Square Foot Without The Class 6b Incentive	Estimated Tax With The Class 6b Incentive	Estimated Taxes/ Square Foot With The Class 6b Incentive	Estimated Taxes With 100% Vacancy Relief	Estimated Taxes/ Square Foot With 100% Vacancy Relief	Estimated Building Square Feet
2017	\$2,740,000	13.440%	2.6685	\$245,673	\$7.09	\$98,269	\$2.84	\$83,174	\$2.40	34,650
2018	\$2,740,000	13.440%	2.6685	\$245,673	\$7.09	\$98,269	\$2.84	\$83,174	\$2.40	34,650
2019*	\$3,288,000	13.440%	2.6685	\$294,807	\$8.51	\$117,923	\$3.40	\$99,809	\$2.88	34,650
2020	\$3,288,000	13.440%	2.6685	\$294,807	\$8.51	\$117,923	\$3.40	\$99,809	\$2.88	34,650
2021	\$3,288,000	13.440%	2.6685	\$294,807	\$8.51	\$117,923	\$3.40	\$99,809	\$2.88	34,650
2022*	\$3,945,600	13.440%	2.6685	\$353,769	\$10.21	\$141,508	\$4.08	\$119,771	\$3.46	34,650
2023	\$3,945,600	13.440%	2.6685	\$353,769	\$10.21	\$141,508	\$4.08	\$119,771	\$3.46	34,650
2024	\$3,945,600	13.440%	2.6685	\$353,769	\$10.21	\$141,508	\$4.08	\$119,771	\$3.46	34,650
2025*	\$4,734,720	13.440%	2.6685	\$424,523	\$12.25	\$169,809	\$4.90	\$143,725	\$4.15	34,650
2026	\$4,734,720	13.440%	2.6685	\$424,523	\$12.25	\$169,809	\$4.90	\$143,725	\$4.15	34,650
2027	\$4,734,720	13.440%	2.6685	\$424,523	\$12.25	\$254,714	\$7.35	\$143,725	\$4.15	34,650
						15% Assessment in year 11				
2028*	\$5,681,664	13.440%	2.6685	\$509,427	\$14.70	\$407,542	\$11.76	\$172,470	\$4.98	34,650
						20% Assessment in year 12				
Totals				\$4,220,069		\$1,976,703		\$1,428,730		

*Denotes Reassessment Year.

Assumptions:

1. 2015 tax rate and 2015 multiplier.
2. Market value based on the \$2,140,000 purchase price along with \$600,000 of improvements and increasing 20% per reassessment year.
3. Taxes based on 100% vacancy are based on the initial 2016 Cook County Assessor's assessed valuation with 80% of the building assessed value removed, and increasing 20% per reassessment year.

EXHIBIT Q

No other financial inducement requests are planned at this time for the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000).

EXHIBIT R

7150 Capitol Drive LLC ("Applicant") plans on purchasing the property located at 7150 Capitol Dr. in Wheeling, Illinois (PIN: 03-14-407-007-0000). The Applicant plans to purchase and rehabilitate the subject property in order for its related entity, Hawk Research Laboratories, LLC ("Hawk"), to occupy the entire site for its own use consisting of the research and development and warehousing and distribution of kitchen and bathroom surface refinishing products.

The Applicant is eager to rehabilitate the subject property and expand Hawks' operations within the Village of Wheeling, however, the Applicant will not purchase the subject property without a Class 6b Incentive.

It is because of the comparatively high taxes in Cook County that it is likely the property will continue to remain vacant for a long time if the Applicant is unable to obtain a Class 6b Incentive. Without a Class 6b Incentive, the Applicant will not purchase the subject property and expand its operations into the same, and will look for another location where the property taxes are lower either outside of Cook County or in Cook County at another facility that already has a Class 6b Incentive or can secure a Class 6b Incentive. As a result, the site would most likely continue to sit vacant and on vacancy relief with the Cook County Assessor's Office.

Granting a property vacancy relief at the Cook County Assessor's Office means that the Assessor's Office lowers a property's overall building assessment due to the property being vacant. Although the Class 6b Incentive will lower the assessment level from 25% to 10% for an industrial property for ten years (15% in the eleventh year and 20% in the twelfth year), the property will generate a greater tax even with a Class 6b Incentive than it would if it were to remain on vacancy relief. This is because an occupied building, along with the improvements the Applicant will be putting into the building, should raise the overall assessment of the property.

The attached breakdown reveals the effect of what the taxes will be with and without a Class 6b Incentive as well as the comparably lower taxes on this property if it remains vacant and without any improvements. By looking at this breakdown, one can see that the overall taxes for this property with a Class 6b Incentive along with the investment to be added should be greater than the taxes for this property if it were to remain on vacancy relief.

The approximately 15 year old subject property has been vacant and unused since June 9, 2014 and is in need of repairs. Therefore, the Applicant has allotted approximately \$600,000 for immediate improvements to the subject property. Based on initial inspections, these improvements will be to add warehouse partitions, significantly improve the warehouse fire suppression system, complete an office build out and update the exterior of the building as well as to complete other general maintenance. However, please note that these rehabilitation costs could significantly vary for a variety of reasons depending on cosmetic improvements and market variances. Further inspections of the subject property may require additional improvements. This rehabilitation will create approximately 15 to 20 construction jobs.

Hawk currently leases an approximately 19,200 square foot facility located at 780 AEC Dr. in Wood Dale and because its business is growing it needs to expand its operations as soon as possible. Therefore, Hawk plans to move its entire operation to the subject property and bring all 23 (all full-time) of its employees to the property. Hawk plans on adding approximately 3 new employees as soon as possible at the property and also plans on hiring 10 additional employees in the first 3 years and an additional 40 in the next 5 to 10 years. We also note that Hawk will look to hire all qualified Village of Wheeling residents for future employment. In addition, Hawk expects to generate approximately \$37,000 in sales tax receipts.

By purchasing the subject property, rehabilitating the same and Hawk occupying and expanding into the currently vacant and unused site, the Applicant will enable Hawk to expand its operations in the Village of Wheeling. However, the Applicant will need a Class 6b Incentive to successfully operate the subject property, and therefore, will not purchase the subject property or rehabilitate the same and Hawk will not occupy the site without a Class 6b Incentive.

7150 Capitol Dr., Wheeling, Illinois (PIN: 03-14-407-007-0000)

Year	Estimated Market Value	Estimated Tax Rate	Estimated Multiplier	Estimated Tax Without The Class 6b Incentive	Estimated Taxes/ Square Foot Without The Class 6b Incentive	Estimated Tax With The Class 6b Incentive	Estimated Taxes/ Square Foot With The Class 6b Incentive	Estimated Taxes With 100% Vacancy Relief	Estimated Taxes/ Square Foot With 100% Vacancy Relief	Estimated Building Square Feet
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						20% Assessment in year 12				
Totals				\$4,220,069		\$1,976,703		\$1,428,730		

*Denotes Reassessment Year.

Assumptions:

1. 2015 tax rate and 2015 multiplier.
2. Market value based on the \$2,140,000 purchase price along with \$600,000 of improvements and increasing 20% per reassessment year.
3. Taxes based on 100% vacancy are based on the initial 2016 Cook County Assessor's assessed valuation with 80% of the building assessed value removed, and increasing 20% per reassessment year.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S) 13.B-1
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: An Ordinance Vacating a Certain Portion of the Unimproved Commercial Drive Right of Way

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

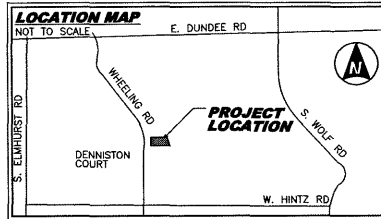
BASIC DESCRIPTION OF ITEM: The Ordinance effectuates the vacation of the existing but unimproved Commercial Drive Right of Way. The vacation is a condition of the special use site plan approval granted by the Board on October 17, 2016, for the proposed new Builder's Asphalt to be located at 571-581 Wheeling Road.

EXHIBIT(S) ATTACHED: Ordinance

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

PLAT OF VACATION



LEGEND:

- BOUNDARY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (BSL)
- EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- UNDERLYING LOT LINE
- SECTION LINE
- (R) RECORD
- HEREBY VACATED

SPACE RESERVED FOR COOK COUNTY RECORDER CERTIFICATE:

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WHEELING,
COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____
DAY OF _____, A.D., 20____.

CHAIRMAN _____

SECRETARY _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF COOK }ACCEPTED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS,
THIS _____ DAY OF _____, A.D., 20____.

BY: PRESIDENT _____

ATTEST: VILLAGE CLERK _____

DATE _____ CHAIRMAN _____

GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
- BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

PROPERTY DESCRIPTION: NORTH HALF

THE NORTH 40.00 FEET OF THAT PART OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.94 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE, BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY, THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

AREA:

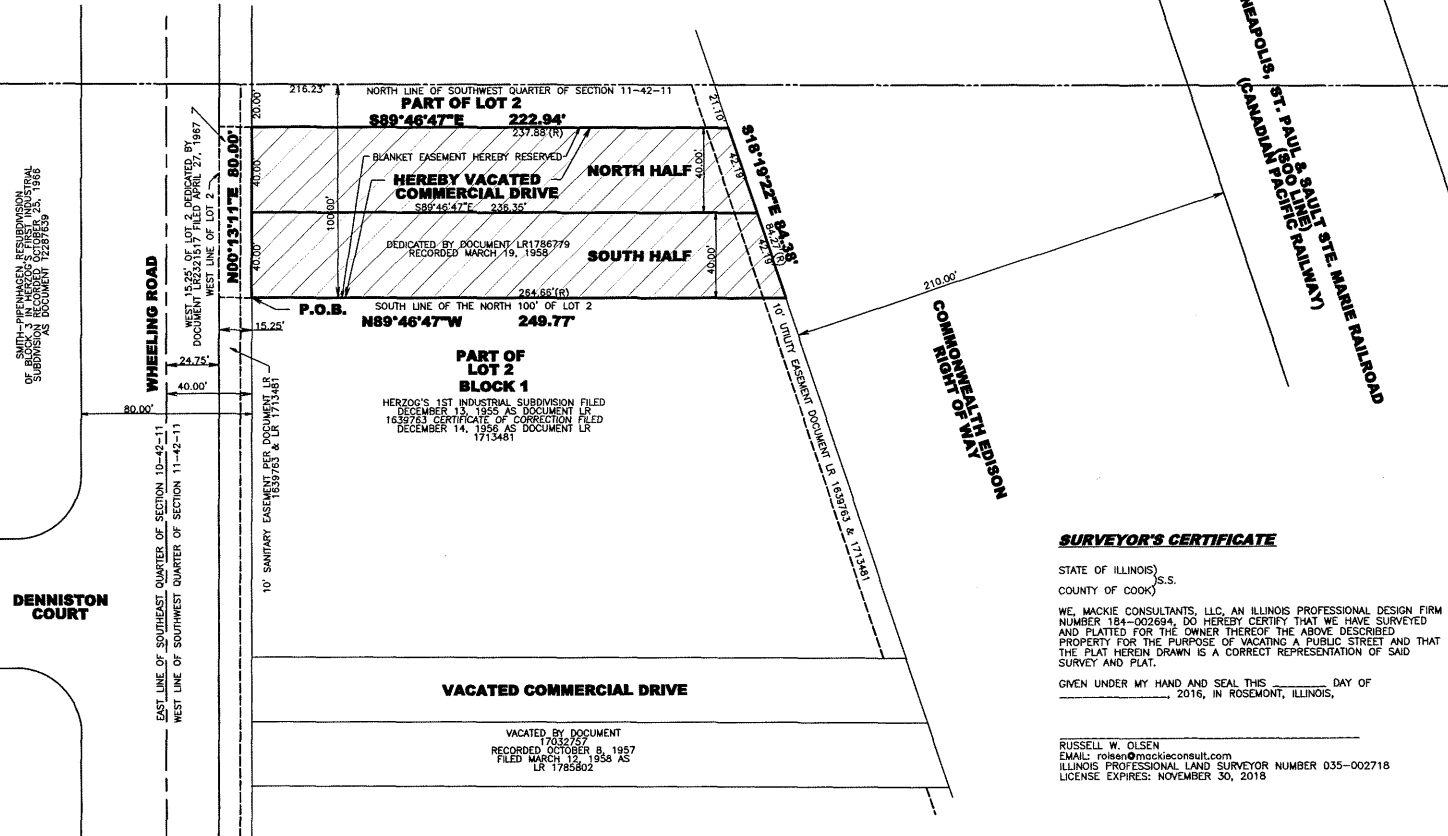
PROPERTY CONTAINS 9,186 SQUARE FEET OR 0.211 ACRE MORE OR LESS

PROPERTY DESCRIPTION: SOUTH HALF

THAT PART (EXCEPT THE NORTH 40.00 FEET THEREOF) OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE, THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.94 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE, BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY, THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

AREA:

PROPERTY CONTAINS 9,723 SQUARE FEET OR 0.223 ACRE MORE OR LESS



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } S.S.
COUNTY OF COOK }

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PLATTED FOR THE OWNER THEREOF THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF VACATING A PUBLIC STREET AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2016, IN ROSEMONT, ILLINOIS,

RUSSELL W. OLSEN
EMAIL: rolsen@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2018



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)896-1400
www.mackieconsult.com

			DESIGNED	DAS
			DRAWN	RWO
			APPROVED	DAG
02-16-17	REVISE PER VILLAGE REVIEW	RWO	DATE	10-04-16
01-19-17	REVISE PER VILLAGE REVIEW	RWO	SCALE	1"=40'
DATE	DESCRIPTION OF REVISION	BY		

**PLAT OF VACATION
COMMERCIAL DRIVE
WHEELING, ILLINOIS**

SHEET

1 OF 1

PROJECT NUMBER: 2820
© MACKIE CONSULTANTS LLC, 2017
ILLINOIS FIRM LICENSE 184-002694

BLANKET EASEMENT PROVISIONS

A BLANKET EASEMENT FOR EXISTING UTILITIES AND WATERMAIN WITHIN COMMERCIAL DRIVE RIGHT-OF-WAY TO BE VACATED IS HEREBY RESERVED FOR CONTINUING PUBLIC SERVICE AND FOR MAINTENANCE AND/OR SERVICE OF PUBLIC UTILITIES.

ORDINANCE NO. _____

**AN ORDINANCE VACATING A CERTAIN PORTION OF THE UNIMPROVED
COMMERCIAL DRIVE RIGHT OF WAY**

WHEREAS, a part of that certain dedicated public right-of-way known as Commercial Drive (herein "**Street To Be Vacated**"), legally described below and shown upon the plat attached hereto and made a part hereof as **EXHIBIT A** entitled "Plat of Vacation", Wheeling, Illinois is not now being used as a public right-of-way; and

WHEREAS, the owners (collectively herein "**Owners**") of the lots described below which abut upon a portion of said Street To Be Vacated have requested that the Street To Be Vacated be vacated by the corporate authorities of the Village of Wheeling; and

WHEREAS, the President and Board of Trustees of the Village of Wheeling have determined that the said Street To Be Vacated is not now and will not be required for public right-of-way and that the public interest will be served by vacating the same in that the public relief from the further burden and responsibility of maintaining the Street To Be Vacated.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: The President and Board of Trustees of the Village of Wheeling hereby determine:

- A. The Street To Be Vacated lies entirely within the corporate limits of the Village of Wheeling.
- B. The appraised fair market value of the Street To Be Vacated is Fourteen Thousand and 00/100 Dollars (\$14,000.00).
- C. Pursuant to 65 ILCS 5/11-91-1, an ordinance vacating a right-of-way can provide that it shall not become effective until the owner(s) of the property abutting the right-of-way, or the owner(s) of a particular parcel of property abutting the right-of-way, to be vacated, pay(s) compensation to the municipality in an amount which, in the judgment of the corporate authorities, shall be the fair market value of the property acquired or of the benefits which will accrue to the municipality by reason of the vacation.
- D. The public interest will be served by vacating the Street To Be Vacated in that there will be relief to the public from the further burden and responsibility of maintaining the Street To Be Vacated as Street; the Street To Be Vacated, will be placed back on the tax rolls of Cook County and taxable by local taxing jurisdictions as private property; and compensation will be paid.

- E. That the part of the street known as Commercial Drive designated herein as the **"Street To Be Vacated"** is shown on the Plat attached hereto and made a part hereof as **EXHIBIT A** and legally described as:

NORTH HALF:

THE NORTH 40.00 FEET OF THAT PART OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE; THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.94 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE, BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SOUTH HALF:

THAT PART (EXCEPT THE NORTH 40.00 FEET THEREOF) OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD

PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE; THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.94 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE, BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

F. The Owners are the title holders of record of parcels of property adjacent to and to the north and south of the Street To Be Vacated which properties ("Abutting Properties") are legally described as:

1. Abutting Property to the North of the Street To Be Vacated - 435 Wheeling Road, Wheeling, IL ("North Property")

LOT 1 (EXCEPTING THE WEST 15.25 FEET THEREOF) AND THE NORTH 20.0 FEET OF LOT 2 (EXCEPTING THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION BEING PART OF THE EAST HALF OF SECTION 10 AND THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1955 AS DOCUMENT #1639763 AND A CERTIFICATE OF CORRECTION THEREOF RECORDED DECEMBER 14, 1956 AS DOCUMENT #1713481, IN COOK COUNTY, ILLINOIS.

(PIN: 03-11-100-038)

2. Abutting Property to the South of the Street To Be Vacated - 571-581 Wheeling Road, Wheeling, IL ("South Property")

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF

HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATED REGISTERED AS DOCUMENT LR 2321517 AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENDED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.

(PINS: 03-11-300-013-0000; 03-11-300-021).

THAT PART OF LOT 3, IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON DECEMBER 13, 1955 AS DOCUMENT t-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-173481, ALL IN COOK COUNTY, ILLINOIS.

(PIN: 03-11-300-014-0000)

and only such Owners, having requested that the Street To Be Vacated be vacated, shall pay compensation to the Village in the amount of Fourteen Thousand and 00/100 Dollars (\$14,000.00).

SECTION TWO: This Ordinance shall be subject to the following conditions:

- A. Owners shall deposit with the Village the amount estimated by the Village to cover the recording costs of this Vacation Ordinance and all third party fees necessary to complete the vacation process, including attorney and engineering fees.
- B. Owners shall deposit with the Village Seven Thousand and no/100 Dollars (\$7,000.00) each.
- C. The retention of a drainage and utility easement over and under the Street To Be Vacated as shown on the plat, attached hereto as **EXHIBIT A**, with the final language to be approved the engineer.

SECTION THREE: That, in accordance with §5/11-91-1 of Chapter 65 of the Illinois Compiled Statutes, upon the recording of a certified copy of this ordinance and the Plat of Vacation, attached hereto as **EXHIBIT A**, legal title to the North Half of Street To Be Vacated shall vest in the Owner of the North Property legally described as follows:

435 S. Wheeling Road, Wheeling, IL

LOT 1 (EXCEPTING THE WEST 15.25 FEET THEREOF) AND THE NORTH 20.0 FEET OF LOT 2 (EXCEPTING THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION BEING PART OF THE EAST HALF OF SECTION 10 AND THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1955 AS DOCUMENT #1639763 AND A CERTIFICATE OF CORRECTION THEREOF RECORDED DECEMBER 14, 1956 AS DOCUMENT #1713481, IN COOK COUNTY, ILLINOIS.

