



Monday, November 17, 2025
Village Board Regular Meeting Agenda

PUBLIC NOTICE - 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 will be held in the Board Room, Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois, at 6:30 PM, 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 agenda:

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - A. Approval of Minutes - NONE
5. **Changes to the Agenda**
6. **Proclamations**
7. **Appointments and Confirmations**
8. **Administration of Oaths**
9. **Citizen Concerns and Comments**
10. **Staff Reports**
11. **Consent Agenda**

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

 - A. Resolution Authorizing the Execution of a Second Amendment to the Service Agreement between the Village of Wheeling and Health Inspection Professionals, Inc. for Health Inspection Services in the Amount of \$162,000
 - B. Resolution Approving Change Order No. 1 to the Contract with Gewalt Hamilton Associates, Inc. for the Northeast Prairie Preserve Bike Path Project, Increasing the Contract Amount by \$67,700, from \$46,700 to \$114,400
 - C. Resolution Approving a One-Year Contract With Robert W. Hendricksen Company in the Amount of \$120,000 for Tree Trimming and Removal Services and an Additional \$5,000 for Miscellaneous Tree Work for a Total Amount of \$125,000 in FY 2026
 - D. Resolution Approving a Third One-Year Renewal Contract with LoVerde Construction Company for Aggregate Material Delivery and Debris Hauling for a Total Amount Not to Exceed \$110,000 in FY 2026

- E. Resolution Authorizing Acceptance of a Previously Bid Suburban Purchasing Cooperative Contract for the Purchase of One 2026 Ford F-150 Responder from Currie Motors in the Total Amount of \$49,695
- F. Resolution Authorizing the Village President and Clerk to Execute a Temporary Construction Easement Related to the Milwaukee Avenue Watermain and Sidewalk Installation Project
- G. Resolution Authorizing the Village President to Execute Amendment 01 to the November 4, 2024 Agreement with Kimley-Horn for Professional Services for the Wheeling Town Center Enhancement Project

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Resolution of the Corporate Authorities to Determine the Amount of the Tax Levy for the 2025 Tax Year
- B. Resolution Consenting to a Cook County Class 6b Real Estate Assessment Classification for the Property Located at 953 Seton Court in the Village of Wheeling, Illinois and Approving a Related Class 6b Development Incentive Agreement
- C. Ordinance Amending Title 19, Zoning, of the Wheeling Municipal Code Related to Business and Contractor Related Services [Docket No. PTA25-0002]
- D. Ordinance Granting Special Use Approval for an Indoor Recreation and Instruction Facility (DNA Tumbling, 636 Wheeling Road) [Docket No. PSU25-0022]
- E. DISCUSSION RE: Capital Improvement Plan (CIP) Summary of Projects for Fiscal Years 2026–2030

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills for October 29–November 12, 2025

16. **Executive Session**

17. **Action on Executive Session Items**

18. **Adjournment**

REGULAR meetings will be televised on channels 17 and 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. To view the full agenda packet, visit <https://wheelingil.portal.civicclerk.com/>.



MEMORANDUM

DATE: November 17, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Resolution Authorizing the Execution of a Second Amendment to the Service Agreement between the Village of Wheeling and Health Inspection Professionals, Inc. for Health Inspection Services in the Amount of \$162,000
DOLLAR AMOUNT: \$162,000.00
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

Community Development staff seeks a contract renewal with Health Inspection Professionals (HIP), Inc. to continue routine inspections associated with the health permits for food service establishments. The Village's initial contract with HIP began in 2019 and was most recently renewed in 2022 for a three-year term. The proposed renewal will be another three-year contract for an amount not to exceed \$162,000, or \$54,000 per year.

The Community Development Department seeks to continue the services of third-party contractor Health Inspection Professionals Inc. for assistance in the management of the Village's health inspection program. The Village's Health/Municipal Inspector will continue to oversee the administration of the program, and all decisions regarding the enforcement of the code (closures, corrective action, etc.) will be made by the Village. Community Development staff will also continue to manage the clerical aspects of the program, and will continue to perform all other tasks related to food service establishments, such as plan reviews, complaint investigation, change-of-owner inspections, construction inspections, and temporary food permits.

With the previous renewal in 2022, the contract was amended to include HIP's inspection of food vending machines due to the adopted 2017 United States Food and Drug Administration Food Code requiring such routine inspections. The proposed renewal also includes the inspection of 16 food vending machines, down from 29.

A resolution authorizing the Village President to execute an amendment to the original service agreement with HIP is attached for the Board's consideration. The amendment will provide for a three-year service agreement in an amount not to exceed \$162,000 for three years (\$54,000 annually) for services including routine health inspections and follow-up inspections associated with the food service establishment permit program.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND HEALTH INSPECTION PROFESSIONALS, INC. FOR HEALTH INSPECTION SERVICES IN THE AMOUNT OF \$162,000

WHEREAS, in 2019 the Village of Wheeling ("Village") sought proposals from various vendors to provide inspectional services and entered into an agreement with Health Inspection Professionals, Inc. to perform such inspectional services for the Village; and

WHEREAS, in December 2022 the President and Board of Trustees of the Village adopted Resolution No. 22-128 approving a First Amendment to the agreement with Health Inspection Professionals, Inc. extending the agreement by three years, with the term ending December 31, 2025; and

WHEREAS the Village and Health Inspection Professionals, Inc. wish to extend the agreement by an additional three years, through December 31, 2028, and to update the fee schedule accordingly;

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

SECTION 1: That the Village President and Village Clerk are hereby authorized to execute a Second Amendment to the Service Agreement between the Village and Health Inspection Professionals, Inc., that is in substantial conformity with the document attached hereto as Exhibit A. Any final changes shall be subject to the Village Manager's approval.

SECTION 2: That this resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 25-_____ be passed this 17th day of November, 2025.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

EXHIBIT A

**SECOND AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE VILLAGE OF WHEELING AND HEALTH INSPECTION PROFESSIONALS, INC.**

SECOND AMENDMENT TO SERVICE AGREEMENT

Effective January 1, 2026 (“**Effective Date**”), this Second Amendment (“**Amendment**”) amends certain terms and conditions of the Professional Services Agreement made by and between Health Inspection Professionals, Inc. (“**Consultant**”) and the Village of Wheeling (“**Village**”) dated November 19, 2019, as follows:

WHEREAS, Village and Consultant entered into that Service Agreement effective November 19, 2019 (the “**Agreement**”) setting forth the terms and conditions under which Consultant provides Village certain health inspection services (as defined in the Agreement); and

WHEREAS, the Village and Consultant wish to amend the Agreement to extend the Agreement by three (3) years, adjust the Fees Schedule and expand the scope of services to include vending machine inspections; and

WHEREAS, Village and Consultant now wish to amend the Agreement by entering into this Amendment with such amended terms to commence as of the Effective Date of January 1, 2026 (“Effective Date”); and

WHEREAS, any term not defined in this Amendment shall have the same meaning ascribed thereto in the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, Village and Consultant hereby agree to amend the Agreement as delineated below commencing as of the Effective Date:

1. Definitions. The definition of the term “Services” within Section 1 “Definitions” is hereby amended to add 16 vending machine inspection locations and shall read in its entirety as follows:

F. The term “Services” shall mean to provide roughly 411 routine food establishment inspection services and any subsequent follow up inspections as requested and directed by the Village of Wheeling and roughly 16 vending machines inspection locations annually.

2. Term. The Parties hereby amend Section 2 of the Agreement to remove Subsection A, “Initial Trial Period” and renumber Subsection B “Term of Agreement” to be Subsection A and extend the Term of the Agreement to December 31, 2028. The new paragraph A shall read as follows:

A. Term of Agreement. Absent termination the duration of this Agreement shall be a period of three (3) years, commencing on January 1, 2026. Absent any event other than the passage of time or the giving of notice, this Agreement shall remain in full force and effect through its expiration on December 31, 2028. Upon its expiration, the Parties may, but are under no obligation to,

renew this Agreement and all of its terms by mutual written agreement of both Parties no later than thirty days before the expiration of this Agreement.

3. Scope of Services. Section A “Services” of Section 3 “Scope of Services” is hereby amended to include the updated services of vending machine inspections, referenced in Section 1, “Definitions” and shall read in its entirety as follows:

- A. **Services.** Consultant agrees to perform the Services set forth in the Proposal and as defined in this Agreement, in accordance with the terms and conditions of this Agreement. Consultant shall provide the Services on behalf the Village on an as-requested basis. The Village makes no guarantee as to the number or amount of Services that Consultant may be requested to perform during the term, or any extended term, of this Agreement. Nor does the Village have any obligation under this Agreement to provide Consultant with any specific number, level, or type of Service to be performed. The Village has the authority to direct the Consultant to provide the Services, including the frequency of the services and any follow up inspections.

4. Agreement Amount. Within Section 4, “Compensation and Method of Payment,” Subsection A(1), “Agreement Amount,” the Fee Schedule set forth in Exhibit B is updated and replaced by a new Exhibit B, which is attached to this Amendment.

5. All terms and conditions of the original Agreement thereto not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have duly executed this Agreement.

Health Inspection Professionals, Inc., an Illinois Corporation

By: _____
Lynn Hoette

Date: _____

THE VILLAGE OF WHEELING

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

EXHIBIT

NEW EXHIBIT B

Fee schedule for Health Inspection Services:

January 1, 2026-March 31, 2026=\$13,500

April 1, 2026-June 30, 2026=\$13,500

July 1, 2026-September 30, 2026=\$13,500

October 1, 2026-December 31, 2026=\$13,500

January 1, 2027-March 31, 2027=\$13,500

April 1, 2027-June 30, 2027=\$13,500

July 1, 2027-September 30, 2027=\$13,500

October 1, 2027-December 31, 2027=\$13,500

January 1, 2028-March 31, 2028=\$13,500

April 1, 2028-June 30, 2028=\$13,500

July 1, 2028-September 30, 2028=\$13,500

October 1, 2028-December 31, 2028=\$13,500



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving Change Order No. 1 to the Contract with Gewalt Hamilton Associates, Inc. for the Northeast Prairie Preserve Bike Path Project, Increasing the Contract Amount by \$67,700, from \$46,700 to \$114,400
DOLLAR AMOUNT: 67,700
BUDGETED: Yes
BUDGET SOURCE: North TIF
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The attached resolution approves Change Order No. 1 to the design contract with Gewalt Hamilton Associates, Inc. for the Northeast Prairie Preserve Bike Path Project, increasing the contract amount by \$67,700, from \$46,700 to \$114,400. The increase is associated with additional design services related to incorporating a bike/pedestrian bridge into the project.

MEMO

Discussion:

On June 2, 2025 the Village Board approved Resolution 25-089 approving a \$46,700 engineering services agreement with Gewalt Hamilton Associates, Inc. for the Northeast Prairie Preserve Bike Path Project. This project includes the design of a bike path from Northgate Parkway to Wolf Court.

In order to avoid crossing private property to the east of this project, staff and the design engineer determined that it is necessary to construct a pedestrian bridge for the bike path to cross from the north to the south side of the Diversionary Channel. This change order incorporates additional surveying, wetland delineation, Illinois Department of Natural Resources requirement compliance, and structural design. The proposal from Gewalt Hamilton Associates, Inc. is attached for review.

Budget:

The agreed-upon contract amount of \$114,400 represents a \$67,700 increase to the original contract award. This portion of the project utilizes North TIF Funds.

RESOLUTION NO. 25-_____

RESOLUTION APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH GEWALT HAMILTON ASSOCIATES, INC. FOR THE NORTHEAST PRAIRIE PRESERVE BIKE PATH PROJECT, INCREASING THE CONTRACT AMOUNT BY \$67,700, FROM \$46,700 TO \$114,400

WHEREAS, Resolution No. 25-089 awarded a design contract to Gewalt Hamilton Associates, Inc. in the amount of \$46,700 for the Northeast Prairie Preserve Bike Path Project (the "Project"); and

WHEREAS, in order to avoid private property on the east end of this project, staff and the design engineer have determined that it is necessary to construct a pedestrian bridge for the bike path to cross from the north to the south side of the Diversionary Channel; and

WHEREAS, this Change Order No. 1 incorporates the additional fees needed to complete the design; and

WHEREAS, the agreed-upon contract amount of \$114,400 is \$67,700 higher than the original contract award amount of \$46,700; and

WHEREAS, approving this Change Order is in the best interest of 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 Village Manager is hereby authorized to execute Change Order No. 1 to the design contract with Gewalt Hamilton Associates, Inc. for the Northeast Prairie Preserve Bike Path Project, increasing the final contract amount from \$46,700 to \$114,400 as attached hereto.

Trustee _____ moved, second by Trustee _____,
that Resolution No. 25- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 17th day of November 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

Date Issued:	11/10/2025	Effective Date of Change Order:	11/17/2025
Owner:	Village of Wheeling	Owner's Project No.:	25.1400.01
Contractor:	953- Gewalt Hamilton Associates, Inc.	Contractor's Project No.:	N/A
Engineer:	N/A	Engineer's Project No.:	N/A
Project:	Northeast Prairie Preserve Bike Path		
PO 25001326			

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional design required for bridge.

Attachments:

Proposal

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$46,700.00		Substantial Completion:	
		Ready for final payment:	
Increase from previously approved Change Orders No. 1 to No. 1:		{Increase} {Decrease} from previously approved Change Orders No. 1 to No. {Number of previous Change Order} :	
\$0.00		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$46,700.00		Substantial Completion:	
		Ready for final payment:	
Choose an item. this Change Order:		{Increase} {Decrease} this Change Order:	
\$67,700.00		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$114,400.00		Substantial Completion:	
		Ready for final payment:	

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u>[Signature]</u>	By:	<u>[Signature]</u>	By:	<u>[Signature]</u>
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Village Engineer	Title:	Village Manager	Title:	Sr. Project Manager II
Date:	11/10/25	Date:		Date:	11/10/25

Approved by Funding Agency (if applicable)

By:	N/A	Date:	
Title:	N/A		

Change Order Authorization for Illinois Public Projects

Contract Number 25.1400.01 Date: 11/10/2025

Project Northeast Prairie Preserve Bike Path

This Change Order authorizes:
(Check those that apply.)

☒ (a) An Increase on the cost of the contract by \$10,000 or more (+\$67,700)

☐ (b) An increase/decrease in the time of completion by 30 days or more (____)

OWNER (or its designee _____) has determined (Give circumstances requiring change, state fully the nature and reason for the change).

Additional cost is necessary to complete the design of the path.

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked. (Check those that apply.)

☒ The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

☒ The undersigned has determined that the change is germane to the original contract as signed.

☒ The undersigned has determined that this change is in the best interest of the Village of Wheeling and is authorized by law.



Prepared by (Village Engineer)

11/10/25

Date

Prepared by (Village Manager)

Date

Owner shall preserve a copy of this authorization in a permanent contract file that is open to the public in accordance with P.A. 85-1295, Ill. Rev. Stat. Ch. 38, par. E-9.



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a One-Year Contract With Robert W. Hendricksen Company in the Amount of \$120,000 for Tree Trimming and Removal Services and an Additional \$5,000 for Miscellaneous Tree Work for a Total Amount of \$125,000 in FY 2026
DOLLAR AMOUNT: 125,000
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Community Image

EXECUTIVE SUMMARY

The attached resolution approves a one-year contract with Robert W. Hendricksen Company for parkway tree trimming and removal services in the amount of \$120,000, as well as additional tree work as needed on Village-owned properties for \$5,000, totaling \$125,000 in FY 2026.

MEMO

Background:

The Village of Wheeling is responsible for the care and maintenance of approximately 6,500 public trees within the right-of-way, as well as trees located on various other properties maintained by the Village. Proactive tree trimming and tree removal programs are necessary to maintain safe, healthy, and aesthetically pleasing public corridors and properties. Although Public Works is able to respond to tree issues and perform some tree maintenance, the Department does not have the specialized personnel or equipment needed to perform the amount of tree work necessary to execute these maintenance programs.

Discussion:

The Department publicly solicited bids in October 2025 and received three bid proposals. The bid is based on various tree sizes and on service categories including tree trimming, tree removal, and stump grinding. The initial term of the contract is for one year; the contract also includes the option of three one-year renewals. Of the three qualified contractor submittals, Hendricksen provided the most responsive proposal and the lowest aggregate cost. Bid tabulations are attached. Hendricksen is a Wheeling business that has provided professional services to Wheeling and many neighboring municipalities since 1964. Public Works is confident that Hendrickson has the skills, experience, and resources to successfully complete the necessary work.

Budget:

The FY 2026 Forestry Division budget allocates \$120,000 for parkway tree maintenance activities and \$5,000 for additional tree work on Village-owned properties.

RESOLUTION NO. 25-_____

RESOLUTION APPROVING A ONE-YEAR CONTRACT WITH ROBERT W. HENDRICKSEN COMPANY IN THE AMOUNT OF \$120,000 FOR TREE TRIMMING AND REMOVAL SERVICES AND AN ADDITIONAL \$5,000 FOR MISCELLANEOUS TREE WORK FOR A TOTAL AMOUNT OF \$125,000 IN FY 2026

WHEREAS, the Village of Wheeling is responsible for the care and maintenance of approximately 6,500 public trees within the right-of-way, as well as trees located on various properties maintained by the Village; and

WHEREAS, proactive tree trimming allows for safe pedestrian and vehicular traffic, promotes health and attractive growth, and improves aesthetic appearance; and

WHEREAS, tree removal is necessary to address dead, dying, or defective trees; and

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

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

WHEREAS, staff solicited bids for a one-year contract for these services that includes the option of three additional one-year renewals, and has received three proposals; and

WHEREAS, Robert W. Hendricksen Company was the overall lowest-cost qualified and responsible bidder; and

WHEREAS, Robert W. Hendricksen Company, a Wheeling business, has provided quality work and professional services to Wheeling and neighboring communities;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is authorized to execute a contract with Robert W. Hendricksen Company for Tree Trimming and Removal Services as described in the bid specification and per the proposal cost provided, as attached hereto.

Trustee _____ moved, second by Trustee _____,
that Resolution No. 25-_____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Resolution No. 25 - _____ **ADOPTED** this 17th day of November, 2025, by
the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

VILLAGE OF WHEELING
Tree Trimming and Removal Services

CONTRACT DOCUMENT

This agreement is made this 17th day of November, 2025 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Robert W. Hendricksen Company hereinafter to as (the "Contractor") and its successors.

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

Tree Trimming, Removal and Stump Grinding Services

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 TREE TRIMMING AND REMOVAL SERVICES, 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 October 30, 2025.
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 \$120,000 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by December 31, 2026. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2025.

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 _____, 2025.

Individual or Partnership _____ Corporation _____

By _____

Position/Title _____

By

Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 17th day of October, 2025.

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk

Tree Trimming and Removal Services (#9914866)

Owner: Wheeling, IL

Solicitor: Wheeling IL, Village of

10/30/2025 11:00 AM CDT

						Advanced Tree Care		NEDCO LLC dba Sawvell Tree Service and Landscape		Hendricksen Tree Care	
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Option A						\$63,465.60		\$213,670.00		\$61,559.00	
	1	1	Size DBH 1-9"	IN	3602	\$2.00	\$7,204.00	\$6.00	\$21,612.00	\$2.00	\$7,204.00
	2	2	Size DBH 10-17"	IN	8497	\$2.50	\$21,242.50	\$8.00	\$67,976.00	\$2.25	\$19,118.25
	3	3	Size DBH 18-24"	IN	5414	\$2.90	\$15,700.60	\$10.00	\$54,140.00	\$2.75	\$14,888.50
	4	4	Size DBH 25-34"	IN	5190	\$3.00	\$15,570.00	\$11.00	\$57,090.00	\$3.25	\$16,867.50
	5	5	Size DBH 35" and above	IN	1071	\$3.50	\$3,748.50	\$12.00	\$12,852.00	\$3.25	\$3,480.75
Option B						\$26,466.00		\$37,205.00		\$32,340.00	
	6	6	Size DBH 10-17"	IN	121	\$13.00	\$1,573.00	\$20.00	\$2,420.00	\$14.00	\$1,694.00
	7	7	Size DBH 18-24"	IN	321	\$17.00	\$5,457.00	\$25.00	\$8,025.00	\$20.00	\$6,420.00
	8	8	Size DBH 25-34"	IN	563	\$22.00	\$12,386.00	\$30.00	\$16,890.00	\$26.00	\$14,638.00
	9	9	DBH 35" and above	IN	282	\$25.00	\$7,050.00	\$35.00	\$9,870.00	\$34.00	\$9,588.00
Stump Grinding						\$19,568.00		\$19,568.00		\$7,338.00	
	10	10	Size DBH 10-17"	IN	230	\$8.00	\$1,840.00	\$8.00	\$1,840.00	\$3.00	\$690.00
	11	11	Size DBH 18-24"	IN	610	\$8.00	\$4,880.00	\$8.00	\$4,880.00	\$3.00	\$1,830.00
	12	12	Size DBH 25-34"	IN	1070	\$8.00	\$8,560.00	\$8.00	\$8,560.00	\$3.00	\$3,210.00
	13	13	Size DBH 35" and above	IN	536	\$8.00	\$4,288.00	\$8.00	\$4,288.00	\$3.00	\$1,608.00
Base Bid Total:						\$109,499.60		\$270,443.00		\$101,237.00	



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Third One-Year Renewal Contract with LoVerde Construction Company for Aggregate Material Delivery and Debris Hauling for a Total Amount Not to Exceed \$110,000 in FY 2026
DOLLAR AMOUNT: \$110,000
BUDGETED: Yes
BUDGET SOURCE: Water/Sewer
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The attached resolution approves a third one-year renewal contract with LoVerde Construction Company for aggregate material delivery and debris hauling in an amount not to exceed \$110,000 in Fiscal Year 2026.

MEMO

Background:

During its operations, Public Works generates various types of debris, including concrete, asphalt, and spoil material from various types of construction and utility work. Public Works personnel typically transport the debris from job sites to the Public Works facility, where it is stored and tested according to Illinois Environmental Protection Agency (IEPA) requirements. Based on the results, the debris is hauled offsite by a contractor and disposed of at a proper landfill site. Public Works also stockpiles aggregate material (CA-6 crushed gravel) that is used for trench backfill on utility excavations. The aggregate material is replenished by the contractor to ensure that sufficient quantities are available when needed.

Discussion:

On August 17, 2022, Public Works published a call for public bids for aggregate material delivery and debris hauling and subsequently awarded a contract to LoVerde Construction Company for these services. The initial one-year contract has four optional renewal years, of which the Village has used two to date. Extending the contract term can be cost-effective, benefitting the Village with better pricing and allowing for accurate annual budgeting. LoVerde will be increasing its FY 2025 rates for FY 2026 from \$30.63 per ton to \$31.70 per ton for aggregate delivery, and \$21.49 per ton to \$22.25 per ton for debris hauling. Public Works believes this increase is warranted based on supply, fuel, and labor costs.

Budget:

Funding is allocated in FY 2026 in the Water/Sewer operating budget in the amount of \$110,000.

RESOLUTION NO. 25 - _____

RESOLUTION APPROVING A THIRD ONE-YEAR RENEWAL CONTRACT WITH LOVERDE CONSTRUCTION COMPANY FOR AGGREGATE MATERIAL DELIVERY AND DEBRIS HAULING FOR A TOTAL AMOUNT NOT TO EXCEED \$110,000 IN FY 2026

WHEREAS, Public Works annually requires the purchase and delivery of aggregate material (CA-6 crushed gravel) and the hauling of construction debris resulting from utility work; and

WHEREAS, to obtain competitive costs, Public Works requested public bids for these services in 2022, which resulted in an initial contract term with LoVerde Construction Company that includes four optional one-year renewals, with Fiscal Year (FY) 2026 being the third one-year renewal; and

WHEREAS, LoVerde has increased its FY 2025 rates for FY 2026 from \$30.63 per ton to \$31.70 per ton for aggregate delivery, and from \$21.49 per ton to \$22.25 per ton for debris hauling; and

WHEREAS, funding is budgeted in FY 2026 and has been approved annually in the Water and Sewer Division accounts; and

WHEREAS, LoVerde currently provides, and historically has provided, low-cost and dependable aggregate material delivery and debris hauling service to the Village; and

WHEREAS, the referenced work is necessary and in the best interest of 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 Village President is hereby authorized and directed to execute a third one-year contract with LoVerde Construction Company, Inc. for aggregate material delivery and debris hauling, based on the per ton cost attached hereto, in a total amount not to exceed \$110,000 in FY 2026.

Trustee _____ moved, second by Trustee _____,

that Resolution No. 25- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Ruffatto _____

Trustee Lang _____

Trustee Vito _____

Trustee Papantos _____

Trustee Vogel _____

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



September 30, 2025

Village of Wheeling
Mr. Jeff Wolfgram

RE: Aggregate Delivery & Debris Hauling, 2026

Dear Mr. Wolfgram,

As we are approaching the 2026 season, we are inevitably facing never ending material, supply, fuel, insurance, bond renewal and labor cost increases. Respectfully, we would like to request the following increases for the 2026 season:

2025

Aggregate Delivery	\$ 30.63 per ton
Debris Hauling	\$ 21.49 per ton

2026

Aggregate Delivery	\$ 31.70 per ton
Debris Hauling	\$ 22.25 per ton

If you should have any questions or concerns, feel free to contact me at your earliest convenience.

Sincerely,

LoVerde Construction Co. Inc.

A handwritten signature in blue ink, appearing to read "Anthony J. LoVerde".

Anthony J. LoVerde
President

ACCEPTED BY:

Signature

Date

800 South Milwaukee Ave. Wheeling, IL 60090 (847)215-7773 Fax (847)215-8808
FOUNDED 1962

VILLAGE OF WHEELING
Aggregate Material Delivery and Debris Hauling

CONTRACT DOCUMENT

This agreement is made on this 17th day of November 2025 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Loverde Construction 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:

the purchase and delivery of CA6 Grade 9 crushed aggregate stone and transportation and disposal of spoils

1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for Aggregate Material Delivery and Debris Hauling, 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 Blueprints~~
 - 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 Certificate of Insurance
 - 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 Renewal Proposal Dated 9/30/2025.
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 not to exceed \$110,000 paid in accordance with the provisions of the Local Government Prompt Payment Act.

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

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 20_____.

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 _____ 2025.

Individual or Partnership _____ Corporation _____

By _____

Position/Title _____

By

Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 17th day of November 2025.

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Authorizing Acceptance of a Previously Bid Suburban Purchasing Cooperative Contract for the Purchase of One 2026 Ford F-150 Responder from Currie Motors in the Total Amount of \$49,695
DOLLAR AMOUNT: \$49,695
BUDGETED: Yes
BUDGET SOURCE: Capital Equipment Replacement Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The attached resolution approves the purchase of one (1) Ford F-150 Responder pickup truck through the Suburban Purchasing Cooperative's previously-bid contract with Currie Motors of Frankfort, Illinois in the amount of \$49,695. The purchase reflects the scheduled replacement of a Police Department SUV Patrol vehicle, and the recommended purchase of a pickup rather than an SUV provides the Department with added functionality. The replacement vehicle is included in the 2026 Capital Equipment Replacement Fund with a budget of \$52,000.

Background:

The 2025 annual evaluation of the Village's fleet revealed that P-52, a Police Department 2021 Ford Police Interceptor, qualifies for replacement. The typical service life of an active shift supervisor's squad car is approximately five years. These vehicles are replaced frequently due to the demanding nature of police work, which results in high mileage, significant wear, and increased maintenance costs. As a result, older squad cars quickly become less reliable and more expensive to maintain than to replace. Beyond a certain mileage—typically between 85,000 and 120,000 miles—the rising expenses associated with repairs and upkeep generally exceed the cost of acquiring a new vehicle, making regular replacement both practical and cost-effective.

Discussion:

The current Ford Police Interceptor vehicle will be replaced with a model year 2026 Ford F-150 Responder. Exchanging an SUV for a cost-neutral pickup truck is an expedient solution to accommodate the Department's aerial drone, as well as additional equipment needed in incident command situations. The replaced vehicle will transition to the Village's audit vehicle system, thereby eliminating the need for new administrative vehicles purchased in other departments.

The Village's competitive bidding requirements are met through the Suburban Purchasing Cooperative (SPC), which published an invitation to bid and subsequently issued a contract to Currie Motors of Frankfort, Illinois for the furnishing of public-safety-approved utility vehicles meeting the Village of Wheeling's specifications.

Budget:

The subject vehicle is included for replacement in the FY 2026 Capital Equipment Replacement Fund (CERF), which allocates \$52,000 to the one (1) vehicle, including the vehicle cost and equipment costs.

RESOLUTION NO. 25- _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A PREVIOUSLY BID SUBURBAN
PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF ONE 2026 FORD F-150
RESPONDER FROM CURRIE MOTORS IN THE TOTAL AMOUNT OF \$49,695**

WHEREAS, a 2025 evaluation determined that one (1) Police Department Patrol vehicle is in need of replacement; and

WHEREAS, the subject vehicle serves as an integral part of the Department's operations, and funds for its replacement have been allocated in the Capital Equipment Replacement Fund and budgeted for in FY 2026; and

WHEREAS, the Suburban Purchasing Cooperative (SPC) published an invitation to bid and subsequently issued a contract to Currie Motors of Frankfort, Illinois for the furnishing of public-safety-approved utility vehicles meeting Village of Wheeling's specifications; and

WHEREAS, staff has determined that the Department's needs will best be served by replacing the SUV Patrol vehicle with a Ford F-150 Responder pickup truck that will accommodate aerial drone and incident command equipment; and

WHEREAS, it is in the best interest of the Village of Wheeling to participate in the SPC contract for the purchase of one (1) 2026 Ford F-150 Responder;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized and directed to accept the contract with Currie Motors through the Suburban Purchasing Cooperative for the purchase of one (1) vehicle as described herein in the amount of \$49,695, as attached hereto.

Trustee _____ moved, second by Trustee _____,
that Resolution No. 25- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Ruffatto _____

Trustee Lang _____

Trustee Vito _____

Trustee Papantos _____

Trustee Vogel _____

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

VILLAGE OF WHEELING
OPTION MATRIX FOR 2026 FORD F-150 RESPONDER
ORDER

Option	Description	Unit Price	Count	P-52
	BASE	\$46,745.00	1	\$46,745
	924 Rear Privacy Glass with Defrost	\$132.00	1	\$132
18B	Running Boards, Black Platform	\$232.00	1	\$232
54R	Dual Power Glass/Manual Folding Mirrors	\$368.00	1	\$368
68B	Grill, Rear lower tailgate, front aux lights	\$1,593.00	1	\$1,593
76R	Reverse Sensing System	\$0.00	1	\$0
59E	Driver LED Spot Light (Unity)	\$368.00	1	\$368
60R	Rear Console Plate	\$54.00	1	\$54
60F	Front Console Mounting Plate	\$0.00	1	\$0
	License and Title – Municipal	\$203.00	1	\$203
Total				\$49,695

2026 CERF Allocation

\$52,000

2026

P-52

Ford F150 Responder
Currie Motors Fleet Department
Contract # 228



Starting Price \$46,745.00



2026 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions

*****Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation*****

Model/ Series/ Availability

- 1 Available Rated Model
- 3.5 V6 EcoBoost 4x4 145"WB

Mechanical

- Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget)
- Alternator- 240 amp
- Axle, Front - Independent Front Suspension (IFS)
- Brakes- 4 Wheel Disc with ABS
- Class IV Trailer Hitch (Incl. Smart Trailer Tow Connector, 4-pin/7pin wiring, Class IV trailer hitch receiver)
- Electric Parking Brake
- Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/ Tow-Haul/Snow-Wet/EcoSelect/Sport
- Engine Hour meter
- Engine Idle-Hour Meter
- Fail-Safe Cooling
- Jack
- Electronic Parking Brake
- SelectShift Automatic Transmission with Progressive Range Select
- Shock Adsorbers, Gas - Heavy-Duty, Front
- Shock Adsorbers, Gas - Heavy-Duty, Outboard Mounted, Rear
- Springs, Front- Coil
- Springs, Rear-Leaf, Two-Stage Variable Rate
- Upgraded Stabilizer Bar, Front
- Steering- Power, Rack-and-Pinion

Exterior

- Badges- Tailgate
- Bumpers and Fascia, Front- Black
- Bumper, Rear- Black
- Cargo Lamp- Integrated with Center High Mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel Capless Fuel-Filter
- Exhaust - Single Rear
- F-150 Fender Badge

- Fuel Tank- Standard Range 26 Gallon
- Fully Boxed Steel Frame
- Grille- Black Two Bar Style with Black Nostrils and Black Surrounds
- Handles, Black - Door and Tailgate with Black Bezel
- Hooks- Pickup Box Tie-Down, four (4)
- Hooks- Front Tow 4x4, two (2)
- Mirrors, sideview- Manual - folding, Power Glass with Black Skull Caps
- Power Tailgate Lock
- Spare Tire Carrier-Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate- removable
- Tires- LT265/70R 18 BSW (A/T)
- Trailer Sway Control
- Trailer Towing- 4-pin/7-pin wiring, Class IV trailer hitch receiver
- Wheels- 18" Steel Wheel
- Wipers- Intermittent speed

Interior/Comfort

- 1st Row Power Windows
- 2nd Row Power Windows
- 4" Productivity Screen in Instrument Cluster
- 12" Center-stack Screen Touchscreen w/Audio Controls
- Air Conditioning Registers- Black Vanes with Chrome Knob
- Black Vinyl Floor Covering
- Cruise Control
- Center Consol Mounting Plate
- Red/White Task Lighting in Overhead Console
- Fade-to-Off Interior Lights
- Gauges and Meters- Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
- Horn- Dual-Note
- Illuminated Entry
- Manual Air Conditioning, Single Zone
- Outside Temperature Display
- Power Door Locks
- Powerpoint (2) 12V- Front

- Rear Driver-side/Passenger-side Solat Tint
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Door
- Seat, Front
 - Police-grade heavy-duty cloth 40/blank/40 with reduced bolsters
 - 8-Way power driver/manual passenger
 - Built-in steel intrusion plates in both front-seatbacks
- Seat, Rear-Vinyl, 60/40 flip-up split seat with elongated cushion
- Speedometer- Calibrated (includes digital readout)
- Steering Wheel, Black Urethane- Manual Tilt/Telescoping and Manual Locking
- Universal Top Tray- Center of I/P for mounting aftermarket equipment
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- Advance Trac® w/RCS® (Roll Stability Control)
- Airbags
- Autolock
- Door Lock Cylinders (Front Drive/Passenger door)
- Fixed LED Headlamps
- Illuminated Entry
- Rainlamp Wiper Activated Headlamps
- Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking
- Seat Belts, Active Restraint System (ARS. Three-point Manual Lap/Shoulder Belts with Heights Adjusters, Pretensioners & Autolock Features for Child Seats
- SOS Post- Crash Alert System™

- Simple Fleet Key- (Inner-milled, w/o microchip, easy to replace; 4-keys)
- Pre-Collision Assistant with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Tire Pressure Monitoring System (TPMS)

Driver Assist Technology

- Autolamp- Auto On/Off Headlamps
- Rear View Camera with Dynamic Hitch Assist
- Hill Start Assist
- SYNC®4

Functional

- AM/FM Stereo- 6 speakers
- BLIS
- Dark Car
- Fleet Telematics Modem
- Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80-amp battery ground circuit
- Police Engine Idle
- UIS (Upfitter Interface System)

FX4 OFF-ROAD PACKAGE

- 3.31 Electronic-locking rear-axle
- Hill Descent Control
- Off-Road tuned front shock absorbers
- Skid plates: fuel tank, transfer case and front differential

WARRANTY

- ☐ 3 Year/ 36,000 Miles Bumper/Bumper

POWERTRAIN CARE EXTENDED SERVICE PLAN

- ☐ 5-Year/ 100,000- mile Powertrain CARE Extended Service Plan (zero deductible) - Standard

2026 Ford F-150**Options Price List****Model**

☒ W1P-Supercrew (XL) 4x4 145.0 in Wheelbase, 5.5' BOX	\$46,745.00
---	-------------

Transmission

☒ 44G- 10-Speed Automatic Transmission	N/C
--	-----

Engine

☒ 998- 3.5L EcoBoost	STD
--	-----

Axle

☒ XL3- E-Locking 3.31 Axle	STD
--	-----

Wheels

☐ 64H- 18" Aluminum Wheels	\$442.00
---	----------

Other Options

☐ 168- Carpet with Carpeted Matching Floor Mats	\$137.00
--	----------

(Optional: Packaged with 19A)

☒ 435- Power- Sliding Rear- Window (requires 924)	STD
---	-----

☐ 595- Fog Lamps	\$418.00
---	----------

☒ 924- Rear Privacy Glass with Defrost	\$132.00
--	----------

☐ 942- Daytime Running Lamps	\$41.00
---	---------

☐ 17C- Front/Rear Chrome Bumpers	\$164.00
---	----------

(Requires 595 Fog Lamps)

☒ 18B- Running Boards, Black Platform	\$232.00
---	----------

☐ 41A- Badge Delete	\$0.00
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☐ 41H- Engine Block Heater	\$173.00
---	----------

☐ 47R- Floor Liner- Tray Style (requires 19A or 168)	\$182.00
---	----------

☒ 54R- Dual Power Glass/Manual Folding Mirrors	\$368.00
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	With Heat/Turn signals Requires Spotlight Prep 59c or 59D or Spotlight 59E,59F/59G/59J or 59S	
☐	54Y- Manually Telescoping/Power Glass /Manual Folding Trailer Mirrors Requires 59S and 924	\$360.00
☐	59S- Super Puddle (Led Puddle/Side Mirror Light)	\$269.00
	Requires Option-54R **Not Directional Police Lamps** Not Available with Spotlight prep Kits 59C/59D Not Available with Spotlight 59E,59F,59G,or 59J	
☐	19A- Interior Upgrade Package	\$555.00
	• (Floor Console without shifter, Maintains Column Shifter,	
	• Color-coordinated Carpet with matching carpet floor mats	
	• Cloth HD Police Grade seats, front/rear	
	• Front Console Plate Delete	
☐	61P- Power Passenger Seat (8-Way Adj)	\$273.00
☐	DIO Bed Extension Kit	\$938.00
☐	DIO- Ash Cup w/Coin Holder	\$50.00
☐	52C Grille Lights	\$660.00
☐	53B Rear Lower Tailgate Lights	\$433.00
☐	68A Grille and Rear Lower Tailgate Lights	\$1,064.00
☒	68B Grille, Rear Lower Tailgate, Front Aux.Lights	\$1,593.00
☐	Keyed Alike - Unique to Responder Only _____	\$46.00
☐	67P- Remote Keyless- Entry Key Fob	\$319.00
	W/O Key Pad Key Fobs are NOT Fobbed Alike when ordering Keyed Alike	
☐	67T- Integrated Trailer Brake Control	\$255.00
☒	76R- Reverse Sensing System	STD
☐	85H- Back Up Alarm System	\$200.00
☐	96L- Rear Wheel Arch Liner	\$164.00
☒	153- Front License Plate Bracket	N/C
☐	59C- Spot Lamp Prep Kit,Driver Only	\$132.00
☐	59D- Spot Lamp Prep Kit,Dual Driver and Passenger	\$260.00
☒	59E- Driver LED Spot Light (Unity)	\$368.00
☐	59G- Driver/Passenger LED Spotlights (Unity)	\$719.00
☐	59F- Driver LED Spotlight (Whelen)	\$392.00
☐	59J- Driver/ Passenger LED Spotlight (Whelen)	\$801.00
☐	17R- 2 nd Row Door Controls Inoperable (Handles, Locks, Windows)/Closeout Panel	\$200.00
☒	60R- Rear Console Plate	\$54.00
	(NA with Interior Upgrade Package (19A)	

☒	60F- Front Console Mounting Plate	\$0.00
	(RCM Cover Installed at KCAP)	
COLOR AND TRIM		

Exterior

☒	UM- Agate Black Metallic	N/C
☐	M7- Carbonized Gray Metallic	N/C
☐	HX- Antimatter Blue Metallic	N/C
☐	B3- Atlas Blue Metallic	N/C
☐	JS- Iconic Silver Metallic	N/C
☐	YZ- Oxford White	N/C
☐	GR- Green	N/C
☐	MB- Orange	N/C
☐	B1- School Bus Yellow	N/C
☐	E4- Vermillion Red	N/C
☐	AT- Yellow	N/C

Interior

☒	PB- Black w/HD-Police-Grade Cloth 40/Blank-40	N/C
	(Front Seats)	
☐	XB- Black w/HD- Police- Grade Cloth	N/C
	40/Console/40- Front Seats	

WARRANTIES

☐	3 year/ 100,000 miles Premium Care -	\$2,765.00
☐	5 year/ 100,000 miles Premium Care-	\$2,870.00
☐	3 year/ 100,000 miles Extra Care -	\$2,430.00
☐	5 year/ 100,000 miles Extra Care -	\$2,520.00
☐	5 year/ 125,000 miles Power Train Care -	\$2,575.00
☐	6 year/ 125,000 miles Power Train Care -	\$2,650.00

Miscellaneous Options

☐	Rustproofing (Does Not Undercoating)	\$395.00
☐	4-Corner LED Amber Strobes	\$1,595.00
☒	License and Title - Municipal	0 \$203.00
	(MP Plates require signed letter from Chief)	
☐	Certificate of Origin (Client to Complete Licensing)	
		N/C
☐	Delivery over 65 Miles from:	\$175.00
☐	Passenger Title and Plates	\$395.00

Title Name Village of Wheeling :
Title Address 77 W. Hintz Road :
Title City Wheeling :
Title Zip Code 60090 :
Contact Name Lana Rudnik :
Phone Number 847-279-6961 :
PO Number :
FIN Code QM266 :
Tax Exempt Number E99981130 :
Total Dollar Amount \$49,695.00 :
Delivery Address 77 W. Hintz Road, Wheeling IL 60090 :

***Orders Require a Signed Original Purchase Order and Tax-Exempt Letter**

Submitted to:

Currie Motors Commercial Center

10125 W Laraway

Frankfort IL 60423

Nic Cortellini

Phone: (815)464-9200

ncortellini@curriemotors.com

Tom Sullivan

Phone: (815)412-3227

tsullivan@curriemotors.co

[m](#)

*******Production begins January 2026 and is limited by supply chain constraints*******



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Authorizing the Village President and Clerk to Execute a Temporary Construction Easement Related to the Milwaukee Avenue Watermain and Sidewalk Installation Project
DOLLAR AMOUNT: N/A
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a temporary construction easement with a property owner needed for the Village's Milwaukee Avenue Watermain and Sidewalk Installation Project.

MEMO

Background:

The Village has completed a design for a watermain and sidewalk installation project along the Milwaukee Avenue corridor from Tower Road to Prestwick Lane. The goal of this project is to fill in sidewalk gaps for easier pedestrian travel in addition to looping sections of Village watermain for better water quality and grid reliability. In order to construct this project, easements are needed from property owners along this corridor. This resolution represents the acceptance of one construction easement grant from one individual property owner.

Discussion:

The Village is entering the construction phase of the Milwaukee Avenue Watermain and Sidewalk Installation project. In order for the Village to complete the work on the project, it is necessary for the Village to acquire fifteen landowner agreements/easements on twelve properties along Milwaukee Avenue. These easement rights and assurances are set forth in the Temporary Construction Easement which is attached to the resolution as Exhibit "A". The Village board has already approved six Grants of Easement with three of the affected property owners. This resolution represents one additional Landowner Agreement and Easement Grant for approval.

RESOLUTION NO. 25-_____

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A
TEMPORARY CONSTRUCTION EASEMENT RELATED TO THE MILWAUKEE AVENUE
WATERMAIN AND SIDEWALK INSTALLATION PROJECT**

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

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

WHEREAS, the Milwaukee Avenue corridor from Prestwick Lane to Tower Road has numerous sidewalk and watermain gaps; and

WHEREAS, in order to provide a more reliable water distribution system and to reduce the sidewalk gaps through this corridor, the Village has consulted with Strand Associates, Inc. to design the Milwaukee Avenue Water Main and Sidewalk Installation Project ("Project"); and

WHEREAS, in order to complete the Project, it is necessary for the Village to acquire fifteen (15) construction easements upon twelve (12) properties along Milwaukee Avenue, and the Village Board has already approved six (6) of these fifteen (15) easements; and

WHEREAS, the Village has obtained and approved one (1) additional easement with one of the property owners along Milwaukee Avenue; and

WHEREAS, in order to obtain and/or clarify these easement rights and assurances from the affected property owner to complete the Project, the following Temporary Construction Easement between the Village and the respective property owner must be executed by the Village, identified below and attached hereto and made a part hereof as Exhibit A:

- A) Grant of Temporary Construction Easement (WH004TE)
722 River Mill Parkway, Wheeling, Illinois, P.I.N. 03-12-300-198-0000

WHEREAS, in order to complete the Project, it is in the best interest of the Village to execute the attached Temporary Construction Easement, attached hereto as Exhibit A; and

WHEREAS, it is necessary for the Village of Wheeling to have this Temporary Construction Easement recorded in the Office of the Cook County Recorder of Deeds;

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 President and the Village Clerk are hereby authorized and directed to execute the Temporary Construction Easement, attached hereto as Exhibit "A".

Trustee _____ moved, second by Trustee _____,
That Resolution No. 25- _____ be adopted.

President Horcher	_____	Trustee Ruffatto	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____
Trustee Papantos	_____		

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of the
Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

TEMPORARY CONSTRUCTION EASEMENT

River Mill Crossing, ("Grantor"), for and in consideration of Ten Dollars (\$ 10.00), receipt of which is hereby acknowledged, hereby represents that Grantor owns the fee simple title to the real estate legally described in **EXHIBIT A** hereto and grants and conveys to the Village of Wheeling (Grantee), a temporary construction easement for the purposes of constructing public sidewalk, watermain, and asphalt paving (the "Project") and other utility construction purposes, on, over, and through the following described real estate:

See attached legal description attached hereto as EXHIBIT A.

Situated in the County of Cook , State of Illinois. The above-described real estate and improvements located Theron are herein referred to as the "premises."

The right, easement and privilege granted herein shall terminate five (5) years from the execution of this document, or on the completion of the proposed Project, whichever is sooner.

Grantor shall have and retain all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, that Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor causes by the opening, improving and using the premises for highway purposes. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

Grantee and its agents shall be responsible for restoring the Grantor's property in the same or similar condition that it was before the construction within ten (10) days of project completion.

The Grantee hereby agrees, by virtue of its use of the Easement Parcel, to defend and hold harmless the Grantor (and all of its members, officers, directors, employees, agents, successors and assigns) from and against any and all damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs If suit is brought against Grantor or any appeals be taken there from) arising from, growing out of or connecting in any way with this Agreement.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantors.

Dated this 29TH day of MAY, 2025

(Remainder of page intentionally left blank; signature page follows)

River Mill Crossing
By: Patrice Wiloughby, CMCA (AS AGENT) Grantor
PATRICE WILLOUGHBY Signature
Print Name

ATTEST:

By: Jamie Catherine Falconer
Signature
Jamie C Falconer
Print Name

State of Illinois)
) ss
County of Cook)

This instrument was acknowledged before me on May 29, 2025, by
PATRICE WILLOUGHBY, CMCA, as AGENT FOR RIVER MILL CROSSING
And JAMIE FALCONER, as _____
of _____

(SEAL)



Notary Public

My Commission Expires: February 9th 2028

This instrument was prepared by and after
Recording return to:

Village of Wheeling
Attn: Kyle Goetzelmann
2 Community Blvd
Wheeling, IL 60090

Grantor: Village of Wheeling,
an Illinois Municipal Corporation

By: _____
Name: Patrick Horcher
Title: Village President

ATTEST:

By: _____
Name: Kathryn M. Brady
Title: Village Clerk

State of Illinois)
) ss
County of Cook)

This instrument was acknowledged before me on _____, 2025, by Patrick Horcher, as Village President and Kathryn Brady, as Village Clerk of Village of Wheeling, an Illinois Municipal Corporation.

is

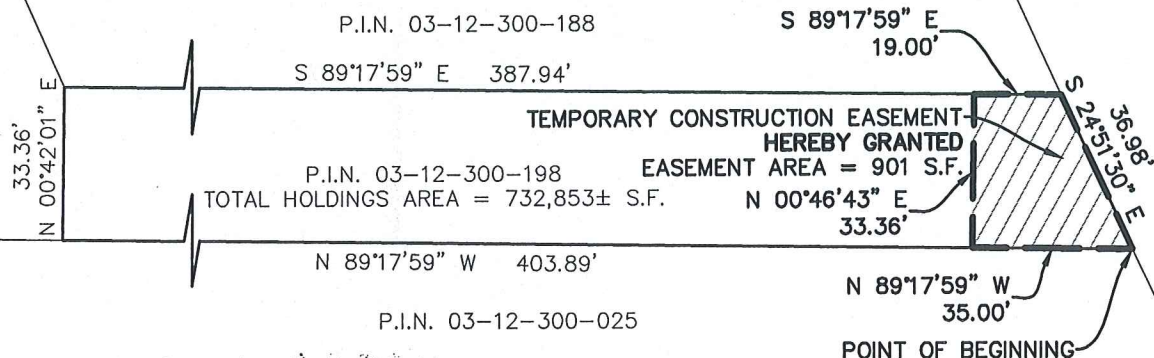
(SEAL)

Notary Public

My Commission Expires: _____



MILWAUKEE AVENUE



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Manhard
CONSULTING LTD

700 Springer Drive, Lombard, IL 60148 ph:630.691.8500 fx:630.691.8585 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

722 RIVER MILL PARKWAY - WH004	
VILLAGE OF WHEELING, ILLINOIS	
TEMPORARY CONSTRUCTION EASEMENT	
PROJ. MGR.: <u>ARM</u>	SHEET
DRAWN BY: <u>MGS</u>	EXHIBIT A
DATE: <u>03/29/24</u>	
SCALE: <u>1"=40'</u>	
201.018	

15:29 Dwg Name: \\mcl-lb-nos\Projects-VH\201.018 Village of Wheeling\001 Milwaukee Ave Sidewalk and Watermain Easements\dwg\Surv\Final Drawings\Easement Exhibits\201.018.00

**LEGAL DESCRIPTION FOR
SIDEWALK AND WATERMAIN IMPROVEMENT PROJECT
WHEELING, ILLINOIS**

722 RIVER MILL PARKWAY WH004

TEMPORARY CONSTRUCTION EASEMENT

PART OF OUTLOT B IN RIVER MILL CROSSINGS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1999 AS DOCUMENT NO. 99946747 IN COOK COUNTY, ILLINOIS (THE RIVER MILL CROSSINGS SUBDIVISION), IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT B ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF MILWAUKEE AVENUE; THENCE NORTH 89 DEGREES 17 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF SAID OUTLOT B, A DISTANCE OF 35.00 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 43 SECONDS EAST, A DISTANCE OF 33.36 FEET TO THE NORTH LINE OF SAID OUTLOT B; THENCE SOUTH 89 DEGREES 17 MINUTES 59 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 19.00 FEET TO SAID WESTERLY RIGHT-OF-LINE; THENCE SOUTH 24 DEGREES 51 MINUTES 30 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 901 SQUARE FEET MORE OR LESS.



MEMORANDUM

DATE: November 17, 2025
FROM: Leonard Becker, Economic Development Director
SUBJECT: Resolution Authorizing the Village President to Execute Amendment 01 to the November 4, 2024 Agreement with Kimley-Horn for Professional Services for the Wheeling Town Center Enhancement Project
DOLLAR AMOUNT: 10,000
BUDGETED: Yes
BUDGET SOURCE: Town Center II TIF District
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Village staff is requesting approval of Amendment 01 to the agreement with Kimley-Horn and Associates, Inc. relative to professional services necessary to complete the Wheeling Town Center Enhancement Project. The amendment increases the overall cost of the agreement by \$10,000 and reflects the cost of additional professional services related to preparing, assembling, managing, and evaluating bids for the construction of improvements to Wheeling Town Center. The total cost associated with this agreement after this amendment will be \$163,300, and funds are available in the Town Center-II TIF.

MEMO

In November of 2024, the Village entered into a professional services agreement with Kimley-Horn and Associates Inc. to provide planning and design services related to aesthetic and operational improvements for Wheeling Town Center. All tasks identified in the current professional services agreement have been completed and were presented to the Village Board and Plan Commission on August 27, 2025 at their annual joint meeting. At that meeting, the Village Board gave direction to move forward with requesting bids for the recommended enhancements and proceeding with construction to enhance the Town Center and the core of the Town Center-II TIF District.

The Village Board, Plan Commission, and stakeholders such as the Wheeling Park District and the Wheeling Town Center ownership and tenants have supported these improvements. Staff intends to bid out this project to qualified contractors upon approval of this amendment. Per the proposed amendment, Kimley-Horn will provide the following professional services for a lump-sum fee of \$10,000:

- Assemble plans and specifications completed under previous tasks into construction documents for bidding by the Village.
- Provide information, responses, technical descriptions, or assistance requested by the Village during the bidding process, as related to the final design documents.
- Respond to reasonable and appropriate bidder and subcontractor requests for information made in accordance with the final design documents and issue necessary clarifications and interpretations.
- Evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by the bidder or prospective subcontractor in accordance with the construction contract documents.
- Assist the Village in coordinating a pre-bid meeting with up to two staff members attending the meeting to answer questions and help conduct the meeting.
- Review and evaluate all submitted bids and provide an award recommendation.

The task budget assumes one bid package prepared by Kimley Horn utilizing front-end documents provided by the Village. Once the bid is closed, Kimley-Horn will review all the bids received, evaluate all complete bids from qualified contractors, and provide an award recommendation to the Village. The award recommendation is expected in early 2026 to coincide with construction season in the spring.

The total costs approved for this project under the November 2024 Agreement are \$153,300. The proposed Amendment 01 will expand the scope of services and raise the total cost by \$10,000, increasing the overall agreement cost to \$163,300. Funds for this project are available in the Town Center-II TIF.

RESOLUTION NO. 25-_____

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE
AMENDMENT 01 TO THE NOVEMBER 4, 2024 AGREEMENT WITH KIMLEY-
HORN FOR PROFESSIONAL SERVICES FOR THE WHEELING TOWN
CENTER ENHANCEMENT PROJECT**

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

WHEREAS, in November of 2024, the Village entered into an agreement with planning firm Kimley-Horn to provide professional services, including surveys, design concepts, engineering, landscape design, branding, signage design, and construction drawings related to enhancements for the Wheeling Town Center and the core of the Town Center-II TIF District (the "Agreement"); and

WHEREAS, the tasks set forth in the Agreement have been completed and were presented at a joint meeting of the Wheeling Village Board and Plan Commission on August 27, 2025, during which meeting the Village Board gave direction to move forward to bid the recommended enhancements and proceed with the construction of said enhancements; and

WHEREAS, the cost of the additional services associated with the bidding and construction work to be performed by Kimley-Horn is \$10,000, which services shall include assembling plans and specifications and preparing the bid documents, assisting with the bid process, evaluating various aspects of the bid, and making an award recommendation for bids received from qualified contractors; and

WHEREAS, the Village Board has determined that it is in the best interests of the Village to approve Amendment 01 to the agreement with Kimley-Horn, attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President and Clerk are hereby authorized to execute an amendment to the agreement with Kimley-Horn in the amount of \$10,000 in substantial conformity with Amendment 01 attached hereto as Exhibit A, with all final changes shall be subject to the approval of the Village Manager.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 25-_____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Resolution No. 25- _____ **ADOPTED** this 17th day of November 2025, by the
President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

EXHIBIT A

AMENDMENT 01 TO AGREEMENT WITH KIMLEY-HORN

**AMENDMENT NUMBER 01 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment Number 01 dated October 31, 2025 to the agreement between Village of Wheeling ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated October 30, 2024 ("the Agreement") concerning Wheeling Town Center Enhancements (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

- Assemble plans and specifications completed under previous tasks into construction documents for bidding by the Client.
- Provide information, responses, technical descriptions, or assistance requested by the Client during the bidding process, as related to the final design documents.
- Respond to reasonable and appropriate bidder, or prospective subcontractor, requests for information made in accordance with the final design documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the construction contract documents will be made only by the Client.
- Evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by bidder, or prospective subcontractor, in accordance with the construction contract documents.
- Assist the Client in coordinating a pre-bid meeting, with up to two (2) staff members attending the meeting to answer questions and help conduct the meeting.

The task budget assumes one bid package prepared by Consultant utilizing front-end documents provided by the Client.

Once the bid is closed, Kimley-Horn will review all the bids received, evaluate all complete bids from qualified contractors, and provide an award recommendation to the Village.

It is anticipated that this task will 48 hours of time. Should additional effort be required, Consultant will provide this effort as Additional Services.

For the services set forth above, Client shall pay Consultant the following compensation:

Lump Sum Fee of **\$10,000**

CLIENT:

CONSULTANT:

VILLAGE OF WHEELING

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 24- 139

RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A LETTER AGREEMENT WITH KIMLEY-HORN FOR PROFESSIONAL SERVICES FOR THE WHEELING TOWN CENTER ENHANCEMENT PROJECT IN THE AMOUNT OF \$153,000

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

WHEREAS, in October of 2023, the Village entered into an agreement with Kimley-Horn for planning and design services to identify potential aesthetic and operational improvements for the Wheeling Town Center; and

WHEREAS, in August of 2024 the Village approved Amendment 01 to the agreement with Kimley-Horn for additional services related to potential aesthetic and operational improvements for the Wheeling Town Center; and

WHEREAS, Kimley-Horn has completed the tasks encompassed in the initial agreement and Amendment 01; and

WHEREAS, the Village Board has given direction to refine the proposed enhancements to the Town Center and the core of the Town Center-II TIF District, which will require additional services; and

WHEREAS, Kimley-Horn has prepared a Letter Agreement for professional services—including surveys, design concepts, engineering, landscape design, branding, signage design, and construction drawings, and further client meetings and coordination—to advance the enhancements per Village Board direction; and

WHEREAS, the Village Board has determined that it is in the best interest of the Village to approve the Letter Agreement with Kimley-Horn attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President and Clerk are hereby authorized to execute a Letter Agreement for professional services with Kimley-Horn in substantial conformity with the Letter Agreement attached hereto as Exhibit A, with all final changes subject to the approval of the Village Manager.

Trustee LANG moved, second by Trustee PAPANTOS
that Resolution No. 24- 139 be adopted.

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

ATTEST:

Kathryn M. Brady
Kathryn M. Brady, Village Clerk



Patrick Horcher
Patrick Horcher, Village President



ABSENT

EXHIBIT A

LETTER AGREEMENT WITH KIMLEY-HORN



October 30, 2024

Leonard Becker
Economic Development Director
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

Re: Letter Agreement for Professional Services for
Wheeling Town Center Enhancements
Wheeling, Illinois

Dear Mr. Becker:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Village of Wheeling ("Client" or "Village") for preparing survey, design concepts, engineering, landscape design, branding, signage design, and construction drawings for the Wheeling Town Enhancements project in Wheeling, Illinois.

Project Understanding

The Village of Wheeling would like to enhance Wheeling Town Center located south of the intersection of Dundee Road and Northgate Parkway, based on the previously completed Wheeling Town Center enhancement concepts supported by the Village. This work includes the following three components:

- **Trash Enclosure Modifications.** The incoming Moretti's restaurant has requested modifications to the existing parking lot east of the restaurant to allow for the inclusion of a new dumpster enclosure. To accommodate this enclosure, as well as vehicular and pedestrian access to it, the existing drive and parking lot in the immediate area will need to be modified. Kimley-Horn will prepare civil and landscape construction documents to be used in making these modifications.
- **Branding and Signage.** Kimley-Horn will refine and test new visual branding and enhanced signage for the town center. This work will result in detailed drawings that can be bid by signage fabricators. Kimley-Horn has will use a subconsultant, Sparc Design, to provide additional branding expertise.
- **Streetscape Enhancements.** This work includes modifying and realigning the existing intersections and the roadways that provide access to the property. Along with these improvements the proposed modifications will include parking modifications, improvements to pedestrian access, and enhancing landscape and outdoor amenities. Kimley-Horn will prepare civil and landscape construction documents to be used in making these modifications.



It is assumed that the project will be reviewed by the Village of Wheeling, but no other permits and approvals from third parties or governing agencies will be required.

Scope of Services

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

TASK 1.0 – SUPPORT ACTIVITIES

Task 1.1 – Project Coordination and Meetings

Consultant will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoices, and routine correspondence throughout the duration of the project, including emails, phone calls, ad-hoc video meetings, etc. on an as-needed basis. The task budget assumes a six-month project schedule for the entire project scope.

Consultant will attend meetings with stakeholders, authorities having jurisdiction, elected officials, and the Client staff. The task budget assumes two in-person meetings, bi-weekly virtual meetings (twelve total), and one presentation to Village Board.

Task 1.2 – Data Collection and Limited Topographic/Utility Survey

Consultant will initiate the project internally and set up files to be used for the design and administration of the contract. Consultant will obtain information from the Owner including GIS files, record drawings, drainage information, utility plans, and utility atlases. The data will be reviewed and included in base maps as necessary.

Kimley-Horn to prepare a limited topographic and utility survey. The survey will be prepared in accordance with the municipality requirements. Survey shots will be taken on an approximate 25' intervals and where appropriate to pick up information that may include building entries, sidewalks, top and bottom of curbs, curb ramps, stormwater structures, utility structures, permanent landscape features, and permanent structures in the streetscape. Source of Boundary lines shall be stated on the survey either existing surveys, recorded plats or boundary analysis. Utility inverts including traffic control services for obtaining utility inverts (if required) is not included and would be considered an additional service.

The surveyor will secure sufficient topographic information of the subject property as outlined in Exhibit A. This proposal assumes that the survey fieldwork for this project will be conducted at the same time for both the trash enclosure and streetscape project. If they are conducted separately due to the Village's schedule, additional services will be charged for a separate mobilization.

Task 1.3 - Private Utility Locator

Kimley-Horn will engage a private utility locate company to locate known existing dry utilities within the property and along the property's frontage of the public right-of-way. Utilities will be located



horizontally using ground-penetrating radar, electromagnetic, and/or sonde locating equipment. All utilities identified under this task will be indicated on the ground with marking flags and/or paint as per the national color code. Identifying the depths of the existing utilities is not included in this task. This task does not guarantee the identification of all utilities.

TASK 2.0 – TRASH ENCLOSURE MODIFICATIONS

Task 2.1 – Concept Site Plan

Consultant will review existing conditions using aerial, topographic, and utility survey of the area. Consultant will prepare a dimensioned and labeled site plan outlining the proposed improvements within the study area. Revisions based on Village comments will be incorporated into the drawings prepared under **Task 2.2**.

Task 2.2 –Construction Documents

Consultant will prepare biddable Construction Documents consisting of civil engineering and landscape architecture drawings and specifications based on the information and approvals from the tasks above. The Construction Documents will include:

1. *Cover Sheet*
2. *Existing Conditions/Demolition Plan* – Showing surface and subsurface facilities scheduled for demolition. Consultant will rely on documents prepared by others to determine the limits of demolition.
3. *Site Improvement Plan* – Showing paving and striping improvements, existing and proposed contours/spot grades, modifications to existing public utilities necessary to facilitate the proposed improvements, and identification of public and private utilities conflicts based on information collected in **Task 1.2 and 1.3**.
4. *Landscape Plan* – Indicating the location of existing and proposed improvements. Identification of respective plant material locations, species, quantities, and installed sizes. Location and treatment of all ground surfaces. Include detail landscape plans of specific areas as needed.
5. *Landscape Materials List, Landscape Notes and Plant Material Installation Details*
6. *Specifications* – Incorporating construction, utility, drainage, and general notes as required by agencies having jurisdiction. Consultant will provide additional sheet specifications for items not covered by standard Village details or pay items.
7. *Construction Details* – Showing the paving, storm sewer, and erosion control details required for civil site construction or via references to state, county, or village standard details. Product cut sheets and manufacturer details. Details including specialty paving, unique seating/play structure mounting.



One (1) set of revisions is included under this task based on consolidated Owner comments. Significant changes to the approved site plan, or additional revisions will be considered an Additional Service. Consultant will prepare one (1) Opinion of Probable Construction Costs OPCC based on the final Construction Documents. It is assumed no stormwater detention will be required as a part of these improvements.

TASK 3.0 – BRANDING AND SIGNAGE

Task 3.1 – Preliminary Design

The design team will develop refined branding design enhancements for the Wheeling Town Center, using input provided by the Village of the previously developed concept. This will include preparing up to three (3) design options for the updated Wheeling Town Center branding, which will include information on the color logic, rationale, and storytelling content used to refine the brand.

Additionally, the design team will develop updated concepts for the following elements that include the alternate brand designs:

- Modifications to the existing pylon signs
- Stand-alone identity signage (cube signs or alternate)
- Wayfinding signs
- Parking directional signs

Kimley-Horn and the design team will also explore the balance between electronic messaging center signage versus static signs and graphics for the pylon and stand-alone identity signs. Additionally, the design team will prepare alternate concepts for enhancements to the paving in the west side parking lot.

These concepts will be presented in both two- and three-dimensional graphics to convey the character, size, and scale of the designs.

Deliverables:

- Color PDF slide deck showcasing up to three (3) alternate designs for the Wheeling Town Center branding and signage

Task 3.2 – Design Refinement

The Kimley-Horn design team will prepare design refinement drawings for one (1) preferred design family, based on Village staff input, that can be used for Village Board review and budgeting. These drawings will provide further detail and information on sizes, materials and colors.

Kimley-Horn will provide the drawings to staff for review and comment and prepare one (1) round of revisions to the drawings.

Deliverables:



- Color PDF slide deck for one (1) preferred design family, including brand, pylon sign, identity sign, wayfinding directional sign, and parking directional sign.

Task 3.3 – Final Design

The Kimley-Horn design team will prepare one set of biddable design documents for the signage package based on final input from Village staff and the Village Board. This document will provide:

- Specific dimensions
- Letter heights
- Material recommendations
- Suggested mounting and bracketing (where applicable)
- Typeface and color specifications
- Foundation and installation recommendations
- Lighting
- Location map and siting guidance

Deliverables:

- Color PDF bid documents that convey sufficient information and detail to convey the design intent to signage fabricators to provide bids to fabricate and install the project

TASK 4.0 – STREETScape ENHANCEMENTS

Task 4.1 – Concept Site Plan

Kimley-Horn will review existing conditions in the field, as well as review aerial, topographic, and utility survey of the area. Kimley-Horn will prepare a dimensioned and labeled site plan outlining the proposed improvements within the study area.

Kimley-Horn will conduct a review meeting with public works and engineering staff to collect input. Based on the feedback collected, Kimley-Horn will make revisions the plan.

Kimley-Horn will develop an Opinion of Probable Construction Costs (OPCC). Final direction for the design will be based on review and approval by the Village.

One round of revisions based on Village comments is provided under this task. Additional revisions will be completed as an Additional Service.

Task 4.2 – Landscape Architecture Design Development

Upon Owner approval of the site plan, Consultant will advance the landscape/hardscape plans and layouts into a 60% level design to include adequate detail and information for a preliminary OPCC. In preparing these plans, Consultant will work with the Owner to select materials, refine design of specialty elements, provide a site furnishing and materials board, as well as product samples where appropriate, to the Owner for review and selection.

Consultant will prepare design development landscape and hardscape plans, to include:

1. *Landscape Plan* – Indicating the location of existing and proposed improvements. Identification of respective plant material locations, species, quantities, and installed sizes. Location and treatment of all ground surfaces. Include detail landscape plans of specific areas as needed.
2. *Landscape Materials List*
3. *Landscape Notes*
4. *Plant Material Installation Details*
5. *Hardscape Plan* – Indicating the hardscape design and layout including locations of site furnishings.
6. *Materials and Site Furnishing Schedule*
7. *Preliminary Construction Details* – Product cut sheets and manufacturer details. Preliminary details including raised planters, seat walls, and stage features. Custom feature preliminary details (shade structures, custom seating, entry monument, etc.)

Revisions will be performed under this task based on consolidated Owner comments. Significant changes to the approved site plan will be considered an Additional Service. Consultant will prepare a preliminary OPCC based on the Landscape Architecture Design Development drawings.

Task 4.3 – Civil Design Development

Consultant will develop civil plans for the site improvements to a 60% level design. The design will be completed in accordance with the applicable municipality requirements. Based upon the approved site plan, the design development plans (also referred to as the “pre-final plans”) will consist of the following:

1. *Cover Sheet*
2. *Existing Conditions and Demolition Plan* – Indicating existing conditions and proposed demolition of structures, pavement, utilities, and natural site features.
3. *Site Dimension Plan* – Showing proposed project boundaries, sidewalks and curbs, parking lot features, parking counts, and green space.
4. *Grading and Drainage Plan* – Showing proposed and existing site grades, and storm water routing.
5. *Utility Plan* – Indicating existing and proposed vertical and horizontal water and sewer as well as existing horizontal gas, electric and telephone based on information gathered in the data collection and utility coordination tasks.
6. *Details* – Showing preliminary paving, storm sewer, and erosion control details required for civil site construction or via references to state, county, or village standard details.
7. *Drainage Calculations* - Preliminary storm sewer calculations will be shown in accordance with the published municipality requirements.

Revisions will be performed under this task based on consolidated Owner comments. Significant changes to the approved site plan will be considered an Additional Service. Consultant will prepare a preliminary OPCC based on the pre-final plans.

Task 4.4 – Landscape Architecture Construction Drawings

Consultant will prepare biddable Landscape Construction Documents based on the information and approvals from the tasks above. This plan will include:

1. *Landscape Plan* – Indicating the location of existing and proposed improvements. Identification of respective plant material locations, species, quantities, and installed sizes. Location and treatment of all ground surfaces. Include detail landscape plans of specific areas as needed.
2. *Landscape Materials List*
3. *Landscape Notes*
4. *Plant Material Installation Details*
5. *Hardscape Plan* – Indicating the hardscape design, layout, and scoring plan. Locations of site furnishings and lighting. Detail callouts.
6. *Irrigation* – Consultant will prepare plans showing head layout, pipe sizing, controller/valve locations, and standards details. The Client will specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to initiation of the irrigation design.
7. *Specifications* – Consultant will provide written specifications for special provision items not covered by standard Village details or pay items.\
8. *Materials and Site Furnishing Schedule*
9. *Construction Details* – Product cut sheets and manufacturer details. Details including specialty paving, unique seating/play structure mounting.

Revisions will be performed under this task based on consolidated Owner comments. Significant changes to the approved site plan will be considered an Additional Service. Consultant will update the OPCC based on the Landscape Architecture Construction Document drawings.

Task 4.5 – Civil Construction Drawings

Consultant will prepare final plan set of civil design drawings based on the pre-final plans approved by the Owner. The plans shall be at an appropriate engineering scale to depict the proposed site improvements in sufficient detail. The drawings will generally consist of the following sheets and their respective contents:

8. *Cover Sheet*
9. *General Notes* – Incorporating construction, utility, drainage, and general notes as required by agencies having jurisdiction.

10. *Existing Conditions/Demolition Plan* – Showing surface and subsurface facilities scheduled for demolition. Consultant will rely on documents prepared by others to determine the limits of demolition.
11. *Site Dimensional Plan* – Showing paving and striping improvements, as well as ADA requirements for accessible signage and striping.
12. *Erosion Control Plan* – Showing proposed temporary measures and best management practices (to be installed by the contractor) to impede sediment from being carried offsite during construction.
13. *Grading and Drainage Plan* – Showing existing and proposed contours, as well as proposed spot grades to aid the contractor in performing earth-moving and paving work. Storm sewer layout, sizing, and specifications will be completed in this task. Consultant will prepare a plan showing proposed drainage structures and pipes for collecting runoff.
14. *Utility Plan* – Showing modifications to the existing sanitary sewer and water system necessary to facilitate the proposed improvements.
15. *Details* – Showing the paving, storm sewer, and erosion control details required for civil site construction or via references to state, county, or village standard details.

Revisions will be performed under this task based on consolidated Owner comments. Significant changes to the approved site plan will be considered an Additional Service. All analysis, design, and coordination within this task is for on-site infrastructure only, as identified in the project understanding, and does not include any analysis, design, and/or approvals for off-site improvements that may be required for this project. For the purpose of this task, it is assumed that all utility and road infrastructure, sufficient for the project, is available for connection at the project boundary.

Consultant will prepare technical specifications referencing applicable standard specifications from the Illinois Department of Transportation, Standard Specifications for Water and Sewer Construction in Illinois, and prepare project specific special provisions as necessary to bid the proposed improvements shown in the Construction Drawings.

Consultant will prepare the following memos for the Owner:

- General Design – a limited summary of key design decisions for various components of the project, including project construction limits, location of hardscape improvements, selection of materials, and design solutions to resolve utility conflicts.
- Accessibility Design – a limited summary of key design decisions for the pedestrian access routes and placement of accessible parking spaces within the project area.

Consultant will prepare a final OPCC with the final civil plan submittal.

Task 4.6 – Traffic Management Plan

Consultant will develop a traffic management plan (TMP) for implementation during construction of the proposed improvements. The traffic management plan will be limited to:



- Maintenance of traffic (MOT) plans for up to two phases of construction. This will include routing and detours for vehicular, bicycle, and pedestrian traffic. The MOT plans will be included in the final engineering plans.
- A written narrative of the TMP for use in discussions with local business owners, elected officials, and other stakeholders.

Task 4.7 – Permit Assistance

Consultant will assist the Owner in obtaining approvals from the permitting agencies having jurisdiction over the project as specifically listed below. This task assumes the Owner will pay all required submittal, application, and permit fees. The Owner shall provide all requested permitting materials prepared by the Owner or others and shall sign or obtain signatures on all permit forms, as requested by Consultant, in a timely manner. The task budget assumes 40 hours of effort for this task. Should additional effort be required, Consultant will provide this effort as an Additional Service.

Consultant will assist with the following, as applicable:

1. MWRDGC Watershed Management Permit and revisions based on MWRDGC comments is provided under this task.

Excluded Items

The following items are not included in our services:

- Geotechnical and environmental services.
- Dry utility coordination.
- Survey exhibits, easements and legal descriptions.
- Bidding and construction phase services.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule: We will begin work with the surveyor to schedule fieldwork as soon as we receive notice to proceed. For the trash enclosure, we will complete the Concept Plan within one week of the survey being completed. We will then provide Landscape and Civil Construction Documents within one month of Village's comments on the Concept Plan. Kimley-Horn will coordinate an overall schedule for the other tasks, branding and signage, and streetscape, with Village staff at the beginning of the process.



Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 through 4, for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task	Base Services	Fee	Fee Type
1.0	SUPPORT ACTIVITIES		
1.1	Project Coordination and Meetings	\$12,000	Lump Sum
1.2	Data Collection and Survey	\$16,000	Lump Sum
1.3	Private Utility Locator	\$6,000	Lump Sum
	Task 1.0 Subtotal	\$34,000	
2.0	TRASH ENCLOSURE MODIFICATIONS		
2.1	Concept Site Plan	\$1,500	Lump Sum
2.2	Construction Documents	\$8,000	Lump Sum
	Task 2.0 Subtotal	\$9,500	
3.0	BRANDING & SIGNAGE		
3.1	Preliminary Design	\$13,500	Lump Sum
3.2	Design Refinement	\$5,900	Lump Sum
3.3	Final Design	\$9,000	Lump Sum
	Task 3.0 Subtotal	\$28,400	
4.0	STREETSCAPE ENHANCEMENTS		
4.1	Concept Site Plan	\$3,500	Lump Sum
4.2	Landscape Design Development	\$4,400	Lump Sum
4.3	Civil Design Development	\$18,500	Lump Sum
4.4	Landscape Construction Documents	\$9,000	Lump Sum
4.5	Civil Construction Documents	\$26,500	Lump Sum
4.6	Traffic Management Plan	\$10,000	Lump Sum
4.7	Permitting Assistance	\$7,500	Lump Sum
	Task 4.0 Subtotal	\$79,400	
	Direct Reimbursable Expenses	\$2,000	
Base Services Fee		\$153,300	



Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

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

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

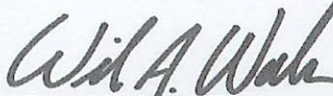
To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

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

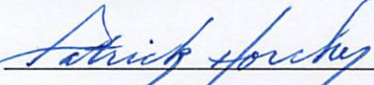
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Daniel Grove, PLA, AICP
Project Manager


William Walker, PE
Vice President

VILLAGE OF WHEELING

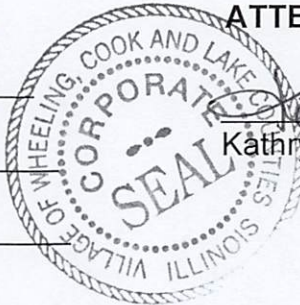
SIGNED: 

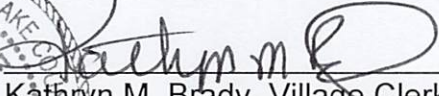
PRINTED NAME: Patrick Horcher

TITLE: Village President

DATE: November 4, 2024

ATTEST:




Kathryn M. Brady, Village Clerk

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Exhibit A – Project Area Map – Trash Enclosure
Exhibit B - Project Area Map – Signage Enhancements
Attachment – Standard Provisions

Exhibit A – Project Area Map – Trash Enclosure

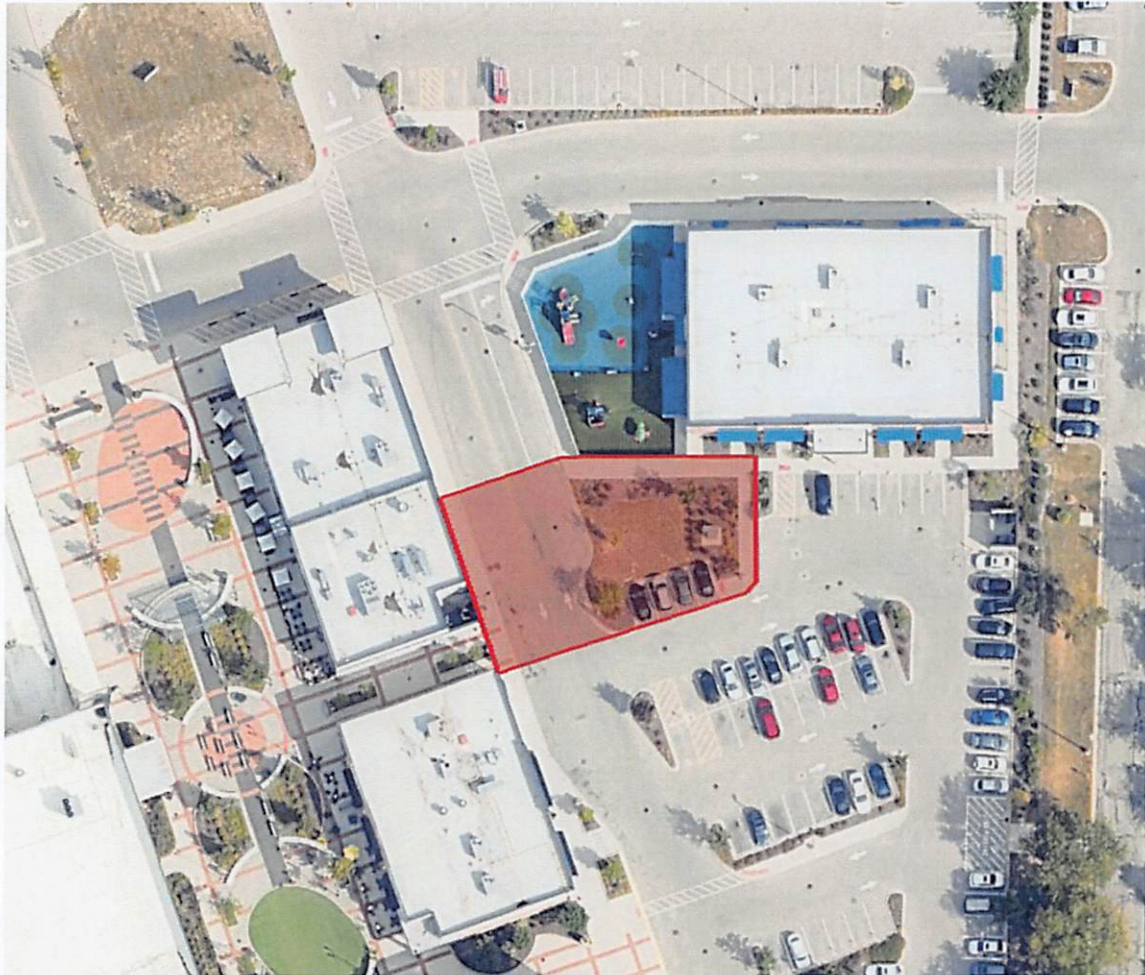
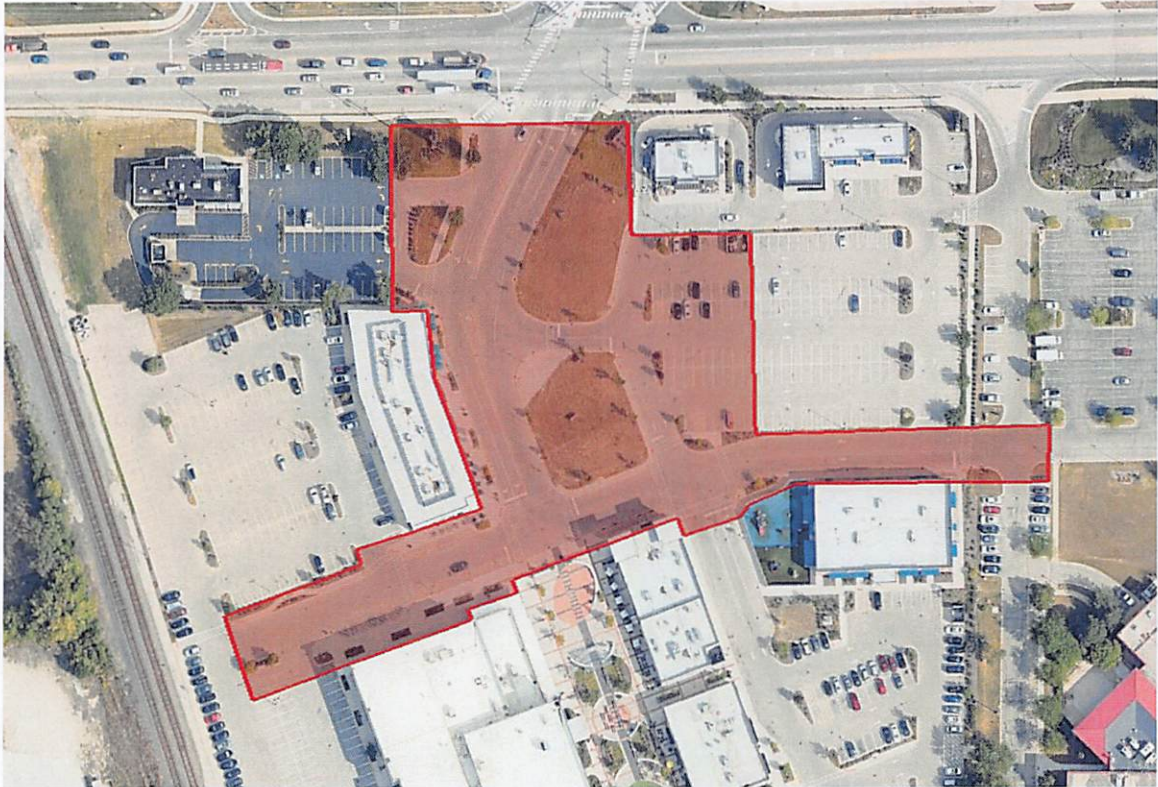


Exhibit B – Project Area Map – Streetscape Enhancements



KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Agenda Item Details

Meeting	Nov 04, 2024 - Village Board Regular Meeting Agenda
Category	11. Consent Agenda-All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
Subject	D. Resolution Authorizing the Village President to Execute a Letter Agreement with Kimley-Horn for Professional Services for the Wheeling Town Center Enhancement Project in the Amount of \$153,000
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	153,000.00
Budgeted	No
Budget Source	Town Center-II TIF
Recommended Action	Motion to Approve
Goals	Community Image

Public Content

From: Len Becker, Economic Development Director
Ross Klicker, Community Development Director

Subject: Letter Agreement with Kimley-Horn and Associates Inc. for Additional Professional Services for the Wheeling Town Center Enhancements

EXECUTIVE SUMMARY

Village staff has requested a Letter Agreement from Kimley-Horn and Associates Inc. to provide professional services necessary to advance Wheeling Town Center enhancement concepts as previously approved by the Board. The agreement details the scope of services and deliverables for three components, which include trash enclosure modifications with applicable civil and landscape construction documents, branding and signage with detailed drawings that can be bid by signage fabricators, and streetscape enhancements including parking modifications, improved pedestrian access, and outdoor amenities along with preparation of these construction documents. The total cost for this work is \$153,300, which will be funded by the Town Center-II TIF.