(PIN: 03-11-100-038)

And legal title to the South Half of the Street To Be Vacated shall vest in the Owner of the South Property, legally described as follows:

571-581 Wheeling Road, Wheeling, IL

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 100 FEET THEREOF AND EXCEPT THE WEST 15.25 FEET THEREOF) AND THAT PART OF LOT 3 LYING NORTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 (EXCEPTING FROM SAID PART OF LOT 3 THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD

PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT T-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-1713481, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED COMMERCIAL DRIVE LYING SOUTH OF THE SOUTH LINE OF LOT 2, NORTH OF THE NORTH LINE OF LOT 3, EAST OF THE EAST LINE OF WHEELING ROAD (AS WIDENED BY PLAT OF DEDICATED REGISTERED AS DOCUMENT LR 2321517 AND LYING WEST OF THE EASTERLY LINE OF LOT 2 EXTENDED SOUTHERLY TO THE NORTHEASTERLY CORNER OF LOT 3 AFORESAID, IN BLOCK 1, IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST ½ OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 13, 1955 AS DOCUMENT LR 1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT LR 1713481.

(PINS: 03-11-300-013-0000; 03-11-300-021).

THAT PART OF LOT 3, IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, HEREINAFTER DESCRIBED, LYING SOUTH OF A LINE DRAWN PARALLEL WITH AND 320.18 FEET SOUTH OF THE NORTH LINE OF LOT 3 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON DECEMBER 13, 1955 AS DOCUMENT t-1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO. T-173481, ALL IN COOK COUNTY, ILLINOIS.

(PIN: 03-11-300-014-0000)

SECTION FOUR: That the Owners are in agreement with the terms and conditions of this Ordinance, as evidenced by the Owners' execution of the Consents and Waivers attached hereto as Exhibit B.

SECTION FIVE: That, in the event that the conditions stated in Section Two above are not met within sixty (60) days of the approval date of this Ordinance, this Ordinance shall be null and void and of no further effect, the recording as referenced in Section Six below shall not take place, and the Corporate Authorities of the Village shall take the appropriate action to formally repeal this Ordinance.

SECTION SIX: That, upon the Village's determination that all conditions stated in this Ordinance have been met, the Village Engineer is hereby directed to record the original of this Ordinance and a certification by the Village Clerk as to the Ordinance being the original Ordinance, with the Cook County Recorder of Deeds.

SECTION SEVEN: That this Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4ths) vote of the Trustees holding office, and approval, as required by law.

SECTION EIGHT: That the Village Clerk of the Village of Wheeling be and is directed hereby to publish this Ordinance in pamphlet form.

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

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

APPROVED this ____ day of _____, 2017.

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

Published in pamphlet form _____, 2017.

EXHIBIT A
PLAT OF VACATION

EXHIBIT B
CONSENT AND WAIVER

_____, being the Owner of the property located at 435 Wheeling Road, Wheeling, IL, (PIN: 03-11-100-038) one of the "Owners" referred to herein, hereby voluntarily agrees to be bound by the terms and conditions of this Ordinance, relative to the vacation of the Street To Be Vacated, and hereby further agree that the terms and conditions of this Ordinance shall constitute a covenant running with the land and shall be binding upon the Owner's successors in any manner in title to the Land. The Owner further agrees to maintain the Street To Be Vacated in accordance with all applicable codes and to pay all property taxes assessed upon the Street To Be Vacated in a timely manner. The Owner further agrees to waive any and all claims against the Village related to the condition of the Street to be Vacated or the status of title arising out of this Vacation Ordinance.

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the signed instrument as their free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2017.

Notary Public

CONSENT AND WAIVER

_____, being the Owner of the property located at 571-581 Wheeling Road, Wheeling, IL, (PINS: 03-11-300-013-0000; 03-11-300-021; 03-11-300-014-0000) one of the "Owners" referred to herein, hereby voluntarily agrees to be bound by the terms and conditions of this Ordinance, relative to the vacation of the Street To Be Vacated, and hereby further agree that the terms and conditions of this Ordinance shall constitute a covenant running with the land and shall be binding upon the Owner's successors in any manner in title to the Land. The Owner further agrees to maintain the Street To Be Vacated in accordance with all applicable codes and to pay all property taxes assessed upon the Street To Be Vacated in a timely manner. The Owner further agrees to waive any and all claims against the Village related to the condition of the Street to be Vacated or the status of title arising out of this Vacation Ordinance.

By: _____

Its: _____

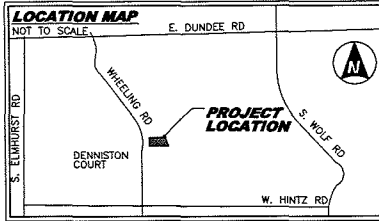
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the signed instrument as their free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2017.

Notary Public

PLAT OF VACATION



LEGEND:

- BOUNDARY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (BSL)
- EASEMENT LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- UNDERLYING LOT LINE
- SECTION LINE
- (R) RECORD
- HEREBY VACATED

SPACE RESERVED FOR COOK COUNTY RECORDER CERTIFICATE:

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF WHEELING,
COOK AND LAKE COUNTIES, ILLINOIS, AT A MEETING HELD THIS _____
DAY OF _____, A.D., 20____

CHAIRMAN _____

SECRETARY _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)ACCEPTED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS,
THIS _____ DAY OF _____, A.D., 20____BY: _____
PRESIDENTATTEST: _____
VILLAGE CLERK

DATE _____ CHAIRMAN _____

GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
- BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

PROPERTY DESCRIPTION: NORTH HALF

THE NORTH 40.00 FEET OF THAT PART OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE; THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.84 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE; BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

AREA:

PROPERTY CONTAINS 9,186 SQUARE FEET OR 0.211 ACRE MORE OR LESS

PROPERTY DESCRIPTION: SOUTH HALF

THAT PART (EXCEPT THE NORTH 40.00 FEET THEREOF) OF COMMERCIAL DRIVE, DEDICATED BY DOCUMENT LR 1786779 RECORDED MARCH 19, 1958, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE SOUTH LINE OF SAID COMMERCIAL DRIVE, BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 100 FEET OF LOT 2 AND THE EAST LINE OF THE WEST 15.25 FEET OF SAID LOT 2 IN BLOCK 1 OF HERZOG'S 1ST INDUSTRIAL SUBDIVISION, A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST HALF OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED DECEMBER 13, 1955 AS DOCUMENT LR 1639763, AND CERTIFICATE OF CORRECTION FILED DECEMBER 14, 1956 AS DOCUMENT LR 1713481; THENCE NORTH 00 DEGREES 13 MINUTES 11 SECONDS EAST, A DISTANCE OF 80.00 FEET ALONG SAID EAST LINE OF THE WEST 15.25 FEET OF LOT 2 TO THE NORTH LINE OF SAID COMMERCIAL DRIVE; THENCE SOUTH 89 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 222.84 FEET ALONG SAID NORTH LINE TO THE EASTERLY LINE OF SAID COMMERCIAL DRIVE; BEING THE WESTERLY LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE SOUTH 18 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 84.38 FEET ALONG SAID EASTERLY LINE TO THE SOUTH LINE OF SAID COMMERCIAL DRIVE; THENCE NORTH 89 DEGREES 46 MINUTES 47 SECONDS WEST, A DISTANCE OF 249.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

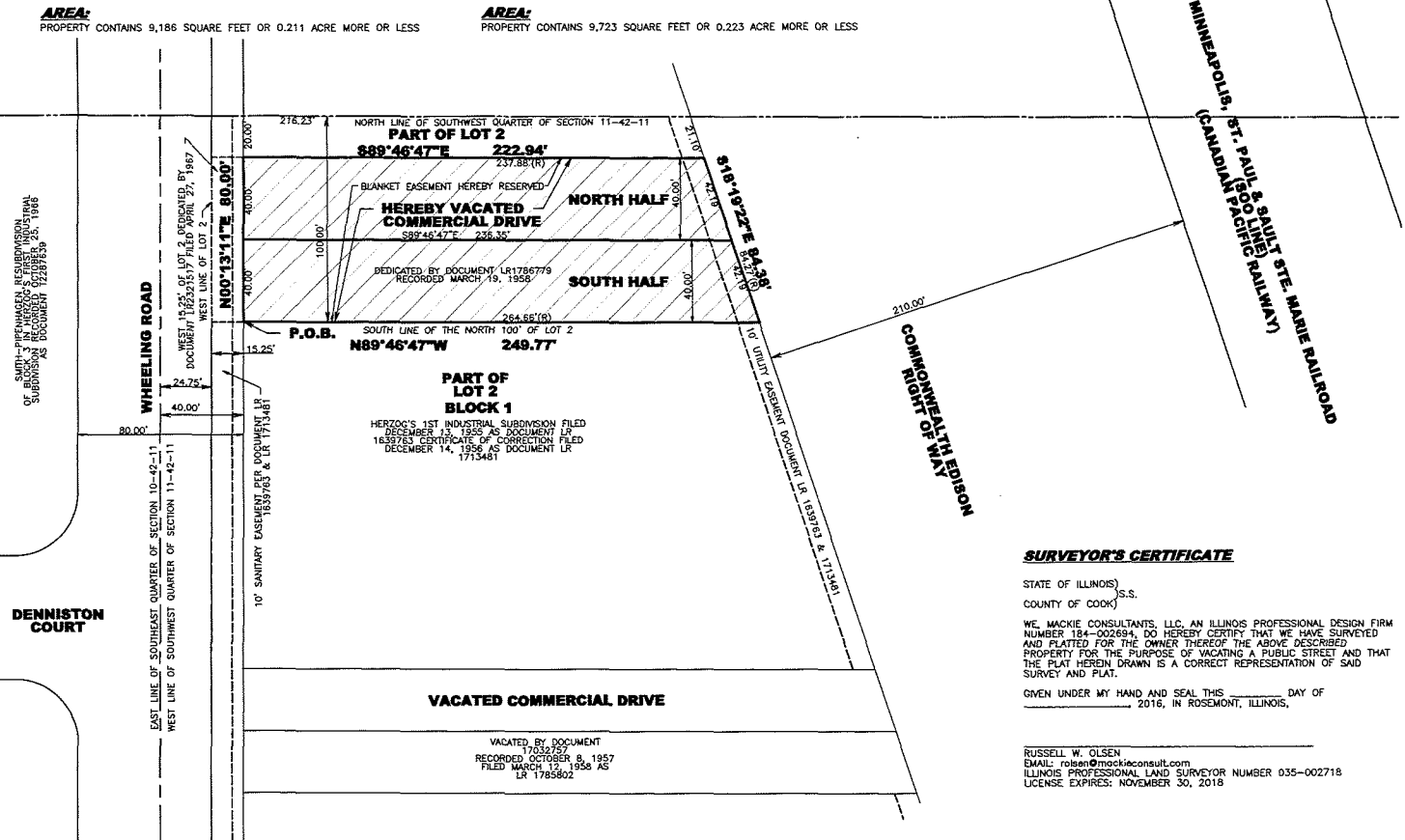
AREA:

PROPERTY CONTAINS 9,723 SQUARE FEET OR 0.223 ACRE MORE OR LESS

40 20 0 40
SCALE: 1" = 40'

BLANKET EASEMENT PROVISIONS

A BLANKET EASEMENT FOR EXISTING UTILITIES AND WATERMAIN WITHIN COMMERCIAL DRIVE RIGHT-OF-WAY TO BE VACATED IS HEREBY RESERVED FOR CONTINUING PUBLIC SERVICE AND FOR MAINTENANCE AND/OR SERVICE OF PUBLIC UTILITIES.



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

WE, MACKIE CONSULTANTS, LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002694, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND PLATTED FOR THE OWNER THEREOF THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF VACATING A PUBLIC STREET AND THAT THE PLAT HEREIN DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2016, IN ROSEMONT, ILLINOIS,

RUSSELL W. OLSEN
EMAIL: rolsen@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2018



Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DESIGNED	DAS
DRAWN	RWO
APPROVED	DAG
DATE	10-04-16
DATE	10-04-16
REVISION	DESCRIPTION OF REVISION
02-16-17	REVISE PER VILLAGE REVIEW
01-19-17	REVISE PER VILLAGE REVIEW
DATE	DESCRIPTION OF REVISION

**PLAT OF VACATION
COMMERCIAL DRIVE
WHEELING, ILLINOIS**

SHEET

1 OF 1

PROJECT NUMBER: 2820
© MACKIE CONSULTANTS LLC, 2017
ILLINOIS FIRM LICENSE 184-002694

BLANKET EASEMENT PROVISIONS

A BLANKET EASEMENT FOR EXISTING UTILITIES AND WATERMAIN WITHIN COMMERCIAL DRIVE RIGHT-OF-WAY TO BE VACATED IS HEREBY RESERVED FOR CONTINUING PUBLIC SERVICE AND FOR MAINTENANCE AND/OR SERVICE OF PUBLIC UTILITIES.

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.B-2

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Tuesday, February 21, 2017

TITLE OF ITEM SUBMITTED: A Resolution Awarding Compensatory Storage Credit to Facilitate the Development of 571 S. Wheeling Road

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The special use and site plan approval for Builders Asphalt at 571 S. Wheeling Road included engineering plans that were dependent upon approval of off-site compensatory storage. The proposed compensatory storage credit purchase agreement is intended to satisfy a condition of approval from the October 2016 special use ordinance and allow the business to proceed to permit issuance.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Resolution
Staff Memo
Compensatory Storage Purchase Agreement, last revised 2.14.2017
Map of Available Compensatory Storage & Detention Credits

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



MEMORANDUM

TO: Jon A Sfondilis, Village Manager

FROM: Andrew C. Jennings, Director of Community Development

DATE: February 15, 2017

SUBJECT: Resolution Awarding Compensatory Storage Credit to Facilitate the Development of 571 S. Wheeling Road

EXECUTIVE SUMMARY

The attached resolution authorizes the Village Manager to enter into an agreement with Builders Asphalt for the sale of compensatory storage credit to facilitate the approved development of an asphalt plant at 571 S. Wheeling Road. The special use and site plan approval for the new plant included plans that assumed off-site compensatory storage to satisfy the requirements related to proposed fill within the regulatory floodplain.

The Village of Wheeling approved a series of ordinances on October 17, 2016, related to the development of an asphalt plant at 571 S. Wheeling Road. Through these ordinances, Builders Asphalt, formed as a separate entity from Orange Crush, was approved to relocate the Orange Crush operation and build a modern plant on a larger property.

Ordinance No. 5038, the special use and site plan approval, included a condition of approval requiring a formal agreement between Builders Asphalt and the Village of Wheeling for off-site compensatory storage credit. The site plan and engineering plans referenced in the ordinance rely on fill in the regulatory flood plain, requiring compensatory storage.

The proposed purchase agreement is somewhat unique as compared to previous stormwater credit awards. The subject location is likely to be removed partially or perhaps entirely from the regulatory floodplain through the completion of an ongoing study being performed on behalf of the Village. In order to comply with current requirements, the business is proposing to deposit \$244,000.00 for the use of 3.05 acre feet of compensatory storage credits. Should the study ultimately conclude that the property is to be removed from the regulatory floodplain, the deposit would be returned and the credits would be available to be awarded to another development. The agreement also allows for a partial refund if the property is not entirely removed from the floodplain.

The attached resolution authorizes the Village Manager to enter into the compensatory storage credit purchase agreement with Builders Asphalt. While the agreement has been reviewed and approved by both parties, the resolution also allows the Village Manager and Village Attorney to make minor modifications to the agreement prior to execution.

ATTACHMENTS: Resolution (precedes this memo)
Compensatory Storage Purchase Agreement, last revised 2.14.2017
Map summarizing balance of regional stormwater management credits

RESOLUTION NO. 17- _____

**A RESOLUTION AWARDDING COMPENSATORY STORAGE CREDIT TO
FACILITATE THE DEVELOPMENT OF 571 S. WHEELING ROAD**

WHEREAS, the Village of Wheeling, Wheeling Park District, and Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) entered into an agreement on April 1, 2010, subsequently amended, relating to the redevelopment of Heritage Park, which included regional stormwater management and flood control facilities; and

WHEREAS, in return for providing land to facilitate the project, the Village of Wheeling received stormwater detention in Heritage Lake and compensatory storage capacity within the new flood control basin; and

WHEREAS, on October 26, 2015, through Resolution No. 15-107, the Village of Wheeling adopted a policy for the distribution of stormwater management credits in Heritage Park; and

WHEREAS, the Village of Wheeling approved Ordinance No. 5038 on October 17, 2016, granting special use and site plan approval for Builders Asphalt to construct and operate an asphalt plant at 571 S. Wheeling Road; and

WHEREAS, the development plans for said project require fill in the regulatory flood plain, resulting in a need for 3.05 acre feet of compensatory storage; and

WHEREAS, the Village of Wheeling has recently commissioned a study of the floodplain boundaries and elevations in the area of the subject property, and it is believed to be highly probable that the subject property will be removed, at least in part, from the floodplain; and

WHEREAS, in accordance with the stormwater credit policy, the Village of Wheeling and Builders Asphalt have prepared an agreement for the purchase of 3.05 acre feet of compensatory storage to allow for the asphalt plant to proceed to building permit as approved; and

WHEREAS, said purchase agreement includes a provision to allow a full or partial refund of the deposit for the purchase of compensatory storage credits should the Village's ongoing study of the floodplain in the area remove the property from the floodplain.

**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:**

SECTION 1

The foregoing recitals are incorporated into this Resolution by this reference as findings of the President and Board of Trustees.

SECTION 2

The Village Board hereby authorizes the Village Manager to execute any and all documents as may be required in order to award compensatory storage credit to Builders Asphalt (referred to in the agreement as 571 Wheeling LLC) as described in this Resolution, including but not limited to the draft purchase agreement, attached hereto and made part of, last revised February 14, 2017, and subject to such minor modifications as may be agreed to be the Village Attorney and Village Manager to prepare for the execution of the agreement.

Trustee_____ moved, seconded by Trustee_____,
that Resolution No. 17- _____be passed.

President Argiris _____

Trustee Krueger_____

Trustee Papantos _____

Trustee Vito _____

Trustee Brady _____

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

COMPENSATORY STORAGE PURCHASE AGREEMENT

This Agreement (“Agreement”) entered into this ____ day of _____, 2017 by and between 571 Wheeling, LLC an Illinois limited liability company (“571”) and the Village of Wheeling, an Illinois municipal corporation (“Village”).

WHEREAS, the Village has the right of use and availability of stormwater detention and compensatory storage facilities (“Storm Water Facilities”) located south of Dundee Road whose size are in excess of that required for current existing development within the Village; and

WHEREAS, the Village deems it appropriate to provide approved development projects within the Village with storm water compensatory storage utilizing the Village’s Storm Water Facilities and in doing so charge for this use in order to be reimbursed for the Village’s costs in development and maintenance of the Village’s Storm Water Facilities; and

WHEREAS, the Village is participating in a formal remapping of the existing FEMA designated Buffalo Creek Flood Plain within the Village, the effect of such remapping may be to eliminate some of the required compensatory storage on certain properties.