MEMO

In October 2023, Village staff requested a professional services agreement from Kimley-Horn and Associates Inc. to offer planning and design services aimed at identifying potential aesthetic and operational improvements for the Wheeling Town Center. Throughout 2024, staff from the Village and the Wheeling Park District, Wheeling Town Center property owners, and Kimley-Horn met periodically to review concepts and provide feedback. This culminated in a presentation by Kimley-Horn and Village staff at the joint meeting of the Village Board and Plan Commission on August 28, 2024. The proposed Letter Agreement provides for the implementation of recommendations given by the Village Board and Plan Commission at that meeting.

These concepts will be presented to the Village Board at an upcoming meeting.

Strategic Plan Theme:

Community Image

2024-1030_Wheeling Town Center Enhancements[34225].pdf (726 KB)

RESOLUTION approving Letter Agreement.pdf (18 KB)

Administrative Content

Executive Content

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

REGULAR meetings will be televised on channels 17 and 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. To view the full agenda packet, visit www.boarddocs.com/il/vowil/Board.nsf/Public



MEMORANDUM

DATE: November 17, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Resolution of the Corporate Authorities to Determine the Amount of the Tax Levy for the 2025 Tax Year
DOLLAR AMOUNT: 17,769,373
BUDGETED: Yes
BUDGET SOURCE: General Fund, Debt Service Funds, Police and Fire Pension Funds
RECOMMENDED ACTION: Motion to Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

At the November 1 budget workshop meeting, the Village Board directed staff to prepare the Tax Year 2025 property tax levy, reflecting a 2.00% increase over last year's levy. As required by state law, staff has prepared a resolution determining the amount of the 2025 levy. Since 2020, the Village Board has raised the tax levy by only \$337,077, or 2% (excluding increases to capture TIF growth that do not affect residents), despite General Fund Expenditures increasing by over \$10 million during the same period. The need to increase property taxes this year, while unfortunate, reiterates the Board's desire to keep costs down for its residents, as the property tax increase is only a portion of the delta between expenditures and revenue increases for the FY2026 budget. This memo explains each component of the tax levy and reflects the Board's direction.

Background

On an annual basis, the corporate authorities must review the financial requirements of the Village in relation to the property tax levy. The difference between non-property-tax revenue sources to certain funds and the projected expenditures of each fund represents the amount the Village must raise from property taxes. Real estate taxes provide various percentages of the overall revenues to each fund but are a substantial portion of the total new revenue.

The following is an analysis by individual fund of the current financial requirements and the recommended levies. This information is summarized in Exhibit A (attached).

Police and Fire Protection Services

The Village levies property taxes each year to offset the cost of providing police and fire protection services to the community. Each of these departments is also supported by revenue streams highly susceptible to economic fluctuations. As a result, staff closely tracks revenue received each year to determine whether a shortfall will occur, which must be made up with additional property tax revenue. In 2026, the most significant anticipated sources of revenue to help pay for police and fire protection services are property tax, sales tax, and state income tax.

The anticipated FY 2026 surplus of \$61,001 should be considered de minimis. The General Fund expenditure budget is up \$1,034,916, or 2.05%, compared to Fiscal Year 2025. Expenditure increases are primarily due to a significant increase in actuarially determined pension contributions and the inclusion of six expanded-level requests (including three new firefighters). However, revenues increased by just \$300,105, or 0.59%, compared to FY 2025. Historically, incremental property tax increases have been necessary to balance the General Fund budget because the cost of providing core services has grown faster than Wheeling's primary sources of revenue. While there is a small surplus for FY2025, the gap between expenditure and revenue growth remains large. As a result, the Village Board has directed staff to increase the property tax levy by 2.00% to narrow the gap between revenue and expenditure increases from FY 2025 and increase the budgeted surplus to \$409,420.

If the Village ends Fiscal Year 2026 with an adjusted surplus budget of \$409,420, reserves will increase from approximately 41.33% to 42.11% of annual operating expenditures. The Village's financial policy requires that Wheeling maintain a General Fund balance equal to 25.00% of annual expenditures. The proposed property tax levy will further increase reserves and better prepare the Village for the final balloon debt payments in Fiscal Years 2028 and 2029. If the Village does not raise property taxes or generate additional revenue in FY 2026, it would need to authorize very large property tax increases between Fiscal Years 2027 and 2029 to avoid large deficits in those years.

The following are the tax levies (including County loss and cost charges) for the police and fire protection services portion of the levy for

the past ten (10) years and the proposed levy for next year:

Tax Year	Levy Amount	Percent Increase
2015	\$8,851,737	13.87%
2016	\$9,085,092	2.64%
2017	\$9,499,070	4.56%
2018	\$9,458,500	-0.43%
2019	\$9,932,686	5.01%
2020	\$9,291,634	-6.45%
2021	\$9,627,575	3.62%
2022	\$8,678,780	-9.85%
2023	\$8,870,762	2.21%
2024	\$9,176,544	3.45%
2025	\$8,924,952	-2.74%

Staff recommends that the Board approve a 2025 police and fire protection services levy of \$8,665,002 (plus \$259,950 for loss and costs) – 2.74% less than last year.

Pension Funds

The Village's pension funds are funded primarily from employee contributions, investment earnings, and property taxes. An independent actuary determines the Village's contribution by annually reviewing actuarial assumptions and the fund's financial position.

The Village Board then approves a property tax levy, which provides for the actuarially calculated employer's contribution. By way of background, state statutes allow municipalities to determine their annual contribution to these funds (Police and Fire Pension) by using the report of a registered actuary. This year, staff retained Todd A. Schroeder of Lauterbach and Amen LLP to analyze these funds and determine the necessary contribution.

Though the Village has contributed more than the actuarially required amount for years, the Police and Fire Pension Funds remain underfunded at 73.27% and 69.75% respectively as of December 31, 2024. By comparison, the Illinois Municipal Retirement Fund was 94.74% funded as of December 31, 2024. The Unfunded Actuarial Accrued Liability (UAAL) can only be addressed through annual contributions to the funds, which are increasing substantially because state law requires that they be 90% funded by 2040.

The required contribution to the Police and Fire Pension Funds is up by \$533,008 for 2025 due to actuarial assumption changes by Lauterbach & Amen, despite solid 2024 investment returns.

Police Pension Fund

The Village's levies (including loss and costs) for the last ten (10) years and the proposed levy for next year are as follows:

Tax Year	Levy Amount	Percent Increase
2015	\$1,821,535	10.28%
2016	\$1,821,365	-0.01%
2017	\$1,893,604	3.97%
2018	\$2,183,707	15.32%
2019	\$2,280,755	4.45%
2020	\$2,610,563	14.46%
2021	\$2,831,827	8.48%
2022	\$3,256,601	15.00%
2023	\$2,844,956	-12.64%
2024	\$2,844,956	0.00%
2025	\$2,998,804	5.41%

Staff recommends that the Village Board approve a levy of \$2,911,460 (plus \$87,344 for loss and costs) for a total increase of \$153,848 or 5.41%.

Fire Pension Fund

The Village's levy (including loss and costs) for the last ten (10) years and the proposed levy for next year are as follows:

Tax Year	Levy Amount	Percent Increase
2015	\$1,994,471	11.23%
2016	\$2,362,388	18.45%
2017	\$2,490,363	5.42%
2018	\$2,762,504	10.93%
2019	\$2,936,582	6.30%
2020	\$3,153,092	7.37%
2021	\$2,895,422	-8.17%

2022	\$3,329,735	15.00%
2023	\$3,054,923	-8.25%
2024	\$3,054,923	0.00%
2025	\$3,434,083	12.41%

Staff recommends that the Village Board approve a levy of \$3,334,061 (plus \$100,022 for loss and costs) for a total increase of \$379,160 or 12.41%.

General Obligation Bond and Interest Fund

The Village established the Bond Fund to make principal and interest payments on its outstanding general obligation debt. The Tax Year 2025 proposed debt service levy includes principal and interest payments from the following outstanding debt issues:

Bond Issue	Purpose	Levy Amount
2007	Village Hall Bonds	\$ 392,000
2020	Refunding Bonds	\$ 218,700
2021	Refunding Bonds	\$3,535,600
Total Levy:		\$4,146,300

The required levy before abatement is \$4,146,300. However, staff recommends that the Board continue its practice of abating much of the required levies by using the following funds earmarked for that purpose:

Bond Issue	Source of Available Funds	Abatement Amount
2007	Capital Projects	-\$ 392,000
2020	Water/Sewer Fund	-\$ 212,300
2021	Capital Projects	-\$ 676,750
Total Abatements:		-\$1,287,450
Net Levy:		\$2,858,850
Add 5% Loss & Costs:		\$ 142,942
Final Levy:		\$3,001,792

The net levy for debt service after these abatements is 2,858,850. After adding 5.00% (\$142,942) for loss and costs, the final proposed levy is \$3,001,792. The following table includes a history of the Village's debt service levies (plus loss and costs) for the last ten (10) years and the proposed levy for next year:

Tax Year	Levy Amount
2015	\$1,786,281
2016	\$1,908,507
2017	\$2,054,140
2018	\$2,089,571
2019	\$2,252,358
2020	\$2,348,931
2021	\$2,409,939
2022	\$2,488,961
2023	\$2,993,038
2024	\$2,922,832
2025	\$3,001,792

The Village issues bonds when necessary to provide core services and refunds its debt when lower interest rates produce net present-value savings. As a home-rule community, the Village has no statutory debt limit. Nevertheless, the Village's total debt service burden is low or moderate when measured against standards established by the bond rating companies, and is improving every year as the Village moves closer to being debt-free.

Bond rating agencies use many criteria to rate municipal debt, some of which are instructive in determining whether the Village has "too much debt." To assign a bond rating to the Village, rating agencies consider its overall structure and operating environment, including its financial condition, the economy, how it is managed, and existing debt. While they rely on several measures to derive their rating, two standards help determine where the Village's debt stands compared to other municipalities.

The first standard considers a community's total governmental funds debt service as a percentage of expenditures. Communities with percentages less than 15.00% are deemed "strong," and those with less than 8.00% are considered "very strong." At the beginning of FY 2026, Wheeling's percentage will be 4.48%.

The second standard examines a community's net debt as a percentage of the market value of real property within its limits. Communities with net debt below 3.00% of market value receive high marks. At the beginning of FY 2026, the Village's net debt will

represent only 0.42% of market value, a strong position in the rating agencies' view.

One of the rating companies, S&P Global Ratings, has given the Village an AA bond rating, the third-highest available to municipalities. The rating reflects the agency's confidence in the Village's ability to manage its debt and make its scheduled debt service payments. At this point the Village has no plans to issue additional debt other than that which may be necessary for economic development and which would therefore be supported by the Village's TIF Funds.

Summary

A summary of the recommended levy for 2025 is included at the bottom of Exhibit A, along with the effects of the recommended abatements. The 2025 levy, as abated, is also compared to the 2024 levy. In both cases, these figures do not include the loss and cost charges. The final tax levy after abatement is \$17,769,373, which reflects a 2.00% increase over last year's levy to reduce the gap between increases in expenditures and revenues for fiscal year 2026.

Truth in Taxation

Taxing bodies in Illinois are subject to the Truth in Taxation Law (35 ILCS 200/18-55). Under the law applicable to all, the corporate authorities must approve an estimate of taxes necessary to be raised for the coming year at least 20 days before the date the levy will be adopted. If the estimated levy exceeds 105 percent of last year's final extension plus any amount abated by the corporate authorities before the extension, a public hearing notice must be published in the newspaper, and a public hearing must be held between seven and 14 days after the notice is published in the newspaper.

Since the 2025 estimated levy after abatement will not exceed 105 percent of last year's extension, holding a public hearing is not necessary, and the Village does not need to publish a Truth in Taxation notice. Therefore staff recommends that the Board consider and approve the resolution determining the amount of the 2025 levy (attached) at the November 17, 2025 meeting. The Board may then consider the tax levy and abatement ordinances for approval on December 15, 2025.

RESOLUTION No. 25-_____

**RESOLUTION OF THE CORPORATE AUTHORITIES TO DETERMINE
THE AMOUNT OF THE TAX LEVY FOR THE 2025 TAX YEAR**

WHEREAS, the Truth in Taxation Law of the State of Illinois (35 ILCS 200/18-55) requires the corporate authorities of the Village of Wheeling ("Village") to determine the amounts of money estimated to be necessary to be raised by property taxes from year to year; and

WHEREAS, the Village staff has presented the fiscal requirements for the Village's 2025 fiscal year; and

WHEREAS, the estimated aggregate levy amount (before abatement) for the 2025 tax year, including general obligation bond debt service, is \$19,056,823; and

WHEREAS, it is not necessary to publish a public hearing notice in a local newspaper, nor is it necessary to hold a public hearing, because the estimated levy will not exceed 105% of last year's final extension plus any amount abated by the corporate authorities prior to the extension;

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 amount of the 2025 aggregate tax levy (after abatement) is hereby determined to be \$17,769,373.

Trustee _____ moved, seconded by Trustee _____
that Resolution No.25-_____ be adopted.

President Horcher _____
Trustee Krueger _____
Trustee Lang _____
Trustee Papantos _____

Trustee Ruffatto _____
Trustee Vito _____
Trustee Vogel _____

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

**EXHIBIT A
FUND BALANCE/TAX LEVY DETERMINATION
2025 TAX YEAR**

	GENERAL	GO BOND & INTEREST	POLICE PENSION	FIRE PENSION
Estimated Fund Balance 12/31/2025	21,950,474	364,584	79,008,538	65,670,096
Budgeted Revenues w/o Levy 1/1/26-12/31/26	43,198,598	1,118,750	6,427,014	5,318,637
Proposed 2025 Levy	8,665,002	2,858,850	2,911,460	3,334,061
Budgeted Expenditures 1/1/26-12/31/26	51,454,180	3,928,075	5,762,200	5,484,120
Projected Fund Balance 12/31/2026	22,359,894	414,109	82,584,812	68,838,674

Fund	2025 Levy**	After Abate.**	2024 Levy**	After Abate.**
General	8,665,002	8,665,002	8,909,266	8,909,266
GO Bond & Interest	3,535,600	2,858,850	4,064,700	2,783,650
Police Pension	2,911,460	2,911,460	2,762,093	2,762,093
Fire Pension	3,334,061	3,334,061	2,965,945	2,965,945
TOTAL	18,446,123	17,769,373	18,702,004	17,420,954



MEMORANDUM

DATE: November 17, 2025
FROM: Leonard Becker, Economic Development Director
SUBJECT: Resolution Consenting to a Cook County Class 6b Real Estate Assessment Classification for the Property Located at 953 Seton Court in the Village of Wheeling, Illinois and Approving a Related Class 6b Development Incentive Agreement
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

An application for a Class 6b Real Estate Property Tax Classification based on substantial rehabilitation and re-occupation of abandoned property with greater than 12 months vacancy and purchase for value has been submitted by SCG Real Estate, LLC for the property at 953 Seton Court. If the Village Board is in favor of the tax incentive, a resolution supporting the request for a Class 6b is needed in order to file this request with Cook County. As the applicant is planning on leasing the property, the resolution includes a Class 6b Development Incentive Agreement that provides that the Village will not execute and release the adopted resolution until it verifies and approves a tenant for the Subject Property.

MEMO

Background:

The property at 953 Seton Court is an approximately 20,206-square-foot industrial building that sits on an approximately 1.08-acre lot. This property is currently zoned I-1, was vacated by American Building Services on September 30, 2024, and has remained vacant since. The property was listed for sale upon being vacated with no acceptable offers until recently, when SCG Real Estate, LLC submitted an offer for the property.

The contract purchaser does not have an identified tenant, but intends to lease the property to a prospective occupant for warehousing, manufacturing, and/or distribution. However, the purchase of the property is contingent on the Village supporting a Class 6b classification for the property. Since there is no identified tenant, SCG Real Estate is willing to enter into a Class 6b Development Incentive Agreement with the Village which states that the Village will hold the resolution of support until a tenant has been identified for the property that is acceptable to the Village. Once such a tenant has been identified, the Village will release the resolution to the applicant to submit to Cook County for consideration of the 6b Classification.

If the 6b resolution is approved, the sale will go forward. In addition to the property purchase, the applicant plans to invest over \$200,000 in the building, primarily to bring the facility up to modern standards. The proposed improvements include:

- Demolishing existing offices
- Resurfacing asphalt
- Painting
- Upgrading Lighting Systems
- Landscaping
- General Repairs

Class 6b Classification:

The applicant is requesting a Class 6b property tax classification based on substantial rehabilitation and re-occupation of abandoned property with 12 months or greater of continuous vacancy and with purchase for value. A Class 6b property

tax classification will reduce the property's assessment rate to 10% for the first ten years, 15% in the eleventh year, and 20% in the twelfth year. The assessment rate without a Class 6b classification is 25%.

Fiscal Impact:

If the applicant obtains a Class 6b classification, then the building will be occupied and at least \$200,000 in capital improvements will be invested in the property. The following scenarios for 2026 are provided to help compare the potential property taxation:

Scenario where improvements are made and the incentive is applied with reoccupation of the property	= \$ 42,686
Scenario where the building remains vacant and unused	= \$ 40,343

If the incentive is approved, over the 12-year period the property is projected to generate \$89,793 in additional real estate taxes compared to the property remaining vacant with no incentive. In addition to the direct property tax, it is anticipated that 10–20 new employees will be based at the property. The projected economic impact derived from the added employees and visitors at the new facility will provide increased sales tax revenue from expenditures at local gas stations, grocery stores, and restaurants, and other indirect contributions. The annual total projected revenue is expected to be an additional \$42,375 solely from this employment impact.

RESOLUTION 25 - _____

**RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b
REAL ESTATE TAX ASSESSMENT CLASSIFICATION
FOR THE PROPERTY LOCATED AT 953 SETON COURT IN THE VILLAGE OF WHEELING,
ILLINOIS AND APPROVING A RELATED CLASS 6b DEVELOPMENT INCENTIVE
AGREEMENT**

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

WHEREAS, SCG Real Estate, LLC (the "Petitioner") is the current record title holder of that certain real property located at 953 Seton Court, Wheeling, Illinois 60090, legally described as **Exhibit A**, attached hereto and made a part of this Resolution (the "Subject Property"); 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, the Petitioner has applied, or is applying, for a Class 6b Classification under the Ordinance, a copy of said application is attached and incorporated hereto as **Exhibit B**, and the Petitioner 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 Subject Property; and

WHEREAS, an Economic Disclosure Statement and Application has been received and filed by the Village of Wheeling; and

WHEREAS, the Petitioner intends to engage in rehabilitation and will lease the Subject Property for permitted industrial uses; and

WHEREAS, the Petitioner plans to invest \$200,000 into the Subject Property to bring the facility up to modern standards including upgrading the interior and exterior of the property (the "Proposed Improvements"), as set forth in its Class 6b Classification application; 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; 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, AS FOLLOWS:

SECTION 1: ELIGIBILITY. 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.

SECTION 2: CONDITIONS. The Village's support and consent to the Class 6b Classification is subject to and contingent upon the conditions, restrictions, and provisions set forth in this Section:

A. The Applicant shall obtain all necessary building and/or construction related permits from the Village for the construction of the Proposed Improvements.

B. The Applicant agrees to enter into a Class 6b Development Incentive Agreement with the Village regarding the Proposed Improvements and future leasing of the Subject Property, a copy of which is attached and incorporated herein as Exhibit C.

C. The Subject Property shall be re-occupied, operated, and maintained at all times in compliance with the applicable codes and ordinances of the Village.

D. All work performed at the Subject Property must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Resolution, pursuant to the Class 6b Development Incentive Agreement, or set forth in the Village Code.

E. The total construction value for permits issued for the Proposed Improvements shall be no less than \$200,000.00.

F. The Project shall be completed within one year of adoption of this Resolution (November 17, 2026). Upon completion of the Proposed Improvements, the Applicant will request that the Village inspect and approve the Proposed Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

SECTION 3: FINDINGS. The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and hereby supports, consents, and approves the Subject Property being designated under the Class 6b Classification by the Cook County Assessor based on the substantial rehabilitation and re-occupation of the Subject Property, as outlined in the application of the Petitioner, being attached hereto as Exhibit B and made a part hereof, and the Class 6b Development Incentive Agreement, as set forth in Exhibit C. The Village Board further approves the Class 6b Development Incentive Agreement attached hereto as Exhibit C.

SECTION 4: FILING. The Village Clerk is hereby directed to transmit a certified copy of this Resolution to the Applicant upon the Applicant securing a tenant for the Subject Property that is acceptable to the Village. The Applicant shall be responsible for presenting such certified copy to the Board of Commissioners of Cook County and filing such certified copy with the Office of the Assessor. In the interim, the Village Clerk is directed to issue a Letter in Lieu to the Cook County Assessor's Office, in accordance with the Class 6b Development Incentive Agreement attached as Exhibit C.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. 25-_____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 17th day of November, 2025, by the President and Board of Trustees of
the Village of Wheeling, Illinois, pursuant to a roll call vote as provided by law.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

EXHIBIT A

Legal Description of Subject Property

LOT 2 IN LAKESIDE INDUSTRIAL CENTER BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 03-10-402-008-0000

Common Address: 953 Seton Court, Wheeling, Illinois 60090

EXHIBIT B

CLASS 6b APPLICATION

EXHIBIT C

CLASS 6b DEVELOPMENT INCENTIVE AGREEMENT



CLASS 6B ELIGIBILITY APPLICATION

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

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

Applicant Information

Name: SCG Real Estate, LLC or its assignee Telephone: ()
Company: SCG Real Estate, LLC or its assignee
Address: 1030 Courtland Ave
City: Park Ridge State: IL Zip Code: 60068
Email:

Contact Person (if different than the Applicant)

Name: Scott Gibbel Telephone: ()
Company: SCG Real Estate, LLC
Address: 1030 Courtland Ave
City: Park Ridge State: IL Zip Code: 60068
Email:

Property Description (per PIN)

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

Street Address: (1) 953 Seton Ct
Permanent Real Estate Index Number: 03-10-402-008-0000
(2)
Permanent Real Estate Index Number:
(3)
Permanent Real Estate Index Number:
City: Wheeling State: IL Zip Code: 60090
Township: Wheeling Existing Class: 5-93

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

Identification of Person Having an Interest in the Property

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

Industrial Use

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

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

Employment Opportunities

How many construction jobs will be created as a result of this development? 5-8

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

Full-time: N/A Part-time: N/A

How many new permanent full-time jobs will be created by this proposed development? 10-15

How many new permanent part-time jobs will be created by this proposed development? N/A

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

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

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

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

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

Estimated date of construction completion: Q1-Q2 2026

Attach copies of the following:

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

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

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

1. Was the subject property vacant and unused for at least 12 continuous months prior to the purchase for value?

☒ YES [] NO

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

The subject property has been vacant and unused since 9/30/24 and was last occupied by American Building Services.

Attach copies of the following documents:

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

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

Estimated date of reoccupation:	<u>Q2-Q3 2026</u>
Date of Purchase:	<u>TBD</u>
Name of purchaser:	<u>SCG Real Estate, LLC</u>
Name of seller:	<u>953 Bain, LLC</u>
Relationship of purchaser to seller:	<u>Purchaser - Seller</u>

Attach copies of the following documents:

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

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 12 months**, complete section (1).

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

1. How long was the period of abandonment prior to the purchase for value? _____

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

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting “abandonment” as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 12-month abandonment period.*

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

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

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

2. How long has the subject property been unused?

- ☐ 12 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 3 continuous months and maintain/create 250 Employees (*Eligible for Special Circumstance under CEERM*) - **Complete CEERM Supplemental Application**
- ☐ **Not Eligible for Special Circumstance if No purchase and less than 12 continuous months vacant, or not a CEERM**

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

Attach copies of the following documents:

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

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

Estimated date of reoccupation: _____

CEERM SUPPLEMENTAL APPLICATION

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

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) where there has been no purchase for value and the buildings and other structures have been vacant and unused for at least three continuous months and applicant has provided sufficient documentation to establish that such applicant will create or maintain at least 250 jobs for employees at the subject location.

The CEERM Program shall be limited to the party who is the initial applicant of the Class 6B Incentive under the CEERM Program and the subject of the municipal Resolution or Ordinance.

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

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **CEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

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

Signature of Notary Public

LOCAL APPROVAL

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

FINALIZING THE INCENTIVE PROCESS

In order to finalize the class change you will need to file an **Incentive Appeal** with supporting documentation (including **Proof of Occupancy**) in the year that the property has been substantially occupied. It is advised that you access our website (www.cookcountyassessor.com) to determine the allowable filing dates for such action.

When filing an appeal requesting an Incentive Class Change, a \$100.00 filing fee (made out to the Cook County Assessor) must be included. The property cannot receive Class 6B designation until you file an Incentive Appeal Form, AND this office grants reclassification for the parcel(s).

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



Signature

Scott Gibbel

Print Name

10-20-25

Date

Manager

Title

4/1/2022

EDS AFFIDAVIT

I, Scott Gibbel, as a representative of SCG Real Estate, LLC or its assignee (the "Applicant"), do hereby certify that I would attest to the following facts as required by Sections 74-46 and 74-62 through 74-73 of the Cook County Code if called to testify that:

1. I am a duly authorized agent for the Applicant who is the contract-purchaser of the property located at 953 Seton Ct, Wheeling, Illinois 60090 (PINs: 03-10-402-008-0000);
2. SCG Real Estate, LLC owns the following properties in Cook County:

1500 Birchwood Ave, Des Plaines, IL 60018

8701 W 50th St, McCook, IL 60525;
3. SCG Real Estate, LLC's ownership is as follows:

Scott Gibbel – 100%
1030 Courtland Ave, Park Ridge, IL 60068;
4. After purchasing the Subject Property, SCG Real Estate, LLC will transfer title to the Subject Property to a special purpose entity which has yet to be formed; and
5. To my knowledge and after reviewing the Applicant's records, the Applicant is not delinquent in the payment of any property taxes administered by Cook County or by any of its local municipalities.

Further Affiant Sayeth Not





Date: 10-20-25

Subscribed and sworn before me
This 20 day of October, 2025



Signature of Notary Public

V March 21, 2025



**PROCEDURES AND APPLICATION
FOR VILLAGE OF WHEELING CONSIDERATION
OF COOK COUNTY REAL ESTATE CLASSIFICATIONS
CLASS 6b, 6b SER, 7a, 7b, 7c**

Village of Wheeling
Department of Economic Development
2 Community Boulevard
Wheeling, Illinois 60090

Attn: Len Becker
Economic Development Director
email: lbecker@wheelingil.gov
(847) 499-9094
www.wheelingil.gov
www.choosewheeling.com

Updated March 17, 2025

Intent and Policies for the Village of Wheeling Review of Cook County CLASS 6b, 6b SER, 7a, 7b, 7c Property Tax Incentives:

Intent

The Village of Wheeling is proactive with fostering a robust local economy. One way that the Village bolsters our business community is by supporting certain property tax abatements through the Cook County Class 6 and 7 classifications under certain circumstances. The main intentions of utilizing these programs are to modernize the commercial and industrial building stock found within Wheeling as well as reactivate vacant properties or to encourage redevelopment so such buildings and properties do not contribute to blight and result in deleterious conditions. To ensure clear and fair administration of this program, all applicants shall adhere to the policies and requirements identified in this application as well as the respective Cook County ordinances and application. The specific Cook County Property Tax Abatement classifications that the Village of Wheeling will accept for Village Board consideration are as follows:

- Class 6b and Class 6b SER
- Class 7a
- Class 7b
- Class 7c

The sub-categories (applicable to their respective classification) that will be considered by the Village include new construction, substantial rehabilitation, abandoned property, special circumstances, TEERM, and CEERM.

Policies

In addition to all policies and ordinances that Cook County requires, the Village of Wheeling representatives will review the additional policies listed below when considering any Cook County Property Tax Abatement Application. The additional policies are as follows:

- A pre-application meeting is required where the proposed applicant shall meet with the Economic Development Director to go over the proposed request and improvements to the subject building/property.
- All Class 7a, 7b, and 7c applications shall include and identify the specific end user businesses that generate sales tax, food and beverage tax, or hotel/motel tax at the time of submitting this application. The tax producing users shall be opened within two years of receiving a Village of Wheeling Resolution supporting the requested Class 7.
- All approved Class 7a, 7b, and 7c designations shall maintain the sales tax, food and beverage tax, or hotel/motel tax component of the business throughout the life of the property tax abatement period.

- No outstanding fines, fees or property maintenance violations shall be active against the subject property at the time of filling this application.
- Any applicant that is applying for a Class 6b special circumstance category must prove that the subject building or property has been completely unused and unoccupied for at least six months, unless the prospective end user can prove that the business that will occupy the premises generates sales tax or if the applicant proves that “but for” the incentive, the applicant will relocate and/or close their Wheeling location.
- All proposed improvements identified in the submitted application shall be completed within two years of receiving the approved Resolution from the Village.
- As mentioned in the Intent section above, the Village of Wheeling will not accept nor approve any request for an extension of any Cook County Property Tax Abatement for properties within the Village unless special circumstances are verified.

**Procedures for the Village of Wheeling
Review of Cook County
Class 6b, 6b SER, 7a, 7b, 7c Property Tax Incentive:**

- 1 Please review the applicable Cook County Assessor’s Office Class 6 and 7 Eligibility Bulletin ([click here to access Cook County’s Eligibility Bulletins](#)) before completing the Village of Wheeling’s application. The Eligibility Bulletin will help applicants to determine if they qualify for the respective property tax incentive.

PLEASE NOTE THAT AN APPLICATION TO COOK COUNTY MUST BE MADE PRIOR TO OCCUPANCY OF THE BUILDING OR COMMENCEMENT OF CONSTRUCTION OR REHABILITATION. FAILURE TO DO SO MAY JEOPARDIZE THE APPLICANT’S ABILITY TO QUALIFY FOR THE REQUESTED CLASSIFICATION.

- 2 Applicant must complete the Village of Wheeling’s application for a Cook County property tax incentive (enclosed). Contact should also be made with the Cook County Assessor’s Office (www.cookcountyassessor.com). The completed Village application, and a copy of the filled-out Cook County application should be submitted to Village staff who will review it for completeness. **Please ensure that the Living Wage Affidavit, the Economic Disclosure Statement and the completed IC-IQ Form are submitted with the filled out Cook County application and submitted to the Village of Wheeling for review to the mailing address below:**

Village of Wheeling
Department of Economic Development
Attn: Len Becker
2 Community Boulevard
Wheeling, Illinois 60090

Inquiries regarding the application form and review process should be directed to the Village of Wheeling’s Department of Economic Development by email to: lbecker@wheelingil.gov or phone: (847) 499-9094.

- 3 Application fee: The applicant must submit a \$950.00 non-refundable application fee for a 6b, 6b SER, 7a, and 7b application (a Class 7 c requires a \$475.00 non-refundable application). This fee covers the administrative costs of the Village. Additional fees may be required if the Village's Director of Economic Development determines that it will be necessary to employ third party, non-Village employee consultants to review and analyze the application, and/or prepare reports or draft documents relative to the application or the approval thereof.
- 4 Village staff will review the submitted application. After it is determined that all necessary information has been submitted, an evaluation of the request will be prepared and submitted to the Village Board, and staff will inform the applicant of the date the item will appear before the Village Board for review.

General Note: The applicant is requested to present the information in a format that is identified in the application. Supplemental information may be required should the Village determine it necessary.

The Village Board meeting should be attended by a representative of the property owner and the intended user. The representatives should be prepared to respond to any questions related to the property, the plans for its use, and any intended improvements.

- 5 The Village Board typically considers the approval of the application at the same Village Board meeting as any related Plan Commission approvals / cases relating to the project. If approved, a certified copy of the approval Resolution will be mailed to the applicant.
- 6 Submit the completed Cook County Eligibility Application for the specified classification, along with any required supporting documents, including a certified copy of the Village's approval Resolution, to the Cook County Assessor's Office to the address below:

Development Incentives
Office of the Cook County Assessor
118 North Clark Street, Room 312
Chicago, IL 60602

7. The construction, expansion and/or rehabilitation must begin within one (1) year of the date Cook County approves the application. If an application has been approved and is not acted upon within the required one (1) year, re-application is necessary, using the original Resolution, along with a letter from the Village indicating that the approval Resolution is still valid. As identified in the Policy section above, all proposed improvements with this application shall be completed within two years of the approved Village of Wheeling Resolution. Failure to complete the proposed improvements within two years, will result in the Village rescinding its original Resolution of support.

VILLAGE OF WHEELING - CLASS 6b, 6b SER, 7a, 7b, 7c APPLICATION

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

COVER LETTER:

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

APPLICANT INFORMATION:

Type of Application (Circle one): Class 6b, 6b SER, 7a, 7b, 7c

Property Status (check one) New Construction () Substantial Rehabilitation (✓)

Abandoned Property (✓) Special Circumstances () TEERM () CEERM ()

Property Owner:

Name: SCG Real Estate, LLC (or its assignee) Phone: ()

Address: 1030 Courtland Ave, Park Ridge, IL 60068

Email:

Agent/Representative (if applicable):

Name: Scott Gibbbel Phone: ()

Address: 1030 Courtland Ave, Park Ridge, IL 60068

Email:

DESCRIPTION OF SUBJECT PROPERTY:

Street Address: 953 Seton Ct, Wheeling, IL 60090

Permanent Real Estate Index Number(s):

03-10-402-008-0000

Attach following: Legal Description (Exhibit A typed up in a Word document and submitted electronically)
 Site Dimension & Square Footage/Plat of Survey (Exhibit B)
 Building Dimensions/Site Plan (Exhibit C)

IDENTIFICATION OF PERSONS OR ENTITIES HAVING AN INTEREST:

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

PROPERTY USE:

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

No relief is sought.

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. Airborne contaminants
C. Toxic substances
D. Odor
E. Glare
F. Noise

None - nothing above what
has been observed historically

4. List properties researched as possible alternative locations for proposed end users (Exhibit G).

None

5. Traffic: Projected number of vehicles entering and leaving the subject property per day:

Automobiles 20-30 Trucks 2-4

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

For all applications:

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

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

By: 

Title: Owner/Representative

Name: Scott Gibbel

Date: 10 / 23 / 2025

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 the most recent three (3) years' property tax bills for the existing property or the number of annual property tax bills requested in the respective Cook County Eligibility Bulletin (Exhibit I).

For new construction and substantial rehabilitation:

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:

- Detailed contractor bids and estimates from an unrelated entity to any applicant or affiliated business showing an itemization of all proposed improvements (Part of Exhibit J)

- Itemized 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 showing proof of reduced services, Internal Revenue Service statements, court records, etc. (Exhibit L)
- Abandoned or vacant buildings – In addition to the requirements of Cook County as to the definition of such buildings, the applicant may provide documentation, and the Village Board may wish to consider, if any combination of the factors noted in Appendix A exist.

These criteria may be used to determine if “special circumstances” exist which warrant the granting of the requested classification. (Exhibit M)

- Architectural plans or schematic drawings (Exhibit J)
- Dates or estimated dates of construction commencement and completion:
- Detailed contractor bids and estimates from an unrelated entity to any applicant or affiliated business showing an itemization of all proposed improvements (Part of Exhibit J)

EMPLOYMENT OPPORTUNITIES:

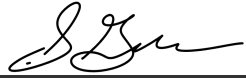
Attach estimates of the following employment information (Exhibit N):

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

FINANCIAL INFORMATION:

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

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

By: 

Title: Owner/Representative

Name: Scott Gibbel

Date: 10 / 23 / 2025

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

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

FISCAL EFFECT:

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

- 1) The subject property is fully occupied and receives no incentive;
- 2) The subject property is occupied and receives the requested abatement classification;
- 3) The subject property remains vacant and receives vacancy relief.

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

OTHER INDUCEMENTS:

State and describe whether any other financial inducements, such as industrial development revenue bonds, EDGE Tax Credits, 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 requested abatement classification (Exhibit R). It is the position of the Village that valid reasons, and a demonstration that the project will not proceed without the abatement classification, are required to receive Village approval for the reclassification.

CERTIFICATION:

I hereby certify that the preceding application and all attachments are true and correct and that all applicants will comply with all policies and regulations identified in this application as well as the Cook County Application.



Signature

Scott Gibbbel

Name

10/23/2025

Date

Owner/Representative

Title

APPENDIX A

EXPLANATION OF CRITERIA FOR REUTILIZATION OF ABANDONED PROPERTY

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

ATTACHMENT

1. Village of Wheeling Resolution 25-____adopting the procedures for the application process.

Property Information

953 Seton Ct
Wheeling, Illinois 60090
PIN: 03-10-402-008-0000

The Subject Property currently consists of a 20,206 square foot industrial facility on 47,385 square feet of land. The facility was built in 1975 and features office space, 1 loading dock, 1 drive-in-door, and 32 stalls for car parking in a gated and fenced rear lot. The Subject Property is located 17 minutes from O'Hare International Airport, ±4.2 miles from the north and south interchanges of I-294, and 45 minutes from the Loop. The Subject Property is currently zoned I-1 Industrial District where wholesale business, storage, warehousing, truck terminal, etc. are permitted uses.

Attached hereto please find:

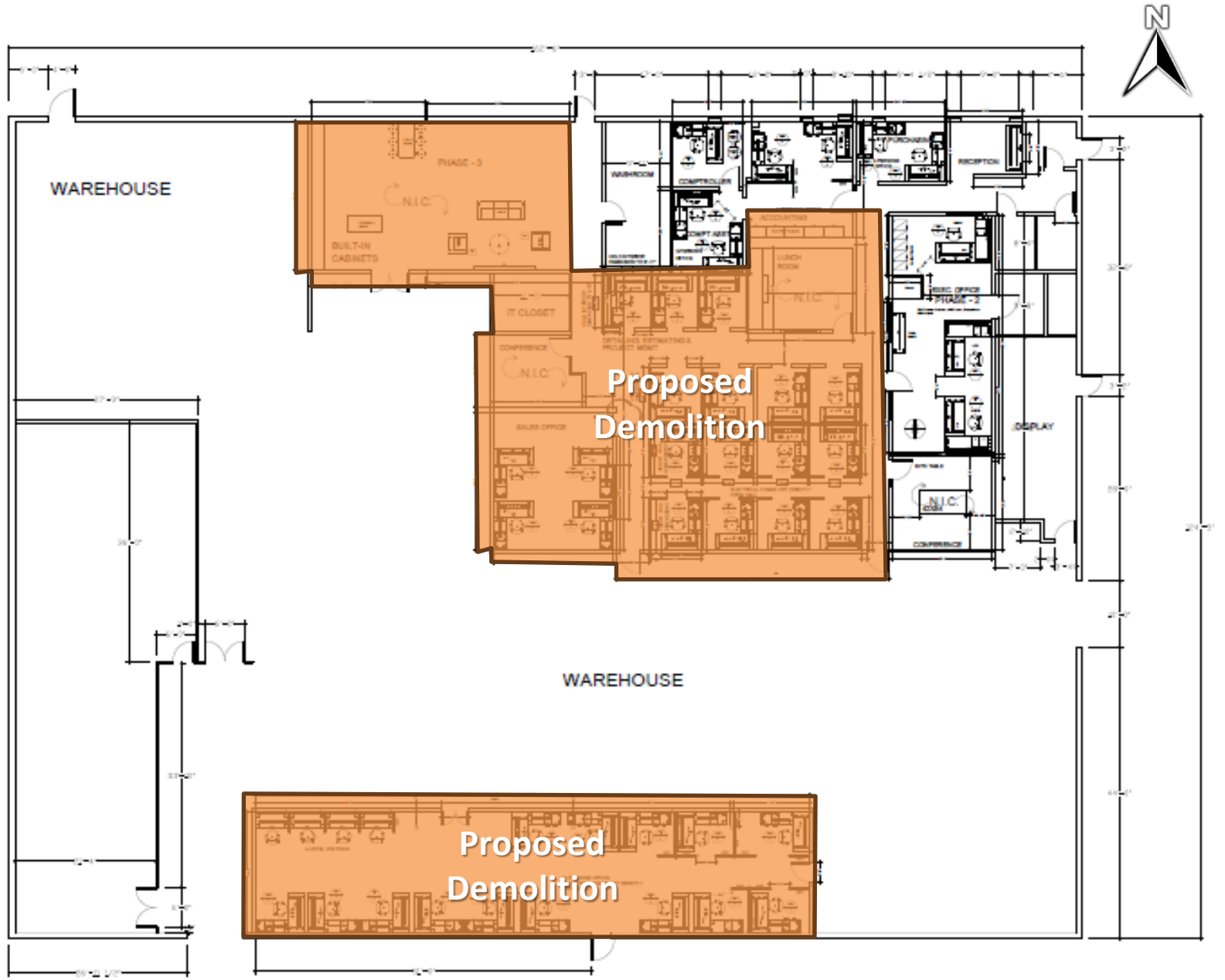
- Legal Description
- Site Plan
- Marketing Brochure
- Aerial of Subject Property
- Street View of the Subject Property

LEGAL DESCRIPTION

LOT 2 IN LAKESIDE INDUSTRIAL CENTER BEING A SUBDIVISION IN THE
SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 953 Seton Ct, Wheeling, Illinois 60090
PIN: 03-10-402-008-0000

Site Plan



Contact: Ned Frank
Executive Vice President
+1 847 698 8261
ned.frank@colliers.com

Pat Hake
Senior Vice President
+1 847 698 8525
pat.hake@colliers.com

Brendan Flanagan
Associate
+1 847 698 8552
brendan.flanagan@colliers.com



For Sale or Lease



Sale Price:
\$83.00 PSF

Lease Rate:
\$5.75 PSF NNN

Contact:

Ned Frank

Executive Vice President
+1 847 698 8261
ned.frank@colliers.com

Pat Hake

Senior Vice President
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Colliers

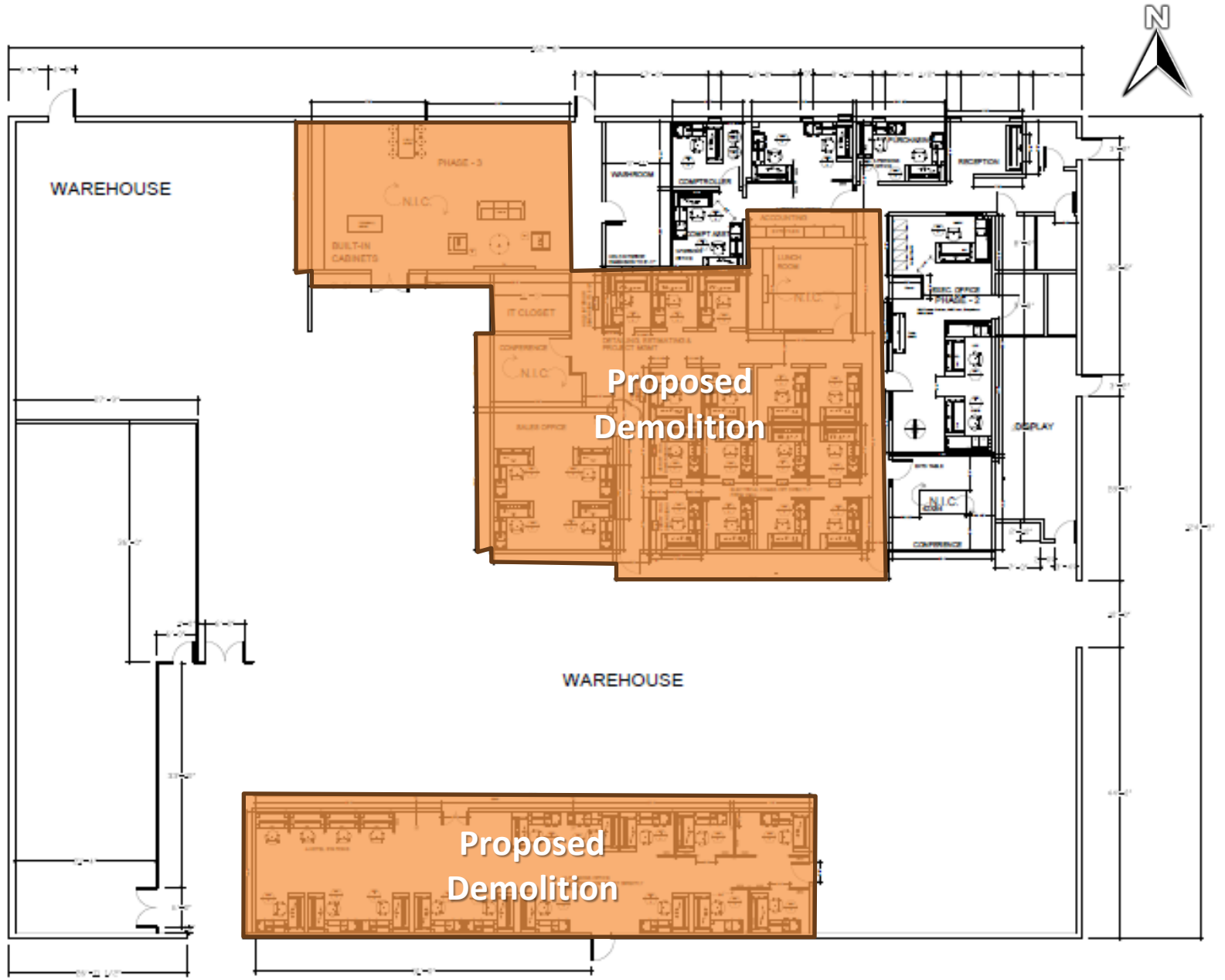
6250 N. River Rd,
Suite 11-100
Rosemont, IL 60018
colliers.com/chicago

953 Seton Ct – Wheeling, IL

- Building Size: 20,206 SF
- Available: 20,206 SF
- Office Size: Approx. 7,000 SF (can be reduced)
- Land Size: 1.0 Acres
- Clear Height: 15' – 18'
- Loading: 1 Exterior Dock, 1 DID
- Parking: Approx. 32 Cars
- Year Built: 1975
- Sprinkler: Wet
- Power: Heavy (to be verified)
- Zoning: I-1
- Taxes: \$85,155.69 (\$4.25 PSF)
- **Asking Lease Rate: \$5.75 PSF NNN**
- **Asking Sale Price: \$83.00 PSF**
- Available Immediately
- Single tenant building
- Gated and fenced rear parking lot
- ±4.2 miles to both North / South interchanges at I-294
- 17 minutes to O'Hare International Airport
- 45 miles to Chicago / Downtown 'Loop'

Accelerating success.

Site Plan

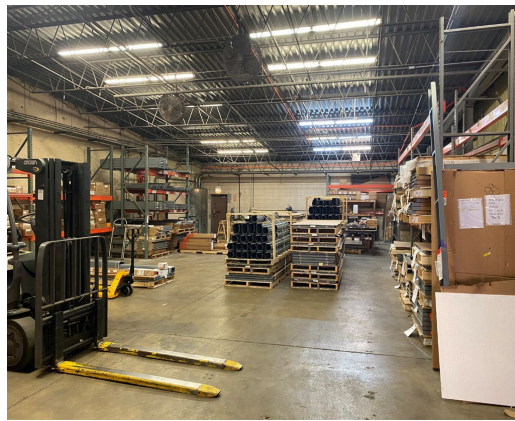
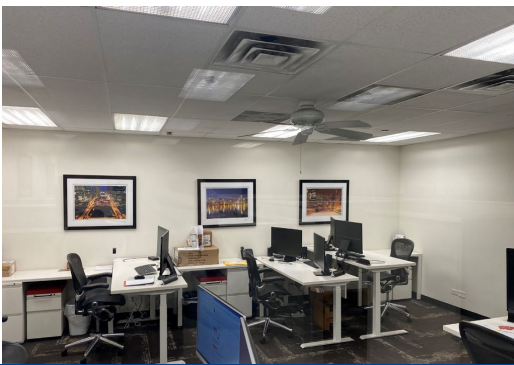


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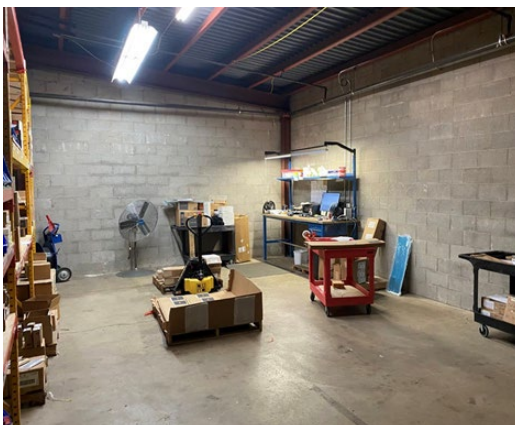
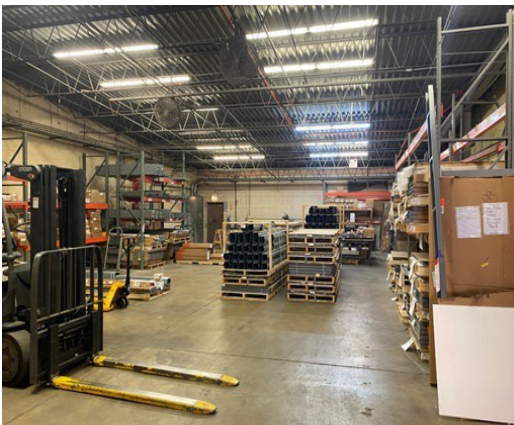
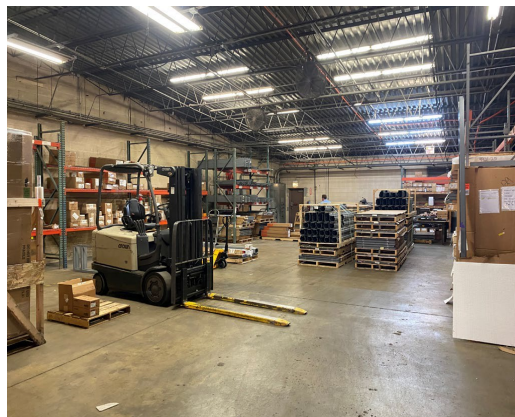
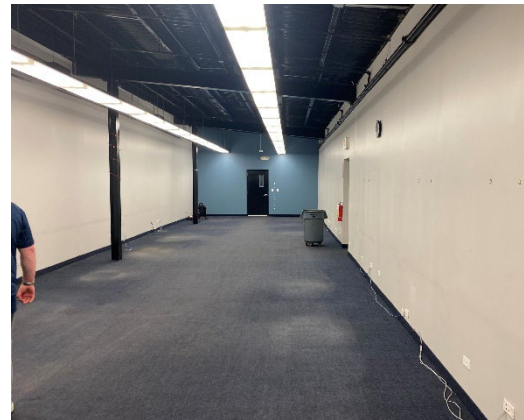
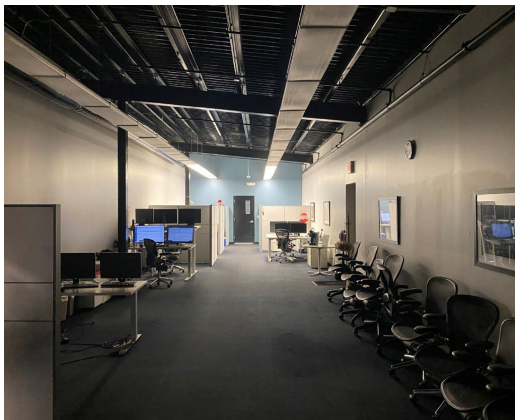
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For Lease



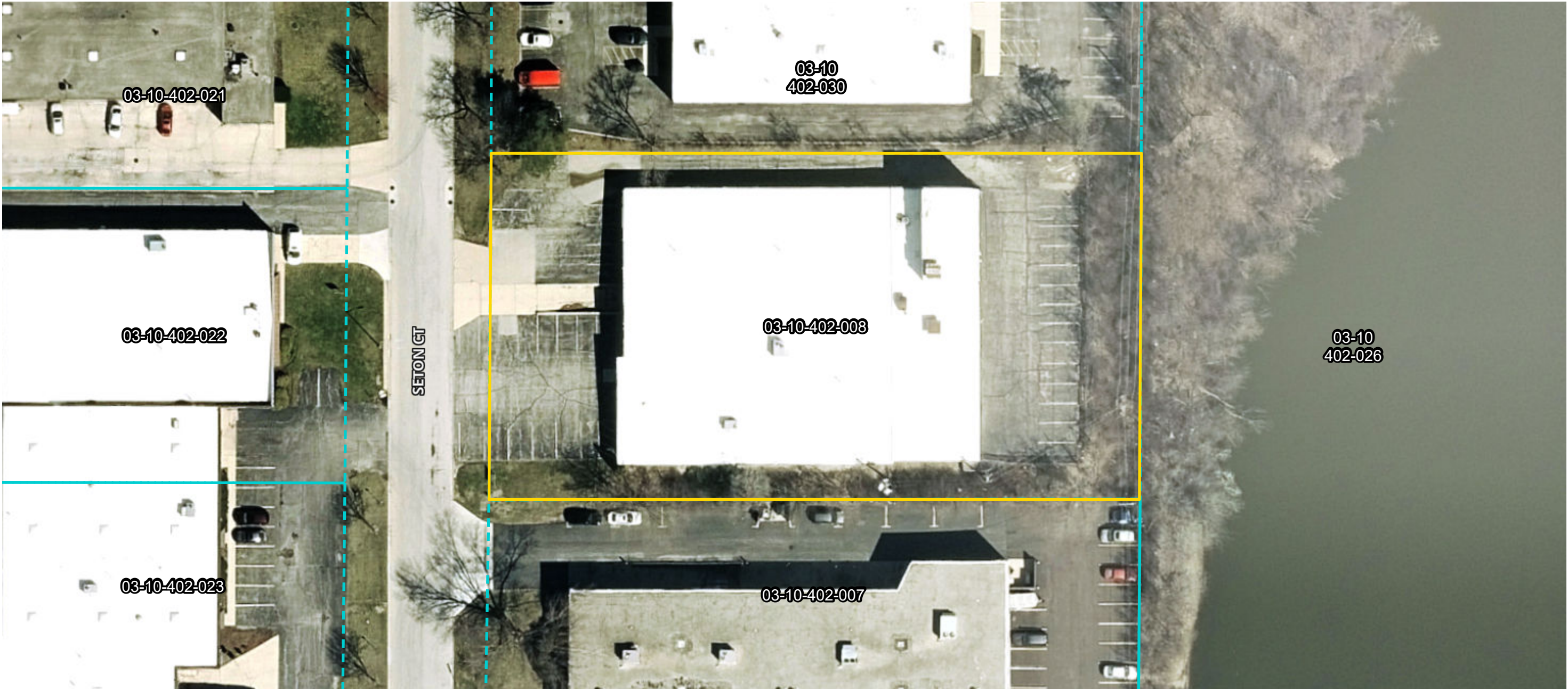
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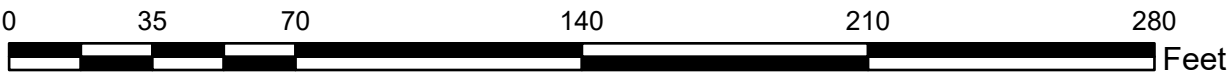






Legend

- Selected Parcels
- Source Parcel
- Parcels Current



Map generated from CookViewer, Cook County’s Parcel Viewer application maintained by the Bureau of Technology’s GIS Division. For parcel and property identification number (PIN) questions, contact the Cook County Clerk’s Office. For property detail and assessment questions, contact the Cook County Assessor’s Office. For property tax bill questions, contact the Cook County Treasurer.

Identification of Persons Having an Interest in the Property

953 Seton Ct
Wheeling, Illinois 60090
PIN: 03-10-402-008-0000

Applicant: SCG Real Estate, LLC or its assignee

Occupant: TBD

The Subject Property currently consists of a 20,206 square foot industrial facility on 47,385 square feet of land. The facility was built in 1975 and features office space, 1 loading dock, 1 drive-in-door, and 32 stalls for car parking in a gated and fenced rear lot. The Subject Property is located 17 minutes from O'Hare International Airport, ±4.2 miles from the north and south interchanges of I-294, and 45 minutes from the Loop. The Subject Property is zoned I-1 Light Industrial District where wholesale business, storage, warehousing, truck terminal, etc. are permitted uses.

**This Document Prepared by and after
Recording Return to:**

James V. Ferolo
Klein, Thorpe, and Jenkins
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

This Space for Recorder's Use Only

CLASS 6b INCENTIVE AGREEMENT
(953 Seton Court, Wheeling, IL 60090)

THIS AGREEMENT is made this ____ day of _____, 2025 ("**Effective Date**") by and between the **VILLAGE OF WHEELING**, an Illinois home rule municipality ("**Village**") and SCG Real Estate LLC or its assignee ("**Applicant**").

SECTION 1. RECITALS.

A. The Applicant is the owner purchaser of that certain real property located at 953 Seton Court, Wheeling, IL 60090, and legally described in **Exhibit 1**, attached to and by this reference made a part of this Agreement ("**Property**").

B. The Property currently contains a vacant, 20,206 SF one-story industrial warehouse building situated on 47,385 square feet of land.

C. On approximately, September 30, 2024, the Property became vacant and has remained vacant ever since.

D. The Applicant intends to file an application for a Class 6b property tax classification ("**Class 6b Classification**") with the Office of the Assessor of Cook County under the Cook County Real Property Assessment Classification Ordinance ("**Application**"). If approved, the Class 6b Classification will reduce the property tax assessment for the Property during a twelve-year period ("**Class 6b Schedule**"). The Applicant intends to invest approximately Two Hundred Thousand and 00/100 Dollars (\$200,000) in construction costs into the vacant building in order to lease the building to a tenant. ("**Proposed Reoccupation**").

E. On _____, 2025, the Village Board adopted Resolution No. _____ supporting and consenting to the Applicant's Application subject to certain conditions, including, without limitation, that Applicant enter into an agreement with the Village to ensure that Applicant completes the Proposed Reoccupation of the Property subject to certain terms and conditions.

F. The Applicant desires to evidence to the Village its agreement to accept and abide by each of the terms, conditions, and limitations set forth herein.

G. The Applicant has represented that "but for" the assistance of a 6b incentive, the Applicant will not purchase the Property.

H. The Village Board has considered this Agreement and determined that it is in the best interest of the Village and the public.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the statutory authority cited above, the parties hereto agree as follows:

SECTION 2. CONDITIONS OF CONSENT AND SUPPORT.

The Village's continuing approval of and consent to the Class 6b Classification for the Property is subject to and contingent upon the satisfaction by the Applicant of the following conditions, restrictions, and provisions:

A. The Applicant will obtain all necessary building and/or construction related permits from the Village for the construction of the Proposed Reoccupation;

B. The Applicant shall apply for construction permits that reflect a cost of construction that is no less than Two Hundred Thousand and 00/100 dollars (\$200,000.00) and said construction shall be completed within one year of approval of from the date that the Village adopts the Wheeling Class 6(B) Resolution;

C. The Applicant shall apply for all necessary permits from all governmental entities having jurisdiction over the construction described under Section 2(B) within two months of the Effective Date of this Agreement. The construction shall commence within three months after the Effective Date of this Agreement and shall be fully completed with a certificate of occupancy (if applicable) no later than one year from the date that the Village adopts a Resolution in support of the Applicant's 6b Application;

D. The Property, during the Class 6b Schedule, shall not be used for any business associated with cannabis;

E. In exchange for the Village's support and consent of a Cook County Class 6b property tax incentive under the Cook County Real Property Classification Ordinance and as a condition of the execution and release of certified copies of the *Resolution Supporting and Consenting to the Real Estate Tax 6b Incentive for 953 Seton Court in the Village of Wheeling, Illinois (SCG Real Estate, LLC)* (the "Resolution"), the Applicant shall secure a lease from a tenant which meets the Village of Wheeling Zoning requirements and Cook County Class 6b qualifications for the property known as 953 Seton Court, Wheeling, Illinois.

F. The Applicant will be issued a Letter in Lieu by the Village upon submission of a completed Class 6b Application Packet and adoption of the Resolution. The Letter in Lieu may be used to inform the Cook County Assessor's Office that the Village of Wheeling is in receipt of the Applicant's request for a Cook County Class 6b property tax incentive and will serve as official notice that the Applicant is eligible for the incentive; however, final approval is not complete until the official Resolution is executed by the Village President and certified copies are released by the Village Clerk. The Resolution will not be executed and released until the Applicant has secured a tenant which meets the Village of Wheeling Zoning requirements and Cook County Class 6b qualifications. Once a tenant has been obtained, the Village will execute and release the Resolution to be filed with Cook County.

G. The Applicant shall apply for construction permits that reflect a cost of construction that is no less than Seventy-Five Thousand and 00/100 dollars (\$75,000.00), and said construction shall be completed with a certificate of occupancy (if applicable) no later than one year from the date that the Village executes and releases the Resolution in accordance with Section 2(F);

H. The Applicant shall apply for all necessary permits from all governmental entities having jurisdiction over the construction described under Section 2(G) within two months from the date that the Village executes and releases the Resolution. The construction shall commence within three months from the date that the Village executes and releases the Resolution;

I. All work performed on the Proposed Reoccupation must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or set forth in the Village Code;

J. This Agreement shall be recorded against PIN 03-10-402-008-0000;

SECTION 3. NO RENEWAL OBLIGATION.

The Applicant acknowledges and agrees that the Village shall have no obligation to support or consent to the extension or renewal of the Class 6b Classification beyond the original Class 6b Schedule.

SECTION 4. VILLAGE'S REMEDIES.

Upon receiving notice of the Applicant's noncompliance with any of the conditions set forth in Section 2 of this Agreement, the Village shall notify the Applicant of the noncompliance. The Applicant shall have ninety (90) days from receipt of written notice of the noncompliance to remedy the noncompliance to the satisfaction of the Village, as determined in the sole discretion of the Village Manager. If the Applicant fails to remedy the

noncompliance within ninety (90) days, the Village Board shall have the right, but not the obligation, to adopt a resolution withdrawing its consent and support to the Class 6b Classification for the Subject Property and to direct the Village Manager to deliver a copy of such resolution to the Office of the Cook County Assessor. In the event the Village Board adopts such a resolution, the Applicant: (a) shall, and does hereby, consent to the Cook County Assessor removing the Class 6b Classification for the Subject Property, and (b) shall deliver such notifications to the Cook County Assessor's Office, and take such other actions as the Village Attorney deems necessary and appropriate to cause the Cook County Assessor to remove the Class 6b Classification.

SECTION 5. REPRESENTATIONS, COVENANTS, AND WARRANTIES.

A. The Applicant represents, warrants, and covenants, as of the date of this Agreement, that:

1. The Applicant is an Illinois corporation duly organized, validly existing, qualified to do business in Illinois;
2. The Applicant has the right, power, and authority to enter, execute, deliver, and perform this Agreement, and the Applicant is in compliance with all relevant codes and ordinances, the failure to comply with which could affect the ability of the Applicant to perform its obligations under this Agreement;
3. The execution, delivery and performance by the Applicant of this Agreement has been duly authorized by all necessary corporate actions, and does not and will not violate its organizational documents, as amended and supplemented, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Applicant is now a party or by which the Applicant is now or may become bound;
4. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting the Applicant which would impair its ability to perform under this Agreement; and
5. The Applicant has sufficient financial and economic resources to implement and complete its obligations under this Agreement. The Applicant has no knowledge of any liabilities, contingent or otherwise, of the Applicant which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

B. The Village of Wheeling. The Village represents, warrants, and agrees as the basis for the undertakings on its part contained in this Agreement that:

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;

2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and
3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Subject Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

SECTION 6. NATURE AND SURVIVAL OF OBLIGATIONS.

The provisions of this Agreement shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by the Village, the Applicant, and any of its respective legal representatives, heirs, grantees, successors, and assigns. Upon execution by both parties and the Applicant's purchase of the Property, the Village is authorized to record this Agreement in the Office of the Cook County Recorder of Deeds.

SECTION 7. TERM.

This Agreement shall be effective from its Effective Date through and until such time as the Subject Property is no longer subject to the Class 6b Classification.

SECTION 8. GENERAL PROVISIONS

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection 8.A, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Village shall be addressed to, and delivered at, the following address:

Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090
Attn: Village Manager

with a copy to:

James V. Ferolo
Klein, Thorpe and Jenkins, Ltd
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to the Applicant shall be addressed to, and delivered at, the following address:

SCG Real Estate, LLC
1030 Courtland Avenue
Park Ridge, IL 60068

With a copy to:

Liston & Tsantilis P.C.
200 South Wacker Drive, Suite 820
Chicago, Illinois 60606
Attn: Keito Ido

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Permitted Delays. The Applicant shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Applicant's control and without the Applicant's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United State government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such causes.

D. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus or any other proceeding, including without limitation, specific performance, enforce or compel the performance of this Agreement: provided, however, that the Applicant agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

E. Attorney's Fees. If any litigation is commenced between the Parties concerning any provision of this Agreement or the rights and duties of any person in relation hereto, the Party prevailing in such litigation (whether through a monetary judgment, injunctive relief or otherwise) shall be entitled, in addition to such other relief as may be granted, to recover from the losing Party all costs and expenses of such litigation, including reasonable attorneys' fees.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

G. Exhibit. Exhibit 1 attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement.

H. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement.

I. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.

J. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

K. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or the Applicant.

L. Business Days. For all purposes of this Agreement, a "**business day**" shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays with the exception of United States and State of Illinois legal holidays.

M. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

VILLAGE OF WHEELING, an
Illinois home rule Municipal
Corporation

By: _____
Jon A. Sfondilis, Village Manager

ATTEST:

By: _____
Its: Kathryn M. Brady, Village Clerk

SCG Real Estate, LLC

By: _____
Scott Gibbel, Owner

ATTEST:

By: _____

Its: _____

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
)

The foregoing instrument was acknowledged before me on _____ day of _____, 2025
by Jon Sfondilis, the Village Manager of the **VILLAGE OF WHEELING**, an Illinois
home rule municipal corporation, and by Kathryn Brady, the Village Clerk of said
municipal corporation.

Signature of Notary

SEAL

My Commission expires: _____

State of Illinois)
) SS
County of Cook)

On _____ 2025, _____, of SCG Real Estate, LLC, which individual is personally known to me, appeared before me and acknowledged that he signed the foregoing instrument for and on behalf of said corporation as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes herein mentioned.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT 2
LIST OF AFFILIATED INDIVIDUALS AND ENTITIES



MEMORANDUM

DATE: November 17, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Amending Title 19, Zoning, of the Wheeling Municipal Code Related to Business and Contractor Related Services [Docket No. PTA25-0002]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

QuickKill Extermination Co., an existing pest management company at 94 Messner Drive, has requested a text amendment to allow Building Maintenance Services as a permitted use within the I-3 District. In coordination with the petitioner, staff is proposing broader text amendments to Title 19 to provide clearer definitions and more consistent regulation of business- and contractor-related services throughout the Village. At its November 5, 2025 meeting, the Plan Commission unanimously recommended approval of this request.

MEMO

QuickKill Extermination Co. at 94 Messner Drive is a pest management company serving residential and commercial clients, classified as "Building Maintenance Services" per the Wheeling Zoning Code. Village staff recently learned that QuickKill has been operating without a business license for several months. The Zoning Code currently prohibits Building Maintenance Services in the I-3 Zoning District where the subject business is located; the subject use is only permitted in the I-1 Zoning District as a special use. To address this, the petitioner has requested a text amendment to allow Building Maintenance Services as a permitted use within the I-3 District.

While evaluating the petitioner's request, Community Development staff recognized that the current Zoning Code does not comprehensively address contractor-related business uses. Therefore, in coordination with the petitioner, staff is proposing broader text amendments to Title 19 to fully remedy zoning regulations centered around such uses.

Currently, the Zoning Code provides for five defined terms for such contractor-related uses, as follows:

- Building Maintenance Service,
- Business Service,
- Contractor's Shop,
- Contractor's Yard, and
- Snow Plow Contractor's Storage Yard.

In reviewing the above terms and associated land use regulations, staff determined that terms can be consolidated and others expanded to align with modern business services.

"Contractor Service" will be a new classification to encompass a variety of businesses previously classified under "Building Maintenance Services" as well as "Contractor's Shop." The new classification would consolidate all contractor-related services/businesses into one term as follows:

"Contractor Service" means an establishment that maintains a permanent business office engaged in providing the following services, and may include the storage and maintenance of equipment and other materials customarily used in

the provision of said services:

1. *Construction-related services on an individual or commercial basis; including but not limited to general contracting, carpentry, mechanical, electrical, plumbing, roofing, masonry, painting, other construction trades, or fabrication excluding Manufacturing (Light, Medium, or Heavy) and Motor Vehicle related establishments.*
2. *Services that support the routine maintenance, cleaning, repair and general upkeep of buildings and property; including but not limited to janitorial and custodial services, pest control, extermination, cleaning/disinfecting services, landscaping and lawn maintenance, carpet and upholstery cleaning, or security and alarm monitoring services.*
3. *Repair, installation, or servicing of commercial-grade equipment, or similar large-scale machinery and equipment, including but not limited to hydraulic systems, electrical systems, printer and copier repair service, medical and dental equipment servicing, telecommunications equipment repair, and point-of-sale system repair, excluding Motor Vehicle (heavy and light) repair facility, body shops, and Household maintenance and repair service.*

Additionally, the defined terms of “Business Services,” “Household Maintenance and Repair Service,” and “Snow Plow Contractor’s Yard” will be updated to ensure consistency, clarity, and alignment within the Zoning Code.

Appendix A Use Table will be updated to align with the updated terms and establish the appropriateness of each land use within the various commercial and industrial zoning districts. The following summarizes the key changes to the Appendix Use Table:

- Since the prior Building Maintenance Services category will no longer be a standalone classification (to be merged into proposed Contractor Service), this classification has been removed from the Use Table.
- The terms Building Maintenance Services, Contractor’s Shop, and Contractor’s Yard will be removed and incorporated into the new Contractor Services definition. Contractor-related businesses will now be a permitted use within the MXI, I-1, I-2, and I-3 Districts.
- Household Maintenance and Repair will remain a permitted use in the B-1, B-3, MXC, and MXT Districts, and will now also be permitted in the B-2 and MXI Districts. Within the I-1 District, this use will change from a special use to a permitted use.
- Snow Plow Contractors will remain a special use in all industrial districts, and will be removed from the MXI and I-4 Districts.
- Tool/Equipment Rental Facilities will be removed from the B-1, B-3, MXC, MXT, and MXI Districts, and will be permitted by special use in the I-1, I-2, and I-3 Districts. Facilities with outdoor display will no longer be permitted in any district.

Additional text amendments to the B-2 and B-3 Commercial Districts Chapters will occur to update the Statement and Intent of each district to align with the proposed changes to the definition of “business services.” In addition, the Off-Street Parking Chapter will be updated to match the modified contractor definitions/terms and to further establish parking requirements to now include company fleet vehicles.

Plan Commission Recommendation

At the November 5, 2025, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PTA25-0002, amending Title 19 – Zoning of the Wheeling Municipal Code, specifically Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), to better regulate business and contractor related services in the Village of Wheeling.

There being seven affirmative votes, the motion was recommended for approval.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board’s consideration to reflect the Commission’s recommendation for the granting of text amendments to modify zoning regulations for business services and contractor-related services.

Attachments

Ordinance – Text Amendment Docket No. PTA25-0002

- Exhibit A - Chapter 19.01 – DEFINITIONS, Subsection 19.01.010 Definitions - Proposed Changes
- Exhibit B - Chapter 19.11 – GENERAL DEVELOPMENT STANDARDS, Section 19.11.010 – Off-street parking and loading., Subsection (e) Parking Standards., Table 19.11.010(e)(1)(c) - Proposed Changes

- Exhibit C - Chapter 19.14 – ORDINANCE ADMINISTRATION, Appendix A – Use Table - Proposed Changes

Staff Report to Plan Commission
Draft Findings of Fact
Certificate of Public Notice

ORDINANCE NO. _____

**ORDINANCE AMENDING TITLE 19, ZONING, OF THE WHEELING MUNICIPAL CODE
RELATED TO BUSINESS AND CONTRACTOR RELATED SERVICES**

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on October 8, 2025, continued to November 5, 2025, duly noticed in the *Daily Herald* on September 23, 2025, to consider text amendments to Title 19, Zoning, 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), of the Wheeling Municipal Code, to improve regulation of business services and contractor related services in the Village of Wheeling; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a recommendation to approve the text amendment, by a vote of 7 ayes and 0 nays, with 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request and approve the zoning code amendments as set forth in this Ordinance;

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

Section A

The above whereas paragraphs set forth above are incorporated by reference into this Section A.

Section B

The Wheeling Municipal Code, Title 19, ZONING, Chapter 19.01 – DEFINITIONS, Section 19.01.010 – Definitions, is hereby amended to replace the defined terms in accordance with **Exhibit A**, attached hereto.

Section C

The Wheeling Municipal Code, Title 19, ZONING, Chapter 19.06 – COMMERCIAL DISTRICTS, Section 19.06.030 – B-2 Neighborhood commercial district., Subsection (a) Statement of Intent., is hereby replaced as follows:

19.06.030 – B-2 Neighborhood commercial district.

- ~~(a) Statement of Intent. The B-2 neighborhood commercial district provides for the development of small shopping centers. The district is generally located at the convergence of secondary arterial or collector thoroughfares and is relatively small in size. In addition to commercial uses, a range of personal service establishments and business service uses, office uses, institutional and public uses, parking facilities, public services and utilities are allowed.~~
- (a) Statement of Intent. The B-2 neighborhood commercial district provides for the development of small shopping centers. The district is generally located at the convergence of secondary arterial or collector thoroughfares and is relatively small in size. In addition to commercial uses, a range of personal service establishments and business

Text Amendments Related to Business & Contractor Related Services

uses, office uses, institutional and public uses, parking facilities, public services and utilities are allowed.

Section D

The Wheeling Municipal Code, Title 19, ZONING, Chapter 19.06 – COMMERCIAL DISTRICTS, Section 19.06.040 - B-3 general commercial and office district., Subsection (a) Statement of Intent., is hereby replaced as follows:

19.06.040 - B-3 General commercial and office district.

~~(a) Statement of Intent. The B-3 general commercial and office district provides for stand-alone buildings housing businesses that satisfy basic shopping and service needs, including those that occur frequently and must, therefore, be located close to residential areas. Compatibility with adjacent uses in site design and use is expected in this district. In addition to commercial uses, a range of personal service establishments and business service uses, office uses, institutional and public uses, parking facilities, public services and utilities are allowed.~~

(a) Statement of Intent. The B-3 general commercial and office district provides for stand-alone buildings housing businesses that satisfy basic shopping and service needs, including those that occur frequently and must, therefore, be located close to residential areas. Compatibility with adjacent uses in site design and use is expected in this district. In addition to commercial uses, a range of personal service establishments and business uses, office uses, institutional and public uses, parking facilities, public services and utilities are allowed.

Section E

The Wheeling Municipal Code, Title 19, ZONING, Chapter 19.11 – GENERAL DEVELOPMENT STANDARDS, Section 19.11.010 – Off-street parking and loading., Subsection (e) Parking Standards., Table 19.11.010(e)(1)(c), is hereby amended to update off-street parking spaces required for each specified use in accordance with **Exhibit B**, attached hereto.

Section F

The Wheeling Municipal Code, Title 19, ZONING, Chapter 19.14 – ORDINANCE ADMINISTRATION, Appendix A – Use Table, is hereby amended to update permitted and special uses in accordance with **Exhibit C**, attached hereto.

Section G

Those chapters, sections, and subsections of Title 19, ZONING, which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Wheeling Municipal Code other than that expressly amended in Sections B, C, D, E and F of this Ordinance.

Section H

If any section, clause or provision of this Ordinance, or any application thereof to any person, property, or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceable provision or application, and to this end the provisions of this Ordinance, are declared to be severable.

Section I

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

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 17th day of November, 2025.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 18th day of November, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

EXHIBIT A

Title 19, ZONING, Chapter 19.01 – DEFINITIONS, Subsection 19.01.010 Definitions, is hereby amended as follows:

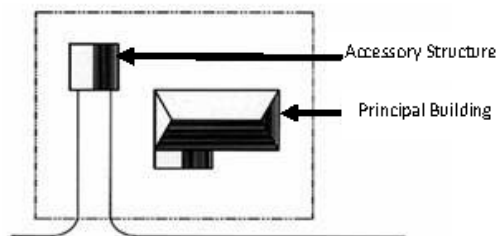
(Additions are shown as **bold underline** text; deletions are shown as ~~stricken-text~~)

19.01.010 Definitions.

For the purpose of this Chapter, certain terms and words are herewith defined as follows: words in the present tense include the future; words in the singular number include the plural, words in the plural number include the singular; the word "building" includes the word "structure" but does not include pole lines and fences; and the word "shall" is mandatory and not directory.

"Accessory structure" means a structure which is subordinate to (including but not limited to smaller in floor area, building bulk and lot coverage) the principal structure and is maintained on the same lot and under the same ownership as a principal structure.

Figure 1: Accessory Structure



"Accessory use" means a use which is subordinate in area, extent, and purpose to the principal use and is clearly incidental to the principal use; and is conducted on the same lot and by the same entity as a principal use.

Acreage, Gross. "Gross acreage" means:

- (a) The total area in acres of a tract of land, including all nonresidential land uses (such as required detention basins, park sites, religious institutions, educational institutions, agricultural uses, governmental uses), and further including the rights-of-way of publicly dedicated streets and all other dedicated public lands required under the Wheeling Municipal Code; and
- (b) Shall expressly exclude all ponds and water surfaces existing on the property prior to development (whether natural or man-made) but shall include detention basins, so long as such detention basins or areas are not presently under water.

Acreage, Net. "Net acreage" means the total acreage of a tract of land that is available for development. "Net acreage" shall exclude detention basins, retention basins, and any land dedicated to public use as a right-of-way or public access easement.

"Adult day service" means a facility that provides daytime meal services, transportation, health monitoring, medication supervision, personal care and recreational/therapeutic activities, for adults who want to remain in the community but who cannot be home alone during the day due to a physical, social and/or mental impairment. Does not include medical office, medical service facility, or nursing home.

Text Amendments Related to Business & Contractor Related Services

Adult Entertainment Establishment. (See "Entertainment Establishment, Adult") means and includes "entertainment establishment, adult" and "retail establishment, adult."

Adult Retail Establishment. (See "Retail Establishment, Adult").

"Airport" means the Chicago Executive Airport located partially in the village of Wheeling, Illinois and partially in the city of Prospect Heights, Illinois, Range 11, East of the Third Principal Meridian, Cook County, Illinois.

"Alley" means a way which affords only a secondary means of access to abutting property.

"Alteration" (see also "Structural Alteration") means any construction which would result in a change in height or lateral dimensions of an existing structure.

"Ambulance service" means a privately owned facility for the dispatch, storage and maintenance of emergency medical care vehicles.

"Animal boarding facility" means an establishment in which more than three dogs or three cats, or any combination thereof, over the age of five months may be kept for boarding, breeding, safekeeping, convalescence, humane disposal, placement, sale or sporting purposes.

"Animal grooming or training facility" means an establishment providing bathing, trimming or training services for domestic animals on a commercial basis. This term includes the boarding of domestic animals for a maximum period of forty-eight hours incidental to the grooming or training services provided.

"Animal hospital/clinic" means an establishment providing medical and surgical treatment of domestic animals, including grooming and boarding for not more than thirty days if incidental to the medical care. This term also includes an animal crematorium.

"Annexed area" means any area of land that has been incorporated into the village of Wheeling resulting in a change of the boundaries of the village.

"Antenna" means equipment used for transmitting or receiving radio frequency signals which is attached to a tower, building or other structure, usually consisting of a series of directional panels, microwave or satellite dishes, or omnidirectional "whip" antennae. Does not include small cell antenna.

"Antenna, small cell" means a personal wireless telecommunications facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Such facilities are regulated in Title 11, Rights-of-Way, Streets, and Sidewalks, of the Wheeling Municipal Code.

"Antenna support structure" means any building, pole, telescoping mast, tower, tripod, or any other structure which supports an antenna.

"Applicant" shall mean, unless otherwise specified, an owner or other person with a legal property interest, including, a subdivider, developer, or other agent of the landowner, who has filed an application for subdivision or development.

"Appurtenance" as used in this Title with reference to mobile homes, anything added to the exterior of a mobile home (with the exception of metal awnings) is an appurtenance.