1. On October 17, 2016, pursuant to Ordinance Numbers 5036, 5037, 5038, and 5039, the Village approved 571’s request to allow for construction of a new Asphalt Plant at 571 and 581 South Wheeling Road (“571 Property”).
2. As part of the approvals, 571 agreed to purchase, and the Village agrees to sell 3.05 acre feet of Compensatory Storage (“Compensatory Storage”) from the Village in order to serve its development.
3. The Village has sufficient capacity within its Storm Water Facilities in order to provide this amount of Compensatory Storage.
4. 571’s Property is part of the properties for which the flood elevation remapping study is being done.
5. The Village recognizes that if the mapping study upon completion is accepted by the Federal Emergency Management Agency, the 571 property may no longer need the full 3.05acre feet of Compensatory Storage.
6. In recognition that once FEMA adopts the new Flood Insurance Rate Maps (“FIRM”) in the future and the restudied base flood elevation as approved by FEMA may not require the full 3.05 acre feet of Compensatory Storage which is now required per Section 22.18.080 of the Wheeling Municipal Code (Compensatory Storage) for development of the 571’s Property, the Village agrees to reserve the 3.05 acre feet of compensatory storage until such time as the new maps demonstrate that less or no compensatory storage is needed.
7. At the time of application for a building permit for the asphalt plant, 571 shall submit to the Village Two Hundred Forty Four Thousand and 00/100 Dollars

(\$244,000.00), (“Storm Water Deposit”), as payment for the Compensatory Storage.

8. The Village agrees to hold the Storm Water Deposit in escrow account pending review and approval of the flood plain remapping project.
9. Upon the confirmation from FEMA of the new Base Flood Elevation, submittal from the Developer’s Engineer amending the record drawings and calculations and review and approval by the Village Engineer that no additional Compensatory Storage is required for 571’s Property the requirement for the purchase of the Storm Water Credits will become void and the 3.05 acre feet will be released for use by other properties. The Village will then, within 45 days of notice that no Compensatory Storage is required, release to 571 the Storm Water Deposit.
10. If after the remapping is completed the new floodplain map requires that the Subject Property requires all of the 3.05acre feet, the Village will retain the Storm Water Deposit as payment for the credits that are required. If the remapping shows that some but not all of the Storm Water Credits are required, the Village will retain that portion of the Storm Water Deposit based on the cost per acre feet of credit that is still required and will return, within 45 days of determination of Storm Water Credit which is required, the remaining Storm Water Deposit.
11. If after the remapping the approved Base Flood Elevation has not removed all floodplain areas at the 571 Property that were filled to elevate the existing ground above the BFE, the Developer’s Engineer shall complete a Letter of Map Revision(LOMR) for those areas that have been removed from the floodplain and compensated for. The LOMR shall be approved by FEMA prior to the return of Storm Water Deposit. The 45 day notice for the release of the Deposit shall not begin until the written confirmation of the approved LOMR is received from FEMA.

This Agreement shall be binding on the parties as of the ____ day of _____, 2017.

Attested to:

Village of Wheeling

571 Wheeling, LLC

By: _____

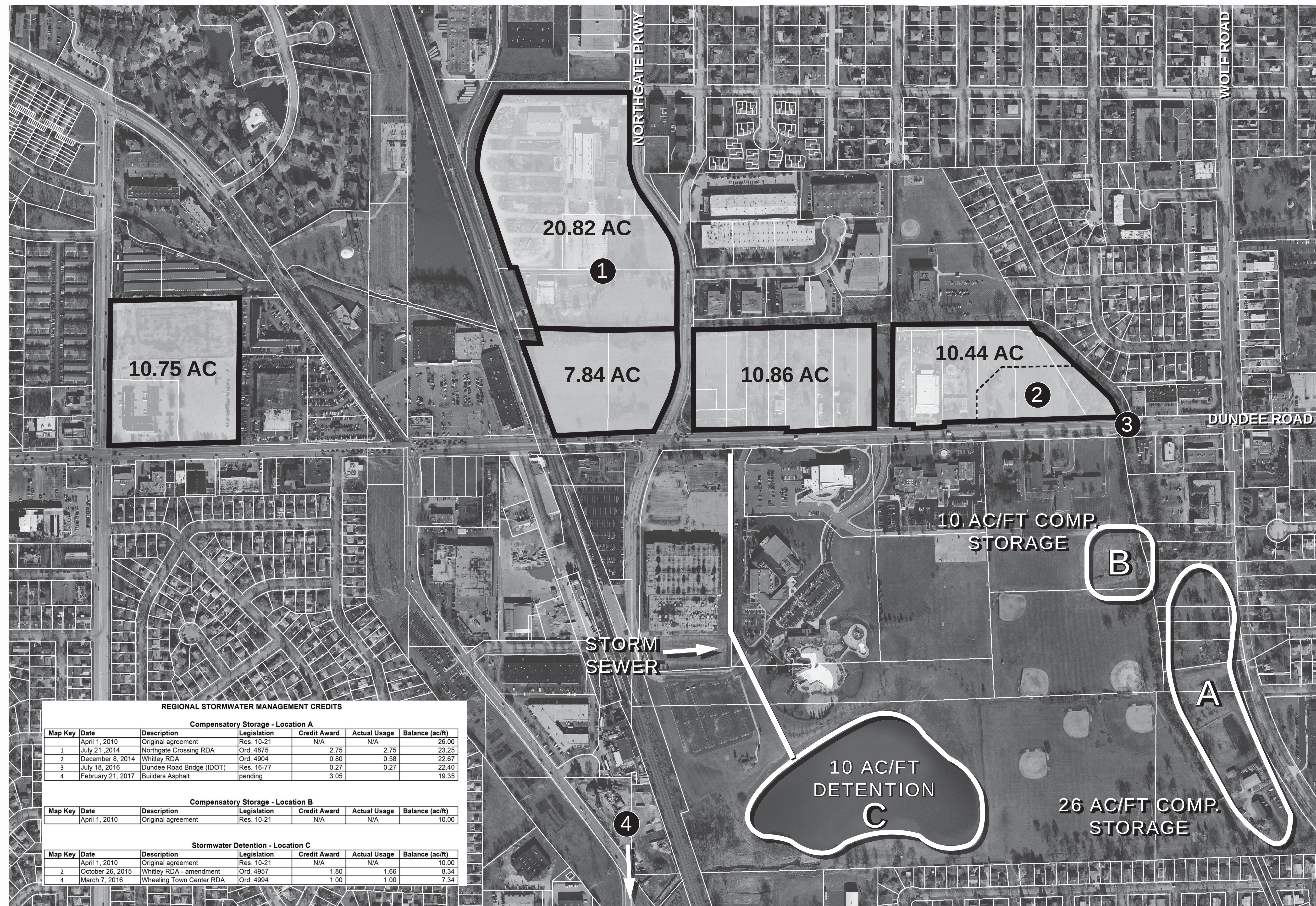
By: _____

Name: _____

Name: _____

Its: _____

Its: _____



0 240 480 960 1,440 1,920 Feet

AVAILABILITY OF COMPENSATORY STORAGE AND DETENTION CREDITS
VILLAGE OF WHEELING
FEBRUARY 21, 2017

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village Manager to Execute a Contract with Langos Corp. for Demolition Services Related to the Fox Point Mobile Home Park Relocation Program

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The Fox Point disaster recovery grant allows for the Village to hire a demolition contractor to properly dismantle and dispose of the homes and other miscellaneous features on the site. The Village has reviewed the proposals that were received through the RFP process, and Staff is recommending that Langos Corp. be awarded the contract. Langos Corp. proposed the lowest overall price and provided the approach that is most closely aligned with the objectives of the program.

BUDGET²: Funding for the contract is to be reimbursed on a rolling basis from the CDBG-DR grant.

BIDDING³: The contract was awarded through a bidding process in accordance with the grant rules.

EXHIBIT(S) ATTACHED: Resolution
Staff memo
Contract document, dated February 15, 2017
Proposal, dated February 6, 2017 (includes RFP)

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Andrew Jennings, Director of Community Development

DATE: February 21, 2017

SUBJECT: A Resolution Authorizing the Village Manager to Execute a Contract with Langos Corp. for Demolition Services Related to the Fox Point Mobile Home Park Relocation Program, 573-601 S. Milwaukee Avenue

EXECUTIVE SUMMARY

In October of 2015, the Village agreed to terms with Cook County to act in the role of grant subrecipient on a Community Development Block Grant Disaster Recovery (CDBG-DR) program designed to assist the residents of the Fox Point Mobile Home Park relocate to properties that are not subject to the risks associated with repetitive flooding. The CDBG-DR grant authorizes the Village to contract for demolition services to properly dispose of the vacant homes and prepare the site for use as open space. Following an RFP process, Staff is recommending that Langos Corp. be awarded the contract.

The Village has agreed to act in the role of grant subrecipient in a CDBG-DR grant intended to assist the residents of the Fox Point Mobile Home Park relocate from the property due to the impacts of repetitive flooding.

The Fox Point disaster recovery program is a multi-step grant-funded relocation program. The grant allows for the Village to hire a demolition contractor to properly dismantle and dispose of the homes and other miscellaneous features on the site.

Proposals to act in the role of demolition contractor were submitted through an RFP process, and the Village staff reviewed the proposals with respect to the criteria described in the RFP. The proposals were evaluated on consistency with the Village's approach to the overall project. For example, the Village is seeking flexibility in scheduling the dismantling and disposal of homes because each family's relocation package will be

resolved independently. Contractors were asked to provide a description of the approach based on their own availability for mobilization.

The contractors were asked to provide itemized proposals, and the costs from the proposals were compared by applying the same parameters to each contractor's schedule of fees. Factors that were held constant in making this comparison were: the number of homes to be dismantled and disposed of, the number of homes requiring asbestos disposal, and the volume of miscellaneous debris to be disposed of. Both proposals met the requirements of the RFP, but the proposal by Langos Corp. was found to be a slightly lower cost.

Another factor that weighed heavily in Staff's recommendation is the approach described by Langos in the proposal and in the follow-up questions posed by staff to each contractor. The ability of Langos to mobilize for a smaller number of homes (three vs. ten), and the use of an on-site staging area for the dismantling of vacant units is consistent with the Village's desire to remove vacant homes on a rolling basis.

Should the Board agree with Staff's recommendation, the draft contract (attached) would be revised for execution.

Attachments: Resolution (precedes this memo)
Contract document, dated February 15, 2017
Proposal, dated February 6, 2017 (includes RFP)

RESOLUTION NO.17 - _____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH LANGOS CORP. FOR DEMOLITION SERVICES RELATED TO THE FOX POINT MOBILE HOME PARK RELOCATION PROGRAM

WHEREAS, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the "Village") is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, within the corporate boundaries of the Village there is a property known as the Fox Point Mobile Home Park, at 573-601 S. Milwaukee Avenue, Wheeling, Illinois ("Fox Point"), which is located adjacent to the Des Plaines River; and

WHEREAS, Fox Point has experienced repeated flooding from the Des Plaines River, and its residents have been burdened by the costs associated with water damage and flood loss; and

WHEREAS, the Village has been authorized to utilize funds provided by Cook County pursuant to a "Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subrecipient Agreement" by and between Cook County and the Village ("Subrecipient Grant Agreement"), for the purpose of relocating residents to housing that is not at risk of repetitive flooding, and prepare the land for future use as open space; and

WHEREAS, said CDBG-DR program provides funding for the Village, as subrecipient, to retain a demolition contractor to assist in the proper dismantling and disposal of vacated homes, as well as miscellaneous improvements on the subject property, in furtherance of the project goals of assisting residents in finding alternative housing and preparing the site for use as open space; and

WHEREAS, the Village of Wheeling issued a Request for Proposals on January 17, 2017, reviewed the proposals received with respect to cost and the criteria outlined in the RFP; and

WHEREAS, the Village staff has determined that the proposal by Langos Corp., dated February 6, 2017, has the lowest projected total cost of the proposals received, and provides the most effective approach to completing the tasks and requirements as described in the RFP;; and

WHEREAS, the award of the demolition services contract to Langos Corp. is in the best interests of the Village of Wheeling and authorized by law;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS that the Village Manager is hereby authorized to execute a contract for Demolition Services Associated with the Fox Point Mobile Home Park Relocation Program, as shown in the draft contract dated February 15, 2017, attached hereto, subject to minor revisions by the Village Manager and Village Attorney, and in

an amount to be consistent with the itemized fee schedule of the proposal dated February 6, 2017, with said proposal being incorporated into the Contract Documents.

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

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

Resolution No. 17-_____ 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
DEMOLITION SERVICES FOR
FOX POINT MOBILE HOME PARK RELOCATION PROGRAM

CONTRACT DOCUMENT

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

Witnessed, that in consideration of the mutual promises of the parties delineated in the "Contract Documents" (as defined in Section 1 below), the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in this Contract and the Contract Documents:

1. This Contract shall embrace and include all of the applicable "Contract Documents" listed below as if attached hereto or repeated herein:
 - a. Proposal for Demolition Services for the Fox Point Mobile Home Park, dated February 6, 2017, and consisting of the following (in Exhibit A thereto):
 - i. Cover Letter
 - ii. Company Background
 - iii. Municipal References
 - iv. Schedule of Fees
 - v. Proposed Project Schedule
 - vi. Employee Experience and Roles
 - b. Request for Proposals, dated January 17, 2017
 - c. Certificate of Eligibility to Enter into Public Contract
 - d. Required Certificates of Insurance (see Item 7 below)
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the sum of the project costs as calculated utilizing the Schedule of Fees references as Section iii of the Proposal dated February 6, 2017. Said fees shall be paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents, except as further specified herein. The Contractor shall submit invoices monthly for actual expenses incurred within the preceding month. The Village agrees to provide payment to Contractor within thirty (30) days of the invoice date, unless the Village objects to an invoiced amount, in which case the Village and Contractor shall confer on the disputed charge and agree on a resolution of the dispute.

3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village, except as specifically noted in the Contractor's Proposal dated February 6, 2017.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding, with the exception to the payment schedule described in Paragraph 2 of this contract document.
6. The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.
7. The Contractor agrees to the following insurance requirements, and shall not commence work under this contract until it 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, unless specific written agreement is first provided by the Village:
 - a. The insurance policies required to be obtained by the Contractor shall provide that coverages shall not be canceled, modified, reduced or allowed to expire without Consultant providing at least 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. All Certificates of Insurance shall name the Village of Wheeling as Certificate Holder. The Commercial General Liability and Business Automobile Liability policies shall include the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
 - b. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of 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 each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Contractor, unless the Village authorizes such lesser amount of coverage, including the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor.

- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the 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 the contract shall not be deemed to limit the liability of the Consultant 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 Bidder.
- h. The Contractor shall provide insurance acceptable to the Village, defined as A.M. Best rating of at least A- VII or better. Such insurance shall include the following coverages in the following amounts:
 - 1. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 - 2. Commercial General Liability (including Premises-Operations; Independent Contractors' ; Products and Completed Operations: Property Damage):
 - i. Bodily Injury & Property Damage \$2,000,000 each occurrence
Combined Single Limit \$5,000,000
 - 3. Umbrella Excess Liability:
 - i. \$6,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention
 - 4. Automobile Liability (owned, non-owned, hired):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
combined single limit

5. Professional Liability Insurance in the amount of \$6,000,000.

- i. The Contractor will provide applicable copies of policy provisions to show contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Applicable Endorsements or provisions will be attached to the Certificates of Insurance. The Commercial General Liability and Business Automobile Liability policies shall include The Village of Wheeling, its officers, and employees and agents as Additional Insureds.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by Jon Sfondilis, Village Manager, and the Consultant 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



LANGOS CORP.

124 Deepwood Rd. Barrington Hills, IL 60010 (847) 774-5962 Fax (847) 658-7558
www.langoscorp.com e-mail: wreckncrew@comcast.net

February 6, 2017

Village of Wheeling
2 Community Blvd Wheeling, IL 60090

RE: Demolition of Fox Point Mobile Home Park, Wheeling, IL
ATTN: Andrew Jennings

We would be honored to be selected for your demolition project.
A few reasons why Langos Corp would be the right team for your job include:

1. We are a small corporation run by family members.
2. When not in the office we are reachable any time via cell phone.
3. We offer immediate response to any issues that may arise.
4. Our low overhead means low prices.
5. We have 60 years of experience.
6. We have worked with Mark Janek for the demolition of the Wickes in Wheeling as well as many other jobs for the Village of Wheeling.
7. Our field team is 50% minority.
8. We have pride in our abilities and workmanship.
9. We are a Union contractor.

Thank you for your consideration,

Rick Langos, President
(847) 774-5966



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124 Deepwood Rd. Barrington Hills, IL 60010 (847) 774-5966 Fax (847) 658-7558
www.langoscorp.com e-mail: wreckncrew@comcast.net

WHY IS LANGOS CORP A LEADER IN DEMOLITION?

Langos Corp. is a family owned and operated company serving Chicago, its suburbs and beyond since 1973. Our trained professionals are experts at partial or complete demolition of commercial, residential and industrial structures. We are a union contractor that's **licensed, insured, and bonded**. Safety is top priority; our teams conduct regular safety meetings as it applies to each specific job. Long standing members of the **National Demolition Association** (NDA), we are a respected, well-known company in the industry and take pride in every job we do.

Just a few of our satisfied clients/structures include McMaster-Carr, Loyola Medical Center, American Can Corporation, Harris Bank, Walgreen's, numerous Jewel Food Stores, Jewel Warehouse, Chateau Louise, Venture Stores, Northbrook Court, Builder's Square, private residences, and many more. A long history in the wrecking business has allowed us to master the art of 'disassembling' buildings in such a precise manner that it allows for more material to be separated for **recycling**, saving time and money.

Langos Corp. has **earned** its impeccable record, an honest, professional reputation and hundreds of satisfied clients. Years of success, and our method of 'de-construction' with a high ratio of recycling are what make **us** the leaders in demolition. Our experts have what it takes to get the job done quickly, safely, efficiently and to **your** specifications. Call for your **free quote** and give our dedicated team a chance to impress you. You can reach us **anytime** at **(847) 774-5966**.

Sincerely,

Rick Langos
Rick Langos, President,
Langos Corp



LANGOS CORP.

124 Deepwood Rd. Barrington Hills, IL 60010 (847) 774-5962 Fax (847) 658-7558
www.langoscorp.com e-mail: wreckncrew@comcast.net

Municipal References

Village of Palatine
200 E Wood St
Palatine, IL 60067
(847) 358-7500
mbarry@palatine.il.us
Contact: Matt Berry

Village of Hillside
425 Hillside Ave
Hillside, IL 60162
(708) 202-3434
Contact: Joe Paisano

City of Elgin
150 Dexter Ct
Elgin, IL 60120
(847) 931-5650
hoke_r@cityofelgin.org
Contact: Rich Hoke

Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090
(847) 499-9060
mjanek@wheelingil.gov
Contact: Mark Janek

Village of Mt Prospect
50 S Emerson St
Mt Prospect, IL 60056
(847) 392-6000
building@mountprospect.org
Contact: Bill Shroder

Village of Barrington
200 S. Hough St.
Barrington, IL 60010
(847) 304-3461
gsummers@barrington-il.gov
Contact: Greg Summers

Village of Schaumburg
101 Schaumburg Ct
Schaumburg, IL 60193
(847) 895-4500
gremlington@ci.schaumburg.il.us
Contact: Greg Remington

Village of Lake Zurich
505 Tesler Road
Lake Zurich, IL 60047
(847) 276-5915
brown@vlz.com
Contact: Mike Brown

Village of Algonquin
2200 Harnish Drive
Algonquin, IL 60102
847-658-2700
shawnhurtig@algonquin.org
Shawn Hurtig

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: Eric Robbins PHONE (A/C, No, Ext): 312 595-8208 E-MAIL ADDRESS: erobbins@mesirowfinancial.com		FAX (A/C, No): 312 595-4339
	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Insurance		NAIC # 24465
INSURED Langos Corporation 124 Deepwood Road Barrington Hills, IL 60010	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CPP1075604	03/31/2016	03/31/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CPP1074656	03/31/2016	03/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UMB1012541	03/31/2016	03/31/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV1009603	03/31/2016	03/31/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

*****SAMPLE
 ONLY*****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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LANGOS CORP.

124 Deepwood Rd. Barrington Hills, IL 60010 (847) 774-5962 Fax (847) 658-7558
www.langoscorp.com e-mail: wreckncrew@comcast.net

February 6, 2017

Village of Wheeling
2 Community Blvd Wheeling, IL 60090
(847) 459-2620 ajennings@wheelingil.gov
Attn: Andrew Jennings

Proposal for demolition of Fox Point Mobile Home Park Wheeling, IL

1. Trailer demolition, each.....\$ 5,000
2. Shed demolition, each.....\$ 200
3. Asbestos testing, each (Langos Corp certified inspector) \$ 350
4. Asbestos removal – floor tile & mastic, each (by subcontractor)
.....\$ 3,800
5. Sewer treatment plant demolition.....\$12,000
(demo to minus 2 feet – backfill with 3" crushed concrete)
6. Sewer treatment plant – pumping & cleaning.....\$12,000
7. Gas service cut, each.....\$ 1,100
8. Cook County demo permit - trailer, each.....\$ 350
.....shed, each.....\$ 200
9. Wheeling demo permit.....N/C
10. Board up trailer, each.....\$ 500
11. Fence demolition, wood fence..... \$5.00 per ft
wire fence.....\$1.00 per ft
12. Install 6 ft chain link safety fence.....\$3.50 per ft
13. Excavator rental Komatsu PC200.....\$250 per hr
Bobcat rental.....\$130 per hr
Laborer.....\$105 per hr
14. Per cubic yard of debris removal..... \$ 40 per yd.
14. Additional insurance costs per year if our existing insurance is not
sufficient (see attached COI).....\$6,000
15. Some of our subcontractors may not have the same insurance that
we do. Their work usually doesn't require this amount of insurance.



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www.langoscorp.com e-mail: wreckncrew@comcast.net

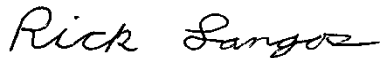
February 6, 2017

Village of Wheeling
2 Community Blvd Wheeling, IL 60090
ATTN: Andrew Jennings

RE: Project schedule for Demolition of Fox Point Mobile Home Park, Wheeling, IL
ATTN: Andrew Jennings

1. Demolition of trailers to commence when a minimum of 3 adjacent trailers are ready for demolition.
2. Asbestos bulk sampling and utility disconnects will be done as soon as trailers are vacated.
2. If a group of 3 trailers are ready we expect demolition to be complete 2-3 days after start date.
3. Traffic control of excessive parked cars must managed by the trailer park manager or no parking signage placed by police to allow for access of equipment & trucks.

Thank you for your consideration,



Rick Langos, President
(847) 774-5966



LANGOS CORP.

124 Deepwood Rd. Barrington Hills, IL 60010 (847) 774-5962 Fax (847) 658-7558
www.langoscorp.com e-mail: wreckncrew@comcast.net

February 5,2017

KEY EMPLOYEES OF LANGOS CORP.

<u>Employee</u>	<u>Experience</u>	<u>Profession</u>
Gary Langos	55 years	Vice President
Rick Langos	31 years	President/Operator
Nick Quiroz	28 years	Operator
Melanie Langos	27 years	Secretary

To Regular Agenda**(CERTIFICATION UNDER 720 ILCS 5/33E-11)
PROPOSAL**

I, Rick Langos (name), certify that I am employed as the
President (title) of Langos Corp (company), a candidate for the prime
contract for the work described in the proposal to which this certificate is attached, and 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
company named above is not barred from contracting with any unit of state or local government as a result of a
violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of
any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

Langos Corp

Firm Name

By: Rick Langos/President

Name/Title

Rick Langos

Signature

SUBSCRIBED AND SWORN to before
me this 14 day February, 2017

[Signature]
Notary Public

OFFICIAL SEAL
MELANIE LANGOS
Notary Public - State of Illinois
My Commission Expires Apr 13, 2017



COMMUNITY DEVELOPMENT DEPARTMENT
2 COMMUNITY BOULEVARD
WHEELING, IL 60090
(847) 459-2620*

REQUEST FOR QUALIFICATIONS AND PROPOSALS:

FOX POINT MOBILE HOME PARK
DEMOLITION CONTRACTOR

PROPOSAL DEADLINE:
FRIDAY, FEBRUARY 8, 2017 at 11:00 a.m.

*All pages of this Proposal Document must be submitted
intact for the proposal to be considered valid*

***Phone inquiries regarding specific details of this project are not permitted. Phone inquiries shall be limited to submittal information and clarification, such as mailing instructions and dates.**

INTRODUCTION

The Village of Wheeling (“Village”) invites qualified firms to provide demolition and disposal contracting services associated with the Fox Point Mobile Home Park (“Park”) relocation project. Each firm submitting a proposal for this work shall be hereinafter referred to as a “Contractor.”

The Village intends to enter into a contract with the chosen Contractor (sample contract available on request).

PROJECT DESCRIPTION

The Village has secured Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds through a subrecipient agreement with Cook County (“Subrecipient Agreement”) for the acquisition of the Fox Point Mobile Home Park, relocation of residents, and the conversion of the Park to open space (“Project”). The Subrecipient Agreement will allow the Village to use a limited amount of CDBG-DR funds to complete the Project, and the proposals should be geared towards the most cost-effective solution, as the only funds available to pay for the Contractor’s services shall be from the CDBG-DR funds received by the Village through the Subrecipient Agreement. The Project is being undertaken pursuant to a settlement agreement (“Settlement Agreement”) covering Federal and State lawsuits filed against the Village by certain Park residents.

The Project shall include all steps necessary to clear the land of existing structures, improvements, and miscellaneous debris. A survey and aerial photo of the existing conditions are attached to this RFP to assist in the preparation of the proposal. Successful completion of the project will prepare the site for the next phase of the relocation program: grading and improvement to a permanent open space condition.

Project actions include, but are not limited to:

1. All steps necessary to remove all mobile home units from the site. Some units may have elements that can be salvaged / recycled. A small number of units may be sold and relocated. The amount of on-site demolition may vary from unit to unit. There are approximately 30 units on the property, and the proposal must be structured with a cost per unit, to allow for some of the units to be excluded. All steps for the Project shall be in compliance with the Subrecipient Agreement, the Settlement Agreement, Federal laws and regulations, the Uniform Relocation Act, the regulations implementing the Uniform Relocation Act, Cook County’s Anti-Displacement/Relocation Policy, State laws, Cook County ordinances and regulations, and Village ordinances and regulations and directions (collectively the “Obligations”). **Note:** Title work for the units will be completed by a separate contractor.
2. Board up / encapsulation of vacated units until the units are demolished and / or disposed of. It is important to note that the contractor may wish to dispose of units in groups of a certain size, or after a specified time periods. This information should be included in the proposal under Project Understanding and Approach, and reflected in cost estimates and the project schedule.
3. Stormwater Pollution Prevention Plan (SWPPP)
4. Removal of unit tie-downs, electric service, and water service lines.
5. Material disposal, including any special waste disposal.
6. Demolition and disposal of additional materials aside from the mobile home units, including but not limited to: fencing, on-site wastewater treatment facility, lighting and pavement (except those portions identified to remain), and miscellaneous debris abandoned at the property.
7. Interact with Village staff and contractors (such as the Relocation Specialist), Cook County staff and contractors, Park management, Park residents, utility companies, and others necessary to undertake the Project.

The Village may identify a few site features to remain, such as curb cuts, portions of the pavement, or designated light poles. The Village anticipates retaining limited features to support the future open space use of the Park, and the features to remain will be identified once a more detailed plan for the future land use is provided.

GUIDELINES AND TIMELINE

The selected Contractor will be paid for solely from CDBG-DR funds received by the Village from Cook County according to the terms of the Subrecipient Agreement, and such payments will be available only to the extent the Village has received funds through the Subrecipient Agreement. Payment of the Contractor is conditioned upon funds being available from the Subrecipient Agreement.

The Project must comply with the Obligations. The Project is to be completed within eighteen (18) months of the date Cook County authorizes the Village to incur expenses under the Subrecipient Agreement.

Park residents predominantly speak and read Spanish. The Village will give preference to Contractors with a demonstrated ability to provide an adequate amount of staff fluent in spoken and written Spanish to undertake the Project, so as to assist in interactions with Spanish-speaking Park residents.

INSTRUCTIONS FOR SUBMITTING PROPOSALS

GENERAL RULES - The general rules and conditions that follow apply to all proposals requested and accepted by the Village of Wheeling unless otherwise specified. Contractors or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications as reflected in the proposal documents before submitting proposals. The submitting of a proposal implies that the Contractor is familiar with, and intends to comply with, all conditions unless otherwise noted.

RIGHT TO REJECT PROPOSALS - Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Wheeling and the firm selected.

STAFFING AND RATE SCHEDULE - Please include an hourly rate schedule for all levels of personnel in the proposal and the names of all staff assigned to this project.

PROPOSAL SUBMITTAL – Three (3) signed original copies and one digital copy of the proposal along with any supporting documentation should be submitted.

PROPOSAL FORMAT - All proposal submittals must be submitted in the order shown below. Information can be provided in multiple sections but must appear in the requested section. **Important:** The proposal must be structured so that an accurate comparison can be made to the other proposals. The costs for unit disposal should be per unit, the cost to remove other features should be specific and detailed, and the cost to remove miscellaneous debris should be quantified in terms of cubic yard. The Village of Wheeling will not be responsible for not considering information provided under the incorrect tab.

Tab 1 – General Information

Tab 2 – General Background

Tab 3 – Firm Experience

Tab 4 – Project Understanding and Approach

Tab 5 – Scope of Services and Costs

Tab 6 – Proposed Project Schedule

Tab 7 – Organizational Chart

INQUIRIES - In order to maintain the impartiality of the RFP process and also in order to allow all potential respondents the opportunity to ask questions, all questions and inquiries must be presented in writing either via e-mail or letter correspondence. **Written questions may be submitted to the Village until 11:00 a.m. on Tuesday, January 31, 2017.**

Written questions should be submitted in the following manner:

By Email: ajennings@wheelingil.gov **(preferred method)**

By Mail: Attn: Andrew Jennings, Director of Community Development
Village of Wheeling
2 Community Blvd.,
Wheeling, IL 60090
(Must be received by the above-stated deadline)

The Village will review the questions and may choose to answer them. The Village may also choose to answer only some of the questions, or may choose to answer none of the questions. If an answer is to be provided, it will be sent to all potential respondents. No question(s) received after 11:00 am on Tuesday, January 31, 2017 will be considered.

SUBMITTING PROPOSALS - When mailing the proposal forms via the U.S. Postal Service or courier service (FedEx, UPS, etc.) or hand delivering the proposal forms, the envelope must be addressed as follows:

ATTN: Andrew Jennings, Director of Community Development
Village of Wheeling
2 Community Blvd.,
Wheeling, IL 60090

All proposals must be delivered to the Community Development Department prior to the proposal opening date and time: Wednesday, February 8, 2017, at 11:00 AM. Proposals must be identified as such on the outside of the sealed envelope. A Contractor's company name and address are to appear in the upper left corner. Proposal information is to appear in the **lower left** corner and shall be marked:

***"FOX POINT MOBILE HOME PARK DEMOLITION CONTRACTOR
Attn: Andrew Jennings, Director of Community Development"***

CONTACT WITH VILLAGE – Any attempt to directly contact and influence any Village Board member regarding the Project after receipt of this request for qualifications and proposals, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

RECEIVING OF PROPOSALS - Proposals received prior to the submittal deadline of **Wednesday, February 8, 2017, at 11:00 AM.**, will be securely kept, unopened. The Village staff member whose duty it is to open the proposals will decide when the specified time has arrived, and no proposal received thereafter will be considered.

LATE PROPOSALS - Proposals arriving after **Wednesday, February 8, 2017, at 11:00 AM.**, whether sent by mail, courier, or in person, will not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

PROPOSALS BY FAX - Proposals must be submitted on the original forms provided by the Village, completely intact as issued. Facsimile machine transmitted proposals will not be accepted, nor will the Village transmit proposal documents to prospective contractor by way of a facsimile machine.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the contractor is not relieved from errors in proposal preparation. Erasures in proposal must be explained over authorized company signature.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by prior to the specified submittal deadline. After the opening, a Contractor cannot withdraw his/her proposal for a period of thirty (30) calendar days, or such longer time as stated in the proposal documents. Furthermore, the contractor so agrees to these conditions and terms in submitting a proposal.

CONSIDERATION OF PROPOSAL - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS - Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, the Village shall supply the successful contractor with its tax exemption number.

AWARD OR REJECTION – The Village will enter into a contract with the Contractor that submits the proposal determined to be in the best interest of the Village. The Village reserves the right to reject any and all of the proposals.

Contractors shall make all investigations necessary to thoroughly inform themselves regarding the service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a

result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the contractor.

AUTHORIZATION FOR DOCUMENT RELEASE - The Contractor hereby authorizes the Village to release copies of the documents and exhibits generated as a result of this request for proposal. These documents and exhibits shall become the property of the Village and may be copied/distributed at the Village's discretion without additional written or verbal authorization from the Contractor.

REQUIREMENTS OF PROPOSAL - When necessary, the successful Contractor shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the Village covering all matters and things as set forth in the specifications and proposal; (b) carry insurance acceptable to the Village covering public liability, property damage, automobile liability and worker's compensation.

COMPLIANCE WITH ALL LAWS – The successful Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - All laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

The Contractor, if required by the Village, shall provide evidence of specific regulatory compliance.

PERMITS AND LICENSES - The successful Contractor shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

CONTRACT ALTERATIONS - No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.

NOTICES - All notices required by the contract shall be given in writing.

NON-ASSIGNABILITY - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.

ASSUMPTION OF LIABILITY - The Contractor assumes liability for all damages, injury, or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Project.

DEFAULT - The Village may terminate a contract by written notice of default to the Contractor if:

- a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. Fails to make progress so as to endanger the performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides

acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

SPECIAL CONDITIONS - Wherever special conditions are written into the Project Description, Guidelines and Timelines, Specifications or Special Provisions sections which are in conflict with conditions stated in these instructions for submitting a proposal, the conditions stated in the Specifications or Special Provisions sections shall take precedence.

PROPOSAL REQUIREMENTS - All proposal submittals must be submitted in the order shown below. Information can be provided in multiple sections but must appear in the requested section. The Village of Wheeling will not be responsible for not considering information provided under the incorrect tab.

- Tab 1. General Information – List the name and address of the firm’s headquarters and branch office(s) that will perform the services described in this RFP.
- Tab 2. General Background – Include the general background of the firm as well as information on the complete services the firm provides. Information should be kept and presented in a concise format.
- Tab 3. Firm Experience – Include 2-3 examples of work completed by the firm which are related to the requests outlined in this RFP. Set forth the firm’s Spanish language resources, including the number and background of staff to be assigned to the Project who have Spanish language skills.
- Tab 4. Base Scope of Services – Provide a detailed list of the steps and actions necessary to complete the Project along with a proposed cost to provide the services. As noted above, the project costs should be structured by unit to allow for a portion of the remaining units to be relocated (rather than disposed of). The other materials should be listed in a quantifiable format (i.e., cubic yards of debris, square feet of pavement, etc.).
- Tab 5. Proposed Project Schedule – Provide a tentative schedule for completion of the Project.
- Tab 6. Organizational Chart – Provide an organization chart of the proposed team. Each team member’s name shall be contained in a text box that includes their proposed area of responsibility. “Key” personnel shall be highlighted and it should also include any joint or sub-contractors. If necessary, two separate organizational charts may be provided for each phase of the project.

INSURANCE REQUIREMENTS

The Village is unable to negotiate the amounts and types of insurance required for the Project. If the Contractor cannot obtain the required insurance coverages set forth below, the Village cannot accept the proposal.

The Contractor awarded the contract for the project shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village. The Contractor shall have the following obligations with regard to insurance coverage for the work under any contract awarded in regard to the project:

- a. All Certificates of Insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least 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. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of 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 each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Contractor, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the 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.

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.

- e. The purchase of insurance by the Contractor under the 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.
- f. 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 Bidder.
- g. The Contractor shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 1. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.
 2. Commercial General Liability (including Premises-Operations; Independent Contractors' ; Products and Completed Operations: Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$2,000,000 each occurrence
Combined Single Limit \$5,000,000
 - ii. Covering the following hazards:
X(Explosion)
C(Collapse)
U(Underground)
 - iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.
 3. Umbrella Excess Liability:
 - i. \$6,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention
 4. Automobile Liability (owned, non-owned, hired):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence combined single limit
 5. Professional Liability Insurance in the amount of \$6,000,000.

- h. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

1. The Village of Wheeling and its officers, agents and employees.

Indemnity

- a. To the fullest extent permitted by Illinois law, Contractor shall indemnify and hold harmless the Village of Wheeling and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character caused by, resulting from, arising out of or occurring in connection with the

Contractor's performance of work under this project, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by the negligent act, misconduct or omission of the Contractor or anyone or entity directly or indirectly employed by Contractor for whose acts Contractor may be liable. The Contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

- b. The party, as well as all sub-contractors, shall not commence work herein until he/she has obtained the required insurance and has received written approval of such insurance by the Village of Wheeling. The selected party shall furnish, when requested, a certified copy of the policy(ies) to the Village of Wheeling. The policy(ies) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the Village of Wheeling has received written notice from the insurance company(ies). Such notice shall be mailed to the Village of Wheeling in care of the Finance Director, 2 Community Blvd., Wheeling, IL 60090. Each required insurance policy shall contain a waiver of subrogation clause in favor of the Village of Wheeling.
- c. The Contractor and all sub-contractors shall waive subrogation rights against the Village of Wheeling for all losses. Any and all accidents associated with this project shall be applied to the insurance listed above as the primary insurance. There shall be no endorsement or modification of the insurance in order to make the insurance serve as "excess" over other available insurance sources.