"Artist studio" means work space for one or more artists or artisans, including the accessory sale of art produced on the premises.

"Assembly hall" means an establishment providing meeting space for social gatherings, including but not limited to wedding receptions, graduation parties and business or retirement functions. This term includes, but is not limited to, a banquet hall, rental hall, nonalcoholic social

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club, nondenominational chapel or a meeting space for a club or membership organization. This term does not include a convention center.

"Bank or other financial institution" means an establishment providing retail banking, credit and mortgage services. This term does not include a currency exchange, a payday loan agency or a title loan agency (see definitions for currency exchange and short-term lending facility).

"Basement" means a story having part but not more than one-half its height below ground line. A basement is counted as a story for the purpose of height regulation if subdivided and used for business.

"Bed and breakfast" means an operator-occupied residence providing accommodations for a charge to the public with no more than five guest rooms for rent and in operation for more than ten nights in a twelve-month period. Breakfast may be provided to the guests only. Bed and breakfast establishments shall not include motels, hotels, boarding houses, or food service establishments.

"Bedroom" means any spaces or room designed for sleeping purposes, whether or not such room or space is open and accessible to other rooms or spaces.

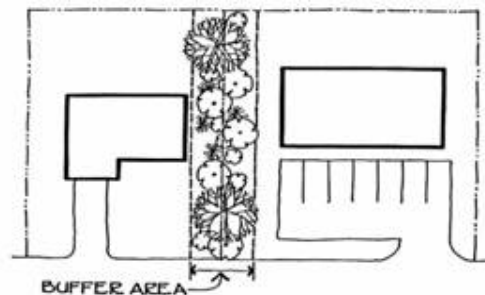
"Board of appeals" means an officially constituted body whose principal duties are to hear appeals, and where appropriate, grant variance from the strict application of the zoning ordinance. This is the short form of the name, village of Wheeling board of zoning appeals. In the village of Wheeling, the plan commission acts as the board of appeals.

"Boardinghouse" means a building other than a hotel where, for compensation, meals, or lodging and meals are provided for more than two but not more than ten persons.

"Broadcasting or recording studio" means an establishment containing one or more broadcasting studios for over-the-air, cable or satellite delivery of radio or television programs, or studios for the audio or video recording or filming of musical performances, radio or television programs or motion pictures. This term does not include a transmission tower.

"Buffer" means open spaces, landscaped areas, fences, walls, berms, or any combination thereof, used to physically separate or screen one use or property from another use or property to visually shield or block noise, light, or other potential nuisances.

Figure 2: Example of a Buffer Between Different Use Types



"Bufferyard" means the space in which required buffering is located. Bufferyard width, design and location are set forth in Section 19.11.020 of this Title.

"Building" means any covered structure built for the support, shelter or enclosure of persons, animals, chattels or movable property of any kind, and which is permanently affixed to the land.

"Building bulk regulations" means restrictions controlling the size of buildings or other structures and the relationship of buildings, structures and uses to each other and to open areas and lot lines. Bulk regulations include restrictions controlling:

- (a) Maximum height;
- (b) Maximum lot coverage;
- (c) Minimum size of yards.

"Building line" means an imaginary line drawn parallel to a straight lot line or tangent to a curved lot line, at the closest point of any principal building or structure on the site.

~~"Building maintenance service" means an establishment providing routine maintenance of buildings. This term includes, but is not limited to, a window washing, building cleaning, pest extermination or disinfecting service.~~

Building, Principal. "Principal building" means a non-accessory building in which the principal use of the lot is conducted.

"Business" means any lawful commercial endeavor to engage in the manufacture, purchase, sale, lease, or exchange of goods and/or services.

"Business offices" means an office, in which only normal clerical functions, or professional services are performed, and specifically eliminating therein the sale, repair, or manufacture of articles for sale either on the premises, or elsewhere.

~~"Business service" means an establishment providing services to business establishments on a fee or contract basis, including, but not limited to, advertising services, business equipment and furniture sales, or rental or protective services. This term includes, but is not limited to, an employment agency, photocopy center, commercial photography studio or mailing service. This term does not include maintenance, repair and office uses such as accounting, advertising, architectural design, city planning, environmental analysis, insurance, interior design, investment, landscape design, law, management consulting, title research and real estate.~~

"Business service" means an establishment providing services, including but not limited to advertising or similar professional services, business equipment and furniture sales, printing and photocopy services, mailing and shipping services, photography studio, or other professional services or activities.

"Cabana" means a room enclosure of traditional construction erected or constructed adjacent to a mobile home for residential use by the occupant of the mobile home.

"Caliper" refers to the diameter of a tree. In nursery-landscape practice, caliper is measured six inches above the ground level up to and including four-inch diameter size, and twelve inches above the ground level for larger sizes.

"Cannabis craft grower" means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure, and package cannabis and perform other necessary activities to make cannabis available for sale at dispensing organizations or use at processing organizations, as defined in the Cannabis Regulation and Tax Act (410 ILCS 705/1), as it may be amended from time-to-time, and regulations promulgated thereunder.

"Cannabis cultivation center" means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, process, transport, and perform other necessary activities to provide cannabis and cannabis-infused products to cannabis business establishments, as defined in the Cannabis Regulation and Tax Act (410 ILCS 705/1), as it may be amended from time-to-time, and regulations promulgated thereunder.

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"Cannabis dispensary" means a facility operated by an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to dispense cannabis for medical use, paraphernalia, and related supplies and educational materials to registered patients, as defined in the Cannabis Regulation and Tax Act (410 ILCS 705/1), as it may be amended from time-to-time, and regulations promulgated thereunder.

"Cannabis infuser" means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to directly incorporate cannabis or cannabis concentrate into a product formulation to produce a cannabis-infused product, as defined in the Cannabis Regulation and Tax Act (410 ILCS 705/1), as it may be amended from time-to-time, and regulations promulgated thereunder.

"Car sharing facility" means a public or private parking stall reserved for the storage of a car sharing vehicle. The configuration of car-sharing facilities is subject to the restrictions of this Title (see Appendix A, Use Table, and Section 19.10.060(k)).

"Car sharing vehicle" means a passenger vehicle, up to eighteen feet in total length, that is owned or leased by a car sharing organization. Such vehicles shall be made available to the members of the car sharing organization, with membership available to the general public.

"Car wash" means an establishment providing washing, waxing or cleaning of light motor vehicles, including access and queuing lanes.

"Caregiver" shall mean the individual directly responsible for the care of the children in a child care service or day care home.

"Catering service" means an establishment providing the processing, assembly and packaging of food into servings for consumption off-premises without provision for on-site pickup or consumption. This term includes, but is not limited to, the preparation of meals by a catering business or by a nonprofit organization operating a meal program.

"Cellar" means a story having more than one-half of its height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

Centerline, Street. "Street centerline" means an imaginary line that is equidistant from the boundaries of the street (alley, runway, etc.) or as otherwise established on the official map.

"Change of use" shall mean any use that substantially differs from the previous use of a building or land in terms of, for example, required parking, landscaping, drainage, and particularly in terms of the new use's overall effect on the surrounding neighborhood and zoning district purpose.

"Chicken coop" means an accessory building providing indoor space for hens to sleep and lay eggs where they are kept safe and secure as licensed pursuant to Section 7.11.010.

"Child care service" means a family home in which care is provided for three or less children for less than twenty-four hours per day. The maximum of three children includes the family's natural, foster, or adopted children and all other persons under the age of twelve. This term includes homes that receive only children from a single household. This term does not include a day care home.

"Clubs and lodges" means a nonprofit association of persons who are bona fide members paying annual dues which owns, hires or leases a building or portion thereof, the use of such premises being restricted to members and their guests. The affairs and management of such "private club or lodge" are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting. It shall be permissible to serve food and meals on such premises provided adequate dining room space and kitchen facilities are

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available. Where properly licensed under existing village ordinance, the consumption of intoxicating beverages by members of such club or lodge or their guests may be permitted.

Collector Street. (See "Street, Collector").

"College" means an educational institution authorized by the state to award baccalaureate or higher degrees, or any campus of the state vocational, technical, and adult education system. This term includes any classroom, laboratory (including crematories for educational and instructional purposes), sporting facility, or office associated with such institution. This term does not include a dormitory.

"Co-location" means the location of wireless telecommunications equipment from more than one provider on a common tower, building or structure.

"Community center" means a building or group of buildings operated by a public or nonprofit group or agency and used for recreational, social, educational or cultural activities.

"Comprehensive plan" means a comprehensive, long-range plan intended to guide the growth and development of the village of Wheeling.

"Compressed natural gas (CNG) fueling station" means a commercial facility dispensing compressed natural gas via means of quick-fill technology to a limited number of third party vehicles whose drivers have been trained and licensed to dispense CNG by the owner of the CNG fueling station pursuant to training and licensing standards approved by the village. Subject to the requirements of the Life Safety Code.

"Concrete/asphalt plant" means a facility for the mixing and crushing and the storage and transporting of raw or recycled aggregate, along with concrete, and liquid asphalt to make asphalt cement concrete (A.C.C.) or concrete for the purpose of sale.

"Condominium" means a building or group of buildings, in which the dwelling units, offices, or floor areas are owned individually, and the structure, common areas, and facilities are owned by all of the owners on a proportional, undivided basis.

"Condominium association" means the community association that administers and maintains the common property and common elements of a condominium.

"Conforming building or structure" means a building, or other structures, which is designed or intended for a conforming use and which complies with all the regulations of this Title, or of any amendment hereto, governing use, lot size, building bulk and off-street parking and loading for the zoning district in which such building or structure is located.

"Conforming use" means any lawful use of a building or lot which complies with the provisions of this Title.

"Construction" means the erection or alteration of any structure either of a permanent or temporary character.

"Contractor service" means an establishment that maintains a permanent business office engaged in providing the following services, and may include the storage and maintenance of equipment and other materials customarily used in the provision of said services:

- (a) Construction-related services on an individual or commercial basis; including but not limited to general contracting, carpentry, mechanical, electrical, plumbing, roofing, masonry, painting, other construction trades, or fabrication excluding Manufacturing (Light, Medium, or Heavy) and Motor Vehicle related establishments.**

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- (b) Services that support the routine maintenance, cleaning, repair and general upkeep of buildings and property; including but not limited to janitorial and custodial services, pest control, extermination, cleaning/disinfecting services, landscaping and lawn maintenance, carpet and upholstery cleaning, or security and alarm monitoring services.
- (c) Repair, installation, or servicing of commercial grade equipment, or similar large scale machinery and equipment, including but not limited to hydraulic systems, electrical systems, printer and copier repair service, medical and dental equipment servicing, telecommunications equipment repair, and point-of-sale system repair, excluding Motor Vehicle (heavy and light) repair facility, body shops, and Household maintenance and repair service.

~~"Contractor's shop" means an establishment used for the indoor repair, maintenance or storage of a contractor's vehicles, equipment or materials, and may include the contractor's business office.~~

"Contractor" see "Contractor service".

~~"Contractor's yard" means an establishment used for the outdoor storage of a contractor's vehicles, equipment or materials.~~

"Convenience store" means any retail establishment offering for sale prepackaged food products, household items, sundry items, and other goods commonly associated with the same, and which may also sell gasoline; operated primarily for the convenience of the motoring public, walk-in shopper, or someone purchasing a few items.

"Convention and exposition center" means a commercial facility used for assemblies or meetings of the members or representatives of groups, including exhibition space. This term does not include banquet halls, clubs, lodges or other meeting facilities of private or nonprofit groups that are primarily used by group members.

Corner Lot. (See "Lot, Corner").

"Cultural institution" means a nonprofit institution that displays or preserves objects of interest to the arts or sciences. This term includes, but is not limited to, a museum, art gallery, aquarium or planetarium.

"Curb line" means the line that is represented by the back of the curb.

"Currency exchange" means any entity, except a bank, trust company, savings bank, savings and loan association, credit union, or industrial loan and thrift company, engaged in the business of cashing checks, drafts, money orders, or travelers' checks for a fee. A person who provides these services incidental to the person's primary business is not included in the definition if the charge for cashing a check or draft does not exceed one dollar or one percent of the value of the check or draft, whichever is greater.

"Day care center" means an establishment in which the operator is provided with compensation in return for providing one or more individuals with care for less than twenty-four hours at a time. The term includes, but is not limited to, a day nursery, nursery school, or other supplemental care facility. This term does not include a family day care home or adult day care center (see "Adult day services").

"Day care home" means a family home which receives more than three up to a maximum of eight children for less than twenty-four hours per day. The number counted includes the family's natural, foster, or adopted children and all other persons under the age of twelve. The term does not include facilities which receive only children from a single household.

"Deck" means an unenclosed exterior structure which is attached or adjacent to the exterior wall of a building, which has a floor but no roof.

"Density" means the numerical value obtained by dividing the total number of dwelling units in a development by the gross acreage of the actual tract of land upon which the dwelling units are to be located.

"Developable area" means the total area of a parcel or group of parcels, minus any undevelopable areas including wetlands, floodplains, steep slopes, or other natural resource areas.

"Developer's agreement" means an agreement by a developer with the village that clearly establishes the developer's responsibility regarding project phasing, the provision of public and private facilities, improvements and any other mutually agreed upon terms and requirements.

"Developmental disability" means a physical or mental impairment which substantially limits one or more of a person's major life activities, impairs their ability to live independently, or a record of having such impairment, but such term does not include current use of, nor addiction to, a controlled substance.

"District" means a portion of the territory of the village of Wheeling within which certain uniform regulations and requirements, or various combinations thereof, apply under the provisions of this Title.

"Donation box" means a freestanding accessory structure, container, receptacle, or similar device that is used for soliciting and collecting donations of clothing or other salvageable personal property. This term excludes any unattended donation boxes located within a building.

Double Frontage Lot. (See "Lot, Double Frontage").

"Drive-through facility" means a facility which is used for dispensing services or products to customers in motor vehicles. Such facility may require access lanes, signing, lighting and audio systems. This term does not include a drive-in theater.

"Driveway" means that portion of a lot paved with asphalt, concrete, or other surface approved by the village, used for the purpose of parking, ingress and egress to a carport, garage, parking area, or loading and unloading area for vehicles.

"Dry cleaning establishment" means an establishment which launders or dry cleans articles dropped-off on the premises directly by the customer or where articles are dropped-off, sorted and picked up but where laundering or cleaning is done elsewhere.

Dwelling, Duplex. (See "Dwelling, two-family").

Dwelling, Multiple-Family. "Multiple-family dwelling" means a building containing three or more dwelling units whose residents live independently of one another.

Figure 3: Examples of Multiple-Family Dwelling

Figure 3a: Quadruplex



Figure 3b: Townhouse



Figure 3c: Coach House or Manor Home



Figure 3d: Condominiums or Apartments



Dwelling, Single-Family. "Single-family dwelling" means a building containing one dwelling unit only.

Figure 4: Example of Single-Family Dwelling



Dwelling, Two-Family. "Two-family dwelling" means a building designed for or occupied exclusively by two families living independently of one another.

Figure 5: Example of Two-Family Dwelling



"Dwelling unit" means a structure or portion thereof designed and built as a complete, self-sufficient living facility for one family, including permanent provisions for sleeping, eating, cooking and sanitation. Units in a hotel or motel are not to be counted as dwelling units.

"Easement" means a grant by a property owner to allow use by the public, a corporation, or persons for specific purposes such as the construction, maintenance, and repair of utilities, drainageways and roadways.

"Egress" means an exit.

"Electric vehicle" means any vehicle that operates, either partially or exclusively, on electrical energy that is stored on the vehicle.

"Electric vehicle charging station" means a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle. Subject to the regulations described in Section 19.10.060(l).

"Elevation (distance)" means a vertical distance above or below a fixed reference level.

"Elevation (drawing)" means a fully dimensioned drawing of the front, rear, or side of a building or other structure showing features such as windows, doors, and the relationship of the grade to the floor level.

"Entertainment establishment" means an establishment that features the viewing of or participation in activities other than eating or drinking that become a primary function of the business more than ten times in a calendar [year]. Activities could include, but are not limited to, dancing, performances, or any event that draws a large number of people. Includes venues specifically designed for entertainment as well as establishments, such as restaurants or taverns, that serve a different function during most operating hours.

Entertainment Establishment, Adult. "Adult entertainment establishment" means an establishment providing nude dancing or other live or recorded performances that depict, describe or relate to specified sexual activities as defined herein.

Entertainment, Incidental. "Incidental entertainment" means the viewing of or participation in activities, other than eating or drinking, that is incidental to the primary function of the business. Incidental entertainment may include, but is not limited to, live or recorded background music.

"FAA" means the Federal Aviation Administration of the United States government.

"Facade" means the exterior wall of a building that is exposed to the public view or the wall viewed by persons not in the building.

"Family" means:

- (a) An individual or two or more persons related by blood, marriage, domestic partnership, or adoption, and including not more than two boarders or lodgers, living together as a single housekeeping unit in a dwelling unit, or
- (b) A group of not more than four persons who need not be related by blood, marriage, or adoption, living together as a single housekeeping unit; plus, in either case; or
- (c) A group of not more than eight persons with developmental disabilities who need not be related by blood, marriage, or adoption, living together as a single housekeeping unit in a dwelling unit; plus in all cases, usual domestic servants or attendant support staff. In all cases, shall be located a minimum of one-eighth mile from any other similar housekeeping unit.

"Farmers' market" means a designated area where, on designated days and times, growers and producers may sell directly to the public, in accordance with the village regulations within Title 4, Taxes, Business Regulations, and Licenses, and Title 5, Health and Sanitation, of the Wheeling Municipal Code.

"Fence" means a structure which is a barrier and is used for purposes of privacy, protection or confinement.

"Fence, decorative" means any fence having a regular pattern that has more than thirty percent of the surface open and unobstructed to vision, light and air, when viewed perpendicular to the plane of the fence and intended primarily for aesthetic purposes.

"Fence, solid" means any fence having a regular pattern that has less than thirty percent of the surface open and unobstructed to vision, light and air, when viewed perpendicular to the plane of the fence and intended primarily for privacy or security purposes.

"Flea market" means a building or open area in which stalls or sales areas are set aside, rented or otherwise provided and which are intended for use by various individuals to sell articles that are, but not necessarily limited to, homemade, homegrown, handcrafted, old, obsolete or antique and may include the selling of goods at retail by businesses or individuals who are generally engaged in retail trade.

"Floor area" for the purpose of determining the number of required off-street parking spaces and loading berths, means the sum of the gross horizontal areas of the several floors of the building, or portion thereof, which are:

- (a) Devoted to the principal use of the premises, including accessory storage areas located within selling or working space such as counters, racks or closets;
- (b) Any basement floor area devoted to retailing activities; and
- (c) Floor area devoted to the production or processing of goods, or to business or professional offices. For this purpose, floor area shall not include:
 - (1) Floor area devoted primarily to storage purposes (except as otherwise noted herein),
 - (2) Floor area devoted to off-street parking or loading facilities, including aisles, ramps and maneuvering space, or
 - (3) Basement floor area other than area devoted to retailing activities, to the production or processing of goods, or to business or professional offices;
- (d) Ground floor area, in the case of a single-family detached dwelling or a two-family dwelling, shall be measured from outside wall to outside wall and shall include utility

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areas, but should not include garage areas or utilities accessible only from the outside of the main dwelling area;

- (e) Floor area shall be measured in multiple dwellings from inside wall to inside wall in all private living spaces, and shall not include public halls or utility areas other than closets and other similar storage spaces.

Front Lot Line. (See "Lot Line, Front").

Front of Corner Lot. (See "Lot, Front of Corner").

"Frontage" means all of the property abutting on a street measured along the street line.

"Funeral home" means an establishment providing services involving the care, preparation or disposition of human dead. This term includes mortuaries but not crematoriums.

"Furniture and appliance rental and leasing" means an establishment providing the rental or leasing of furniture, electronics, small appliances, major appliances or other household items. This term includes incidental storage and maintenance of such items.

"Gaming establishment" means an establishment at which gambling activities, pursuant to the state of Illinois regulations, are the primary business conducted on the premises. This term does not include a tavern, restaurant, or entertainment establishment as defined herein.

Garage, Private. "Private garage" means an accessory building or a portion of the principal building used for vehicular storage only and subject to the following limitations:

- (a) A private garage may house no more than one commercial vehicle;
- (b) Space may be rented for not more than one vehicle other than those belonging to the owner(s) or occupant(s) of the principal building;
- (c) The owner(s) or occupant(s) of the private garage may use it for personal vehicle service but may not use it as a place of employment for performing repairs on vehicles other than those belonging to the owner(s) or occupant(s) of the principal building.

Garage, Storage. "Storage garage" means a building or portion thereof, other than a private garage, used exclusively for parking or temporary storage of self-propelled vehicles.

"Garden supply or landscaping center" means an establishment providing the retail sale of plants and the sale or rental of garden and landscape materials and equipment. This term includes outdoor storage of plants, materials or equipment.

"Gas station" means an establishment providing retail sale of fuel for motor vehicles, but not motor vehicle maintenance or repair work on the premises. This term includes accessory retail sales, commonly referred to as a convenience store, but does not include a fast food restaurant.

General Office. (See "Office, General").

General Retail Establishment. (See "Retail Establishment, General").

Government Office. (See "Office, Government").

Gross Acreage. (See "Acreage, Gross").

"Ground transportation service" means an establishment providing the storage, maintenance or dispatching of:

- (a) Public passenger vehicles;
- (b) Vehicles licensed or otherwise regulated as human service vehicles by the state of Illinois and used for the transportation of elderly or handicapped persons;

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- (c) School buses;
- (d) Tow trucks.

Ground Transportation Service, Dispatch Office. "Dispatch office of ground transportation service" means an establishment providing the dispatch office or administration office for a fleet of:

- (a) Public passenger vehicles;
- (b) Vehicles licensed or otherwise regulated as human service vehicles by the state of Illinois and used for the transportation of elderly or handicapped persons;
- (c) School buses;
- (d) Tow trucks.

This term does not include a small or large ground transportation service.

Ground Transportation Service, Large. "Large ground transportation service" means an establishment providing the storage, maintenance or dispatching of:

- (a) Public passenger vehicles;
- (b) Vehicles licensed or otherwise regulated as human service vehicles by the state of Illinois and used for the transportation of elderly or handicapped persons;
- (c) School buses;
- (d) Tow trucks.

Ground Transportation Service, Small. "Small ground transportation service" means an establishment providing the storage or dispatching of:

- (a) Public passenger vehicles;
- (b) Vehicles licensed or otherwise regulated as human service vehicles by the state of Illinois and used for the transportation of elderly or handicapped persons;
- (c) School buses.

Vehicle storage is limited to operable and licensed vehicles only. This term applies to establishments with a maximum fleet size of six vehicles with a maximum length of twenty-four feet.

"Health clinic" means a group of associated offices for four or more physical or mental health care professionals who provide specialized diagnostic, testing, physical therapy or treatment services, including clerical and administrative services, to persons for periods of less than twenty-four hours. This term includes urgent care clinics and does not include a medical office or hospital.

"Health Club" means an establishment that allows members to use equipment and facilities for exercising and improving physical fitness. For facilities accommodating twelve or fewer persons, see "Recreational and Instructional Facility—Small."

Height, Building. "Building height" means the vertical distance measured from the average grade at the front wall of a building to:

- (a) The highest point of the coping of a flat roof;
- (b) The deck line of a mansard roof;
- (c) The mean height level between eaves and ridge for gable, hip or gambrel roofs.

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Home Day care. (See "Day care home").

"Home improvement center" means an establishment providing the sale or rental of building supplies, construction equipment or home decorating fixtures and accessories. This term includes a lumber yard or a contractors' building supply business and may include outdoor storage or tool and equipment sales or rental. This term does not include an establishment devoted exclusively to retail sales of paint, wallpaper or hardware or activities classified under vehicle/equipment sales and services, including vehicle towing services.

"Home occupation" means any use of a dwelling unit or residence for the operation of any business or commercial, mercantile or industrial activity or enterprise.

"Hospital" means a state-licensed institution providing primary health services and medical, psychiatric, or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity and other physical or mental conditions, and, as an integral part of the institution, related accessory uses or facilities, including, but not limited to, laboratories, central service facilities for inpatient or outpatient treatment, as well as training, research and administrative services for patients and employees. Also included are health services and care, and services and functions which support health services and care, which are shared with other hospitals or other health care providers.

"Hotel" means an establishment in which at least five rooms or units or at least seventy percent of the accommodations whichever is greater, are regularly used or available for occupancy for periods of less than thirty days or are available for more than thirty days but are not the primary residences of the occupants. This classification includes, but is not limited to, a motor lodge, motel or extended-stay hotel.

~~"Household maintenance and repair service" means an establishment providing the repair or servicing of household goods furniture, appliances or lawn and garden equipment.~~

"Household maintenance and repair service" means an establishment providing the repair, installation, or servicing of household goods, including but not limited to furniture, appliances, electronics, or lawn and garden equipment.

"Impervious surface" means any hard surfaced man-made area that does not readily absorb or retain water including, but not limited to, building roofs, parking and driveway areas, graveled areas, sidewalks, bicycle paths, and any other paved or concrete surfaces.

"Indoor sales area," for the purpose of calculating outdoor display area, means and includes all areas that are open to the general public without a staff escort, for the display of merchandise and discussion of business matters related thereto.

"Junk" means used machinery, scrap, iron, steel, other ferrous and nonferrous metals, tools, implements or portions thereof, glass, plastic, building materials, furniture, or other waste that has been abandoned from its original use and may be used again in its present or in a new form.

"Landing area" means the area of the airport used for the landing, taking off or taxiing of aircraft.

"Landscape screen" means the use of natural vegetation, such as shrubs, hedges, conifers and similar plantings intended to achieve the effects of a fence.

"Landscaped island" means a landscaped area defined by a curb and surrounded by paving on all sides.

"Landscaped peninsula" means a landscaped area defined by a curb and surrounded by paving on at least two sides.

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"Laundromat" means an establishment providing washing, drying or dry cleaning machines on the premises for rental use to the general public for laundering or dry cleaning purposes.

"Library" means a public, nonprofit facility in which literary, musical, artistic or reference materials such as, but not limited to, books, manuscripts, computers, recordings or films are kept for use by or loaning to patrons of the facility, but are not normally offered for sale except on an incidental basis.

Liquor Store, Packaged. "Packaged liquor store" means a retail store that sells alcoholic beverages for off-premises consumption. Refers to multiple classes of liquor license, some of which are considered a principal use and some of which are considered an accessory use.

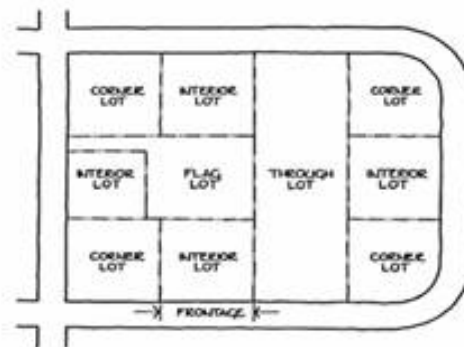
Loading, Off-Street. "Off-street loading" means an area or space that is accessible from a street, alley or way, whether in a building or on a lot, that is set aside for the exclusive use of trucks or other vehicles while loading or unloading merchandise or materials.

"Lodginghouse" means a building where lodging only is provided for compensation to more than two but not more than ten persons.

"Lot" means a parcel of land that is designated by its owner or developer at the time of applying for a zoning certificate (or, if no zoning certificate is required, at the time of applying for an occupancy certificate) as a tract, all of which is to be used, developed, or built upon as a unit under single ownership. So long as it satisfies the requirements of this Title, such lot may consist of:

- (a) A single lot of record; or
- (b) A combination of complete lots of record and portions of lots of record, or of portions of lots of record only.

Figure 6: Types of Lots



"Lot area" means the area of a horizontal plane bounded by the front, side and rear lot lines, but not including any area occupied by the waters of a duly recorded lake, river or stream.

"Lot depth" means the mean horizontal distance between the front lot line and the rear lot line of a lot, measured within the lot boundary.

Figure 7: Measuring Lot Depth



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Lot, Corner. "Corner lot" means a lot abutting two or more streets at their intersection. The minimum rear yard requirement shall be applied to the yard opposite the front yard having the least width.

Lot, Double Frontage. "Double frontage lot" means a lot having frontage on two nonintersecting streets.

Lot, Front of Corner. "Front of corner lot" means the side of the lot having the least dimension. If both sides are the same dimensions, the owner shall, at the time he applies for a zoning permit under this Title, choose the street which the lot shall be deemed to front upon.

Lot Line, Front. "Front lot line" means the boundary of a lot which is along an existing or dedicated public street, or, where no public street exists, is along a public way.

Lot Line, Rear. "Rear lot line" means the lot line opposite to and most distant from the front lot line. In the case of an irregular, triangular or gore-shaped lot, the rear lot line shall be an imaginary line, parallel to and farthest from the front lot line, not less than ten feet long and wholly within the lot. In cases where neither of these definitions are applicable, the zoning administrator shall designate the rear lot line.

Lot Line, Side. "Side lot line" means any boundary of a lot which is not a front lot line or a rear lot line.

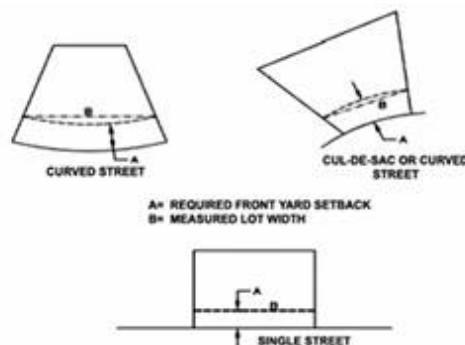
"Lot of record" means a lot which is part of a subdivision, the plat of which has been recorded in the office of the recorder of deeds of Cook or Lake County, or a parcel of land, the deed to which was recorded in the office of such recorder prior to the effective date of the ordinance codified in this Chapter.

"Lot size requirements" mean restrictions controlling the minimum area and minimum width of lots and the density of residential development in terms of dwelling units per acre.

Lot, Through. (See "Lot, Double Frontage").

"Lot width" means the distance between side lot lines measured at the front building setback line along the chord.

Figure 8: Lot Width along the Chord



Manufacturing, Heavy. "Heavy manufacturing" means an establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials or the bulk storage and handling of such products and materials, where such activity involves the use or production of explosives, highly flammable liquids or gases, or toxic or hazardous materials or produces toxic, hazardous or noxious odors, fumes or dust.

Manufacturing, Light. "Light manufacturing" means an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts

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or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes, but is not limited to, a business engaged in the processing, fabrication, assembly, treatment or packaging of food, beverages, alcoholic beverages, textile, leather, wood, paper, chemical, plastic or metal products, but does not include basic industrial processing from raw materials.

Manufacturing, Medium. "Medium manufacturing" means an establishment engaged in manufacturing, assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials or the bulk storage and handling of such products and materials, or an industrial establishment having potential to produce noise, dust, glare, odors or vibration beyond its property line. This term includes, but is not limited to:

- Chemical manufacturing;
- Stonework or concrete product manufacturing;
- Fabrication of metal products;
- Manufacturing of agricultural, construction or mining machinery;
- Motor vehicle manufacturing;
- Lumber milling;
- Ship or boat construction.

"Massage Establishment" means an establishment with a fixed location which, as its principal use, provides massage and/or massage therapy services as defined in Title 4, Taxes, Business Regulations, and Licenses, of the Wheeling Municipal Code, Section 4.74.010.

"Massage Establishment, Accessory Use" means an establishment such as a medical office, athletic training facility, or personal service establishment, which provides massage and/or massage therapy services as defined in Title 4, Taxes, Business Regulations, and Licenses, of the Wheeling Municipal Code, Section 4.74.010, as accessory to the principal function of the business.

"Mast" means the portion of the outside antenna system to which the antenna is attached, and the support or extension required to elevate the antenna to a height deemed necessary for adequate operation.

"Medical office" means an establishment that provides diagnostic and outpatient medical care on a routine basis, but does not provide inpatient care or procedures. Such facility may be staffed by up to three doctors, dentists, ophthalmologists, optometrists, chiropractors, physical therapists or similar practitioners licensed for practice by the state. This term includes a medical or dental laboratory incidental to the medical office use. See also "health clinic."

"Medical research laboratory" means an establishment providing medical or dental laboratory services or photographic, analytical or testing services for medical or medical research purposes. This term does not include a research and development facility that primarily serves an educational or industrial establishment.

"Medical service facility" means an establishment operated such that physicians are present during less than fifty percent of normal business hours and which provides medical services for the specialized diagnosis, testing and treatment of alcoholism, chemical substance abuse, mental illness or sexually transmitted diseases. This term includes, but is not limited to, a facility offering methadone treatment programs, a prison parole or probation drug treatment distribution center, or a facility where components of human blood are removed and purchased for use in research or the manufacture of consumer or industrial products.

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"Medical use of cannabis" means, as defined in the Compassionate Use of Medical Cannabis Program Act (410 ILCS 130/1) the acquisition, administration, delivery, possession, transfer, transportation, or use of cannabis to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the patient's debilitating medical condition, as it may be amended from time-to-time, and regulations promulgated thereunder.

"Mitigation plan" means a strategy developed by the property owner and community development staff, and approved by the zoning administrator, to alleviate or mitigate any negative impacts of the use on surrounding properties.

"Mixed use" means a tract of land, building(s) or structure(s) developed for two or more complementary and integrated uses such as, but not limited to, residential, office, manufacturing, retail, public or entertainment.

"Mixed-waste processing facility" means an establishment engaged in the processing, separating and sorting of recyclable materials from nonhazardous waste streams or from commingled consumer recyclable materials, such as paper, plastics, beverage cans or household metals.

"Mobile home" means a structure equipped for use as a single-family dwelling unit suitable for year-round occupancy and containing water supply, waste disposal and electrical facilities. It is designed for transportation on its own wheels, or on a flatbed, or on other trailers, to arrive at a site to be occupied as a dwelling complete and ready for occupancy except for hooking up to local utility connections, but is not self-propelled.

"Mobile home development" means a parcel of land where two or more mobile homes are occupied or intended to be occupied as residences.

"Mobile home development owner" means the legal and beneficial owners of the real property on which the mobile home park is situated and any person who manages or controls the mobile home park, collectively.

Motor Vehicle, Heavy. "Heavy motor vehicle" means any construction or agricultural equipment, van used for commercial purposes, truck used for commercial purposes or having a cargo capacity or more than one and one-half tons, boat exceeding twenty feet in length or recreational vehicle exceeding three tons in weight, twenty feet in length or having more than six wheels.

"Motor vehicle (heavy) body shop" means an establishment providing the repair or rebuilding of heavy motor vehicle bodies by the replacement, smoothing, sanding or painting of the exterior surfaces of such vehicles within an enclosed building.

Motor Vehicle (Heavy) Parking Lot, Accessory Use. "Accessory use motor vehicle (heavy) parking lot" means surface parking spaces for heavy motor vehicles, along with adjacent access drives and aisles, where the parking spaces are not located in a structure and the parking of such vehicles is not the principal use of the premises. This term does not include commercial parking operations, which are a principal use, or parking lots that are used exclusively for the parking of light motor vehicles.

"Motor vehicle (heavy) outdoor storage" means the outdoor storage of operable heavy motor vehicles for more than forty-eight hours. This term does not include a surface parking lot, material reclamation facility, outdoor salvage operation or outdoor storage facility. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

"Motor vehicle (heavy) rental facility" means an establishment where contracts are prepared or reservations accepted for the rental or leasing of heavy motor vehicles. This term includes incidental storage of vehicles, but does not include on-premise maintenance of vehicles or a

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tool/equipment rental facility. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

"Motor vehicle (heavy) repair facility" means an establishment providing the repair or servicing of heavy motor vehicles, including the sale, installation and servicing of related equipment and parts, where all such work is performed within an enclosed building. This term includes, but is not limited to, the repair or servicing of batteries, tires, mufflers, brakes, shocks, transmissions, engines or upholstery. This term does not include vehicle dismantling or salvage, tire retreading or recapping, or body bumping and painting.

"Motor vehicle (heavy) sales facility" means an establishment providing retail sale of heavy motor vehicles, including incidental storage and maintenance.

Motor Vehicle, Light. "Light motor vehicle" means any motor vehicle used primarily for recreational or personal purposes not exceeding twenty feet in length or having more than six wheels; including but not limited to: an automobile, van, sports-utility vehicle, truck with a cargo capacity of one and one-half tons or less, motorcycle, or boat but not including recreational vehicles as herein defined.

"Motor vehicle (light) body shop" means an establishment providing the repair or rebuilding of light motor vehicle bodies by the replacement, smoothing, sanding or painting of the exterior surfaces of such vehicles within an enclosed building.

"Motor vehicle (light) custom shop" means an establishment providing customization of motor vehicles within an enclosed building; including but not limited to: wheel repair, powder coatings, vinyl wrappings, window tinting, audio/video systems installation, and similar customizing operations to light motor vehicles. This term does not include motor vehicle body shop (heavy and light) or motor vehicle repair facility (heavy and light) operations, vehicle dismantling or salvage, tire retreading or recapping, or body bumping and painting.

"Motor vehicle (light) outdoor storage" means the outdoor storage of operable light motor vehicles for more than forty-eight hours. This term does not include a surface parking lot, material reclamation facility, outdoor salvage operation or outdoor storage facility. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

"Motor vehicle (light) rental facility" means an establishment where contracts are prepared or reservations accepted for the rental or leasing of light motor vehicles. This term includes incidental storage of vehicles, but does not include on-premises maintenance of vehicles or a tool/equipment rental facility. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

"Motor vehicle (light) repair facility" means an establishment providing the repair or servicing of light motor vehicles, including the sale, installation and servicing of related equipment and parts, where all such work is performed within an enclosed building. This term includes, but is not limited to: oil changes and vehicle lubrication; the repair or servicing of batteries, tires, mufflers, brakes, shocks, transmissions, engines or upholstery. This term does not include vehicle dismantling or salvage, tire retreading or recapping, or body bumping and painting.

"Motor vehicle (light) sales facility" means an establishment providing wholesale and retail sale of light motor vehicles, including incidental storage and maintenance.

Motor Vehicle (Light) Sales Facility, Fully Enclosed. "Fully enclosed motor vehicle (light) sales facility" means an establishment providing for the indoor wholesale and retail sale of light motor vehicles, including incidental storage and maintenance. Limited to a maximum of ten vehicles at a given time.

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"Motor vehicle transport facility" means an establishment providing for the storage, packaging, distribution, and transportation of motor vehicles by rail or by truck. This term does not include motor vehicle sales.

Multiple-family Dwelling. (See "Dwelling, Multiple-family").

"New development" means any proposed use of vacant land or cleared land for the purposes of constructing a new building.

"Nightclub" means a restaurant or tavern, as defined herein, that is open later than 10:00 p.m., has an occupancy load of fifty or more persons, provides entertainment as defined herein, requires a cover charge, minimum drink order, or similar entry fee more than ten times per calendar year, or derives less than fifty percent of its revenue from the sale of food items.

"Nonconforming building or structure" means a building or structure which does not comply with the lot size requirements and building bulk regulations of this Title or of any amendment thereto.

"Nonconforming use" means a use of land, buildings or structures for a purpose or use which is not permitted by the regulations and restrictions applicable in the district in which the land, building or structure is located.

"Nonprecision instrument runway" means a runway having an established instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in, nonprecision instrument approach procedure has been approved or planned.

"Noxious matter" means material which is capable of causing injury to living organisms by chemical reaction or is capable of causing detrimental effects on the physical or economic well-being of individuals.

"Nursery" means any building or lot, or portion thereof, used for the cultivation or growing of plants and all accessory buildings.

"Nursing home" means a facility providing twenty-four-hour skilled nursing care to at least three unrelated persons, including convalescent hospitals but not including hospitals, clinics, or similar institutions devoted primarily to the diagnosis and treatment of disease or injury, maternity cases, or mental illness.

Office, General. "General office" means use of a building for business, professional or administrative offices. A general office is characterized by a low proportion of vehicle trips attributable to visitors or clients in relationship to employees. Examples include, but are not limited to, offices of firms or organizations providing architectural, computer software consulting, data management, engineering, interior design, graphic design, real estate, insurance, investment or legal services. This term does not include a bank or other financial institution or the office of a physician, dentist, optometrist or chiropractor.

Office, Government. "Government office" means an administrative, clerical or public contact office of a government agency, including a postal facility, together with incidental storage and maintenance of the agency's vehicles.

On-Street Parking. (See "Parking, On-Street").

"Open space" means the area of a lot that is not covered by buildings or impervious surface including, but not limited to, grass, landscaping, gardens or land preserved in a natural state. For the purpose of this Title, open space shall not include areas improved with Grasscrete™ or any other semi-pervious concrete surface nor shall it include extensive growth roofing or "green" roofing.

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"Outdoor display area" means and includes all areas where vehicles or other merchandise are stored, except those areas which are fully enclosed by a walled building or fencing and landscaping sufficient to fully screen them from view.

"Outdoor merchandise sales" mean retail sale of produce, other foodstuffs or other products, primarily outside an enclosed structure, for more than sixteen days in any calendar year. This term shall not include a motor vehicle sales facility, garden supply or landscaping center, lumber yard, building supply or home improvement center, Christmas tree lot, farmers' market, or sidewalk sales as defined herein.

Outdoor Storage. (See "Storage, Outdoor").

"Owner" means a person other than a lienholder holding legal title to the property.