MISCELLANEOUS PROPOSAL INFORMATION

- a. The Village of Wheeling reserves the right to accept or reject, either in whole or part, any and all submittals in response to this request, with or without cause, and to waive informalities in any submittals which are in the best interest of the Village of Wheeling.
- b. All material submitted regarding this "Request for Qualifications and Proposals" becomes the property of the Village of Wheeling and will be returned to the submitting Contractor(s) at the Village of Wheeling's sole discretion. Responses may be reviewed by any person, including the general public, after the final selection has been made. The Village of Wheeling reserves the sole right to use any or all ideas presented in reply to this request. Disqualification of a specific Firm does not eliminate this right.
- c. The Village of Wheeling is not liable for any costs incurred by any Firm prior to issuance of a written agreement, contract, and/or purchase order.
- d. The contents of the proposal of the successful Contractor will become part of a contractual obligation if the Village of Wheeling wishes to execute a contract based on the submitted proposal. Failure of the successful Contractor to accept these obligations in a purchase agreement, purchase order, contract, and/or similar legal document may result in cancellation of the award by the Village of Wheeling.
- e. All documents, drawings, and specifications produced in response to the contract resulting from this "Request for Qualifications and Proposals" will become the sole property of the Village of Wheeling upon validated compensation of the Contractor for services rendered to date. This will include any original drawings and specifications prepared for this project.
- f. The Village of Wheeling reserves the right to contact any reference and/or client listed in the submitted documents for information which may be helpful to the Village of Wheeling in evaluating the Contractor's performance on previous assignments and/or projects.
- g. The Village of Wheeling reserves the right to contact any previous professional client(s) regarding any and all members associated with the Contractor which may be helpful to the Village of Wheeling in evaluating the Contractor's performance on previous assignments and/or projects.
- h. Contractors shall promptly notify the Village of any ambiguity, inconsistency or error that they may discover upon examination of the RFQ&P. Interpretations, corrections, and changes to the RFQ&P will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

- i. Questions concerning the RFQ&P must be submitted in writing to the Village of Wheeling – Community Development Department within the allotted time period. Questions may be submitted by FAX or email. A response to these questions will be made by means of an addendum distributed to all Contractors, if deemed necessary. Addenda are written instruments issued by the Village prior to the date for receipt of submittals which modify or interpret the RFQ&P by addition, deletion, clarification or correction. Each Contractor shall ascertain prior to issuing a submittal that all addenda issued have been received and, by issuing a submittal, such act shall be taken to mean that such Firm has received all addenda and that the Contractor is familiar with the terms thereof and understands fully the contents of the addenda.

PROCUREMENT OF PROFESSIONAL SERVICES

Proposal Evaluation and Final Selection

Upon receipt of each Contractor's submission, the written proposals will be opened and evaluated in private and submittal information will be kept confidential until such time that a recommendation is made to the Village Board. Based on a proposal evaluation, the Village of Wheeling will negotiate with the selected Contractor to finalize the scope of work as well as all associated service fees, for inclusion in the final contract between the parties.

If the cost estimate of the proposal is shown by review or analysis to be improper, and/or subsequent negotiations are unsuccessful in bringing the proposal within an acceptable range, the Village of Wheeling reserves the right to cease discussions with the primary party and initiate negotiations with another party.

Negotiations Guidelines

The selected primary Contractor shall participate in fee negotiation meetings with the Village of Wheeling. The negotiations will cover the Firm's costs (direct and indirect) and profit or net fee, as may be considered by the Village of Wheeling to be reasonable. The parties will also agree upon the proposed project schedule and any final adjustments in the project requirements at that time.

Standard Agreement

When the associated costs/fees, as well as contract terms have been agreed upon, the parties shall prepare a written contract evidencing the agreement between the parties for the work to be completed. The agreement must be approved by the Village Board.

(CERTIFICATION UNDER 720 ILCS 5/33E-11)
PROPOSAL

I, Rick Langos (name), certify that I am employed as the
President (title) of Langos Corp (company), a candidate for the prime
contract for the work described in the proposal to which this certificate is attached, and 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
company named above is not barred from contracting with any unit of state or local government as a result of a
violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of
any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

Langos Corp

Firm Name

By: Rick Langos/President

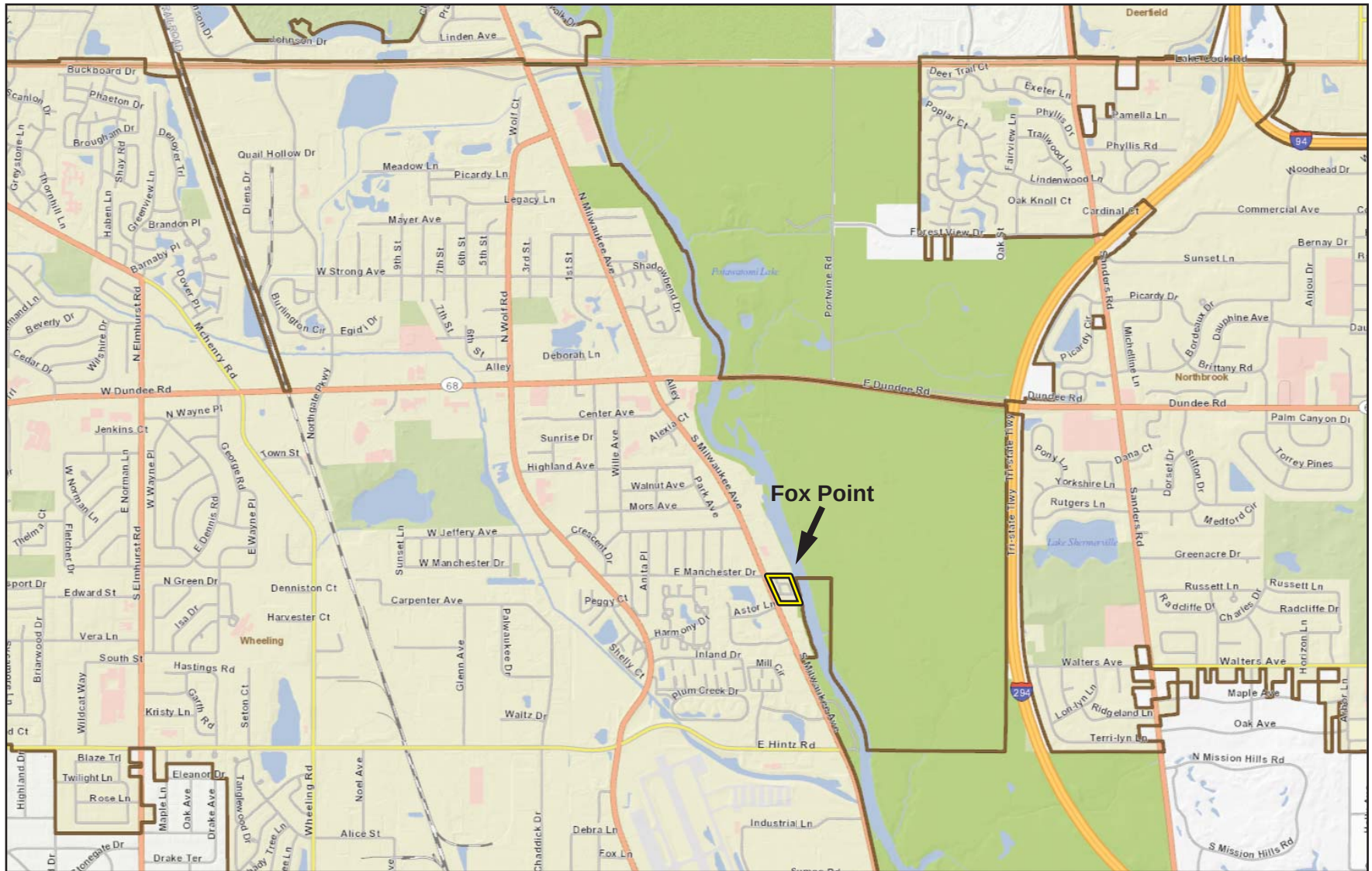
Name/Title

Signature

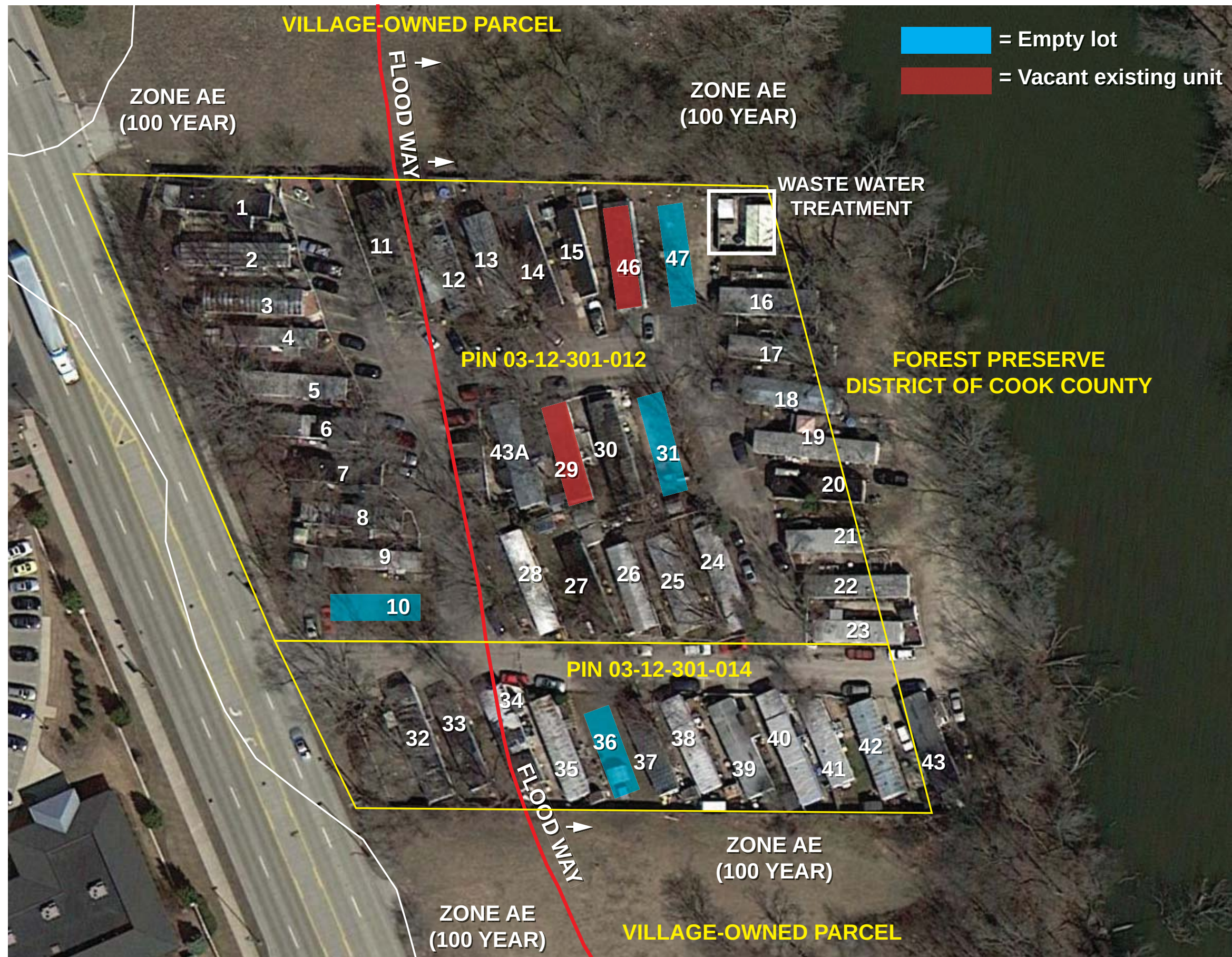
SUBSCRIBED AND SWORN to before
me this ____ day _____, 2017

Notary Public

Location Map
Fox Point Mobile Home Community
573 S. Milwaukee Avenue
Wheeling, IL 60090



Fox Point Mobile Home Community
Relocation Program - May 12, 2016



Fox Point Community - Unit Locations
Occupied Units as of April 1, 2013 (40 total occupied units)

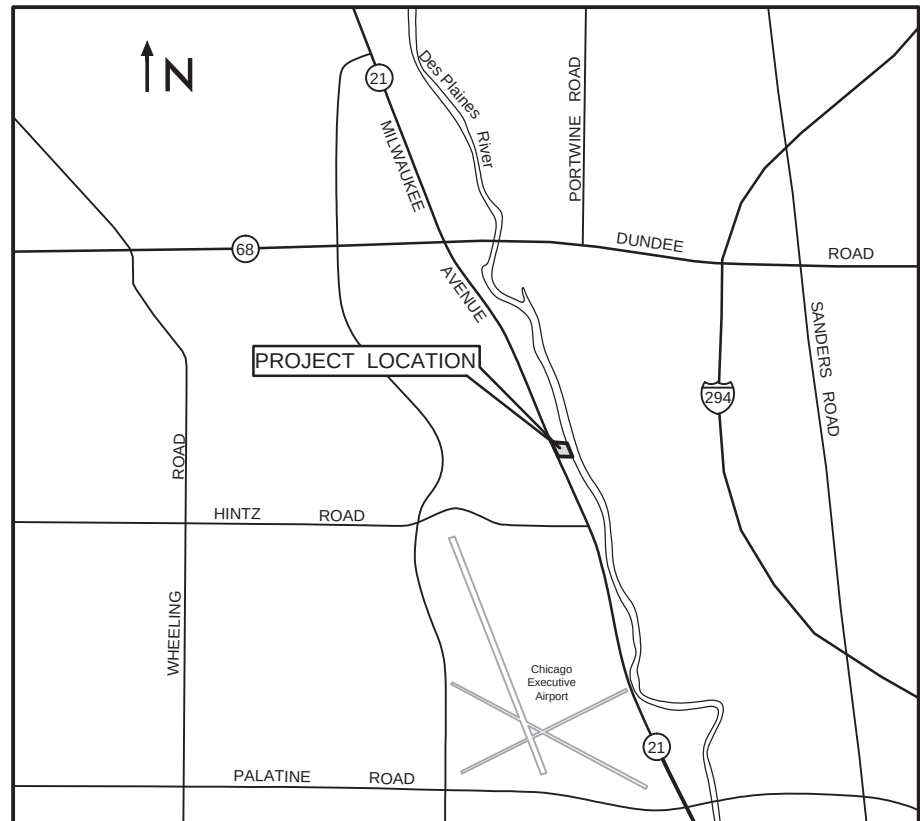
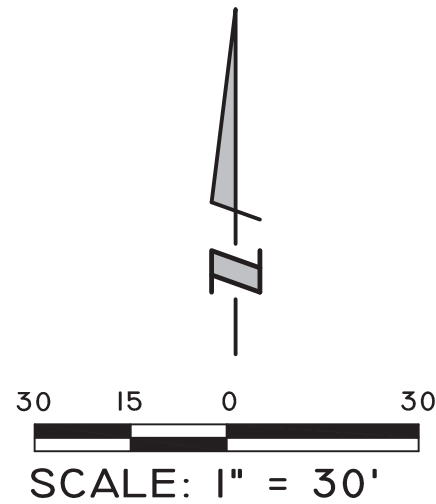
ALTA / NSPS LAND TITLE SURVEY

PARCEL 1

THAT PART OF THE NORTH 20 RODS OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY LINE OF MILWAUKEE AVENUE, WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF SAID NORTH 20 RODS WHICH IS 370.0 FEET EAST OF THE CENTER LINE OF THE PAVEMENT AS IT EXISTED ON JULY 12, 1955 OF SAID MILWAUKEE AVENUE TO A POINT IN THE NORTH LINE OF SAID NORTH 20 RODS WHICH IS 402.0 FEET EAST OF THE CENTER LINE OF THE PAVEMENT OF SAID MILWAUKEE AVENUE AND NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE EASTERLY LINE OF MILWAUKEE AVENUE 100 FEET NORTHERLY, MEASURED ON SAID EASTERLY LINE OF MILWAUKEE AVENUE, OF THE SOUTH LINE OF SAID NORTH 20 RODS AND RUNNING EAST PARALLEL TO THE SOUTH LINE OF SAID NORTH 20 RODS TO A POINT IN THE EASTERLY LINE OF THE PARCEL HEREIN DESCRIBED, IN COOK COUNTY, ILLINOIS

PARCEL 2

THAT PART OF THE NORTH 20 RODS OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID NORTH 20 RODS, 370 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF THE PAVEMENT AS IT EXISTED ON JULY 12, 1955 OF MILWAUKEE AVENUE, THENCE WEST ON SAID SOUTH LINE OF SAID NORTH 20 RODS 370 FEET TO ITS INTERSECTION WITH SAID CENTER LINE OF THE PAVEMENT OF MILWAUKEE AVENUE, THENCE NORTHERLY ALONG SAID CENTER LINE OF PAVEMENT A DISTANCE OF 100 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID NORTH 20 RODS TO ITS INTERSECTION WITH A LINE DESCRIBED AS BEGINNING AT THE POINT OF BEGINNING AFORESAID AND RUNNING NORTHERLY IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF SAID SOUTHWEST 1/4, 402 FEET EAST OF ITS INTERSECTION WITH THE CENTER LINE OF THE PAVEMENT OF MILWAUKEE AVENUE, THENCE SOUTHERLY ON SAID LAST DESCRIBED LINE 98.55 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART THEREOF FALLING IN MILWAUKEE AVENUE AND THAT PART CONVEYED BY DEED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT 94753002) IN COOK COUNTY, ILLINOIS



LOCATION MAP
NOT TO SCALE

LEGEND

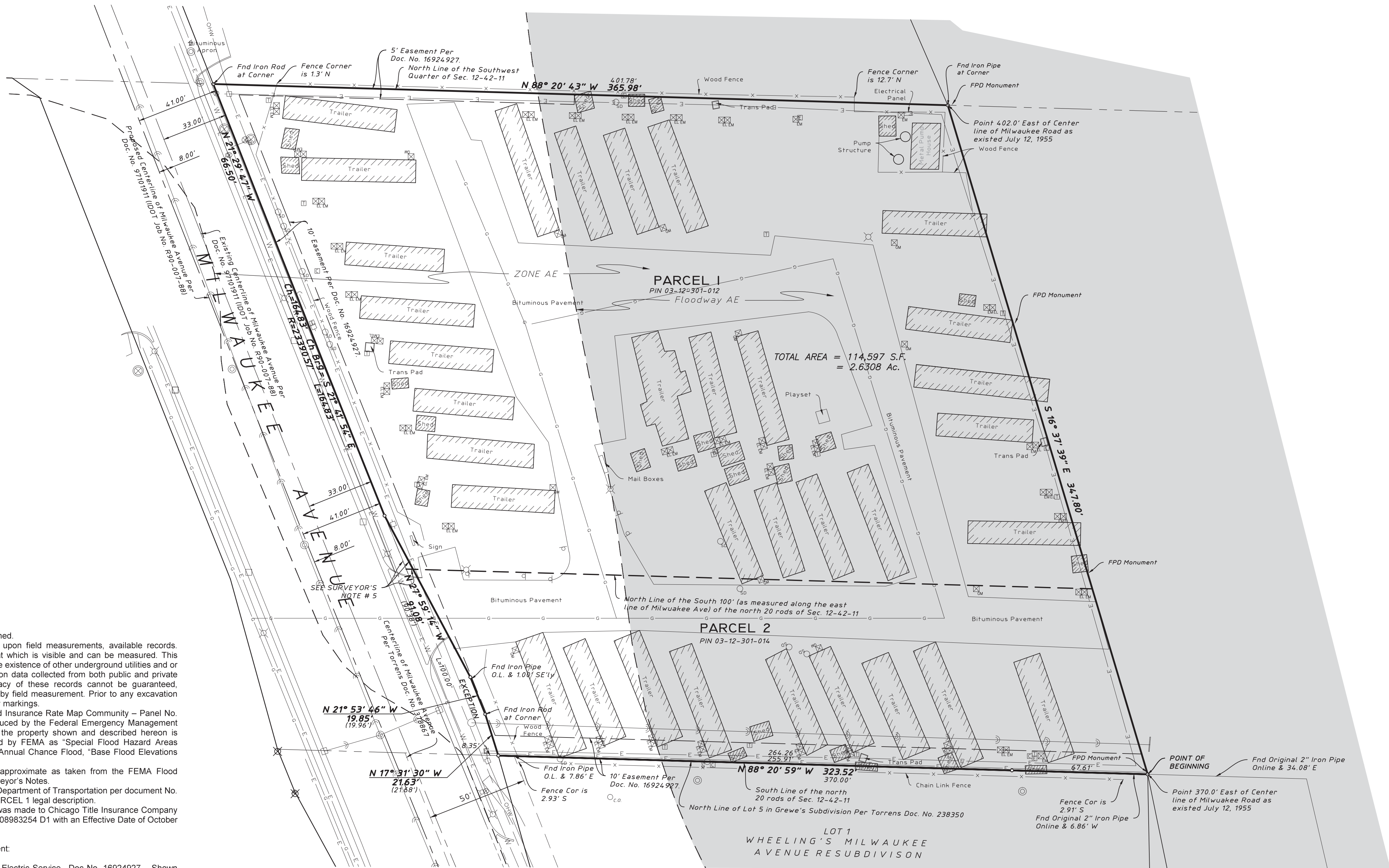
	Manhole		Pipe Bolland
	Catch Basin		Sign
	Inlet		Gas Valve
	Flared End Section		Gas Meter
	Headwall		Gas Line
	Area Drain		Electric Line
	Clean Out		Overhead Utility Line
	Storm Sewer		Electric Pedestal
	Sanitary Sewer		Electric Manhole
	Water Main		Electric Meter
	Fire Hydrant		Guy Wire
	Valve Vault		Utility Pole
	Valve Box		Telephone Pedestal
	B-Box		Cable TV Pedestal
	Light Pole		Satellite Dish
	Light Pole With Mast Arm		Flagpole
	Traffic Signal		Mailbox
	Traffic Signal With Mast Arm		Curb & Gutter
	Hand Hole		Depressed Curb
	Fence		Retaining Wall
	Guardrail		

Surveyor's notes:

- The basis of bearing shown hereon is assumed.
- Utility information shown hereon is based upon field measurements, available records. Information from field data is limited to that which is visible and can be measured. This survey does not exclude the possibility of the existence of other underground utilities and/or structures. Record information is based upon data collected from both public and private sources. The completeness and/or accuracy of these records cannot be guaranteed, except for those items that can be verified by field measurement. Prior to any excavation contact J.U.I.E. (1-800-892-0123) for utility markings.
- Based on information provided on the Flood Insurance Rate Map Community - Panel No. 17031C0069J dated August 19, 2008 produced by the Federal Emergency Management Agency (FEMA) for Cook County, Illinois, the property shown and described hereon is located within Zoned AE, which is defined by FEMA as "Special Flood Hazard Areas (SFHAs) Subject to Inundation by the 1% Annual Chance Flood, "Base Flood Elevations determined".
- The flood zones shown hereon are only approximate as taken from the FEMA Flood Insurance Rate Maps referenced in the Surveyor's Notes.
- Area within PARCEL 1 conveyed to Illinois Department of Transportation per document No. 94753002, however is not excluded from PARCEL 1 legal description.
- In the preparation of this survey reference was made to Chicago Title Insurance Company Commitment for Title Insurance Order No. 008983254 D1 with an Effective Date of October 18, 2016.

With respect to **Schedule B** of said commitment:

Exception E - Easement for Telephone and Electric Service- Doc No. 16924927 - Shown hereon.



State of Illinois)
County of Cook) SS:
To: Village of Wheeling, an Illinois Home Rule Municipal Corporation; and
Chicago Title Insurance Company its successors and/or assigns;

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 3, 4, 8, and 11 of Table A thereof. The field work was completed on November 16, 2016.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Schaumburg, Illinois November 23, 2016

By: Illinois Professional Land Surveyor No. 3695



HAEGER ENGINEERING
consulting engineers • land surveyors

100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

EXPIRES 11-30-18

Ordered By: Alpine Village Partners
Order No. : 16-195

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.D

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: Resolution Accepting a Bid and Approving a Contract in the amount of \$439,586.25 with Whitaker Contracting Corp. for the High Density Mineral Bond (HA5) Asphalt Treatment Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a \$439,586.25 contract with Whitaker Contracting Corp. to complete the 2017 High Density Mineral Bond Asphalt Treatment Program in the Hollywood Ridge Subdivision and Village-owned parking lots.

BUDGET²: Funding is available in the Capital Improvement Plan (CIP).

BIDDING³: On January 20, 2017, two (2) bids were received and opened.

EXHIBIT(S) ATTACHED: Memo, Resolution, Bid Tab, Contract, Location Maps

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 15, 2017
SUBJECT: High Density Mineral Bond (HA5) Asphalt Treatment Program

EXECUTIVE SUMMARY

Public Works recommends Board approval of a \$439,586.25 contract with Whitaker Contracting Corp. for the 2017 High Density Mineral Bond (HA5) Asphalt Treatment Program. Application of this pavement preservation product will occur in the Hollywood Ridge Subdivision and on various municipal parking lots.

Pavement preservation is becoming increasingly important as governmental agencies attempt to maintain roadways with progressively more difficult budgetary constraints. Recently, focus on preventive maintenance programs, such as surface treatments for asphalt pavements, has been initiated in an attempt to improve pavement performance by extending the periods of time between resurfacing, at a relatively low cost. Public Works has relied upon a pavement assessment company, the Berhardt Group, to analyze the Village's roadways on a yearly basis, in order to rationally spend capital improvement monies in the most efficient and cost saving manner. Preventative maintenance with pavement sealant products has been strongly suggested to the department in order to accomplish this objective. This proposed application is intended to extend the typical pavement life by 5-7 years by denying the most invasive source of pavement deterioration (moisture). Preventative maintenance is observed in the eastern and western areas of the country, but not prevalent in the Midwest. Public Works believes that this situation will change in the near future as the necessity for extending the lifecycle of pavement maintenance becomes more important.

High Density Mineral Bond (HA5) was specifically engineered to preserve relatively new asphalt surfaces through denial of oxidative damage at the surface by UV rays and within small cracks and fissures created by moisture infiltration. Denying the negative effects of oxidative damage is generally recognized as one of the most cost-effective strategies for long term management of asphalt pavement. This will be the first year the Village applies HA5 to roadways and parking lots; previously another product, Reclamite, was applied to newly resurfaced roadways within the Shadowbend Subdivision with some success. HA5 is now being applied instead of Reclamite due to a more dense liquidity that our consultant believes will be more successful given the asphalt mixes used in this area. Application of the HA5 will require a longer curing period than the Reclamite, e.g. several hours instead of 30-45 minutes, and the contractor will work with Public Works personnel and residents to allow for this curing in the most efficient way possible. It is the intent of Public Works to apply Reclamite or HA5 to all resurfaced

pavement areas two to three years after the work is complete in order to reduce overall maintenance costs.

On January 20, 2017, two bids were received and opened. Village staff reviewed the bid proposals, and Whitaker Contracting Corp. of Guntersville, AL., was determined to be the lowest cost, qualified, and responsible bidder meeting all contract requirements with a \$439,586.25 bid proposal. Whitaker Contracting Corp. specializes in pavement treatment and preservation and their references are satisfactory. This asphalt treatment product will seal the roadway in Hollywood Ridge Subdivision and three municipal parking lots, totaling approximately 112,000 square yards of roadway surface area. Capital Improvement Plan (CIP) funds during FY 2017, in the amount of \$430,000, have been allocated for this construction project. Additional monies within the CIP will be used to complete this contract.

With your concurrence, please include this item on the February 21, 2017 Board meeting agenda.

RESOLUTION NO. 17-_____

**RESOLUTION ACCEPTING A BID AND APPROVING A CONTRACT IN THE AMOUNT OF
\$435,586.25 WITH WHITAKER CONTRACTING CORP. FOR THE HIGH DENSITY MINERAL
BOND (HA5) ASPHALT TREATMENT PROGRAM**

WHEREAS, the Village's 2017 Capital Improvement Plan (CIP) has funds allocated for the proposed asphalt preservation program in the Hollywood Ridge Subdivision and Village owned parking lots; and

WHEREAS, on January 20, 2017, the Village received and opened two (2) qualified bid proposals for this project; and

WHEREAS, Village staff reviewed the bid proposals and has determined that Whitaker Contracting Corp. of Guntersville, Alabama, was the lowest cost, qualified, and responsible bidder meeting all contract requirements; and

WHEREAS, HA5 is an asphalt roadway treatment that is being applied to governmental roadway surfaces to seal and fill voids, denying moisture infiltration and allowing for an extension of the period of time required before a roadway surface necessitates resurfacing; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the bid of Whitaker Contracting Corp. for the 2017 High Density Mineral Bond (HA5) Asphalt Treatment Program;

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that a \$439,586.25 contract for the 2017 High Density Mineral Bond (HA5) Asphalt Treatment Program be approved and awarded to Whitaker Contracting Corp. of Guntersville, Alabama, in accordance with the unit prices in their January 20, 2017, bid proposal as attached hereto.

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

PASSED this _____ day of _____, 2017.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2017.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

VILLAGE OF WHEELING

HIGH DENSITY MINERAL BOND (HA5)

CONTRACT DOCUMENT

This agreement is made this 21 day of February, 2017 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Whitaker Contracting Corp.) 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:

placing High Density Mineral Bond on various roads/streets and Parking Lots in the Village of Wheeling.

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 HIGH DENSITY MINERAL BOND (HA5) , consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice
 - 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
 - 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 \$439,586.25 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 within 30 calendar days from the date of the Notice to Proceed (weather permitting). 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 21 day of February, 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 _____, 20__.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this ____day of _____, 20__.

Dean S. Argiris
Village President

BID TABULATION

CIP Project No. 16.1420.08

Hight Density Mineral Bond (HA5)

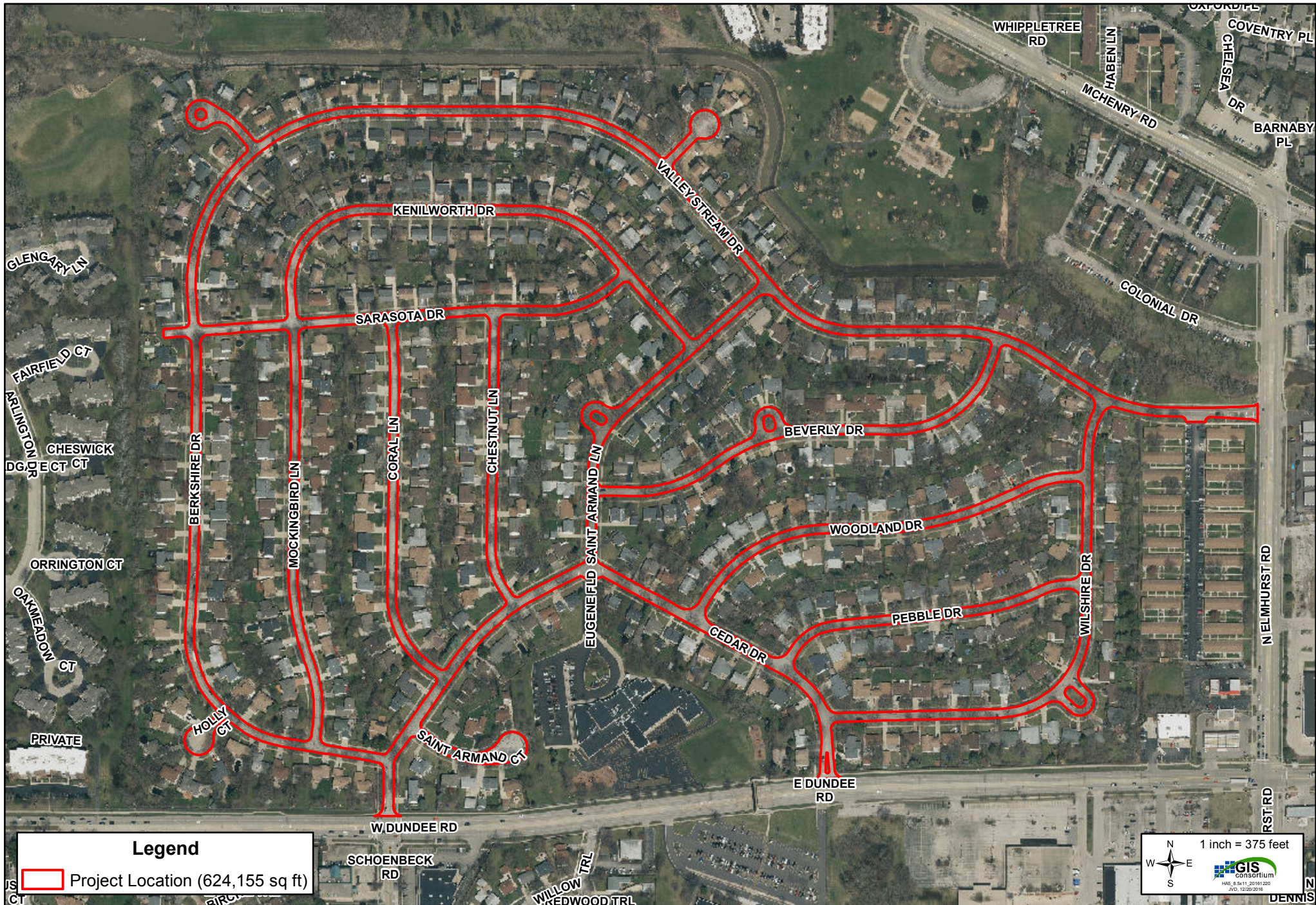
Date: January 20, 2017 Time: 11:00 AM Location: Village Hall				Whitaker Contracting Corp PO Box 306 Guntersville, AL 35976		Holbrook Asphalt 3828 SO 1700 E. St. George, UT 84790	
No.	Item	Units	Quantity	Unit Price	Extension	Unit Price	Extension
1	High Density Mineral Bond (HA5)	SY	81900	\$ 2.85	\$ 233,415.00	\$ 4.12	\$ 337,428.00
2	Mobilization & Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,750.00	\$ 14,750.00
3	Crack Seal	LS	1	\$ 67,000.00	\$ 67,000.00	\$ 71,867.25	\$ 71,867.25
					\$ 315,415.00		\$ 424,045.25
Parking Lots - Option 1							
4	High Density Mineral Bond (HA5) - PW Main Lot	SY	6745.2	\$ 2.85	\$ 19,223.82	\$ 4.12	\$ 27,790.22
5	High Density Mineral Bond (HA5) - PW Shared Drive	SY	1785	\$ 2.85	\$ 5,087.25	\$ 4.12	\$ 7,354.20
6	Thermal Arrow (Straight) - PW Shared Drive	SF	28	\$ 8.00	\$ 224.00	\$ 10.40	\$ 291.20
7	Thermal Multi - Direction Arrow - PW Main Lot	SF	26	\$ 8.00	\$ 208.00	\$ 10.40	\$ 270.40
8	Thermal Markings - 24" White Stop Line - PW Main Lot	LF	63	\$ 8.00	\$ 504.00	\$ 10.40	\$ 655.20
9	Thermal Arrow (Straight) - PW Main Lot	SF	14	\$ 8.00	\$ 112.00	\$ 10.40	\$ 145.60
10	Thermal Arrow (L/R) - PW Main Lot	SF	47	\$ 8.00	\$ 376.00	\$ 10.40	\$ 488.80
11	Paint Pavement Markings - Line 6" Yellow - PW Main Lot	LF	49	\$ 3.00	\$ 147.00	\$ 3.90	\$ 191.10
12	Paint Pavement Markings - Line 6" White - PW Main Lot	LF	86	\$ 3.00	\$ 258.00	\$ 3.90	\$ 335.40
13	Paint Pavement Markings - Line 4" Yellow - PW Main Lot	LF	104	\$ 1.50	\$ 156.00	\$ 1.95	\$ 202.80
14	Paint Pavement Markings - Line 4" White - PW Main Lot	LF	1877	\$ 1.50	\$ 2,815.50	\$ 1.95	\$ 3,660.15
15	Handicap Symbols - PW Main Lot	EA	5	\$ 40.00	\$ 200.00	\$ 52.00	\$ 260.00
16	High Density Mineral Bond (HA5) - PW Storage Yard	SY	11116.35	\$ 2.85	\$ 31,681.60	\$ 4.12	\$ 45,799.36
17	Crack Seal - PW Main Lot, Shared Drive, Storage Yard	LS	1	\$ 13,500.00	\$ 13,500.00	\$ 17,239.84	\$ 17,239.84
18	High Density Mineral Bond (HA5) -Police Department	SY	9450	\$ 2.85	\$ 26,932.50	\$ 4.12	\$ 38,934.00
19	Thermal Markings - 24" White Stop Line - Police Department	LF	44	\$ 8.00	\$ 352.00	\$ 10.40	\$ 457.60
20	Thermal Marking - 6" White - Police Department	LF	49	\$ 3.00	\$ 147.00	\$ 3.90	\$ 191.10
21	Thermal Marking - 4" Yellow - Police Department	LF	157	\$ 2.00	\$ 314.00	\$ 2.60	\$ 408.20
22	Thermal Arrow (Straight) - Police Department	SF	84	\$ 8.00	\$ 672.00	\$ 10.40	\$ 873.60
23	Thermal Arrow (L/R) - Police Department	SF	32	\$ 8.00	\$ 256.00	\$ 10.40	\$ 332.80
24	Pavement Marking - Only - Police Department	SF	42	\$ 8.00	\$ 336.00	\$ 10.40	\$ 436.80
25	Paint Pavement Markings - Line 4" Yellow - Police Department	LF	2951	\$ 1.50	\$ 4,426.50	\$ 1.95	\$ 5,754.45
26	Paint Pavement Markings - Line 4" White - Police Department	LF	608	\$ 1.50	\$ 912.00	\$ 1.95	\$ 1,185.60
27	Paint Pavement Marking - Line 76" (Speed Bump) - Police Department	LF	46	\$ 2.00	\$ 92.00	\$ 2.60	\$ 119.60
28	Handicap Symbols - Police Department	EA	6	\$ 40.00	\$ 240.00	\$ 52.00	\$ 312.00
29	Crack Seal - Police Department Lot	LS	1	\$ 8,600.00	\$ 8,600.00	\$ 8,292.37	\$ 8,292.37
30	High Density Mineral Bond (HA5) - Station 23	SY	549.15	\$ 2.85	\$ 1,565.08	\$ 4.12	\$ 2,262.50
31	Paint Pavement Markings - Line 4" Yellow - Station 23	LF	247	\$ 1.50	\$ 370.50	\$ 1.95	\$ 481.65
32	4" Polyurea Pavement Markings - Station 23	LF	103	\$ 37.50	\$ 3,862.50	\$ 48.75	\$ 5,021.25
33	Crack Seal - Station 23	LS	1	\$ 600.00	\$ 600.00	\$ 481.87	\$ 481.87
					\$ 124,171.25		\$ 170,229.66
		TOTAL BID:		\$ 439,586.25		\$ 588,772.00	
				\$ 439,586.25		\$ 594,274.91	