Parking, On-Street. "On-street parking" means the storage space for a vehicle that is located within the street right-of-way.

Parking, Off-Street. "Off-street parking" means an area or space, accessible from the street, alley or way, whether in a building or on a lot, that is set aside for the exclusive use of the parking of automobiles and other vehicles.

Parking Lot, Accessory Use. "Accessory use parking lot" means surface parking spaces for five or more light motor vehicles, adjacent access drives and aisles, where the parking spaces are not located in a structure and the parking of motor vehicles is not the principal use of the premises. This term does not include commercial parking operations, which shall be considered a principal use, or the parking of heavy motor vehicles. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

Parking Lot, Principal Use. "Principal use parking lot" means surface parking spaces for five or more light motor vehicles, and adjacent access drives and aisles, where the parking spaces are not located in a structure and the parking of motor vehicles is the principal use of the premises. This term includes both commercial parking operations and private surface parking lots, but does not include the parking of heavy motor vehicles. Screening shall be provided in accordance with the provisions of Section 19.10.070(b)(7)(B) of this Title.

"Parking pad" means surface parking space, typically in a town home development, which is off-street parking designed for use by a specific unit.

Parking Structure, Principal Use. "Principal use parking structure" means parking spaces and adjacent access drives, aisles and ramps that are located in a structure with two or more levels, where the parking structure is the principal use of the premises. This term includes commercial parking operations as well as private parking structures. This term does not include private one-story garages for single-, two- or multifamily dwellings.

"Particulate matter" means dust, smoke, or any other form of airborne pollution in the form of minute separate particles.

"Passenger terminal" means a facility for passenger transportation operations, including but not limited to, a passenger rail station, bus terminal or passenger ship terminal. This term does not include an airport or heliport.

"Pawn shop" means any establishment that lends money on deposit or pledge of personal property, or deals in the purchase of personal property on condition of selling the same back at a stipulated price. Includes businesses that offer cash for property, such as precious metals, as the principal use. Does not include businesses that purchase personal property accessory to a general retail establishment.

"Permit" means a permit issued by the community development department.

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"Person" means an individual, firm, partnership, corporation, company, trust, estate, association, joint stock association or governmental entity; includes a trustee, a receiver, an assignee or a similar representative of any of the foregoing.

"Personal Service Establishment" means an establishment providing services which are of a recurring and personal nature to individuals. This term includes, but is not limited to, a barber shop, beauty salon, day spa, shoe repair shop, seamstress, tailor, or tanning salon. This term does not include a portrait studio, dry cleaning establishment, laundromat, photocopy center, health club, body piercing, tattoo parlor, massage establishment, or repair shop for household items. Establishments with massage services are subject to the regulations referenced in Title 4 of the Wheeling Municipal Code. Establishments such as barber shops, hair and nail salons are subject to the regulations referenced in Title 5 of the Wheeling Municipal Code.

Personal Training. See ("Recreational and Instructional Facility").

"Personal wireless services" mean licensed commercial wireless communication services including cellular, personal communication services (PCS), enhanced specialized mobilized radio (EMR), paging and similar services.

"Planned development" means a unified tract of land which contains, or will contain when developed, two or more buildings, and which is developed under a single ownership or control for sale or lease by separate parcels.

"Planned unit development (PUD)" means a development of land that is under unified control as it is planned and developed that has received approval through the formal PUD approval process.

"Political subdivision" means any unit of local government or school district, as defined in Article VII of the Illinois Constitution, or any combination of two or more thereof, situated in whole or in part within any of the airport imaginary surfaces established in this Title.

"Porch" means a covered platform, usually having a separate roof, at an entrance to a dwelling.

"Precision instrument runway" means a runway having an established instrument approach procedure utilizing an instrument landing system (ILS), or a precision approach radar (PAR); also a runway for which a precision approach system is planned and is so indicated by an FAA approved layout plan.

"Preconstructed room addition" means a manufactured unit designed and intended for attachment to a particular mobile home for residential use by the occupant of the mobile home.

Principal Building. (See "Building, Principal").

"Private common grounds or areas" mean any land within the planned development which is under the ownership, control and responsibility of the owners or residents of the development either as tenants in common or under a private association, firm or corporation.

Private Garage. (See "Garage, Private").

Property Line. (See "Lot Line").

"Psychic" means pertaining to predictions of the future based on intuitive or mental powers or supernatural influences and not statistical or otherwise empirical evidence.

"Psychic readings" mean a person, firm or corporation engaged in providing psychic services in any of its forms for a fee or admission charge including, but not limited to such activities as fortune telling, astrology, spiritual mediumship, card reading and palmistry.

"Public safety facility" means a government facility for public safety and emergency services including a facility that provides police or fire protection and related administrative facilities.

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Rear Lot Line. (See "Lot Line, Rear").

"Recreational and Instructional Facility" means an indoor facility for the participation in and viewing of recreational or instructional activities. Instruction may include, but is not limited to, tutoring, classes, trade/vocational training, dance, athletic training, martial arts, music, or arts/crafts. Recreation may include a variety of sports and activities such as, but not limited to, bowling, target shooting, archery, roller skating, ice skating, trampolines, wall climbing, billiards, golf, and video games. Does not include Health Clubs.

"Recreational and Instructional Facility—Small" means a Recreational and Instructional Facility, as defined above, with the exception of archery and shooting ranges, with a combined occupancy of no more than twelve participants/students and employees at a given time. Viewing areas and waiting areas may be considered in determining the size of a facility.

"Recreational vehicle (RV)" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motor or is pulled by another vehicle.

"Recycling collection facility" means a facility for the deposit, sorting or batching, but not processing, of post-consumer recyclable materials. This term includes, but is not limited to, a residential self-help, drop-off facility or a transfer station which receives residential solid waste collected by village forces or deposited by village residents.

"Redevelopment" means any proposed expansion, addition, or major facade change to an existing building, structure or parking facility.

"Religious assembly" means a facility where people regularly assemble for religious worship and any incidental religious education, which is maintained and controlled by a religious body organized to sustain public worship. This term does not include an elementary or secondary school, a specialty or personal instruction school, or a college.

"Research and development" means an establishment which conducts research, development or controlled production of high-technology electronic, industrial, or scientific products or commodities for sale or laboratories conducting educational or medical research or testing. This term includes, but is not limited to, a biotechnology firm or a manufacturer of nontoxic computer components.

"Restaurant" means an establishment where food is stored, prepared, and served on premises within a facility in compliance with the state of Illinois Department of Public Health Food Service Sanitation Code and Federal Food and Drug Administration's Food Code, and where such food is consumed at tables located on the premises or packaged and served for consumption off-premises through delivery or take-out. This term includes, but is not limited to, table service dining, quick service dining, carry-out restaurant, coffee shops, sandwich/deli shops, or cafeterias. This term does not include a tavern or gaming establishment as defined herein.

Restaurant, Drive-Through. "Drive-through restaurant" means a restaurant with an accessory drive-through facility as defined in this Chapter.

Retail Establishment, Adult. "Adult retail establishment" means an establishment in which ten percent or more of the gross public floor area is devoted to, or ten percent or more of the stock-in-trade consists of, the following: books, magazines and other periodicals, movies, videotapes, compact discs, digital versatile discs, novelty items, games, greeting cards and other materials which are distinguished or characterized by their emphasis on matters depicting, describing or relating to specified sexual activities or specified anatomical areas as defined in this Chapter.

Retail Establishment, Auto Parts. "Auto parts retail establishment" means an establishment providing retail sale of auto parts and accessories. This term does not include a general retail

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establishment in which less than ten percent of the gross public floor area is devoted to, or less than ten percent of the stock-in-trade consists of auto parts and accessories.

Retail Establishment, General. "General retail establishment" means an establishment providing for the retail sale of new products to the public and rendering services incidental to the sale of such products. This includes, but is not limited to, a grocery store, specialty food store, antique store, butcher shop, portrait studio, furniture or appliance rental establishment or video rental or sales business. This term does not include an adult retail establishment, home improvement center, garden supply or landscaping center, secondhand store, auto parts store, package liquor store, or tobacco retail establishment as defined herein.

"Rezoning" means an amendment to the map and/or text of the zoning ordinance to effect a change in the nature, density, or intensity of uses allowed in a zoning district and/or on a designated parcel or land area.

"Roadway" means the portion of the right-of-way improved, designed, or used for vehicular travel.

"Runway" means a defined area of the airport designated for the landing or taking off of aircraft and consisting of either a specifically prepared hard surface or turf.

Salvage Operation, Indoor. "Indoor salvage operation" means an establishment providing the storage of any equipment, goods, junk, material, merchandise or commercial vehicles within a building for more than forty-eight hours. Such establishment typically performs the dismantling of items for the salvage of useable parts. This term does not include a recycling collection facility, mixed-waste processing facility, material reclamation facility, wholesale and distribution facility or hazardous materials storage. No outside storage is permitted.

School, Personal Instruction. (See "Recreational and Instructional Facility").

School, Specialty. (See "Recreational and Instructional Facility").

"Screen" means a structure, fence or earthen berm used as a visual barrier for the purpose of ensuring privacy, providing a buffering of uses, or affording an aesthetic feature to a development.

Secondary Street. (See "Street, Secondary").

"Secondhand store" means an establishment in which used merchandise is sold at retail. This term does not include a pawn shop, an antique or collectibles store or other general retail establishment.

"Self-storage facility" means a building or group of buildings with controlled access and secured areas which contain individual compartmentalized and controlled access stalls or lockers for the storage of customer's goods or possessions.

"Setback" means the minimum horizontal distance between the building line and the parallel lot line street right-of-way line, whichever is closer.

Setback, Front. "Front setback" means the minimum allowable distance from the ultimate right-of-way line as shown on the official map to the closest point of the foundation of a building, parking lot, sign, or other structure.

Setback, Rear. "Rear setback" means the minimum allowable distance from the rear property line to the closest point of the foundation of a building, parking lot, sign or other structure.

Setback, Side. "Side setback" means the minimum allowable distance from the side property line to the closest point of the foundation of a building, parking lot, sign or other structure.

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"Shopping center" means a building or cluster of buildings designed for multi-tenant commercial, retail and compatible service uses.

"Short-term lending facility" means an establishment such as a payday advance or title loan that offers short-term loans or cash advances, secured through collateral such as a personal check or automobile title, typically at a high interest rate.

Side Lot Line. (See "Lot Line, Side").

"Sidewalk sales" mean retail sale of produce, other foodstuffs or other products primarily outside an enclosed structure, for four or fewer consecutive days no more than four times in any calendar year. Sidewalk sales as defined herein are permitted in commercial and mixed use districts.

Single-Family Dwelling. (See "Dwelling, Single-Family").

~~"Snow plow contractor's storage yard" means a specifically designated lot or parcel upon which only a single snow plow contractor maintains its principal office or a permanent business office. Designation of the lot or parcel as a snow plow contractor's storage yard would allow this area only to be used to store and maintain equipment and other materials customarily used in the trade carried on by the snow plow contractor. The entire lot or parcel containing the snow plow operation as approved by the village board would then be classified as a "snow plow contractor's storage yard" and would be required to conform to all applicable zoning district standards and other legislative regulations. An approved site plan designating material storage area and type of materials, equipment location, and type of equipment located on site will be required as part of the approval process.~~

"Snow plow contractor" means an establishment that maintains a permanent business office along with storing and maintaining equipment and other materials customarily used by the snow plow contractor. An approved site plan designating material storage area and type of materials, equipment location, and type of equipment located on site will be required as part of the approval process.

"Social service facility" means a facility operated by an organization which provides services such as training, counseling, health or the distribution of food or clothing. This term includes, but is not limited to, a facility offering life skills training, substance abuse counseling, housing services or a neighborhood recovery center. This term does not include an emergency residential shelter.

"Special use" means a use that would not be appropriate generally or without restriction throughout the zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would not be detrimental to the public health, safety or general welfare.

"Special use permit" means a permit issued by the village stating that the conditional use meets all of the conditions of approval.

"Specified anatomical areas" mean less than completely and opaquely covered human genital, pubic region, buttocks, and female breast below a point immediately above the top of the areola and human male genitals in a discernibly turgid state, even if completely and opaquely covered.

"Specified sexual activities" mean human genitals in a state of sexual arousal or stimulation; acts of human masturbation, sexual intercourse, or sodomy; fondling or other erotic touching of human genitals, pubic region, buttocks, or female breasts.

Sports and Recreation Facility, Indoor. (See "Recreational and Instructional Facility").

Sports and Recreation Facility, Outdoor. "Outdoor sports and recreation facility" means a facility for the outdoor conduct, viewing or participation in recreational activities. Such a facility may

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include one or more structures. This term includes, but is not limited to, a golf facility, tennis, basketball or volleyball court, soccer, baseball or football field, or amusement park or water park. This term does not include a sports facility or health club.

"State" means the state of Illinois.

Storage Facility, Hazardous Materials. "Hazardous materials storage facility" means an establishment providing warehousing or bulk storage facilities for hazardous, toxic, flammable, explosive or other dangerous materials.

Storage Facility, Indoor. "Indoor storage facility" means an establishment providing indoor storage of materials, vehicles or goods. This term does not include a hazardous materials storage facility or an indoor wholesale and distribution facility. This term includes, but is not limited to, a mini-warehouse or self-storage facility.

Storage Facility, Outdoor. "Outdoor storage facility" means an establishment providing outdoor storage of materials or goods. This term does not include a hazardous materials storage facility, an indoor wholesale and distribution facility or light or heavy motor vehicle outdoor storage.

Storage Garage. (See "Garage, Storage").

Storage, Outdoor. "Outdoor storage" means the storing or maintaining, exterior to any permanent, fully enclosed building or structure of goods, inventory, equipment (excluding semi-trailers in industrial areas) or other tangibles (except vehicles currently licensed by the state of Illinois in the process of delivering or picking up goods or materials or used for transportation purposes by the occupant in connection with the principal use).

"Story" means that portion of the building, other than a cellar or basement, included between the surface of any floor and the surface of the floor next above it or, if there is no floor above, then the space between the floor and the ceiling next above it.

"Street" means a dedicated public or private right-of-way or a right-of-way subject to public easement.

Street Centerline. (See "Centerline, Street").

Street, Principal Arterial (Major Arterials). "Principal arterial (major arterials) street" means a street designed to carry large volumes of traffic and providing efficient vehicular traffic between areas of the village.

Street, Minor Arterial. "Minor arterial street" means a street designed to carry medium volumes of traffic and providing intra-community vehicular travel between principal arterials and areas of the village.

Street, Collector. "Collector street" means a street that is so designated on the official map of the village, and that is for the purpose of collecting traffic from minor streets within a neighborhood and distributing the traffic to secondary or major streets. A minimum right-of-way width should normally be sixty-six feet.

Street, Major. "Major street" means a street that is so designated on the currently effective official map of the village.

Street, Minor. "Minor street" means any street in the village that is not classified as a principal (or major) arterial, a minor arterial, or a collector street.

Street, Secondary. "Secondary street" means a street that is so designated on the currently effective official map of the village.

Text Amendments Related to Business & Contractor Related Services

"Structural alterations" mean any change in the supporting members of a building or other structure, such as bearing walls or partitions, columns, beams, girders or foundation, or any structural change in the floor, roof or exterior walls.

"Structure" means anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground, including, but without limiting the generality of the foregoing, advertising signs, billboards, backstops for tennis courts, and pergolas.

"Subdivision" means the division of a lot, tract, or parcel. See Title 17, Section 17.12.380 for complete definition.

"Submersion pool" means a pool such as a whirlpool, hot tub, or cold water pool intended for full body submersion. Facilities with submersion pools are subject to the regulations referenced in Title 5 of the Wheeling Municipal Code.

Substation/Distribution Equipment, Indoor. "Indoor substation/distribution equipment" means a facility, other than a transmission tower and contained entirely within a building, which performs either of the following functions:

- (a) Aids in the distribution of a utility, including but not limited to electric power or telephone service.
- (b) Is used to operate, maintain or provide access to facilities for the transmission of voice, data, text, Internet, sound or full-motion-picture video between network termination points.

Substation/Distribution Equipment, Outdoor. "Outdoor substation/distribution equipment" means a facility, other than a transmission tower and not contained entirely within a building, which performs either of the following functions:

- (a) Aids in the distribution of a utility, including but not limited to electric power or telephone service.
- (b) Is used to operate, maintain or provide access to facilities for the transmission of voice, data, text, Internet, sound or full-motion-picture video between network termination points.

Support Structure. (See "Antenna Support Structure").

"Tavern" means an establishment providing alcohol beverages by the drink to the public, where food or packaged alcohol beverages may be served or sold only as accessory to the primary use. This term does not include an assembly hall or a recreation facility.

"Tenant" means any person who occupies a mobile home on a site in a mobile home park.

"Theater" means an establishment or facility for presenting motion pictures or live performances for observation by patrons. This term includes an outdoor stage, bandshell or amphitheater, but does not include an adult entertainment establishment.

Through Lot. (See "Lot, Double Frontage").

"Tobacco retail establishment" means an establishment providing for the retail sale of tobacco products. Related paraphernalia, including devices to aid in the consumption of tobacco, must be labeled for tobacco use only and shall not exceed twenty-five percent of the total sales floor area. This term does not include on-site consumption of tobacco or use of tobacco related paraphernalia.

Text Amendments Related to Business & Contractor Related Services

"Tool/equipment rental facility" means an establishment providing the rental of tools, lawn and garden equipment, party supplies and similar goods and equipment, including storage and incidental maintenance. This term does not include a motor vehicle rental facility.

"Tower" means any pole, spire, structure, or combination thereof, to which antenna could be attached, or which is designed for an antenna to be attached, and all supporting lines, cables, wires and braces.

"Toxic matter" means material which is capable of causing injury to living organisms by chemical means when present in relatively small amounts.

"Transfer station" means a site or facility that accepts waste for temporary storage or consolidation and further transfer to a waste disposal, treatment or storage facility. Transfer station does not include a site that stores waste on a refuse motor vehicle or in the vehicle's detachable refuse receptacle for no more than twenty-four hours, excluding Saturdays, Sundays, and holidays, but only if the detachable refuse receptacle is completely covered or enclosed and is stored on the same site as the refuse motor vehicle that transported the receptacle to the site.

"Transmission tower" means a structure designed to support one or more reception/transmissions systems. This term includes, but is not limited to, a radio tower, television tower, telephone exchange/microwave relay tower or cellular telephone transmission/personal communications systems tower. Does not include small cell antennas.

"Truck freight terminal" means a facility for truck-based freight service and operations, including but not limited to, local pickup, local sorting and terminal operations, line-haul loading and unloading, destination sorting and terminal operations and local delivery.

Tutoring. (See "Recreational and Instructional Facility").

Two-Family Dwelling. (See "Dwelling, Two-Family").

"Urgent care clinic" means a health care facility owned and operated by a licensed hospital, staffed by trained and licensed medical professionals, and devoted to the diagnosis, treatment and care of persons in need of immediate medical care on an episode basis, which may include laboratory, radiological or other related special or ancillary services, but ordinarily not rendering services to cases of severe trauma nor admitting patients for overnight or long-term inpatient care.

"Use" means any purpose for which a building or other structure or a tract of land may be designed, arranged, intended, maintained or occupied; also, any activity, occupation, business or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

Use, Nonconforming. "Nonconforming use" means a use that lawfully occupied a parcel of land, building, or group of buildings prior to the effective date of this Title and does not conform to the use regulations of the district in which it is located.

Use, Permitted. "Permitted use" means a use which may be lawfully established in a particular district.

Use, Principal. "Principal use" means the main or dominant use of land, a building or other structure as distinguished from a subordinate or accessory use.

Use, Prohibited. "Prohibited use" means a use that is not permitted anywhere within a district.

Use, Similar. "Similar use" means a use that has the same characteristics as the specifically cited uses in terms of traffic generation, parking, utility demands, environmental impact, physical space needs and clientele.

Text Amendments Related to Business & Contractor Related Services

Use, Temporary. "Temporary use" means a use established for a specified period of time with the intent to discontinue the use at the end of the designated time period.

"Variance (variation)" means a grant of relief by the village of Wheeling from the literal requirements of this Title in accordance with the procedures herein when special circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district.

Vehicle, Commercial. "Commercial vehicle" means a vehicle used or designed to be used for business or commercial purposes.

"Vending machine" means a device that dispenses goods in exchange for payment. Does not include operations which require payment to an attendant. Subject to the regulations of Title 4, Taxes, Business Regulations and Licenses.

Vendor, Mobile Food. "Mobile food vendor" means any vehicle, including those propelled by human power, for the delivery and sale of any food items. Subject to the regulations of Section 19.10.060(h), and Title 5, Health and Sanitation, Chapters 5.08 and 5.18.

"Vibration" means the periodic displacement, measured in inches, of earth.

"Village" shall mean the village of Wheeling, Illinois.

"Vision triangle" shall mean a triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.

"Visual runway" means a runway intended solely for the operation of aircraft using visual approach procedures, with no straight-in instrument approach procedures and no instrument designation indicated on an FAA approved layout plan, or by any planning document, submitted to the FAA by competent authority.

"Warehouse" means a building used for the storage of goods or materials. Warehouses may include the distribution of goods but do not include retail sale of goods.

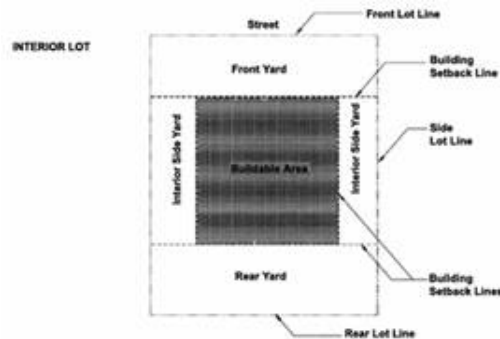
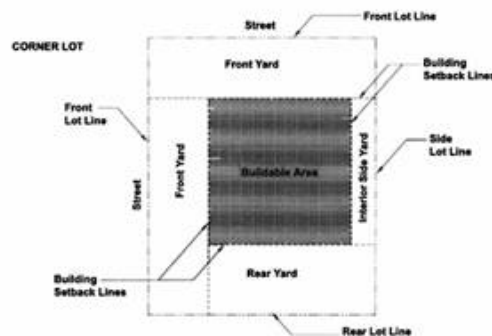
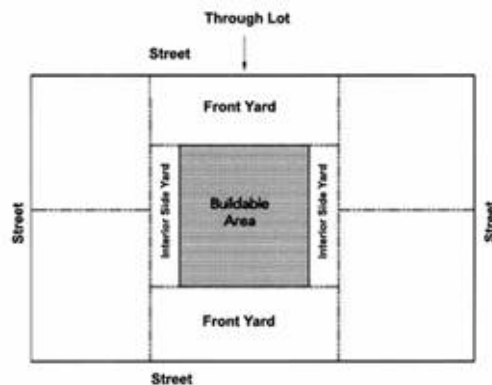
"Water treatment plant" means an establishment engaged in operating a water treatment plant or operating a water supply system. The water supply system may include pumping stations, aqueducts or distribution mains. The water may be used for drinking, irrigation or other uses.

Wholesale and Distribution Facility, Indoor. "Indoor wholesale and distribution facility" means an establishment providing indoor storage and sale of factory-direct merchandise and bulk goods. This term includes, but is not limited to, mail-order and catalog sales, importing, wholesale or retail sale of goods received by the establishment, and wholesale distribution, but does not include sale of goods for individual consumption.

Wholesale and Distribution Facility, Outdoor. "Outdoor wholesale and distribution facility" means an establishment providing outdoor storage and sale of factory-direct merchandise and bulk goods. This term includes, but is not limited to, mail-order and catalog sales, importing, wholesale or retail sale of goods received by the establishment, and wholesale distribution, but does not include sale of goods for individual consumption.

"Wireless communication facility" means a tract or parcel of land that contains the wireless communications antenna, support structure, accessory buildings, parking, and driveway and may include other uses associated with wireless communications transmissions.

"Yard" means an open space which is unoccupied or unobstructed from its lowest level to the sky, except for permitted obstructions provided in this Title.

Figure 9: Examples of Yards**Figure 9a: Interior Lot****Figure 9b: Corner Lot****Figure 9c: Through Lot**

Yard, Front. "Front yard" means a yard extending along the full length of the front lot line between the side lot lines.

Yard, Rear. "Rear yard" means a yard extending along the full length of the rear lot line between the side lot lines.

Yard, Required. "Required yard" means a minimum front, rear or side yard, as established in the building bulk regulations for the appropriate zoning district.

Yard, Side. "Side yard" means a yard extending along a side lot line from the front yard to the rear yard.

"Zoning administrator" means that person designated by the village manager to administer zoning matters.

Text Amendments Related to Business & Contractor Related Services

"Zoning map" means the map of Wheeling that geographically shows all of the zoning districts within the village and has been adopted by ordinance codified in this Title.

(Ord. 4331 § A, 2008; Ord. 4220 § A (part), 2007; Ord. 4209 § A, 2007; Ord. 4018 § A (part), 2005)

(Ord. No. 4370, § A, 10-20-2008; Ord. No. 4452, § A, 9-14-2009; Ord. No. 4491, § A, 1-4-2010; Ord. No. 4510, § A, 4-5-2010; Ord. No. 4607, § A, 5-16-2011; Ord. No. 4617, § A, 6-20-2011; Ord. No. 4719, § A, 8-20-2012; Ord. No. 4795, § A, 10-7-2013; Ord. No. 4832, § A, 2-18-2014; Ord. No. 4999, § A, 3-7-2016; Ord. No. 5015, § A, 6-6-2016; Ord. No. 5036, § A, 10-17-2016; Ord. No. 5303, §§ A, B, 12-2-2019; Ord. No. 5352, § A, 9-21-2020; Ord. No. 5392, § A, 3-1-2021; Ord. No. 5436, §§ A, B, 9-20-2021; Ord. No. 5481, § A, 3-7-2022; Ord. No. 5548, §§ A—D, 11-7-2022

EXHIBIT B

Title 19, ZONING, Chapter 19.11 – GENERAL DEVELOPMENT STANDARDS, Section 19.11.010 – Off-street parking and loading., Subsection (e) Parking Standards., Table 19.11.010(e)(1)(c)., is hereby amended as follows:

(Additions are shown as **bold underline italicized** text; deletions are shown as ~~stricken~~ text)

Table 19.11.010(e)(1)(C)

LAND USE	MINIMUM PARKING REQUIREMENTS**
Residential Uses	
General Residential	
Single-family and two-family	Two garaged spaces per dwelling unit and two additional spaces per dwelling unit
Multi-family, town home	4.0 spaces per unit of which 2.0 must be garaged. Additional unassigned visitor parking must be provided at a ratio of 0.4 per unit. Required visitor parking must be off-street, separate from the parking pads, and evenly distributed throughout the site.
Multi-family, other	1.7 spaces per unit (up to 1 bedroom), 2.2 spaces per unit (2 or more bedrooms, and 5 unreserved visitor spaces. A minimum of 1.0 per unit must be covered. Minimum unreserved visitor parking shall be ten percent the total required above, but not less than 5. See sample calculations in Table 19.11.010(E)(1)(d) below.
Senior housing	One space per bedroom, one unassigned guest space per every three units, and one space per employee*. Of this total, garaged spaces must be provided in an amount equal to 0.5 garaged spaces per dwelling unit
Specialized Residential	
Group living arrangements and day care homes	As required by type of dwelling unit. If not specified, to be determined by plan commission
Rooming houses, dormitories, fraternities, sororities	One space per bed
Convent, rectory or monastery	One space per bed, unless otherwise determined by plan commission
Educational Uses	
Schools: elementary or middle school (public or private)	One space for every five students at maximum enrollment, plus one space per employee
Schools: senior high (public or private)	One space for every two students at maximum enrollment, plus one space per employee
Schools: specialty or personal instruction	One space for each employee, one space for every three students at peak attendance, and one space for every three chairs in the waiting room
Colleges, junior colleges, or universities (public or private)	One space for each two students on campus during the highest attendance period, and one space per employee*
Day care center other than family day care homes	2 spaces per 1,000 sq. ft., plus one space per employee*
Community Serving Uses	

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Community center	6 spaces per 1,000 sq. ft.
Cultural institution	4 spaces per 1,000 sq. ft., plus one space per employee*
Library	4 spaces per 1,000 sq. ft., plus one space per employee*
Religious assembly	One space per three seats based on the maximum capacity of the facility
Commercial and Office Uses	
Bank or other financial institution	3 spaces per 1,000 sq. ft., plus one space per employee*
Currency exchange, payday loan agency or title loan agency	6 spaces per 1,000 sq. ft., plus one space per employee*
Garden supply or landscaping center	4 spaces per 1,000 sq. ft. of indoor sales/service, plus one space per 1,000 sq. ft. of greenhouse or outdoor sales and display area, plus one space per employee*
Office, general and government	4 spaces per 1,000 sq. ft.
Retail establishment, general	4 spaces per 1,000 sq. ft., (for Retail Establishments, under 20,000 sq. ft. in size)
	3.75 per 1,000 sq. ft. plus one per employee** (for retail establishments 20,000 sq. ft. or over)
Shopping center, speculative	5.5 spaces per 1,000 sq. ft., (for all tenant spaces without a specified use at the time of original site plan approval)
Health Care and Social Assistance Uses	
Medical offices and health clinics	2 spaces per exam room, and one space per employee*
Nursing home	One space per three patient beds, and one space per employee*
Service Uses	
Building maintenance service	3 spaces per 1,000 sq. ft.
Business service	3 spaces per 1,000 sq. ft.
Catering service	3 spaces per 1,000 sq. ft.
Dry cleaning establishment	6 spaces per 1,000 sq. ft. of customer service area
Funeral home	One space for each three patrons at maximum capacity and one space for each staff or 25 spaces per chapel unit, whichever is greater
Furniture and appliance rental and leasing	3 spaces per 1,000 sq. ft.
Household maintenance and repair service	3 2 spaces per 1,000 sq. ft.
Laundromat	6 spaces per 1,000 sq. ft.
Personal service establishment	6 spaces per 1,000 sq. ft.
Tool/equipment rental facility	6 spaces per 1,000 sq. ft. of customer service area
Animal boarding (kennel area)	3 spaces per 1,000 sq. ft.
Animal facility (office area)	4 spaces per 1,000 sq. ft.
Animal grooming/training (non-kennel area)	4 spaces per 1,000 sq. ft.
Animal hospital or clinic	5 spaces per 1,000 sq. ft.
Motor Vehicle Uses	

Text Amendments Related to Business & Contractor Related Services

Gas station	6 spaces per 1,000 sq. ft., plus one space per employee*
Body shop	6 spaces per 1,000 sq. ft., plus one space per employee*
Oil change facility	One space per employee*, plus stacking space for 2 cars per lane going in
Repair facility	6 spaces per 1,000 sq. ft., plus one space per employee*
Sales or rental facility, retail and limited wholesale	6 spaces per 1,000 sq. ft., plus one space per employee*
Car wash, automatic	One space per employee*, plus stacking space for six cars going in and four cars coming out
Car wash, self-service	One space per employee*, plus stacking space for two cars going in and four cars coming out
Car wash, portering service	6 spaces per 1,000 sq. ft., plus one space per employee*
Motor vehicle (light) custom shop	2 spaces per 1,000 sq. ft.
Accommodation and Food Service Uses	
Assembly hall	One space per three seats based on the maximum capacity of the facility, plus one space per employee*
Bed and breakfast	One space per room or suite, plus one space per employee and/or owner-occupant*
Hotel, commercial and residential	One space per room or suite, plus one space per employee*, plus one space per three persons, based on the maximum capacity of all public meeting and/or banquet rooms
Restaurant, sit-down	One space per every three seats plus one space for every 30 sq. ft. of standing or bar area, plus one space per employee.* Up to 15 outdoor seats allowed without providing parking, subject to [Section] 19.10.060J. Additional seats use indoor seating ratio and require special use review.
Restaurant, fast-food and drive-through	Same as for sit-down restaurants, plus stacking space for six vehicles per service lane
Restaurant, carry-out	Same as for sit-down restaurant and drive-through restaurant (if drive-through is provided), plus five extra spaces for carry-out service if the restaurant requires less than 30 total parking spaces for the dining area and employees
Taverns	One space per every three seats (one seat = 10 sq. ft. of gross dining area), plus one space per employee*
Entertainment and Recreation Uses	
Billiards	2 spaces per table
Bowling alleys	4 spaces per lane
Clubs and lodges	One space per three seats based on maximum capacity, plus one space per employee*
Entertainment establishments, general and adult	One space per three seats, based on maximum capacity, plus one space per employee*

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Text Amendments Related to Business & Contractor Related Services

Golf courses, general	4 spaces per hole, plus any spaces required for other uses which are a part of the facility
Golf courses, mini	2 spaces per hole
Golf, driving ranges	One space per tee, plus one space per employee*
Health club	One stall for each 2 persons of design capacity, plus 1 per employee*.
Marina	As determined by the plan commission
Sports or recreation facility, indoor	One space per three clients, based on maximum capacity, plus one space per employee*
Sports or recreation facility, outdoor	> 10 acres: 8 off-street parking spaces per each acre of active recreation (i.e., baseball fields, soccer fields, football fields, basketball courts, tennis courts, etc.) or 1 space per 12,000 sq. ft. of gross land area, whichever is more
	1—10 acres: same as above, but may be reduced by the plan commission based on availability of on-street parking and the nature of the facility (expected service area, practice fields vs. game fields, etc.)
	<1 acre: no off-street parking required
	Swimming pools: 1 off-street parking space for 8 persons based on the bather capacity
Storage, Recycling and Wholesale Trade Uses	
Recycling	2 spaces per 1,000 sq. ft.
Storage, general	1 space per 1,000 sq. ft.
Self-storage facility	1 space per resident manager, 3 per leasing office, 1 per 100 units
Wholesale trade, general	2 spaces per 1,000 sq. ft.
Transportation Uses	
Transportation uses, general	As determined by the plan commission
Industrial Uses	
	The following requirements listed as a ratio per square foot may be reduced by 12.5% for buildings = 50,000 sq. ft. in size and by 25% for buildings = 80,000 sq. ft. in size
Industrial uses, active	2 spaces per 1,000 sq. ft.
Industrial uses, office	4 spaces per 1,000 sq. ft.
<u>Contractor service</u>	<u>4 spaces per 1,000 sq. ft. plus 1 space per company vehicle</u>
<u>Snow plow contractor</u>	<u>4 spaces per 1,000 sq. ft. plus 1 space per company vehicle</u>
Processing or recycling of mined materials	One space per employee*
Speculative area	2 per 1,000 sq. ft.
Warehouse/storage	1 per 1,000 sq. ft.
Agricultural Uses	
Plant nursery or greenhouse	4 spaces per 1,000 sq. ft. of indoor sales/service, plus one space per 1,000 sq. ft. of greenhouse or outdoor sales and display area, plus one space per employee*
Utility and Public Service Uses	

Text Amendments Related to Business & Contractor Related Services

Utility and public service uses, general	One space per employee* and any other spaces as determined by plan commission or village board
Miscellaneous and Temporary Uses	
Drive-through service lanes	Stacking space for three vehicles per service lane, for all uses where not otherwise specified
Live entertainment special event	To be determined at time of permit approval
Seasonal market	One space per 1,000 sq. ft. of outdoor sales and display area, plus one space per employee*
Temporary real estate sales office	3 spaces per 1,000 sq. ft.
Other temporary uses	As determined by the plan commission or village board

* Means “per employee for the work shift with the largest number of employees.”