Village of Wheeling

To Regular Agenda



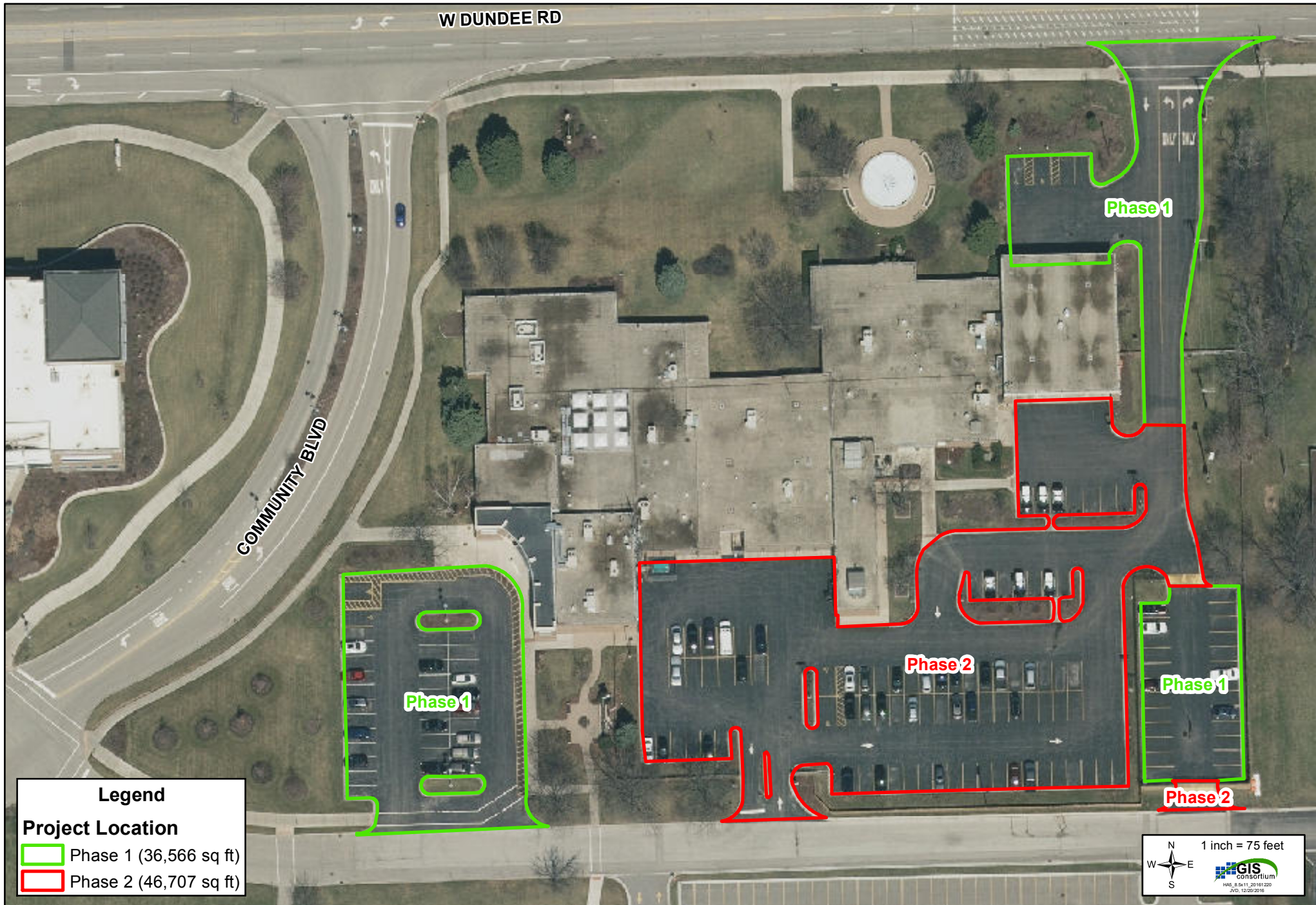
High Density Mineral Bond (HA5): Hollywood Ridge



Village of Wheeling

To Regular Agenda

High Density Mineral Bond (HA5): 1 Community Blvd

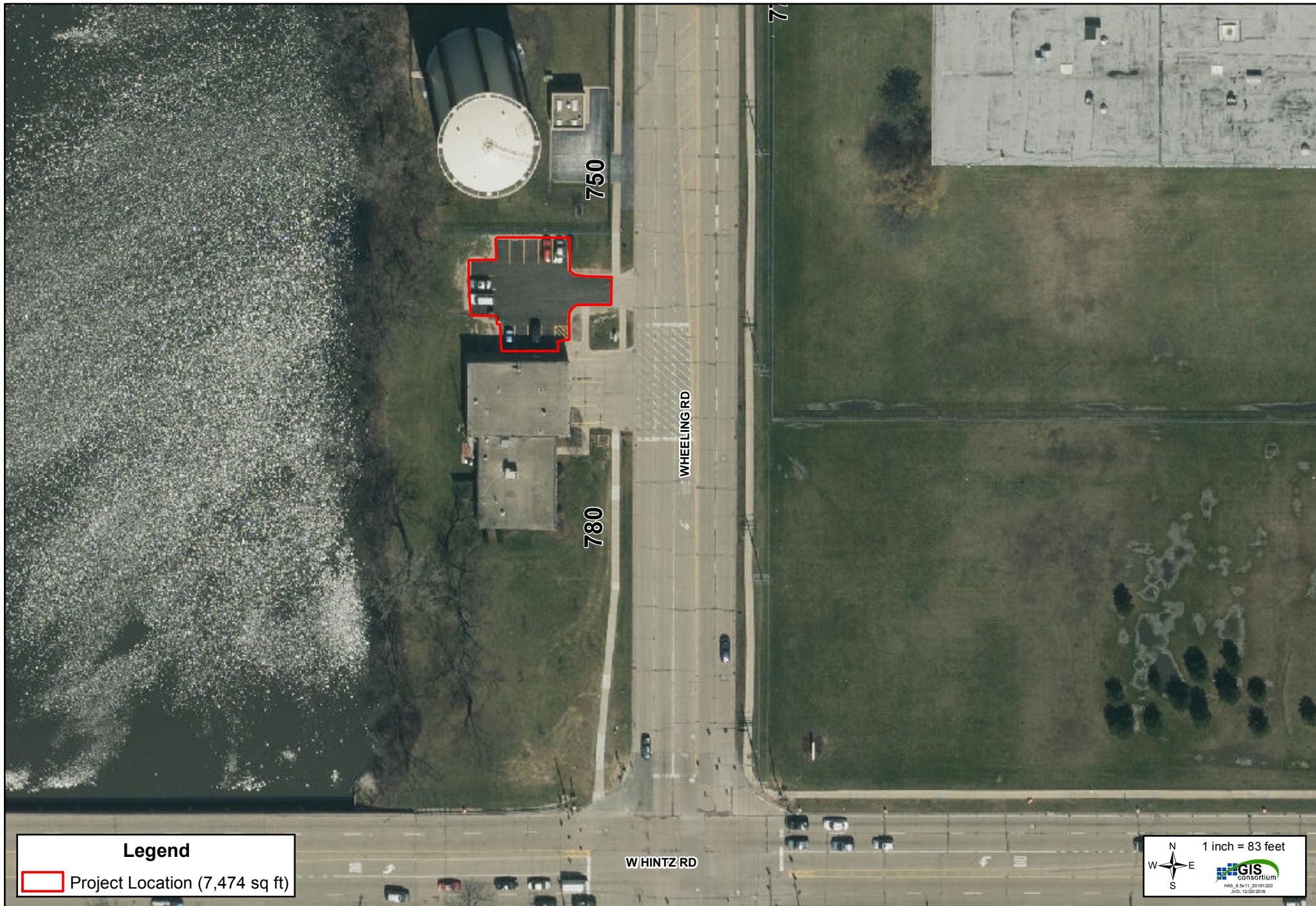


Village of Wheeling

To Regular Agenda



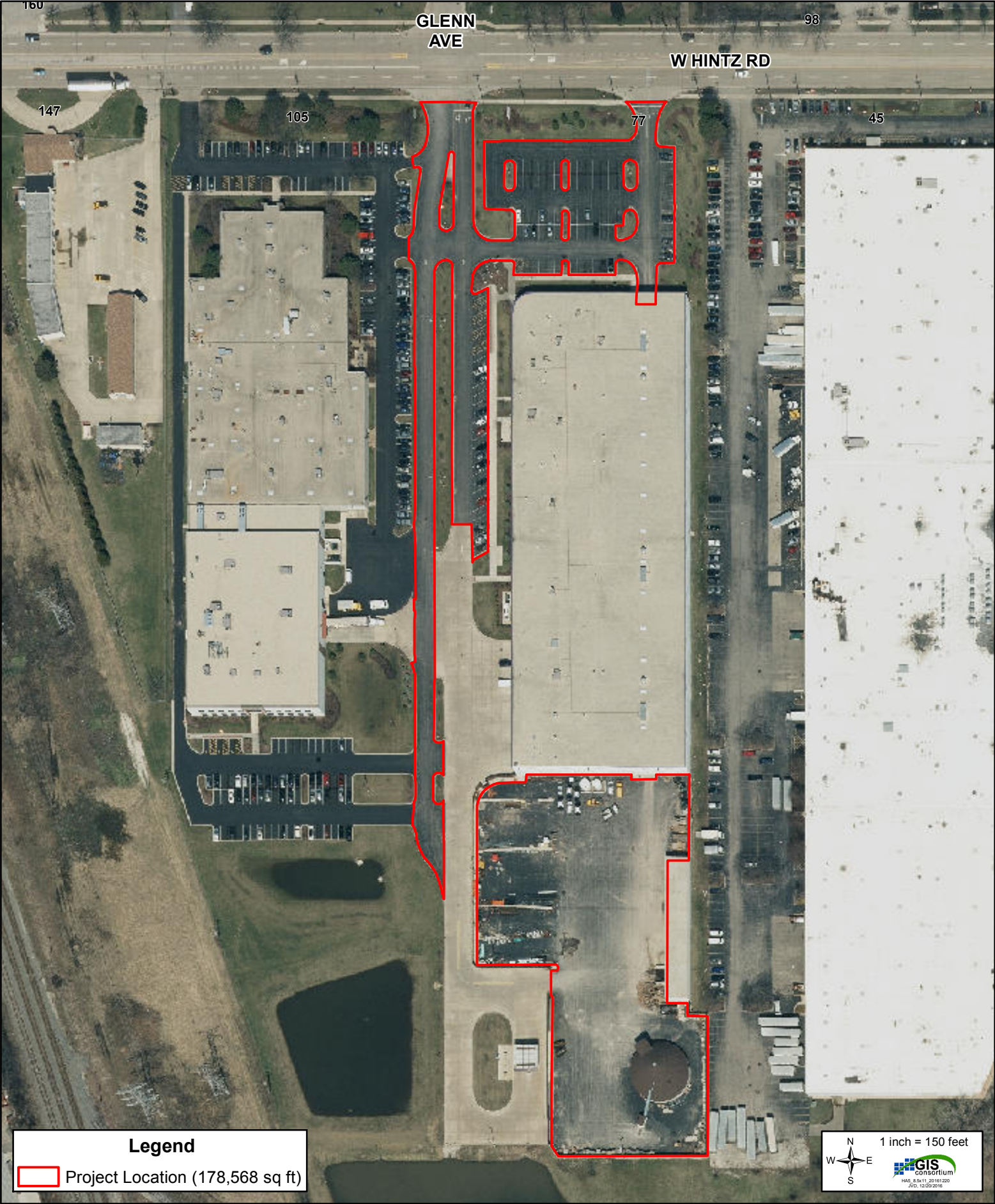
High Density Mineral Bond (HA5): Station 23



Village of Wheeling

High Density Mineral Bond (HA5): Public Works

To Regular Agenda



VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: February 21, 2017

TITLE OF ITEM SUBMITTED: A resolution Authorizing Change Order No. 3 to the Environmental Remediation Contract with V3 Companies Inc., 115-119 S. Milwaukee Property Improvements

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of Change Order No. 3 in the amount not to exceed \$5,000.00 for additional work related to the 115-119 South Milwaukee Avenue property improvement project. This change order relates specifically to the Illinois EPA's ongoing review of the consultant's report originally submitted in April 2016. The report is part of the process to complete the Site Remediation Program, with the goal of obtaining a No Further Remediation Letter for the property.

BUDGET²: Full funding is available in TIF funds.

BIDDING³: N/A.

EXHIBIT(S) ATTACHED: Resolution
Staff memo
Change Order Request Proposal, dated 2.10.17
Change Order #3

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: Andrew C. Jennings, Director of Community Development

DATE: February 21, 2017

SUBJECT: Change Order No. 3 – V3 Companies Inc.
115-119 South Milwaukee Avenue

EXECUTIVE SUMMARY

The Village Board approved an environmental remediation contract with V3 Companies Inc. (V3) on October 27, 2014. The contract involved certain environmental clean-up of the properties and application to the State for construction permits. Change Order #1 in the amount of \$4,570.00 was approved in April of 2015. Change Order #2 in the amount of an additional \$1,075.00 was approved October 26, 2015. The current request, Change Order #3, is for an amount not to exceed \$5,000.00.

Background

The two parcels located at 115-119 S. Milwaukee in the Crossroads TIF District and have been underutilized in terms of land use for many years. Purchase of the 119 South Milwaukee Avenue property was completed in 2014 and immediate demolition of the existing buildings on both 115 and 119 South Milwaukee took place.

After the demolition, V3 was contracted to perform what is termed a Supplemental Phase 2 environmental analysis, and subsequently file documentation with the IEPA for a No Further Remediation (NFR) letter to allow for construction. Part of the supplemental analysis was to test for groundwater and subsurface contamination. Two change orders have previously been approved in order to complete the testing required for the report that was submitted to the IEPA:

- Change Order #1, approved in April 2015, was requested due to replace the testing wells on the site, which were originally thought to be in usable condition. The original contract was approved for \$57,100, and Change Order #1 increased the contract to \$61,670.
- Change Order #2, approved October 2015, was requested due to IEPA regulations restricting soil gas sampling following heavy rains. A second mobilization of equipment was needed.

Current Change Order Request

As noted in the original contract document, the Village is also responsible for reimbursing the IEPA for costs incurred in reviewing submittal of the Focused Site Investigation / Remediation Objectives Report / Remedial Action Plan (FSI/ROR/RAP). This cost is a separate project cost that is not paid to the consultant. The Village has no control over this requirement, and cannot progress to the end of the Site Remediation Program (SRP) and obtain a No Further Remediation letter without completing the review. Unfortunately, the IEPA review of the V3 submittal on behalf of the Village included extensive comments.

The IEPA review of the consultant's report resulted in a large invoice to the Village from the IEPA, and also means that the Village's consultant will have to spend considerable time responding to the comments. While this change order is for \$5,000.00, the total cost to the Village of the review of this particular document will likely exceed \$15,000. The Village is now in a position where the change order is necessary in order to advance in the SRP, and Staff therefore recommends approval of Change Order #3. However, the cost of plan review by the IEPA should be considered as part of the total project cost on any future SRP project.

Community Development staff suggests approval of this requested Change Order #3.

Attachments: Resolution (precedes this memo)
Introductory letter, dated 2.10.2017
Change Order #3

RESOLUTION NO. 17 - _____

A RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 3 TO THE CONSULTANT CONTRACT WITH V3 COMPANIES INC., FOR 115 AND 119 SOUTH MILWAUKEE AVENUE ENVIRONMENTAL REMEDIATION

WHEREAS, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the "Village") is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village awarded a contract in the amount of \$57,100.00 on October 27, 2014, through Resolution 14-138 to V3 Companies Inc., to assist the Village in improving the subject properties for development; and

WHEREAS, the change order #1, in the amount of \$4,570.00, was approved through Resolution 15-58, passed April 27, 2015, to cover additional boring, excavation, pipe, and material costs; and

WHEREAS, the change order #2, in the amount of \$1,075.00, was approved through Resolution 15-108, passed October 26, 2015, to cover an additional mobilization due to Illinois EPA restrictions regarding collection of soil gas samples following heavy rains; and

WHEREAS, due to the extent of the Illinois EPA review comments of the April 2016 submittal by V3 on behalf of the Village, of the Focused Site Investigation / Remediation Objectives Report / Remedial Action Plan (FSI/ROR/RAP), the work required to provide a response for the project to progress in the Site Remediation Program process will exceed the original contract amount; and

WHEREAS, the change order is in the best interests of the Village of Wheeling and authorized by law;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS that the Village President is hereby authorized to execute Change Order No. 3 in an amount not to exceed Five Thousand Dollars (\$5,000.00), attached hereto, related to the 115-119 South Milwaukee Avenue property improvement project.

Trustee _____ moved, seconded by Trustee _____ that

Resolution No. 17-_____ be adopted.

President Argiris _____

Trustee Krueger _____

Trustee Brady _____

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



February 10, 2017

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

Re: **Change Order No. 3 to the Agreement Dated December 12, 2014**
Response to IEPA July 13, 2016 Comments to FSIR/ROR/RAP Report
Commercial Property
115 South Milwaukee Avenue
Wheeling, Illinois

Dear Mr. Jennings:

V3 Companies (V3) has prepared this Change Order No. 3 to the Agreement between V3 Companies (V3) and the Village of Wheeling (CLIENT), dated December 12, 2014, to provide additional environmental services at the site referenced above.

The specific scope of services and estimated costs to execute and complete Change Order No. 3 are presented in the attached documents.

Please feel free to contact us at 630-724-9200 with questions or comments.

Sincerely,

V3 COMPANIES, LTD.

Ryan Hartley, P.E.
Senior Project Manager

RPH

cc: James Ferolo – Klein, Thorpe and Jenkins, Ltd.

COMMERCIAL PROPERTY
115 SOUTH MILWAUKEE AVENUE
WHEELING, ILLINOIS
V3 Project No. 13081.1

CHANGE ORDER NO. 3 TO THE AGREEMENT DATED DECEMBER 12, 2014
BETWEEN THE VILLAGE OF WHEELING AND V3 COMPANIES OF ILLINOIS, LTD.

In accordance with the "CONTRACTING AND CHANGES TO WORK SCOPE" section of the December 12, 2014, Agreement between V3 COMPANIES OF ILLINOIS, LTD. ("V3") and the VILLAGE OF WHEELING ("CLIENT"), this Change Order appends and/or modifies said Agreement relative to V3's Services, and/or Compensation, and/or Time of Performance in connection with the Project below.

Project: 115 South Milwaukee Avenue, Wheeling, Illinois

Environmental Services: Response to IEPA July 13, 2016 Comments to the Focused Site Investigation, Remediation Objectives Report and Remedial Action Plan dated April 2016

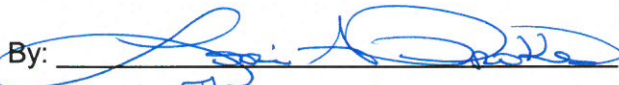
Description: In response to the Focused Site Investigation / Remediation Objectives Report / Remedial Action Plan (FSI/ROR/RAP) dated April 2016 and prepared as part of Task 3 of the Agreement, the IEPA has provided detailed comments requiring a response in order to move the site through the SRP process. V3 proposes to respond to the IEPA's comments, including actions agreed upon with the Village of Wheeling. See attached for agreed upon responses (with Mr. Andrew Jennings).