** A mix of uses within a building will have required parking weighted by square footage for each use.

EXHIBIT C

Title 19, ZONING, Chapter 19.14 – ORDINANCE ADMINISTRATION, Appendix A – Use Table, is hereby amended as follows:

(Additions are shown as **bold underline italicized** text; deletions are shown as ~~stricken~~ text)

APPENDIX A USE TABLE

Residential Districts—Permitted and Special Uses

P=Permitted Use, S=Special Use Permit, Blank=Not Allowed					
	R-1 Single- Family Residential District	R-2 Single- Family Residential District	R-3 Single- Family Residential District	R-3A Single- Family Residential District	R-4 Multiple- Family Residential District
Residential Uses					
Single-family dwelling	P	P	P	P	P
Two-family dwelling					P
Multifamily dwelling					P
Home occupations	P	P	P	P	P
Planned unit development					S
Boardinghouse					
Lodginghouse					
Educational Uses					
Day care, home ¹	S	S	S	S	S
Day care center ²	S	S	S	S	S
School, elementary or secondary ²	S	S	S	S	S
Community-Serving Uses					
Adult day services ^{2, 14}	S	S	S	S	S
Library ²	S	S	S	S	S
Religious assembly ² (such as churches, synagogues, etc.) with building <2,500 sq. ft.	S	P	P	P	S
Religious assembly ² (such as churches, synagogues, etc.) with building ≥2,500 sq. ft.	S	S	S	S	S
Health Care and Social Assistance Uses					
Nursing home ²	S	S	S	S	S

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Text Amendments Related to Business & Contractor Related Services

Accommodation and Food Service Uses					
Bed and breakfast	S	S	S	S	S
Entertainment and Recreation Uses					
Public parks and open spaces	S	S	S	S	S
Utility and Public Service Uses					
Substation/distribution equipment, indoor	S	S	S	S	S
Substation/distribution equipment, outdoor	S	S	S	S	S
Transmission tower ³	S	S	S	S	S
Temporary Uses					
Temporary real estate sales office	S	S	S	S	S

Commercial Districts—Permitted and Special Uses

P=Permitted Use, S=Special Use Permit, Blank=Not Allowed			
	B-1 Planned Shopping Center District	B-2 Neighborhood Commercial District	B-3 General Commercial and Office District
Planned Unit Development			
Planned unit development	S	S	S ¹⁵
Educational Uses			
Day care center	S	S	S
Recreation and instruction facility	S	S	S
Recreation and instruction facility—Small	P	P	P
College, university, trade and technical school			S
Community-Serving Uses			
Adult day services ¹⁴	S	S	S ¹⁴
Community center	S	S	S
Cultural institution	S	S	S
Library	S	S	S
Public safety facility	S	S	S
Religious assembly ⁴ (such as churches, synagogues, etc.)		S	S
Commercial and Office Uses			
Artist studio	P	P	P
Bank or other financial institution	S	S	S
Bank or other financial institution with drive-through	S	S	S
Cannabis dispensary	S	S	S

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Text Amendments Related to Business & Contractor Related Services

Currency exchange ⁸	S	S	S
Garden supply or landscaping center	S		S
Ground transportation service, dispatch office	P	P	P
Home improvement center	S		S
Office, general	P	P	P
Office, government	P	P	P
Outdoor merchandise sales	S	S	S
Pawn shop			
Retail establishment, adult			
Retail establishment, auto parts	S	S	S
Retail establishment, general (with gross area of the space occupied by said establishment up to 20,000 square feet)	P	P	P
Retail establishment, general, (with gross area of the space occupied by said establishment 20,000 square feet and above)	P	S	S
Secondhand store (not including flea market)	P	P	P
Short-term lending facility ⁸	S	S	S
Sidewalk sales, accessory to an approved use	P	P	P
Tobacco retail establishment	S	S	S
Health Care and Social Assistance Uses			
Medical office (including dental, chiropractic, etc.)	P	P	P
Health clinic (including dental, chiropractic, urgent care, etc.)	P	S	S
Hospital	S	S	S
Medical research laboratory	S		S
Medical service facility	S		S
Social service facility	S		S
Service Uses			
General Service Uses			
Building maintenance service	P		P
Business service	P	P	P
Catering service	S	S	S
Day spa with submersion pool(s)	S	S	S
Dry cleaning establishment (no plant on premises)	P	P	P
Dry cleaning establishment (with plant on premises)	S	S	S
Funeral home	S	S	S
Furniture and appliance rental and leasing	P		P
Household maintenance and repair service	P	P	P
Laundromat	P	P	P
Massage establishment (principal use)	S	S	S
Personal service establishment	P	P	P
With accessory massage in private rooms(s)	S	S	S
Tool/equipment rental facility (inside only)	P		P

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Text Amendments Related to Business & Contractor Related Services

Tool/equipment rental facility (any outside display or storage)	S		S
Animal Services			
Animal boarding facility	S	S	S
Animal grooming or training facility	S	S	S
Animal hospital/clinic	S	S	S
Motor Vehicle Uses			
Ground transportation service, small		S	S
Sales facility, new and used vehicles ⁵		S	S
General Motor Vehicle			
Car wash	S		S
Drive-through (as an accessory to an approved principal use)	S	S	S
Gas station/convenience store	S	S	S
Parking Uses			
Parking lot, accessory use	P	P	P
Parking lot, principal use	S		S
Parking structure, accessory use	P	P	P
Parking structure, principal use	S		S
Light Motor Vehicle			
Rental facility			S
Repair facility			S
Sales facility, new and used vehicles ⁵		S	S
Accommodation and Food Service Uses			
Assembly hall	S	S	S
Bed and breakfast		S	S
Hotel	S		S
Liquor stores, package	S	S	S
Restaurant	P	P	P
Restaurant, drive-through	S	S	S
Tavern	S	S	S
Entertainment and Recreation Uses			
Clubs and lodges		S	S
Convention and exposition center	S		S
Entertainment establishment	S	S	S
Gaming establishment (limit of one establishment per shopping center, development, or property)	S	S	S
Health club	S	S	S
Nightclub	S		S
Recreation and instruction facility	S	S	S
Recreation and instruction facility—Small	P	P	P
Sports and recreation facility, outdoor	S		S
Recreation/instruction facility with accessory massage in private room(s)	S	S	S
Theater, indoor	S		S
Utility and Public Service Uses			
Broadcasting or recording studio	P	P	P

Airport District—Permitted and Special Uses

P = Permitted Use, S = Special Use Permit, Blank = Not Allowed		
	AP Airport District (Principal Uses)	AP Airport District (Accessory Uses)
Airport Operational Uses		
Airport	P	
Navigational facilities and equipment	P	
Air traffic control facilities and operations	P	
Service and maintenance equipment and operations	P	
Helicopter landing facilities	P	
Passenger terminals	P	
Air Traffic Support Uses		
Public safety facilities	P	
Sale of aircraft, aircraft parts and components, aircraft navigational, radio and other electronic equipment, and pilot accessories and equipment		P
Sale of aircraft oil and fuel		P
Aircraft maintenance and repair, including servicing and repair of navigational, radio, and other electronic equipment		P
Installation of aircraft parts and components, including installation of navigational, radio, and other electronic equipment		P
Storage of aircraft and of aircraft parts and components, including navigational, radio and other electronic equipment		P
Leasing and chartering of aircraft and related equipment		P
Operation of flight training schools and aircraft operation, servicing and maintenance training		
Motor vehicle parking structures and lots		P
Office, general		P
Automobile rental facilities with fewer than fifteen (15) cars		P
Ground transportation service, including cab and bus storage and maintenance facilities ⁶	S	
Other Uses		
Restaurant (sit down, fast food, carry out)	P	
Automobile rental facilities with fifteen (15) or more cars	S	
Entertainment establishment	S	
Hotels	S	
Nightclub	S	

Mixed Use Districts—Permitted and Special Uses

P = Permitted Use, S = Special Use Permit, Blank = Not Allowed				
	MXC	MXT	MXO	MXI

Docket No. PTA25-0002

Text Amendments Related to Business & Contractor Related Services

	Commercial- Residential Mixed Use Area	Transit Oriented Mixed Use District	Open Space- Residential Mixed Use District	Mixed Use Industrial
Planned Unit Development				
Planned unit development	S	S		S
Residential Uses				
Single-family dwelling			P	
Two-family dwelling			P	
Multifamily dwelling	P	P	P	P
Home occupations	P	P	P	P
Educational Uses				
Day care, home ¹	S	S	S	S
Day care center	S	S	S ²	S
Day care (as an accessory to an approved principal use)				P
School, elementary or secondary	S	S	S ²	S
College, university, trade and technical school	S	S		S
Recreation and instruction facility	S	S	S	
Recreation and instruction facility—Small		S	S	
With accessory massage in private room(s)	S	S		S
Community-Serving Uses				
Adult day services	S	S	S	S
Community center	S	S		S
Cultural institution	S	S		S
Library	S	S	S ²	S
Public safety facility	S	S		S
Religious assembly (such as churches, synagogues, etc.)	S ⁴	S ⁴	S ²	
Commercial and Office Uses				
Artist studio	P	P		P
Bank or other financial institution	S	S		S
Bank or other financial institution with drive-through	S	S		S
Cannabis dispensary	S	S		
Cannabis craft grower				S
Cannabis infuser				S
Currency exchange ⁸	S	S		S
Farmers' market ¹²	S	S		
Garden supply or landscaping center	S	S		S
Ground transportation service, dispatch office	P	P		P
Home improvement center	S	S		S
Office, general	P	P		P
Office, government	P	P		S

Docket No. PTA25-0002

Text Amendments Related to Business & Contractor Related Services

Outdoor merchandise sales	S	S		S
Pawn shop				
Retail establishment, auto parts	S	S		S
Retail establishment, general (with gross area of the space occupied by said establishment up to 20,000 square feet)	P	P		P
Retail establishment, general, (with gross area of the space occupied by said establishment 20,000 square feet and above)	S	S		S
Secondhand store (not including flea market)	P	P		P
Short term lending facility ⁸	S	S		S
Sidewalk sales, accessory to an approved use	P	P		P
Health Care and Social Assistance Uses				
Medical office (including dental, chiropractic, etc.)	P	P		P
Health clinic (including dental, chiropractic, etc.)	S	S		P
Hospital	S	S		S
Medical research laboratory	S	S		S
Medical service facility	S	S		S
Nursing home	S	S	S ²	S
Social service facility	S	S		S
Service Uses				
General Service Uses				
Building maintenance service	P	P		S
Business service	P	P		S P
Catering service	S	S		S
Day spa with submersion pool(s)	S	S		S
Dry cleaning establishment (no plant on premises)	P	P		P
Dry cleaning establishment with plant on premises	S	S		S
Funeral home	S	S		S
Furniture and appliance rental and leasing	S	S		S
Household maintenance and repair service	P	P		S P
Laundromat	P	P		P
Massage establishment (principal use)	S	S		S
Personal service establishment	P	P		P
With accessory massage in private room(s)	S	S		S
Psychic readings				

Docket No. PTA25-0002

Text Amendments Related to Business & Contractor Related Services

Tool/equipment rental facility (inside only)	P	P		S
Tool/equipment rental facility (any outside display or storage)	S	S		S
Animal Services				
Animal boarding facility	S	S		S
Animal grooming or training facility	S	S		S
Animal hospital/clinic	S	S		S
Motor Vehicle Uses				
General Motor Vehicle				
Car wash	S	S		S
Drive-through (accessory to an approved principal use)	S	S		S
Gas station/convenience store	S	S		S
Snow plow contractor's storage yard				S
Light Motor Vehicle Uses				
Body shop				
Outdoor storage				
Rental facility	S	S		S
Repair facility	S	S		
Sales facility, fully enclosed				P
Sales facility, new and used vehicles ⁵	S	S		
Heavy Motor Vehicle Uses				
Body shop				
Outdoor storage				
Rental facility				
Repair facility				S
Sales facility				S
Parking Uses				
Heavy motor vehicle parking lot, accessory use				
Parking lot, accessory use	P	P		P
Parking lot, principal use	S	S		S
Parking structure, accessory use	P	P		P
Parking structure, principal use	S	S		S
Accommodation and Food Service Uses				
Assembly hall	S	S		S
Bed and breakfast	S	S	S	S
Hotel	S	S		S
Liquor stores, package	S	S		S
Restaurant	P	P		P
Restaurant, drive-through	S	S		S
Tavern	S	S		S
Entertainment and Recreation Uses				
Clubs and lodges	S	S		S
Convention and exposition center	S	S		S

Text Amendments Related to Business & Contractor Related Services

Entertainment establishment	S	S		S
Gaming establishment (limit of one establishment per shopping center, development, or property)	S	S		S
Health club	S	S		S
Nightclub	S	S		S
Public parks and open spaces	S	S	S	S
Recreation and instruction facility	S	S	S	
Recreation and instruction facility—Small		S	S	
With accessory massage in private room(s)	S	S		S
Sport and recreation facility, indoor	S	S		S
Sport and recreation facility, outdoor	S	S		S
Theater, indoor	S	S		S
Storage, Recycling, and Wholesale Trade Uses				
Wholesale and distribution facility, indoor				P
Wholesale and distribution facility, outdoor				S
Hazardous materials				S
Warehouse				P
Transportation Uses				
Ambulance service				S
Ground transportation service, small				S
Passenger terminal				S
Industrial Uses				
Contractor's shop				P
<u>Contractor service¹⁷</u>				P
Manufacturing, light				P
Research and development				P
Utility and Public Service Uses				
Broadcasting or recording studio	P	P		S
Substation/distribution equipment, indoor	S	S	S	P
Substation/distribution equipment, outdoor	S	S	S	S
Transmission tower ³	S	S	S	S
Water treatment plant	S	S		S
Temporary Uses				
Temporary real estate sales office	S	S	S	S

Industrial Districts—Permitted and Special Uses

P = Permitted Use, S = Special Use Permit, Blank = Not Allowed
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Docket No. PTA25-0002

Text Amendments Related to Business & Contractor Related Services

	I-1 Light Industrial and Office District	I-2 Limited Industrial District	I-3 General Industrial District	I-4 Heavy Industrial District
Educational Uses				
College, university, trade and technical school	S	S	S	
Day care (as an accessory to an approved principal use)	P	P	P	P
Community-Serving Uses				
Adult day services ¹⁴	S			
Public safety facility	S	S	S	S
Religious assembly ⁷ (such as churches, synagogues, etc.)	S			
Commercial and Office Uses				
Home improvement center	S			
Office, general	P	P	P	S
Office, government	P	P		
Pawn shop		S	S	
Retail establishment, adult			S	S
Health Care and Social Assistance Uses				
Health clinic (including dental, chiropractic, urgent care, etc.) (as an accessory to an approved principal use)	P	P	P	P
Medical office (including dental, chiropractic, etc.)	P			
Hospital	S	S	S	S
Service Uses				
General Service Uses				
Building maintenance service	S			
Business service	S P	P	P	
Cannabis cultivation center		S	S	
Cannabis craft grower	S			
Cannabis infuser	S			
Catering service	P	P	P	
Household maintenance and repair service	S P			
Psychic readings	S			
Tool/equipment rental facility ¹⁷ (inside only)	S	S	S	
Tool/equipment rental facility (any outside display or storage)	S			
Motor Vehicle Uses				
General Motor Vehicle Uses				
Car wash	S			
Drive-through facility (as an accessory to an approved principal use)	S			
Gas station/convenience store	S			
Compressed natural gas (CNG) fueling station			S	

Docket No. PTA25-0002

Text Amendments Related to Business & Contractor Related Services

Fueling station (gasoline or CNG), accessory to permitted use			P	P
Motor vehicle transport facility		S	S	
Snow plow contractor's storage yard	S	S	S	S
Truck filling depot				S
Parking Uses				
Heavy motor vehicle parking lot, accessory use	S	S	S	S
Heavy motor vehicle parking lot, large ¹¹	S	S	P	P
Heavy motor vehicle parking lot, small ¹¹	P	P	P	P
Parking lot, principal use	S	S	S	S
Parking lot, accessory use	P	P	P	P
Parking structure, principal use	S	S	S	S
Light Motor Vehicle Uses				
Body shop			S ⁹	
Motor vehicle custom shop	P	P	P	
Outdoor storage		S	S	S
Rental facility	S			
Repair facility			S ⁹	
Sales facility, fully enclosed	P	P	P	
Sales facility, new and used vehicles ⁵	S			
Heavy Motor Vehicle Uses				
Body shop			S	S
Outdoor storage			S	S
Rental facility			S	S
Repair facility			S	S
Sales facility			S	S
Entertainment and Recreation Uses				
Assembly hall, accessory use ¹⁶			S	
Clubs and lodges	S	S		
Entertainment establishment, adult			S	S
Recreation and instruction facility ¹³	S	S	S	
Recreation and instruction facility—Small ¹³	P	P	S	
With accessory massage in private room(s)	S	S	S	
Sports and recreation facility, outdoor	S	S		
Storage, Recycling, and Wholesale Trade Uses				
Mixed-waste processing facility		S	S	S
Outdoor		S	S	S
Recycling collection facility		S	S	S
Salvage operation, indoor			S	S
Transfer station			S	
Warehouse	P	P	P	P
Wholesale and distribution facility, indoor	P	P	P	P
Wholesale and distribution facility, outdoor	S	S	S	S
Storage Facilities				
Hazardous materials	S	S	S	S

Text Amendments Related to Business & Contractor Related Services

Self-storage facility			S	S
Transportation Uses				
Ambulance service	S			
Ground transportation service, large	S	S	S	
Ground transportation service, small	S	P		
Passenger terminal	S			
Truck freight terminal			S	S
Industrial Uses				
Concrete/asphalt plant				S
Contractor's shop	P	P	P	P
Contractor's yard			S	S
<u>Contractor service</u> ¹⁷	<u>P</u>	<u>P</u>	<u>P</u>	
Manufacturing, heavy			S	S
Manufacturing, medium		P	P	P
Manufacturing, light	P	P	P	P
Research and development	P	P	P	P
Utility and Public Service Uses				
Broadcasting or recording studio	S	S	S	S
Substation/distribution equipment, indoor	P	P	P	P
Substation/distribution equipment, outdoor	S	S	P	P
Transmission tower ³	S	S	S	S
Water treatment plant	S	S	P	P
Animal Services				
Animal boarding facility	S	S		
Animal grooming or training facility	S	S		
Animal hospital/clinic	S			

Notes referenced in Appendix A, Use Table:

1. New home day care facilities must be located a minimum of one-eighth mile from any existing home day care facility unless a variation is obtained.
2. Minimum lot size two acres. Side setbacks: eighty feet total, thirty feet minimum plus one foot for every one foot by which building height exceeds thirty feet. Site plan review required.
3. To be considered a permitted use on property that is owned by the village of Wheeling provided a license or lease agreement authorizing such wireless communication facilities has been approved by the village.
4. Minimum principal building size ten thousand square feet.
5. Outdoor display area is limited to two square feet for every one square foot of indoor sales area. Motor vehicle sales are limited to lots five acres or more in area.
6. Provided that all bulk oil, gasoline and waste shall be stored in underground tanks, and that all maintenance, repair work and painting shall be performed in an enclosed building.
7. Minimum principal building size fifteen thousand square feet.
8. Actual interest rates and required fees shall be prominently displayed.
9. Minimum lot size: One acre (forty-three thousand five hundred sixty square feet). Minimum distance from residential property is three hundred feet. Minimum lot coverage (building footprint/lot area) is twenty percent. Opaque screening with a minimum height of eight feet shall be required for all outdoor storage. The location and visibility of outdoor storage shall be considered in the special use review process.
10. Intentionally omitted.

Text Amendments Related to Business & Contractor Related Services

11. Shall be accessory to business located on the same property. Does not include construction equipment. Small heavy motor vehicle parking lot may include up to ten vehicles, of which no more than four may exceed thirty feet in length.
12. To be considered a permitted use on property that is owned by a government entity provided that the required permits have been approved by the village. Minor site plan approval required.
13. The character of the location (industrial vs. office) and type of facility (age of students, etc.), shall be considered in the special use review process.
14. Shall be located a minimum of five hundred feet from any runway protection zone or transition area.
15. May include residential as described in Section 19.06.010.B.3.
16. Shall be accessory to the principal business located on the same lot and must be affiliated with the principal business. Minimum building size is fifty-five thousand square feet.
17. **Outdoor storage is subject to the requirements of Section 19.10.070(c)(2)(D).**
Commercial vehicle parking is subject to the requirements of Section 19.11.010(b)(3)(B).

(Ord. 4331 § J (part), 2008; Ord. 4281 § C, 2007; Ord. 4220 § A (part), 2007; Ord. 4209 § B, 2007; Ord. 4198 § C, 2007)

(Ord. No. 4375, § A, 12-1-2008; Ord. No. 4409, § A, 4-6-2009; Ord. No. 4452, § F, 9-14-2009; Ord. No. 4454, § A, 9-14-2009; Ord. No. 4491, § D, 1-4-2010; Ord. No. 4510, § B, 4-5-2010; Ord. No. 4607, § J, 5-16-2011; Ord. No. 4608, § B, 5-16-2011; Ord. No. 4617, § B, 6-20-2011; Ord. No. 4703, § A, 6-4-2012; Ord. No. 4719, § O, 8-20-2012; Ord. No. 4730, § A, 11-12-2012; Ord. No. 4795, §§ G, H, 10-7-2013; Ord. No. 4832, § C, 2-18-2014; Ord. No. 5015, § C, 6-6-2016; Ord. No. 5036, § B, 10-17-2016; Ord. No. 5303, §§ G—J, 12-2-2019; Ord. No. 5358, § A, 9-21-2020; Ord. No. 5373, § A, 12-7-2020; Ord. No. 5481, § C, 3-7-2022; Ord. No. 5485, § A, 3-7-2022; Ord. No. 5548, § I(Exh. B), 11-7-2022; Ord. No. 5609, § A, 8-7-2023)



Agenda Item Details

Meeting	Nov 05, 2025 - Wheeling Plan Commission Regular Meeting
Category	7. Items for Review
Subject	H. Docket No. PTA25-0002, Request for Text Amendments to Title 19, Zoning, of the Wheeling Municipal Code and Associated Sections to Modify Regulations Concerning Business and Contractor Related Services for QuickKill Extermination Co. (94 Messner Drive). PUBLIC HEARING
Access	Public
Type	Action, Discussion
Recommended Action	Recommend approval of Docket No. PTA25-0002, amending Title 19 – Zoning of the Wheeling Municipal Code, specifically Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), to better regulate business and contractor related services in the Village of Wheeling.

Public Content

PUBLIC HEARING INFORMATION

Docket No. PTA25-0002: QuickKill Extermination Co. (94 Messner Drive, Wheeling, IL 60090), seeks text amendments to Title 19 – Zoning of the Wheeling Municipal Code, Chapter 19.01 (Definitions), 19.06 (Commercial District), Chapter 19.11.010 (Off-Street Parking and Loading), Appendix A (Use Table), and associated Chapters to permit Building Maintenance Services in the I-2 and I-3, General Industrial Zoning District.

PROJECT REVIEW

PETITIONER: QuickKill Extermination Co. (property owner)

SUBJECT: Docket No. PTA25-0002 / Text Amendment

REQUESTED ACTION: Text amendment to permit Building Maintenance Services in the I-2 and I-3 zoning districts.

SUMMARY FROM OCTOBER 8 PLAN COMMISSION

This request was continued from the October 8 Plan Commission meeting to allow additional time to evaluate the draft text amendments.

SUMMARY OF REQUEST

The petitioner, QuickKill Extermination Co. (QuickKill), is located at 94 Messner Drive. As identified in the petitioner's project description letter, QuickKill is a general pest management company serving both residential and commercial clients. The Wheeling facility functions as an operations base, with technicians performing pest management services at client locations rather than at the subject site.

Village staff recently learned that the business has been operating without a Business License for several months. Upon review, staff determined that the proposed operations fall under the category of "building maintenance services", which is not permitted in the I-3 Zoning District. Therefore, QuickKill is requesting a text amendment to permit "building maintenance services" in the I-3 Zoning District.

In staff's review of the petitioner's request and the related Zoning Code use classifications, it was determined that expanded text amendments were necessary to fully remedy zoning regulations center around contractor related uses. Currently the Zoning Code provides for five defined terms for such contractor related uses, as follows:

- Building maintenance service, Business service, Contractor's shop, Contractor's yard, and Snow plow contractor's storage yard.

In reviewing the above terms and associated land use regulations, emphasized that terms could be consolidated and others expanded to align with modern business services.

Contractor Service - A new business classification termed "Contractor service" is proposed to encompass a variety of businesses previously classified under "Building maintenance services" as well as "Contractor's shop". The new "Contractor service" classification would consolidate all contractor related services/business into one expanded term as proposed:

"Contractor service" means an establishment that maintains a permanent business office engaged in providing the following services, and may include the storage and maintenance of equipment and other materials customarily used in the provision of said services:

- a. Construction-related services on an individual or commercial basis; including but not limited to, general contracting, carpentry, mechanical, electrical, plumbing, roofing, masonry, painting, other construction trades, or fabrication excluding Manufacturing (Light, Medium, or Heavy) and Motor Vehicle related establishments.
- b. Services that support the routine maintenance, cleaning, repair and general upkeep of buildings and property; including but not limited to, janitorial and custodial services, pest control, extermination, cleaning/disinfecting services, landscaping and lawn maintenance, carpet and upholstery cleaning, or security and alarm monitoring services.
- c. Repair, installation, or servicing of commercial grade equipment, or similar large scale machinery and equipment, including but not limited to, hydraulic systems, electrical systems, printer and copier repair service, medical and dental equipment servicing, telecommunications equipment repair, and point-of-sale system repair, excluding Motor Vehicle (heavy and light) repair facility, body shops, and Household maintenance and repair service.

Additionally, this review identified the need to update the definitions of "Business services," "Household maintenance and repair service," and "Snow plow contractor's yard" to ensure consistency, clarity, and alignment within the Zoning Code.

Appendix A (Use Table) – With the updates to the existing definition and the creation of the new "Contractor service" classification, staff assessed the Appendix A Use Table to align with the updated terms and evaluate the appropriateness of each land use within the various Zoning Districts. The following summarizes the key changes to the Appendix Use Table:

- Since the prior "Building maintenance services" category will no longer be a standalone classification and be merged into the proposed "Contractor service" classification, this classification has been removed from the Use Table.
- The terms "Building maintenance services," "Contractor's shop," and "Contractor's yard" have been removed from the Municipal Code and incorporated into the new "Contractor services" definition. Contractor-related businesses will now be a permitted use within the MXI, I-1, I-2, or I-3 Districts.
- "Household maintenance and repair" will remain a permitted use in the B-1, B-3, MXC, and MXT Districts, and will now also be permitted in the B-2 and MXI Districts. Within the I-1 District, this use will change from a special use to a permitted use.
- "Snow plow contractors" will remain a Special Use in all Industrial Districts, but will be removed from the MXI and I-4 Districts.
- "Tool/equipment rental facilities" will be removed from the B-1, B-3, MXC, MXT, and MXI Districts, and will be permitted by Special Use in the I-1, I-2, and I-3 Districts. Facilities with outdoor display will no longer be permitted in any District.

Additional text amendments to Title 19

- Updates to the B-2 and B-3 Commercial Districts Chapters to update the Statement and Intent of each district to align with the proposed changes to the definition of "business services".
- Updates to the Off-Street Parking Chapter to match the updated contractor definitions/terms and further establish parking requirements to include company fleet vehicles.

As with all text amendments, the proposed changes are subject to review and input from the Plan Commission before being forwarded to the Village Board for consideration. Staff recommends that the Plan Commission review the proposed amendments, provide feedback, and direct staff to finalize the text changes for consideration by the Village Board.

The complete text amendments to Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table) are attached for the Commission's review (added text noted in **bold underline** and removed text is noted as ~~stricken text~~).

Standards for Text Amendment: Following are the petitioner's responses (*in italics*) to the standards for special use. (Any staff comments follow the petitioner's response).

1. **Will the proposed rezoning or text amendment comply with the intent and purpose of Title 19, Zoning?**
Petitioner: Yes, business maintenance services (such as pest control) are currently permitted by special use approval in I-1 zoning which is designed for much less intensive work than the I-3 zoned district. It would stand to reason and comply with the intent of the law -keeping heavy industrial activity out of sensitive areas- to allow a company with less intensive industrial activity to operate in a zone that allows even heavier industry.

Staff: Permitting contractor services in higher-intensity zoning districts aligns with the purpose of Title 19 by ensuring that less intensive uses are appropriately located in areas designed to accommodate heavier industrial activity, thereby protecting more sensitive areas of the Village.

2. Will the proposed rezoning or text amendment comply with the Comprehensive Plan, Official Map and all other plans and policies adopted by the Village? If not, explain why the proposal is in the best interest of the Village.

Petitioner: Yes, This proposal is more about amending the text to compensate for an obvious shortcoming in the text as currently written. The Village of Wheeling would be able to better provide clarity to businesses considering a move into this community if the text was amended as proposed.

Staff: The amendment clarifies zoning provisions and supports the Comprehensive Plan's goal of promoting business growth by making the code more consistent for prospective businesses considering Wheeling.

3. How have the physical or economic conditions pertaining to the subject area changed, making the existing zoning district or code regulation inappropriate and the proposed zoning district or regulation appropriate?

Petitioner: Nothing about the physical or economic conditions have changed. This is simply a logical adjustment to correct an item previously overlooked by the current code as written.

Staff: While physical and economic conditions have not changed, the proposed amendment corrects an inconsistency in the current code, ensuring that regulations accurately reflect the intensity and character of the Industrial zoning district.

4. How is the proposed rezoning or text amendment desirable and needed in the Village?

Petitioner: This amendment will bring a greater level of simplicity and clarity to the zoning regulations to make the village more user friendly for local businesses and perspective businesses looking to relocate into Wheeling. This will ultimately bring more business and therefore more revenue into the village thereby enhancing the ability of the village to provide local services to its residents.

Staff: The amendment will provide greater clarity and simplicity within the zoning code, reducing barriers for prospective businesses.

5. How will the proposed rezoning or text amendment be compatible with and not unduly depreciate the use and value of the surrounding property?

Petitioner: The amendment will not cause any depreciation of value to any property. It will only allow less intense industrial activity to better insulate heavy industrial companies by allowing business maintenance (and other lighter industries) to operate in corridors that allow even more disruptive activity.

Staff: Allowing less intensive contractor uses within higher-intensity zoning districts is consistent with surrounding land uses and is not expected to negatively impact property values.

6. How will the proposed rezoning or text amendment contribute to a rational pattern of land uses which is beneficial to the Village?

Petitioner: This amendment makes perfect rational sense. Business maintenance services are a very common type of business (which is currently permitted by special use permit in 1-1 Zones) allowing there operation in heavier zoning district could actually soften the impact that these heavier industrial corridors have on the surrounding community.

Staff: The amendment promotes a logical land use pattern by allowing lighter-intensity industrial services in districts already intended for heavier industrial operations, thereby broadening opportunities for businesses while reducing potential land use conflicts.

* * * * *

If the Plan Commission finds that the requirements for the granting of the text amendments have been satisfied, an appropriate motion would be to:

Recommend approval of Docket No. PTA25-0002, amending Title 19 – Zoning of the Wheeling Municipal Code, specifically Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), to better regulate business and contractor relates services in the Village of Wheeling.

ATTACHMENTS:

- Attachments to Staff Report
- 2025 Zoning Map
- Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), and Chapter 19.11.010 (Off-Street Parking and Loading) - Current Code Version
- Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), and Chapter 19.11.010 (Off-Street Parking and Loading) - Proposed Changes
- Appendix A (Use Table) - Current Code Version
- Appendix A (Use Table) - Proposed Changes

[Attachments to Staff Report.pdf \(281 KB\)](#)

[2025 Zoning Map Reduced File Size.pdf \(133 KB\)](#)

[19.01.010 Definitions Current Code Version.pdf \(485 KB\)](#)

[19.01.010 Definitions Proposed Changes 11052025.pdf \(71 KB\)](#)

[19.06 Commercial District Current Code Version.pdf \(127 KB\)](#)

[19.06 Commercial District Proposed Changes 11052025.pdf \(57 KB\)](#)

[19.11.010 Off Street Parking and Loading Current Code Version.pdf \(236 KB\)](#)

[19.11.010 Off-Street Parking and Loading Changes 11052025.pdf \(132 KB\)](#)

[Appendix A Current Code Version.pdf \(319 KB\)](#)

[Appendix A Changes 11052025.pdf \(107 KB\)](#)

Motion & Voting

Recommend approval of Docket No. PTA25-0002, amending Title 19 – Zoning of the Wheeling Municipal Code, specifically Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), to better regulate business and contractor related services in the Village of Wheeling.

Motion by Michelle Myer, second by Mike Sprague.

Final Resolution: Motion Carries

Yea: Don Johnson, Mike Sprague, Rick Hyken, Gerald Riles, Michelle Myer, Diane Smart, Steve Karl

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: November 5, 2025

Re: Docket No. PTA25-0002
Request for Text Amendments to Title 19, Zoning, of the Wheeling Municipal Code and Associated Sections to Modify Regulations Concerning Business and Contractor Related Services for QuickKill Extermination Co. (94 Messner Drive).

Chairman Johnson called Docket No. PTA25-0002 on November 5, 2025. Present were Commissioners Riles, Myer, Hyken, Karl, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

Village staff recently learned that the business has been operating without a Business License for several months. Upon review, staff determined that the proposed operations fall under the category of "building maintenance services", which is not permitted in the I-3 Zoning District. Therefore, QuickKill is requesting a text amendment to permit "building maintenance services" in the I-3 Zoning District.

In staff's review of the petitioner's request and the related Zoning Code use classifications, it was determined that expanded text amendments were necessary to fully remedy zoning regulations center around contractor related uses. Currently the Zoning Code provides for five defined terms for such contractor related uses, as follows:

- Building maintenance service, Business service, Contractor's shop, Contractor's yard, and Snow plow contractor's storage yard.

In reviewing the above terms and associated land use regulations, emphasized that terms could be consolidated and others expanded to align with modern business services.

Contractor Service - A new business classification termed "Contractor service" is proposed to encompass a variety of businesses previously classified under "Building maintenance services" as well as "Contractor's shop". The new "Contractor service" classification would consolidate all contractor related services/business into one expanded term as proposed:

"Contractor service" means an establishment that maintains a permanent business office engaged in providing the following services, and may include the storage and maintenance of equipment and other materials customarily used in the provision of said services:

- (a) Construction-related services on an individual or commercial basis; including but not limited to, general contracting, carpentry, mechanical, electrical, plumbing, roofing, masonry, painting, other construction trades, or fabrication excluding Manufacturing (Light, Medium, or Heavy) and Motor Vehicle related establishments.
- (b) Services that support the routine maintenance, cleaning, repair and general upkeep of buildings and property; including but not limited to, janitorial and custodial services, pest control, extermination, cleaning/disinfecting services, landscaping and lawn maintenance, carpet and upholstery cleaning, or security and alarm monitoring services.
- (c) Repair, installation, or servicing of commercial grade equipment, or similar large scale machinery and equipment, including but not limited to, hydraulic systems, electrical systems, printer and copier repair service, medical and dental equipment servicing, telecommunications equipment repair, and point-of-sale system repair, excluding Motor Vehicle (heavy and light) repair facility, body shops, and Household maintenance and repair service.

Additionally, this review identified the need to update the definitions of “Business services,” “Household maintenance and repair service,” and “Snow plow contractor’s yard” to ensure consistency, clarity, and alignment within the Zoning Code.

Appendix A (Use Table) – With the updates to the existing definition and the creation of the new “Contractor service” classification, staff assessed the Appendix A Use Table to align with the updated terms and evaluate the appropriateness of each land use within the various Zoning Districts. The following summarizes the key changes to the Appendix Use Table:

- Since the prior “Building maintenance services” category will no longer be a standalone classification and be merged into the proposed “Contractor service” classification, this classification has been removed from the Use Table.
- The terms “Building maintenance services,” “Contractor’s shop,” and “Contractor’s yard” have been removed from the Municipal Code and incorporated into the new “Contractor services” definition. Contractor-related businesses will now be a permitted use within the MXI, I-1, I-2, or I-3 Districts.
- “Household maintenance and repair” will remain a permitted use in the B-1, B-3, MXC, and MXT Districts, and will now also be permitted in the B-2 and MXI Districts. Within the I-1 District, this use will change from a special use to a permitted use.
- “Snow plow contractors” will remain a Special Use in all Industrial Districts, but will be removed from the MXI and I-4 Districts.

- “Tool/equipment rental facilities” will be removed from the B-1, B-3, MXC, MXT, and MXI Districts, and will be permitted by Special Use in the I-1, I-2, and I-3 Districts. Facilities with outdoor display will no longer be permitted in any District.

Additional text amendments to Title 19

- Updates to the B-2 and B-3 Commercial Districts Chapters to update the Statement and Intent of each district to align with the proposed changes to the definition of “business services”.
- Updates to the Off-Street Parking Chapter to match the updated contractor definitions/terms and further establish parking requirements to include company fleet vehicles.

As with all text amendments, the proposed changes are subject to review and input from the Plan Commission before being forwarded to the Village Board for consideration. Staff recommends that the Plan Commission review the proposed amendments, provide feedback, and direct staff to finalize the text changes for consideration by the Village Board.

There was general discussion related to the tool/equipment rental facilities business category. There were no other questions from the Plan Commission.

MOTION: Commissioner Myer moved, seconded by Commissioner Sprague to recommend approval for Docket No. PTA25-0002, amending Title 19 – Zoning of the Wheeling Municipal Code, specifically Chapter 19.01 (Definitions), Chapter 19.06 (Commercial Districts), Chapter 19.11.010 (Off-Street Parking and Loading), and Appendix A (Use Table), to better regulate business and contractor related services in the Village of Wheeling.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Karl to close Docket No. PTA25-0002.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

DRAFT

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on October 8, 2025 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Quick Kill Extermination Co., 94 Messner Drive, Wheeling, IL 60089, seeking text amendments to Title 19, Zoning, of the Wheeling Municipal Code, Section 19.01 (Definitions), Section 19.11.010 (Off-Street Parking and Loading), Appendix A (Use Table), and associated sections to modify regulations concerning Building Maintenance Services. All interested persons are invited to attend and be heard.

Docket No. PTA25-0002
Published in Daily Herald Sept. 23, 2025 (305497)

CERTIFICATE OF PUBLICATION

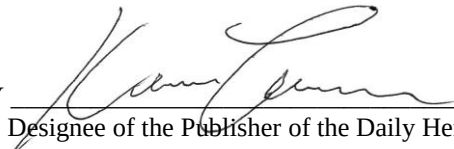
Paddock Publications, Inc.

Northwest Suburbs Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/23/2025 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 305497





MEMORANDUM

DATE: November 17, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval for an Indoor Recreation and Instruction Facility (DNA Tumbling, 636 Wheeling Road) [Docket No. PSU25-0022]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

DNA Tumbling seeks special use approval to permit a recreation and instruction facility specializing in cheer tumbling classes at 636 Wheeling Road. At the November 5, 2025 hearing, the Plan Commission unanimously recommended approval of this request.

MEMO

The petitioner seeks to operate an indoor instructional gym specializing in cheer tumbling classes that will accommodate 10–15 students per class. As outlined in the petitioner's Project Description Letter (attached), the facility will offer morning classes from 9 a.m. to 12 p.m. and afternoon sessions from 4 p.m. to 8 p.m.

Plan Commission Recommendation

At the November 5, 2025, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Smart, to recommend approval of Docket No. PSU25-0022 granting special use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a recreation and instruction facility for DNA Tumbling, located at 636 Wheeling Road, in accordance with the exhibits listed below and subject to the following conditions:

1. A minimum of one (1) employee shall be onsite at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties, or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.
4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 – Signs.

There being seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the findings of fact and recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation to grant special use approval for a recreation and instruction facility for DNA Tumbling, subject to conditions. I have no further comments.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0022]
Exhibits: Petitioner's Project Description Letter (received by the Village on 9/25/2025)
Floor Plan (received by the Village on 9/26/2025)
PC Staff Report
Report Attachments (staff)

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL FOR AN INDOOR RECREATION AND INSTRUCTION FACILITY (DNA TUMBLING, 636 WHEELING ROAD)

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on November 5, 2025, duly noticed on October 21, 2025, to consider a petition by DNA Tumbling for special use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a Recreation and Instruction Facility located at 636 Wheeling Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the I-2 (limited Industrial) zoning district; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 7 ayes, 0 nays, and 0 absent; and

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

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

Section A

This Board of Trustees, after considering the Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with the appropriate, and orderly development of the district in which it is located;
- The location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a recreation and instruction

facility, in the I-2 (Limited Industrial) zoning district, located at the Subject Site, hereinafter legally described:

LEGAL DESCRIPTION:

THE SOUTH 400 FEET OF BLOCK 3 EXCEPT THE WEST 495 FEET THEREOF AND EXCEPT THE EAST 15.25 FEET THEREOF IN HERZOGS FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF TH 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 OF COOK COUNTY, ILLINIOIS, ON DECEMBER 13, 1955, AS DOCUMENT NO 1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NO 1713481 IN COOK COUNTY, ILLINOIS.

Section C

The Special Use Approval granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A**:

- Petitioner's Project Description Letter (received by the Village on 9/25/2025)
- Floor Plan (received by the Village on 9/26/2025)

Section D

The Special Use Approval granted in Section B of this Ordinance is subject to the following conditions:

1. A minimum of one (1) employee shall be onsite at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties, or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.
4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 – Signs.

Section E

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

Docket No. PSU25-0022

Special Use Approval for a Recreation & Instruction Facility (DNA Tumbling)

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 17th day of November, 2025.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 18th day of November, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A
(Attached)

- Petitioner's Project Description Letter (received by the Village on 9/25/2025)
- Floor Plan (received by the Village on 9/26/2025)



We are excited to present our vision for a new cheer tumbling gym that aims to inspire and empower the young athletes in our community. As partners with a shared passion for cheerleading and youth development, we are committed to creating a facility that promotes skill-building, confidence, and camaraderie among participants.

Our gym will offer cheer tumbling classes primarily in the afternoons, accommodating around 10-15 girls per class. This small group size ensures personalized instruction and the opportunity for each participant to receive attention and support from our experienced coaches. Additionally, we are considering adding a "Tots" class in the mornings, providing a welcoming introduction to cheer for our youngest athletes.

Our operational hours will be designed to fit the needs of families, running from 9 AM to 12 PM for morning classes and from 4 PM to 8 PM for afternoon sessions. This schedule allows for flexibility, catering to both working parents and those who wish to engage in after-school activities.

In running the cheer tumbling gym, we will focus on creating a safe, inclusive, and positive environment where kids can develop not only their tumbling techniques but also life skills such as teamwork, perseverance, and self-esteem. We aim to foster a strong sense of community and encourage healthy competition through organized events and showcases throughout the year.

As partners, we believe our combined skills and experiences uniquely position us to successfully launch and manage this gym. We are eager to collaborate with local schools, sports organizations, and families to ensure that our gym meets the needs of our community.

Thank you for considering our proposal. We are excited about the opportunity to contribute to the local youth sports landscape and look forward to the possibility of discussing this further.

Thank you,

Alexia Calistri and Danielle Haro



Agenda Item Details

Meeting	Nov 05, 2025 - Wheeling Plan Commission Regular Meeting
Category	7. Items for Review
Subject	D. Docket No. PSU25-0022, Request for Special Use Approval to Permit a Recreation and Instruction Facility for DNA Tumbling (636 Wheeling Road). PUBLIC HEARING
Access	Public
Type	Action, Discussion
Fiscal Impact	No
Budgeted	No
Recommended Action	Recommend approval of Docket No. PSU25-0022, granting Special Use, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility for DNA Tumbling, located at 636 Wheeling Road, in accordance with the Petitioner's Project Description Letter received by the Village on 9/25/2025, Floor Plan received by the Village 9/26/2025, and subject to the following conditions: 1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation. 2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties or events shall be permitted. 3. All activities shall be conducted entirely within the indoor facility. 4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

Public Content

Docket No. PSU25-0022: DNA Tumbling (1723 East Burr Oak, Arlington Heights, IL 60004), lessee, is seeking special use approval pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility (cheer tumbling gym), located at 636 Wheeling Road, which is zoned I-2, Limited Industrial.

GENERAL PROPERTY INFORMATION

Petitioner: DNA Tumbling (lessee)

Building size: 3,000. ft. Unit / 133,938 sq. ft. Building

Property Size: 7.12 Acres

Neighboring Property Land Use(s):

North/East/South: Industrial

West: Residential (Mark Twain Elementary School)

Existing Use of Property: Multi-tenant industrial building

Existing Zoning: I-2, Limited Industrial

Comprehensive Plan Designation: Industrial

Zoning History: None

SUMMARY OF REQUEST

The petitioner, DNA Tumbling, requests special use approval to permit a recreation and instruction facility to operate an indoor cheer tumbling gym for young athletes.

SPECIAL USE ANALYSIS

A Special Use is the use of land in which, because of their unique characteristics, cannot ordinarily be allowed in a particular zoning district without consideration of their impact upon neighboring land uses and would not be detrimental to the public health, safety or general welfare. After review of the Standards summarized in this staff report, the Commission

may impose reasonable restrictions that make the special use more compatible for the zoning district in which it is located, which may include conditions related to site plan aspects to mitigate adverse effects.

The petitioner is seeking to operate an indoor instructional gym specializing in cheer tumbling classes that will accommodate 10-15 students per class. As outlined in the Petitioner's Project Description Letter (attached), the facility will offer morning classes from 9:00 AM to 12:00 PM and afternoon sessions from 4:00 PM to 8:00 PM. The petitioner did not indicate how many staff would be present.

Staff has included a condition that the facility shall be used exclusively for cheer tumbling training; no unrelated activities, parties or events shall be permitted. Limiting the use will prevent the facility from evolving into a general event venue (e.g., special events, parties, etc.) that does not align with the intent of the zoning district.

Recreational facilities are considered compatible with the I-2 Zoning District, as they effectively utilize large, open floor areas suitable for indoor sports and other large-scale recreational activities.

Standards for Special Use: The petitioner has submitted the following responses to the standards for special use. (Any staff comments follow the petitioner's response)

1. State why the Special Use is necessary for the public convenience at the proposed location.

Petitioner: We're excited about the prospect of establishing a cheerleading gym in our area, tailored specifically to help children enhance their tumbling and cheer skills. While we are fortunate to have an excellent gymnastics facility nearby, there's a distinct need for dedicated cheerleading spaces. A specialized cheer gym would offer a safe and supportive environment where kids can: Build confidence and teamwork skills, Master their tumbling techniques. Engage in fun and lively cheerleading events and Nurture friendships and a sense of community. By introducing a cheer gym, we can provide our children with opportunities to not only develop athletic abilities but also learn crucial life lessons in discipline and collaboration.

Staff: The proposed location within the I-2, Limited Industrial Zoning District permits recreation and instruction facilities subject to the granting of a Special Use and the proposed use is compatible with typical I-2 uses and the uses of the subject site.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: Introducing a cheerleading gym in our community will have a positive impact without any negative effects for several reasons:

1. Community Engagement: The gym will be a hub for youth activities, providing a safe space that encourages participation and socialization among families.
2. Support for Local Businesses: Increased foot traffic from families attending classes and events will benefit nearby shops and restaurants, boosting the local economy.
3. Promotion of Healthy Lifestyles: The gym will encourage physical fitness, offering children a fun way to stay active and healthy.
4. Attracting Events: Hosting competitions and showcases will draw visitors from neighboring areas, bringing attention and revenue to our community.
5. Inclusivity: The gym will bring together children from diverse backgrounds, enhancing community cohesion. A cheerleading gym will enrich our area, supporting both our youth and local businesses while promoting a vibrant, healthy community.