V3's Compensation: The previous total contract amount of \$62,745 is increased by the estimated fee of \$5,000, for work to be performed on a time-and-materials basis. The estimated fee will not be exceeded without written authorization of CLIENT.

APPROVAL AND ACCEPTANCE

This Change Order is approved and accepted by V3 and CLIENT as acknowledged by the signatures of their duly authorized representatives below:

V3 COMPANIES OF ILLINOIS, LTD.

By: 
Date Signed: February 10, 2017
Name: Lori Prokes
Title: Vice President – Environmental Practice

VILLAGE OF WHEELING

By: _____
Date Signed: _____
Name: _____
Title: _____

**CHANGE ORDER NO. 3 TO THE AGREEMENT DATED DECEMBER 12, 2014
BETWEEN THE VILLAGE OF WHEELING AND V3 COMPANIES OF ILLINOIS, LTD.**

Work Scope Task	V3 Project No.	V3 Bill Group	Description	Estimated Cost
T-3.1 Respond to IEPA Comments to FSI / ROR / RAP	13081.1	N52.1B	Refer to the scope of work description provided on Page 2 of the change order	\$ 5,000
Previous Total Contract Amount				\$ 62,745
New Total Contract Amount				\$ 67,745

ASSUMPTIONS AND QUALIFICATIONS FOR ESTIMATED COSTS

V3 labor shall be invoiced according to the 2014-15 Billing Rate attached to the original Agreement.



August 11, 2016

Mr. Andrew Jennings
Director of Community Development
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

Re: 0314977734--Cook County
Wheeling/115 & 119 S. Milwaukee Ave. Commercial Property
Summary of Options for Response to July 13, 2016 review letter

Dear Mr. Jennings:

As we discussed last week, V3 Companies, Ltd. (V3) has prepared this summary memo in response to the Illinois Environmental Protection Agency's (Illinois EPA's or IEPA's) review letter dated July 13, 2016. The letter was in response to the *Focused Site Investigation, Remediation Objectives Report and Remedial Action Plan* (the Report) dated April 19, 2016. The Illinois EPA comments and V3's responses/options are provided below for your review and for strategic discussions.

Section-specific Comments:

1. **Section 2.5.4 Site Hydrogeology, Groundwater Classification:** *The groundwater classification of a Class II resource is not approved at this time. Please provide the following information:*
 - a. *All supporting documentation must be provided. This must include the documentation that wells located within 200 feet of the site were properly sealed and abandoned.*

Response

Does the Village have any records for the 3 sealed and abandoned community supply wells?

In addition, V3 can also try to FOIA abandonment records from ISWS, if not in the possession of the Village.

Any documentation that is discovered should be submitted to the IEPA with a response letter.

- b. *Please provide the distance to the nearest existing potable well.*

Response

V3 can research the distance to the nearest potable well.

This data should be submitted to the IEPA with a response letter.

- c. *The Report states in this section that the nearest surface water body is the DuPage River (see page II of the Report), which is located 145 feet from the site. In other parts of the Report, it states that the nearest surface water body is the Des Plaines*

Mr. Andrew Jennings
August 11, 2016
Page 2

River, located 160 feet from the Site. What is the nearest surface water body and what is the distance?

Response

V3 will confirm the distance to the nearest surface water body which is the Des Plaines River.

This data should be submitted to the IEPA with a response letter.

- d. *A hydraulic conductivity value cannot be averaged for the site. Please provide the range of hydraulic conductivities measured at the site.*

Response

V3 will contact IEPA and a colleague that works often with IEPA to determine why this is not acceptable for this Site, since it is a common practice within the same soil type. In addition, a sensitivity analysis on the Tier 2 model can be performed to identify if there are any major changes, based on the use of the average or most conservative value.

2. **Section 4.1 Soil-Gas Sampling:** *The soil-gas analytical results are disapproved with respect to addressing the indoor inhalation exposure route at this time. Please address the following comments:*

- a. *Provide the total rainfall for the previous 48 hours prior to the soil-gas sampling event.*

Response

V3 can research the rainfall numbers for this time period.

This data should be provided to the IEPA in a response letter.

- b. *The soil-gas samples should also be analyzed for the leak detection gas (helium) to demonstrate that no leaks occurred.*

Response

V3 analyzed for helium prior to soil-gas sampling to identify any leaks. The procedure is provided in **Section 3.8** of the Report. The field sheets for the helium testing are provided in **Appendix E** of the Report.

A response noting where this information is contained within the original report should be submitted to the IEPA in a response letter, along with providing another copy of the referenced field sheets.

- c. *The soil-gas sample locations selected do not fully characterize the indoor inhalation exposure route. The soil-gas samples are not located near the highest naphthalene detection at the site; therefore they do not address the potential indoor inhalation concern for naphthalene. The soil-gas samples were not analyzed for mercury; they do not address the indoor inhalation exposure route for mercury.*

Mr. Andrew Jennings
August 11, 2016
Page 3

Response

The soil-gas sample locations were targeted to identify any potential off-site vapor intrusion concerns for VOCs. The groundwater samples are intended to address the on-Site indoor inhalation exposure route.

A revised new **Table 2.7** Indoor Inhalation Results (Groundwater) which compares the groundwater samples to VOCs, naphthalene and mercury should be submitted and an evaluation provided to the IEPA in a response letter.

3. **Section 4.0 Documentation of Field Activities:** *Please provide a more detailed description of field activities:*

- a. *How many soil borings were completed during this phase of site investigation activities?*

Response

The number of borings should be submitted to the IEPA in a response letter.

- b. *To what depth(s) were the borings completed to?*

Response

In general, the soil borings depths ranged from 5 to 25 feet. The soil borings in **Appendix C** provide the specific depth for each boring.

V3 can create a table summarizing the boring depths.

This data should be submitted to the IEPA in a response letter.

- c. *When did the sampling event occur?*

Response

The V3 sampling events occurred May 2013, May 2015, and June 2015.

This information should be submitted to the IEPA in a response letter.

- d. *Phase I information provided indicated that a potential concern exists for underground storage tank(s) (USTs) located under the former building located at 119 South Milwaukee Avenue. What was done to confirm the presence or absence of the USTs? How many cutout areas were observed in the building foundation?*

Response

V3 can create a response from the demolition documentation provided by the Village.

This information should be submitted to the IEPA in a response letter.

- e. *Sample VW-GP-106: What is the depth of the second (2nd) sample collected? The table states that the sample was collected at 12-13' below ground surface (bgs), but the boring log states that the sample was collected at 11-12' bgs?*

Mr. Andrew Jennings
August 11, 2016
Page 4

Response

V3 can verify the correct depth and provide a corrected table and/or boring log, which ever stated the wrong number.

This information should be submitted to the IEPA in a response letter.

4. **Section 5.2.1 Site COCs:** *Lead was detected above Tier 1 objectives in both soil and groundwater. This section should be corrected.*

Response

V3 can correct the text by referencing the incorrect sentence and providing a 'replacement sentence' with the correct wording.

This information should be submitted to the IEPA in a response letter.

5. **Section 5.2.1 Site COCs:** *The Report states, "Pesticides were eliminated as Site COCs based on a review of the history of the property as described in the Phase I ESAs. Refer to discussions of site history and investigation data found in Sections 2.3 and 2.7." Pesticides are not a contaminant of concern, because the Executive Summary does not state that the focused site investigation includes pesticides. Pesticides cannot be included in this Focused Site Investigation Report at this time, as no samples were analyzed for pesticides and Sections 2.3 and 2.7 do not provide sufficient information to exclude the need for pesticide analysis, even if the No Further Remediation (NFR) Letter were to add pesticides to the focused list of contaminants of concern included in the NFR letter.*

Response

A response should be provided that Pesticides are not requested to be included as a focused site COC.

This should be submitted to the IEPA in a response letter.

6. **Section 5.2.4 Summary TACO Tier 1 Evaluation, RCRA Metals:** *There are several metals detected at the site for which the soil component of the groundwater ingestion exposure route has not been addressed. See comments on Table 2.4.*

Response

V3 can submit a revised Table 2.4 depicting the referenced metals.

This should be submitted to the IEPA in a response letter.

7. **Section 5.2.4 Summary TACO Tier I Evaluation, page 31:** *The Report states, "Where Tier 1 groundwater (and soil to groundwater) ROs have been exceeded, TACO RBCA equation R-26 simulations have been completed to predict the distances from the COC sources (represented by groundwater monitoring wells) required to achieve Tier 1 groundwater ROs. Because the groundwater pathway exclusion is anticipated (via the Village municipal ordinance prohibiting potable use of groundwater), the Des Plaines River is a potential receptor that is also considered in the evaluations of COCs that exceed Tier 1 groundwater pathway ROs. If needed, R-26 evaluations will be compared to 35 IAC Part 302 surface water quality standards for respective COCs." When the groundwater ingestion route is being excluded per 35 IAC 742.1015, compliance with 35*

Mr. Andrew Jennings
August 11, 2016
Page 5

IAC 742.320(f) is required. This is not optional, as groundwater objectives and surface water quality standards are not the same, compliance to both values must be demonstrated.

Response

The surface water quality standards were not reviewed for the R-26 evaluations because the COCs did not reach the river prior to meeting Tier 1 ROs. However, V3 can also provide a comparison to the SWQ standards with an additional table and provide an evaluation of the standard. The evaluation would be performed on existing Tier 2 calculations and any additional calculations we are doing as part of this response. This should be submitted to the IEPA in a response letter.

8. **Section 5.2.4 Summary TACO Tier 1 Evaluation, page 32, paragraph 3:** *Lead was detected in a groundwater sample above the Class II groundwater remediation objective and should be listed here. The lead sample collected in 2015 from MW-1 cannot be used to address the groundwater ingestion route exceedance of lead from a 2007 sample. In order to use dissolved metal analysis to characterize groundwater, the sample must be analyzed for total and dissolved metals from the same sampling event. Either re-sample MW-1 and analyze the groundwater sample for both total and dissolved lead analyses- or model the lead exceedance.*

Response

V3 can model the existing total lead exceedance from 2007, since that is the easiest option without re-sampling. The additional model and documentation should be submitted to the IEPA in a response letter.

9. **Section 5.2.4 Summary TACO Tier 1 Evaluation, page 32, paragraph 4:** *Any detection limit that exceeds the appropriate remediation objective from any chemical which has been detected at the site must be addressed as an exceedance of the remediation objective (i.e. vinyl chloride). This will affect the source width for the RBCA equations.*

Response

The IEPA is not accepting the arguments provided in the Report regarding reporting limits. Therefore, V3 can model the additional chemicals with reporting limit issues. As indicated in the comment, this may affect the existing soil borings and wells modeled, and those calculations may need to be modified. The additional modeling and documentation should be submitted to the IEPA in a response letter.

10. **Section 5.2.4 Summary TACO Tier 1 Evaluation, Soil Ingestion Exposure Route-Arsenic and Lead Tier 3 Evaluation, page 33:** *The use of ProUCL to evaluate arsenic and lead is not a Tier 3 if completed per 35 IAC 742.225. What version of USEPA ProUCL was used? ProUCL cannot be used to address the construction worker ingestion exceedance. The construction worker caution will need to include lead, along with naphthalene and mercury.*

Mr. Andrew Jennings
August 11, 2016
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Response

ProUCL 5.0 was the version used to perform the statistical calculations. The reference to a Tier 3 was a typo and should be corrected to read Tier 1. The construction worker exceedance for lead will be added to the construction worker caution / notification list.

V3 can provide a write up to correct this.

This should be submitted to the IEPA in a response letter.

11. **Section 5.3 Remediation Objectives:** *This section lists the proposed institutional controls that will be required. The indoor inhalation exposure route institutional control is not listed in this section as it should be. When comparing soil-gas and/or groundwater objectives to 35 IAC 742, Appendix B, Table H, the indoor inhalation exposure route will require an institutional control in the No Further Remediation (NFR) letter stating that "Any existing buildings or any future buildings constructed on the site must contain a full concrete slab-on-grade floor or full concrete basement floor and walls with no sump(s)."*

Response

The language should be added as commented.

This should be submitted to the IEPA in a response letter.

12. **Section 5.3 Remediation Objectives, Engineered Barrier:** *A clean fill engineered barrier at a depth of five (5) to eight (8) feet below ground surface for soil boring location B-1 cannot be proposed. There isn't a soil sample from this interval indicating that the soil meets Tier 1 residential remediation objectives. The future maintenance of this "buried" engineered barrier cannot be demonstrated. The use of the 1-3 foot interval at the site can be used as a clean fill engineered barrier. There is a sample from this interval that meets residential remediation objectives and any future disturbance of the engineered barrier would be apparent.*

Response

Use the existing soils from 1-3 ft as a clean fill engineered barrier (20x20 area). The implication being any future development would require this 20x20 ft area to be maintained as a soil barrier. If a building foundation was placed within this area in the future, the owner would have to re-open the site within the SRP to amend the barrier as a concrete or asphalt barrier, and obtain a new NFR letter.

13. **Section 5.3.1 Tier 2 Evaluation:** *The Remediation Objectives Report will not be approved until the groundwater ordinance has been submitted and approved by the Illinois EPA. Section 5.3.1 Tier 2 Evaluation: The Remediation Objectives Report will not be approved until the groundwater ordinance has been submitted and approved by the Illinois EPA.*

Response

The limited groundwater use ordinance has not been prepared and submitted to IEPA yet, since the limited area depends on the approval of the Tier 2 ROs and the associated

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modeling. When the modeled area is agreeable to the IEPA, the Village and V3 can complete and submit the limited groundwater ordinance for IEPA review and approval. V3 can prepare this response. This should be submitted to the IEPA in a response letter.

Figures:

1. **Figure 1.3 Site Base Map and RECs:** One of the RECs noted in the Reports are cuts in the foundation of one of the buildings formerly located on-site which may have indicated underground storage tanks. These cuts into the foundation should be noted on this Figure.

Response

Figure 1.3 can be revised to include the referenced cuts in the foundation. V3 can revise the figure. The figure should be submitted to the IEPA in a response letter.

2. **Figure 2.1 Water Well Survey Map:** According to the Illinois State Geological Survey, there is a well located north of Center Ave. that is not located on this map. What is the distance of this well to the site? Is this well still in use?

Response

V3 can research the well in question and provide the requested information. The figure should be submitted to the IEPA in a response letter.

3. **Figure 4.1 Soil Exceedance Map:** All of the Tier 1 exceedances should be on this map. Several VOC soil component of the groundwater ingestion exposure route exceedances are not shown on this Map.

Response

V3 can revise the figure with the requested information. The figure should be submitted to the IEPA in a response letter.

Tables:

1. **Table 2.0 Summary of Sample Exceedances and Pathway Resolution:** Please make the following corrections for this table:
 - a. Mercury exceeds the construction worker inhalation objective in sample B-1 at 1-3' bgs.

Response

V3 can revise the table with the requested information. The table should be submitted to the IEPA in a response letter.

- b. Lead was detected above the construction worker ingestion objective; the table states that the exceedance was addressed by using 95% UCL. Construction worker exceedances cannot be addressed by using soil averaging. A construction worker

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causation institutional control or soil removal can be used to address this Tier 1 exceedance.

Response

V3 can revise the table with the requested information.

The table should be submitted to the IEPA in a response letter.

2. **Table 2.4- Soil Analytical Results:** Please address the following comments:

- a. *For those Chromium and Silver results that are greater than the background value, how is the soil component of the groundwater ingestion route being addressed?*

Response

V3 will discuss how chromium is addressed utilizing SPLP results and silver will need to be modeled (since there is no pH value under Class II groundwater for silver and there are detections of silver above the background value).

The response, model and documentation should be submitted to the IEPA in a response letter.

- b. *The soil component of the groundwater ingestion route has not been addressed for Barium, Cadmium, and Mercury for those samples with a pH value greater than 8.24 and with analytical results greater than their respective background values.*

Response

V3 will discuss how barium is addressed utilizing SPLP results and cadmium and mercury will need to be modeled for any applicable samples.

The response, model and documentation should be submitted to the IEPA in a response letter.

- c. *Soil sample GP-4 (6.5-8') has a pH greater than 9.0, and as such, it is not appropriate to compare these results to the pH-based remediation objectives. For those metal results greater than background, how is the soil component of the groundwater ingestion exposure route being addressed?*

Response

V3 will discuss which metals are addressed utilizing SPLP/TCLP results and which metals will need to be modeled.

The response, model and documentation should be submitted to the IEPA in a response letter.

- d. *Sample B-1 exceeds the construction worker inhalation objective for mercury; this should be shaded as an exceedance.*

Response

V3 can revise **Table 2.4** to include shading for mercury under the construction worker inhalation column.

The table should be submitted to the IEPA in a response letter.

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- e. *Footnote C' states that the analytical results are being compared to 35 IAC 742, Appendix B, Table C (Class I groundwater). This footnote is incorrect; the remediation objectives being used are based on Class II groundwater. Please correct the footnote.*

Response

V3 can revise **Table 2.4** to include the footnote correction.
The table should be submitted to the IEPA in a response letter.

3. **Table 2.5 Groundwater Analytical Results:** *The appropriate indoor inhalation remediation objectives should be included in this table.*

Response

V3 can add a new Table 2.7 to address the indoor inhalation ROs for groundwater as requested.
The table should be submitted to the IEPA in a response letter.

Appendixes:

1. **Appendix A, Historical Report:** *Please proof read reports before submitting them to the Illinois EPA for review. The historical documents were disorganized. There are several pages missing from the December 20, 2007 Supplemental Phase II Report.*

Response

The printed out copy of the Shaw Dec. 20, 2007 Supplemental Phase II Report that were provided to the IEPA were taken directly from the PDFs provided by the Village.
Does the Village have original paper copies that we can make complete copies from and submit to the IEPA? It appears that pages from the lab reports are missing.

2. **Appendix H, Tier 2 Documentation:** *Please address the following comments:*
 - a. *Fraction Organic Carbon (foc) cannot be averaged. Select the most appropriate sample to be used and provide the justification for use of that sample.*

Response

V3 will contact IEPA and a colleague that works often with IEPA to determine why this is not acceptable for this Site, since it is a common practice within the same soil type. In addition, a sensitivity analysis on the Tier 2 model can be performed to identify if there are any major changes, based on the use of the average or most conservative value.

- b. *Please provide a calculation sheet for the hydraulic gradient.*

Response

V3 can provide the hydraulic gradient calculation sheet.
The response should be submitted to the IEPA in a response letter.

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- c. *The hydraulic conductivity cannot be averaged. Select the most appropriate value. The source width perpendicular to groundwater flow direction in horizontal plane should be shown on one or more maps along with the modeled distance to the compliance point.*

Response

The hydraulic gradient was not averaged for determining the Tier 2 ROs, as shown in the attached calculation sheet. The most conservative gradient value was used in the calculations.

The response should be submitted to the IEPA in a response letter.

Please contact us at 630.724.9200 with any questions.

Sincerely,
V3 COMPANIES



Rachael K. Berthiaume, P.E., LEED AP
Project Manager



Ryan P. Hartley, P.E.
Sr. Project Manager

RKB/KRO/csf