Staff: The proposed use will occur entirely within an existing building and will not alter the character of the area.

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

Petitioner: The gym will be situated at the back of the building, ensuring that it won't impact any activities or occupants on the lot. Additionally, being located in a warehouse provides excellent soundproofing.

Staff: The proposed use will occupy a developed property with convenient public access that will not impede the surrounding properties.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

Petitioner: No it will not.

Staff: There are no proposed changes to the exterior of the building or site, and the majority of the proposed business operations would occur outside of the standard day-time operations of the surrounding industrial uses.

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

Petitioner: There are plenty of parking spots available behind the building, making drop-off and pick-up convenient for parents. With typically no more than 10 kids per class, traffic congestion will be minimal

Staff: The proposed use will be located within an existing development which shares parking with other tenants. Sufficient parking exists on site to service the proposed use.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Petitioner: It will meet all requirements.

Staff: The proposed use is consistent with the I-2 (Limited Industrial) Zoning District and the Comprehensive Land Use designation of Industrial.

STAFF REVIEW

Fire Department Review: No comments from the Fire Department related to the Special Use.

Engineering Division Review: No comments from the Engineering Division related to the Special Use.

Staff Recommended Action: Staff recommends approval of the special use subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.
4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

* * * * *

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use for the operation of a recreation and instruction facility, the appropriate motion would be to:

Recommend approval of Docket No. PSU25-0022, granting Special Use, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility for DNA Tumbling, located at 636 Wheeling Road, in accordance with the Petitioner's Project Description Letter received by the Village on 9/25/2025, Floor Plan received by the Village 9/26/2025, and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.
4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

ATTACHMENTS:

Attachments to Staff Report (Staff)

Petitioner's Project Description Letter (received by the Village on 9/25/2025)

Floor Plan (received by the Village on 9/26/2025)

[DNA Tumbling Images.pdf \(1,371 KB\)](#)

[Project Description Letter.pdf \(58 KB\)](#)

[Floor Plan.pdf \(195 KB\)](#)

Motion & Voting

Recommend approval of Docket No. PSU25-0022, granting Special Use, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility for DNA Tumbling, located at 636 Wheeling Road, in accordance with the Petitioner's Project Description Letter received by the Village on 9/25/2025, Floor Plan received by the Village 9/26/2025, and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.

4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

Motion by Michelle Myer, second by Diane Smart.

Final Resolution: Motion Carries

Yea: Don Johnson, Mike Sprague, Rick Hyken, Gerald Riles, Michelle Myer, Diane Smart, Steve Karl

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: November 5, 2025

Re: Docket No. PSU25-0022
Request for Special Use Approval to Permit a Recreation and Instruction Facility for DNA Tumbling (636 Wheeling Road).

Chairman Johnson called Docket No. PSU25-0022 on November 5, 2025. Present were Commissioners Riles, Myer, Hyken, Karl, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

The petitioner is seeking to operate an indoor instructional gym specializing in cheer tumbling classes that will accommodate 10-15 students per class. As outlined in the Petitioner's Project Description Letter, the facility will offer morning classes from 9:00 AM to 12:00 PM and afternoon sessions from 4:00 PM to 8:00 PM.

Staff has included a condition that the facility shall be used exclusively for cheer tumbling training; no unrelated activities, parties or events shall be permitted. Limiting the use will prevent the facility from evolving into a general event venue (e.g., special events, parties, etc.) that does not align with the intent of the zoning district.

Recreational facilities are considered compatible with the I-2 Zoning District, as they effectively utilize large, open floor areas suitable for indoor sports and other large-scale recreational activities.

Petitioners Alexia Calistri and Danielle Haro stepped up to the podium and were sworn in.

Commissioner Myer asked about staffing and hours of operation. Ms. Haro stated that they are operating at later hours from 6:30 PM to 8:30 PM at their current facility. With the new facility, they plan to start around 4:30 PM and end around 7:00 PM. They also plan to run classes in the morning on days when they are off school. One of the petitioners will always be on site along with 3-4 coaches.

Commissioner Karl asked about the type of equipment. Ms. Calistri responded that they will have a spring floor along with a dead mat and some tumbling mats. They will also have a small training trampoline (Tumble Track). In response to Commissioner Karl's question, Ms. Haro responded that the parents drop off and wait in the parking lot. Some of the parents of the younger students will stay inside until the kids are comfortable enough for the parents to drop them off.

Commissioner Sprague asked about the experience level of the coaches. Ms. Haro responded that the coaches have all been experienced cheerleaders themselves, working with the group for at least 3 years, and all are USA Cheer certified.

Commissioner Hyken did not have any additional questions.

Commissioner Smart asked about the ages of the students. Ms. Haro responded the ages range from 6-14 and they are hoping to add a mom and tot class. They intend to run weekly camps over the summer. In response to Commissioner Smart's question, the petitioners confirmed there would not be any competitions at this location as the facility does not meet the minimum competition facility standards.

Commissioner Riles asked about the coach to athlete ratio. Ms. Calistri stated that they have a lot of coaches, which has helped make them very successful. Ms. Haro stated they have a maximum ratio of 5:1 (student to coach), plus one of the two petitioners is always present. Commissioner Riles asked the petitioners to explain their process for dealing with medical situations. They maintain logs, discuss injuries with the parents, call 911 when necessary, and also have waivers signed for each student. They also require a doctor's note to return to class.

Chairman Johnson did not have any questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval for Docket No. PSU25-0022, granting Special Use, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility for DNA Tumbling, located at 636 Wheeling Road, in accordance with the Petitioner's Project Description Letter received by the Village on 9/25/2025, Floor Plan received by the Village 9/26/2025, and subject to the following conditions:

1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. The facility shall be used exclusively for cheer and tumbling training and classes; no unrelated activities, parties or events shall be permitted.
3. All activities shall be conducted entirely within the indoor facility.
4. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles

NAYS: None

ABSENT: None

ABSTAIN: None

There being seven affirmative votes, the motion was approved.

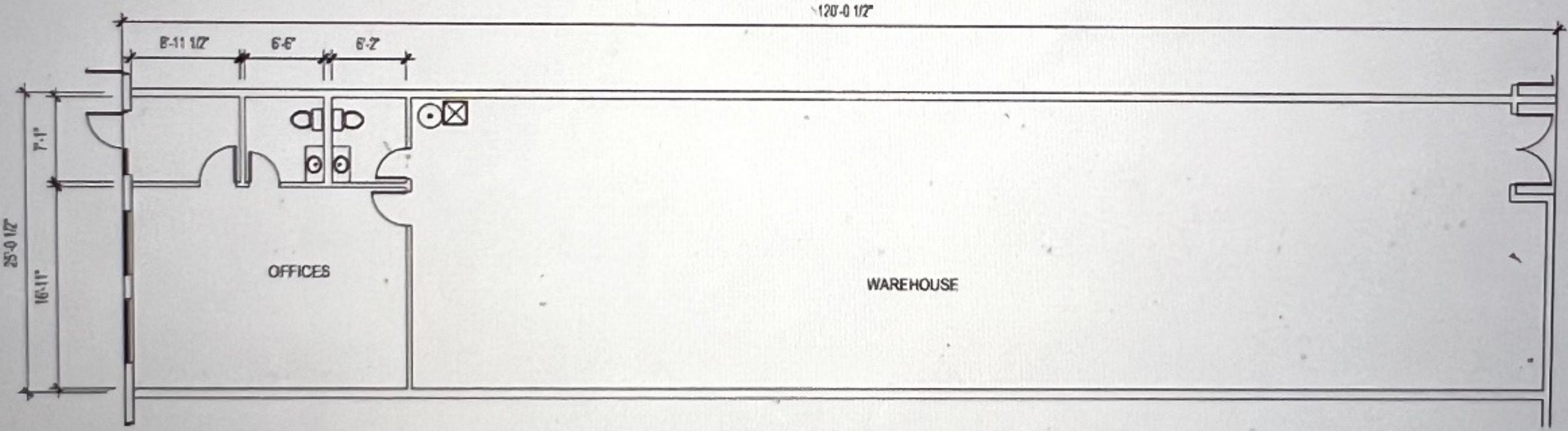
MOTION: Commissioner Myer moved, seconded by Commissioner Sprague to close Docket No. PSU25-0022.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

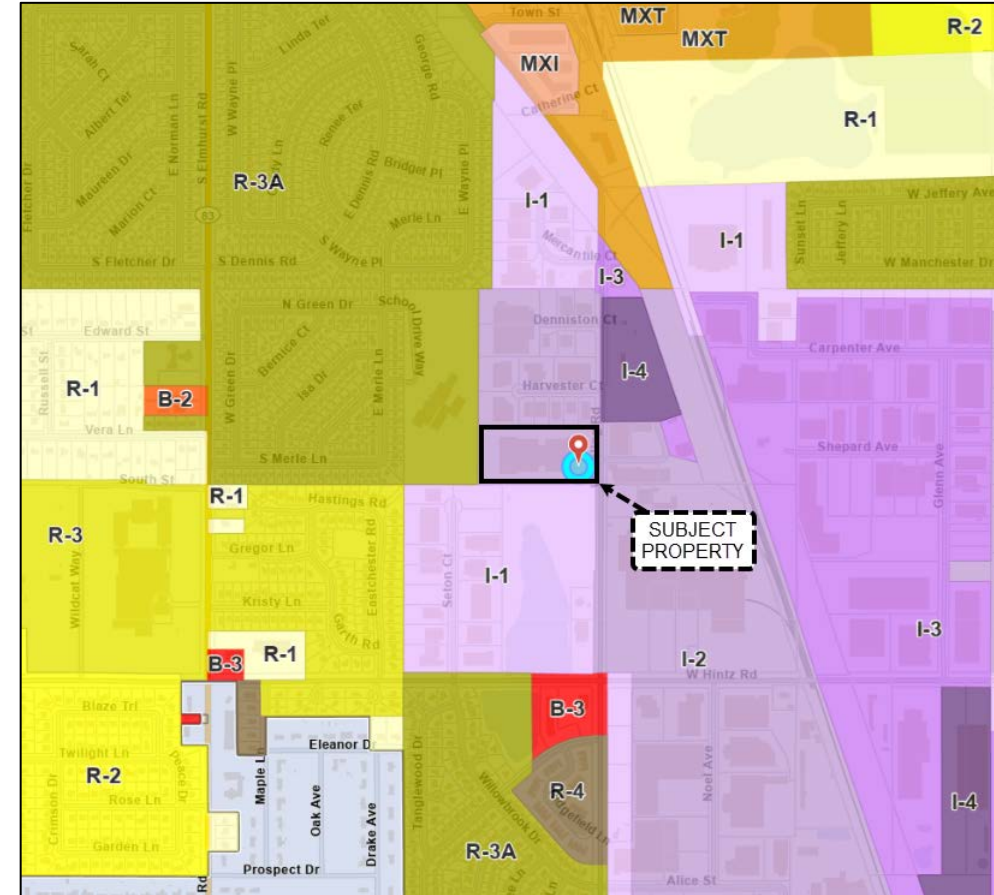
Received by the Village 9/26/2025



1 FLOOR PLAN
1/16" = 1'-0"



LOCATION MAP



ZONING MAP



Photo of the Front of the Business Facing East from the Parking Lot.



Photo of Parking Lot Facing North from Southwest Property Corner.

Legal notices

to place a legal advertisement, email legals@dailyherald.com or call 847-427-4671 hours: M - F 8:30 a.m. - 4:30 p.m.

Public Hearings & Notices

PUBLIC NOTICE
October 22, 2025 Kane County, IL—John A. Cunningham, Kane County Clerk announced today that a lottery for ballot placement for the March 17, 2026 General Primary Election will be held on Wednesday, November 5, 2025 at 9:00 a.m. at Kane County Clerk's Office (Bldg B), Kane County Government Center, 719 S. Batavia Avenue, Geneva, IL.
Published in Daily Herald October 21, 2025 (309806)

NOTICE OF PUBLIC HEARING
Notice is hereby given that the Planning and Zoning Commission of the Village of Hoffman Estates will hold a public hearing on Wednesday, November 5, 2025 at 6:30 p.m. in the Hoffman Estates Municipal Building, 1900 Hassell Road, Hoffman Estates, IL to consider a request for a Variation to permit side yard setback reduction for the property located at 3992 N Parkside Dr. PIN # 01-25-202-028. The petitioner of this request is Bryan Ackertlund, Rai Chhatwani, Chairperson
Published in Daily Herald Oct. 21, 2025 (309571)

NOTICIA PUBLICA
22 de Octubre, 2025, Condado de Kane, IL—John A. Cunningham, Secretario del Condado de Kane, anuncio hoy que una loteria para la colocación en la votación de la Elección Primaria General, 17 de Marzo, 2026 se llevará a cabo el Miércoles, 5 de Noviembre, 2025 a las 9:00 a.m. en el edificio de la Oficina del Secretario del Condado (Bldg. B) Condado de Kane Centro de Gobierno, 719 S. Batavia Avenue Geneva, IL.
Published in Daily Herald October 21, 2025 (309808)

NOTICE OF SPECIAL MEETING OF THE KANE COUNTY BOARD
A Special Meeting of the Kane County Board will take place on Wednesday, October 22, 2025 at 2:00 p.m. at the Kane County Government Center, 719 S. Batavia Avenue, Building A, Geneva, Illinois 60134.
The business to be conducted at the special meeting is to consider and potentially vote on the following resolutions and ordinances: (a) A Resolution Authorizing an Increase in the County Motor Fuel Tax; (b) An Ordinance Establishing and Imposing a County Grocery Retailers' Occupation Tax for the County of Kane; (c) A Resolution Authorizing a Budget Adjustment for Public Defender's FY2026 Budget; (d) A Resolution Authorizing a Budget Adjustment for County Services FY2026 Budget; (e) A Resolution Authorizing a Budget Adjustment for Judiciary's FY2026 Budget; (f) An Amending Ordinance 24-216; (g) An Ordinance Adopting the Fiscal Year 2026 Annual Appropriations and Budget; and (h) A Resolution Approving the FY26 Budget to be Placed on Public Display.
John A. Cunningham
Kane County Clerk
Dated: 10/17/2025
Published in Daily Herald Oct. 21, 2025 (309768)

NOTICE OF PUBLIC HEARING
Case No. P2510-01
PUBLIC NOTICE IS HEREBY GIVEN THAT THE Plan Commission of the Village of Schaumburg will conduct a public hearing on Wednesday, November 5, 2025, at 7:00 p.m. in the Board Room of the Temporary Village Hall located at 1000 Woodfield Road, to consider a request for a Special Use to Raise Fowl located at 501 Plymouth Lane (PIN #07-29-213-028-0000).
Plans depicting the proposed request are on file for public review in the Community Development Department - Planning Division, 1000 Woodfield Road, Schaumburg, Illinois.
All persons desiring to be heard will be given the opportunity to be heard. Individuals with disabilities who plan to attend this hearing or individuals who require certain accommodations to allow them to observe and/or participate in this hearing, are requested to contact the Community Development Department at (847) 923-4430 at least one (1) week prior to this public hearing if possible.
RICH GERBER, CHAIRPERSON
PLAN COMMISSION
Published in Daily Herald Oct. 21, 2025 (309775)

PUBLIC NOTICE NORTHEAST DUPAGE SPECIAL RECREATION ASSOCIATION 2026 BOARD OF TRUSTEES APPROVED MEETING SCHEDULE
In accordance with the Illinois Open Meetings Act (5 ILCS 120), notice is hereby given that the Board of Trustees of the Northeast DuPage Special Recreation Association has approved the following schedule of regular meetings for the 2026 calendar year.
Unless otherwise noted, all meetings will be held at Northeast DuPage Special Recreation Association, 1770 W. Centennial Place, Board Room, Addison, Illinois, beginning at 1:30 p.m.
Meeting Dates:
• Wednesday, February 4, 2026
• Wednesday, March 11, 2026
• Wednesday, April 1, 2026
• Wednesday, May 6, 2026
• Wednesday, June 3, 2026
• Wednesday, August 5, 2026
• Wednesday, October 7, 2026
• Wednesday, December 2, 2026
*Location of the December meeting is to be determined (TBD).
By order of the Board of Trustees Northeast DuPage Special Recreation Association
Published in Daily Herald Oct. 21, 2025 (309665)

NOTICE OF PUBLIC HEARING
Project: **Proposed 320 Gateway Logistics Redevelopment Project, Arterial and Concept Plan**
To Whom It May Concern:
The Village of Schaumburg will be conducting a public hearing on November 11th at 7:00 pm in the Schaumburg Village Hall (1000 Woodfield Road) to discuss a proposed tax increment financing redevelopment project area (a "TIF District") and the Village's intent to prepare a redevelopment plan for the area around the southern portion of the Village generally bounded by 1000 Woodfield Road to the north, the Metra railroad tracks to the south, and Springinguth Road to the west, consisting of approximately 70 acres.
The purpose of creating a TIF District is to remove and alleviate existing adverse conditions to encourage private investment and enhance the tax base through the development and redevelopment of project areas. The purpose of the redevelopment plan is to encourage commercial development and redevelopment of properties as well as construction of public works improvements throughout the area. To stimulate private investment and redevelopment of the commercial areas, the Village is pursuing the use of tax increment financing (TIF). TIF is a financing mechanism that allows a municipality to capture tax revenues produced by the enhancing valuation of properties and redevelopment resulting from the municipality's redevelopment program and to pay redevelopment project costs. TIF does not levy new taxes.
A draft copy of the proposed TIF Plan is available for viewing in the Economic Development Department at 1000 Woodfield Road and online at: <https://www.villageofschamburg.com/government/economic-development/tax-increment-financing-tif>
At the public hearings, all interested persons will be given an opportunity to be heard. Please contact the Village at (847) 923-3853 or mfrank@schamburg.com if you have any questions or need any additional information.
Sincerely,
Matt Frank, AICP
Director of Economic Development
Published in Daily Herald Oct. 21, 2025 (309752)

ORDINANCE NO. 0-25-31
AN ORDINANCE AMENDING SECTION 94.392 OF CHAPTER 94, TAXATION, OF THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK, BY MODIFYING SAID SECTION 94.392 CONCERNING THE MUNICIPAL GROCERY SERVICE OCCUPATION TAX
WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and
WHEREAS, the Village of Hanover Park (Village) is a home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and
WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and
WHEREAS, the Village passed (Ordinance 0-25-13), the Municipal Grocery Retailers' Occupation Tax; and Municipal Grocery Retailers' Service Occupation Tax on June 5, 2025, and now desires to amend Section 94-392 of Chapter 94 of the Village's Municipal Code concerning the Grocery Retailers' Service Occupation Tax; now therefore
BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park Cook and DuPage Counties, Illinois, as follows:
SECTION 1: Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.
SECTION 2: That Section 94-392 of Chapter 94, Taxation, of the Municipal Code of the Village of Hanover Park, as amended, is hereby amended to read as follows:
Sec. 94-392. - Municipal Grocery Service Occupation Tax
Imposed:
A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 94-391. The imposition of this tax shall be in accordance with and subject to the provisions of Section 8-11- 24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).
SECTION 3: As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to place a copy of this Ordinance with the Illinois Department of Revenue.
SECTION 4: If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.
SECTION 5: In accordance with 65 ILCS 5/1-2-4, this Ordinance shall be published once, within thirty (30) days this ordinance hereof, by authority of the Corporate Authorities in the Daily Herald, being a newspaper of general circulation in the Village of Hanover Park, Illinois, there being no newspaper published therein that the Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner and form required by law (except the taxes so imposed shall take effect on January 1, 2026).
ADOPTED this 16th day of October 2025, pursuant to a roll call vote as follows:
AYES: Gutierrez, Porter, Porter, Kunkel, Bankole, Broccolino, Albusk
NAYS: None
ABSENT: NONE
ABSTENTION: None
APPROVED by me this 16th day of October 2025.
[Signature]
Rodney S/Craig, Village President
ATTESTED, filed in my office
this 17th day of October 2025, and Published in the Daily Herald on the 21st day of October 2025.
[Signature]
Kristy McMill, Village Clerk
Published in Daily Herald October 21, 2025 (2366496)

Public Hearings & Notices

Docket No. PSU25-0022
NOTICE OF PUBLIC HEARING
Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on November 5, 2025 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, 60090 to act on a petition by Alexia Calistri/DNA Tumbling and Cheer (lessee), 1723 East Burr Oak Road, Arlington Heights, IL 60004, seeking Special Use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit a recreation and instruction facility to be located at 640 Wheeling Road, which is zoned I-2, Limited Industrial. All interested persons are invited to attend and be heard.
Docket No. PSU25-0022
Published in Daily Herald Oct. 21, 2025 (2368424)

NOTICE OF PUBLIC HEARING
Case No. P2510-02
PUBLIC NOTICE IS HEREBY GIVEN THAT THE Plan Commission of the Village of Schaumburg will conduct a public hearing on Wednesday, November 5, 2025, at 7:00 p.m. in the Board Room of the Temporary Village Hall located at 1000 Woodfield Road, to consider a request for a Special Use to Raise Fowl located at 816 Apple Drive (PIN #07-18-403-030-0000).
Plans depicting the proposed request are on file for public review in the Community Development Department - Planning Division, 1000 Woodfield Road, Schaumburg, Illinois.
All persons desiring to be heard will be given the opportunity to be heard. Individuals with disabilities who plan to attend this hearing or individuals who require certain accommodations to allow them to observe and/or participate in this hearing, are requested to contact the Community Development Department at (847) 923-4430 at least one (1) week prior to this public hearing if possible.
RICH GERBER, CHAIRPERSON
PLAN COMMISSION
Published in Daily Herald Oct. 21, 2025 (309657)

CASE - PTRL #001124-2025
NOTICE OF PROPOSED STREET VACATION
The Lake County Board has scheduled a public hearing on Wednesday, November 5, 2025, at 3:00 p.m. at the Lake County Central Permit Facility, 500 W. Winchester Road, Libertyville, Illinois, on the extension of the unimproved 40' Right of Way located at 816 Apple Drive (PIN #07-18-403-030-0000).
Plans depicting the proposed request are on file for public review in the Community Development Department - Planning Division, 1000 Woodfield Road, Schaumburg, Illinois.
All persons desiring to be heard will be given the opportunity to be heard. Individuals with disabilities who plan to attend this hearing or individuals who require certain accommodations to allow them to observe and/or participate in this hearing, are requested to contact the Community Development Department at (847) 923-4430 at least one (1) week prior to this public hearing if possible.
RICH GERBER, CHAIRPERSON
PLAN COMMISSION
Published in Daily Herald Oct. 21, 2025 (309657)

NOTICE OF PUBLIC HEARING
Case No. P2510-01
PUBLIC NOTICE IS HEREBY GIVEN THAT THE Plan Commission of the Village of Schaumburg will conduct a public hearing on Wednesday, November 5, 2025, at 7:00 p.m. in the Board Room of the Temporary Village Hall located at 1000 Woodfield Road, to consider a request for a Special Use to Raise Fowl located at 501 Plymouth Lane (PIN #07-29-213-028-0000).
Plans depicting the proposed request are on file for public review in the Community Development Department - Planning Division, 1000 Woodfield Road, Schaumburg, Illinois.
All persons desiring to be heard will be given the opportunity to be heard. Individuals with disabilities who plan to attend this hearing or individuals who require certain accommodations to allow them to observe and/or participate in this hearing, are requested to contact the Community Development Department at (847) 923-4430 at least one (1) week prior to this public hearing if possible.
RICH GERBER, CHAIRPERSON
PLAN COMMISSION
Published in Daily Herald Oct. 21, 2025 (309775)

NOTICE OF PUBLIC HEARING
Case No. P2510-01
PUBLIC NOTICE IS HEREBY GIVEN THAT THE Plan Commission of the Village of Schaumburg will conduct a public hearing on Wednesday, November 5, 2025, at 7:00 p.m. in the Board Room of the Temporary Village Hall located at 1000 Woodfield Road, to consider a request for a Special Use to Raise Fowl located at 501 Plymouth Lane (PIN #07-29-213-028-0000).
Plans depicting the proposed request are on file for public review in the Community Development Department - Planning Division, 1000 Woodfield Road, Schaumburg, Illinois.
All persons desiring to be heard will be given the opportunity to be heard. Individuals with disabilities who plan to attend this hearing or individuals who require certain accommodations to allow them to observe and/or participate in this hearing, are requested to contact the Community Development Department at (847) 923-4430 at least one (1) week prior to this public hearing if possible.
RICH GERBER, CHAIRPERSON
PLAN COMMISSION
Published in Daily Herald Oct. 21, 2025 (309775)

ORDINANCE NO. 0-25-31
AN ORDINANCE AMENDING SECTION 94.392 OF CHAPTER 94, TAXATION, OF THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK, BY MODIFYING SAID SECTION 94.392 CONCERNING THE MUNICIPAL GROCERY SERVICE OCCUPATION TAX
WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and
WHEREAS, the Village of Hanover Park (Village) is a home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and
WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax "upon all persons engaged in the business of selling groceries at retail in the municipality" (the "Municipal Grocery Tax") (65 ILCS 5/8-11-24); and
WHEREAS, the Village passed (Ordinance 0-25-13), the Municipal Grocery Retailers' Occupation Tax; and Municipal Grocery Retailers' Service Occupation Tax on June 5, 2025, and now desires to amend Section 94-392 of Chapter 94 of the Village's Municipal Code concerning the Grocery Retailers' Service Occupation Tax; now therefore
BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park Cook and DuPage Counties, Illinois, as follows:
SECTION 1: Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.
SECTION 2: That Section 94-392 of Chapter 94, Taxation, of the Municipal Code of the Village of Hanover Park, as amended, is hereby amended to read as follows:
Sec. 94-392. - Municipal Grocery Service Occupation Tax
Imposed:
A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 94-391. The imposition of this tax shall be in accordance with and subject to the provisions of Section 8-11- 24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).
SECTION 3: As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to place a copy of this Ordinance with the Illinois Department of Revenue.
SECTION 4: If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.
SECTION 5: In accordance with 65 ILCS 5/1-2-4, this Ordinance shall be published once, within thirty (30) days this ordinance hereof, by authority of the Corporate Authorities in the Daily Herald, being a newspaper of general circulation in the Village of Hanover Park, Illinois, there being no newspaper published therein that the Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner and form required by law (except the taxes so imposed shall take effect on January 1, 2026).
ADOPTED this 16th day of October 2025, pursuant to a roll call vote as follows:
AYES: Gutierrez, Porter, Porter, Kunkel, Bankole, Broccolino, Albusk
NAYS: None
ABSENT: NONE
ABSTENTION: None
APPROVED by me this 16th day of October 2025.
[Signature]
Rodney S/Craig, Village President
ATTESTED, filed in my office
this 17th day of October 2025, and Published in the Daily Herald on the 21st day of October 2025.
[Signature]
Kristy McMill, Village Clerk
Published in Daily Herald October 21, 2025 (2366496)

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All Other

In the Eighteenth Judicial Circuit Court, DuPage County, Illinois, BARBARA CHERRY, as Independent Executor of the Estate of MELVIN CHERRY, Deceased, Plaintiff, vs. WESTMONT NURSING AND REHABILITATION CENTER, an Illinois Limited Liability Company d/b/a BRIA OF WESTMONT, Defendant, Cause No. 2025-01037. The real estate affidavit for publication having been filed, notice is hereby given to you, Melvin Cherry, Brandon Cherry and James Cherry, whereabouts unknown, that a Motion to Dismiss has been filed in the Eighteenth Judicial Circuit Court, DuPage County by BARBARA CHERRY, as Independent Executor of the Estate of MELVIN CHERRY, Deceased, seeking judgment against WESTMONT NURSING AND REHABILITATION CENTER, LLC, an Illinois Limited Liability Company d/b/a BRIA OF WESTMONT, for the amount of \$28,500.00, together with the costs of this litigation, and for other relief and that the said motion is now pending. A hearing on the motion is set for November 17th, 2025, at 11:00 a.m. or soon thereafter. As counsel may be heard, counsel for Plaintiff shall appear before Honorable Maureen Rorand, DuPage County Court, DuPage County Courthouse, 505 North County Farm Road Rm 2008, Wheaton, IL 60187, Candice Adams, Clerk of the Eighteenth Judicial Circuit Court, DuPage County, Illinois THE LAW OFFICES OF STEVEN J. MALMAN & ASSOCIATES, P.C., DuPage County, 24109, 205 W. Randolph, Suite 1700, Chicago, Illinois 60606. 13274252 (307615)
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All Other

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT LAKE COUNTY, ILLINOIS
DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,
vs.
HERBERT JUAREZ; MARIA ELIZARRAGA; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.; NOMINEE FOR HOMEBRIDGE FINANCIAL SERVICES INC.; TULLAMORE HOMEOWNERS ASSOCIATION INC.; STATE DEPARTMENT OF REVENUE; LAKE COUNTY TREASURER; and, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.
Case No. : 2025ED000000074 Condemnation JURY DEMAND
Parcel No. 1N20285
Job No. R-91-019-10
NOTICE IS GIVEN YOU, Unknown Owners and Non-Record Claimants, defendants, that this case has been commenced in this Court against you and other defendants asking for judgment as to the determination of just compensation of real estate property legally described in Exhibit A, and for other relief.
EXHIBIT A
Route: IL Route 60/83 Section: R-91-019-10
County: Lake Job No.: S53-99-37 to Sta. 54+79.48
Parcel No. 1N20285
Index No.: 10-23-305-003
That part of Lot 242 in Tullamore Unit Two, being a subdivision in the South Half of Section 23, Township 44 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded May 17, 1972 as document number 1558068 and corrected by letter of correction recorded December 2, 1976 as document number 1807364, in Lake County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83 (2011) East Zone, with a combination factor of 0.9999502657, described as follows:
Beginning at the northwest corner of said Lot 242; thence on an Illinois Coordinate system NAD 83 (2011) East zone bearing of North 56 degrees 59 minutes 19 seconds East along the northwesterly line of said Lot 242, a distance of 5.45 feet; thence South 33 degrees 13 minutes 27 seconds East, a distance of 80.09 feet to the southeasterly line of said Lot 242; thence South 56 degrees 59 minutes 20 seconds West along the southeasterly line of said Lot 242, a distance of 5.39 feet to the southwest corner of said Lot 242; thence northwesterly 80.09 feet (80.09 feet, recorded) along the southeasterly line of said Lot 242 on a curve to the right having a radius of 171820.13 feet, the chord of said curve bears North 33 degrees 16 minutes 12 seconds West, 80.09 feet to the point of beginning; and
Said parcel containing 0.010 acre, more or less, or 434 square feet, more or less.
UNLESS YOU file your appearance in this case in the office of the Lake County Circuit Clerk, 18 N. County St., Waukegan, Illinois 60085 on or before December 3, 2025, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.
9/24/2025
/s/ Erin Cartwright Weinstein
Clerk of the Circuit Court
Jabri M. Stein (ARDC: 6328787)
Special Assistant to the General
CONKLIN & CONKLIN, LLC
125 S. Wacker Dr., Suite 300, Chicago, IL 60606
Tel.: (312) 341-9500
info@conklinlaw.com
Published in Daily Herald October 21, 28, Nov 4, 2025

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All Other

LEGAL NOTICE
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE COUNTY, ILLINOIS
One Bloomingside Place Condominium Association vs Gloria Wooden, Deceased, et al defendants
Case No 25 EV 283
Notice is hereby given to you, all Unknown Heirs and Legatees of Gloria Wooden and All Unknown Occupants, that the above entitled action has been filed against you and other defendants in the Circuit Court of the Eighteenth Judicial Circuit of DuPage County, Illinois, on or before the return date of the real estate located at 1 Bloomingside Place, Unit 103 and Garage Spaces EU60 and EU61, Bloomingside, IL 60108.
You are hereby required to appear in person on November 12, 2025 at 10:00am in Courtroom 1004, Circuit Court of DuPage County, Located in the DuPage County Judicial Center, 505 N. County Farm Rd., Wheaton, IL, for return date of this cause. You are further required to file your written appearance by yourself or your attorney at the same place and time. Now unless you, the said above named defendants appear at the time and place fixed for return date, judgment by default will be entered against you for possession of the aforesaid premises and an order for possession will be issued out of said court by which you will be disposed of said premises.
Published in Daily Herald Oct. 7, 14, 21, 2025 (307995)

All Other

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT LAKE COUNTY, ILLINOIS
DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,
vs.
BALTAZAR GONZALEZ; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.; as nominee for YES! WHOLESALE CORPORATION; OAK TERRACE IMPROVEMENT ASSOCIATION; LAKE COUNTY TREASURER; and, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.
Case No. : 2025ED000000074 Condemnation JURY DEMAND
Parcel No. 1N20246
Job No. R-91-019-10
NOTICE IS GIVEN YOU, Unknown Owners and Non-Record Claimants, defendants, that this case has been commenced in this Court against you and other defendants asking for judgment as to the determination of just compensation of real estate property legally described in Exhibit A, and for other relief.
EXHIBIT A
Route: IL Route 60/83 Section: R-91-019-10
County: Lake Job No.: S53-99-37 to Sta. 54+79.48
Parcel No. 1N20246
Index No.: 10-36-405-035
Lot 145 in Oak Terrace Subdivision, being a subdivision of part of the Southeast Quarter of Section 36, Township 44 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1923 as document number 231654 and re-recorded August 14, 1925 as document number 263209, in Lake County, Illinois.
Said parcel containing 0.172 acre, more or less, of which 0.011 acre, more or less, was previously dedicated or used for highway purposes.
UNLESS YOU file your appearance in this case in the office of the Lake County Circuit Clerk, 18 N. County St., Waukegan, Illinois 60085 on or before December 3, 2025, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.
9/24/2025
/s/ Erin Cartwright Weinstein
Clerk of the Circuit Court
Jabri M. Stein (ARDC: 6328787)
Special Assistant to the General
CONKLIN & CONKLIN, LLC
125 S. Wacker Dr., Suite 300, Chicago, IL 60606
Tel.: (312) 341-9500
info@conklinlaw.com
Published in Daily Herald October 21, 28, Nov 4, 2025

All Other

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT LAKE COUNTY, ILLINOIS
DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, FOR AND ON BEHALF OF THE PEOPLE OF THE STATE OF ILLINOIS, Plaintiff,
vs.
BALTAZAR GONZALEZ; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.; as nominee for YES! WHOLESALE CORPORATION; OAK TERRACE IMPROVEMENT ASSOCIATION; LAKE COUNTY TREASURER; and, UNKNOWN OWNERS AND NON-RECORD CLAIMANTS, Defendants.
Case No. : 2025ED000000074 Condemnation JURY DEMAND
Parcel No. 1N20246
Job No. R-91-019-10
NOTICE IS GIVEN YOU, Unknown Owners and Non-Record Claimants, defendants, that this case has been commenced in this Court against you and other defendants asking for judgment as to the determination of just compensation of real estate property legally described in Exhibit A, and for other relief.
EXHIBIT A
Route: IL Route 60/83 Section: R-91-019-10
County: Lake Job No.: S53-99-37 to Sta. 54+79.48
Parcel No. 1N20246
Index No.: 10-36-405-035
Lot 145 in Oak Terrace Subdivision, being a subdivision of part of the Southeast Quarter of Section 36, Township 44 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded October 29, 1923 as document number 231654 and re-recorded August 14, 1925 as document number 263209, in Lake County, Illinois.
Said parcel containing 0.172 acre, more or less, of which 0.011 acre, more or less, was previously dedicated or used for highway purposes.
UNLESS YOU file your appearance in this case in the office of the Lake County Circuit Clerk, 18 N. County St., Waukegan, Illinois 60085 on or before December 3, 2025, A JUDGMENT OR DECREE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.
9/24/2025
/s/ Erin Cartwright Weinstein
Clerk of the Circuit Court
Jabri M. Stein (ARDC: 6328787)
Special Assistant to the General
CONKLIN & CONKLIN, LLC
125 S. Wacker Dr., Suite 300, Chicago, IL 60606
Tel.: (312) 341-9500
info@conklinlaw.com
Published in Daily Herald October 21, 28, Nov 4, 2025

Treasurer Reports

TREASURER'S REPORT			
ANNUAL STATEMENT OF RECEIPTS AND DISBURSEMENTS FOR TREASURER OF THE RUTLAND-DUNDEE TOWNSHIP FIRE PROTECTION DISTRICT FOR THE FISCAL YEAR ENDING APRIL 30, 2025			
CORPORATE FUND AND ALL OTHER FUNDS			
RECEIPTS			
Property tax collections		3,063,115.00	
Replacement tax		26,273.00	
Interest Earned		170,981.00	
Employee Pension Contributions		72,306.00	
Amulance Billing and other miscellaneous receipts		205,491.00	
Grant money		31,790.00	
TOTAL RECEIPTS		3,569,956.00	
DISBURSEMENTS			
VENDORS (over \$1,000.00) - Advocate Sherman Hospital \$2,376.00; Air One Equipment, Inc. \$285,690.35; AMSOIL Co., Inc. \$1,560.94; AT&T Mobility \$5,053.82; Blain's Farm & Fleet of Elgin \$2,049.92; Blue Cross & Blue Shield of IL \$76,682.32; Business Card \$28,785.79; Comcast \$6,418.49; Continental Western Group \$22,092.00; DoorMaster Garage Door Co. LLC \$2,100.07; Dynegy \$12,967.27; Eagle Engraving \$1,296.00; Earth Pest Control Services \$1,300.00; Elbe Auto and Diesel Services, LLC \$5,898.90; Elgin Key & Lock Co., Inc. \$1,343.45; Equipment Management Company \$2,181.07; Exovon/Total Fleet/GECCO \$22,520.59; First Arriving IO, Inc. \$3,396.00; FlowMSP, Inc. \$5,000.00; Garelli Paving Service \$4,702.50; GemCo Repair LLC \$1,410.00; GenServe LLC \$7,239.43; H.R. Stewart Inc. \$18,169.41; Hastings Air Energy Control, Inc. \$1,353.00; Huntley Ford \$4,748.10; Health Insurance Reimbursement \$74,058.90; Illinois Fire Chiefs Association \$12,225.10; Illinois Public Risk Fund \$115,623.00; Illinois SUI \$4,062.28; Image Trade \$9,494.95; Interstate PowerSystems \$21,806.39; Kards Inc. \$3,004.19; Karl Chevrolet \$51,771.20; Lauterbach & Amen \$9,100.00; MABAS Division 2 \$5,431.00; MacQueen Emergency Group \$5,895.85; McNeil & Company, Inc. \$6,195.28; Menards \$2,588.57; Mickey, Wilson, Welter, Penzi & Anderson \$1,916.07; Motorola \$1,446.28; NCS Consulting Services & Lighting, Inc. \$11,349.75; NAPA Auto Parts - CH051 \$4,340.51; Nathan Snow \$5,635.00; National Fire Protection Assoc. \$1,725.00; NIAFPD \$1,829.95; Nicor Gas \$7,276.97; Paddock Publications, Inc. \$2,125.20; PAHCS II Northwestestern Med Occ Health \$15,173.00; Paylocity \$5,073.11; Pomp's Tire Service, Inc. \$1,675.49; Principal Insurance \$5,997.85; QuadCom 9-1-1 \$91,260.81; ROPFD Foreign Fire Insurance Board \$44,272.25; Rutland Dundee Townships Firemen's Pension Fund \$358,972.63; Schambach Construction, Inc. \$38,409.00; Social Security (FICA) \$73,743.68; Stryker Medical \$2,750.40; Target Solutions, LLC \$4,267.84; The Billing Company \$14,163.11; Today's Uniforms \$10,377.29; Trustmark Life Insurance Co. \$1,555.54; Underwriters Laboratories Inc. \$3,757.50; Vickers Consulting Services, Inc. \$1,500.00; Village of West Dundee \$24,959.04; Zoll Medical Corporation \$3,406.28; Misc. Vendors (under \$1,000.00) \$18,886.06.			
PERSONAL SERVICES - Under \$15,000 - Anderson, Rollyn Augustine, Breanne; Bober, Jeffrey; Benson, Zachary; Brogan, Jason; Carbone, William; Chapman, Robert; Dugan, Daniel; Faustrum, Philip; Gilbert, John; Kim, Isaac; Mrzak, Jared; Myers, Charles; Portillo, Jairo; Rice, Zackary; Schiller, John; Smith, Evan; Stegic, Zachary; Streblor, Harry; Werner, Lindsay; Witt, Logan; Zambrano, Javier; \$15,000 to \$24,999 - Escobar, Audriana; Ganziano, Mark; Grimmer, Paul; Meyer, Lucas; Samack, James; \$25,000 to \$40,000 - Noble, Jack; Schroeder, Evan; Torres, Alejandro; Valladares, Freddy; Witt, Gregory; Wonneberger, Eric; Over \$40,000 - Anderson, Jeffrey; Andrie, David; Carbone, Denny; Schiller, Daniel; Hayes, Dylan; Kramer, Curtis; Martinez, Eric; Reed, Christopher; Rohrbacher, Brian; Rossi, James; Strossene David; Thomas, Richard			
	Total	General Fund	Special Revenue Fund
	(Memo Only)	Expenditures	Expenditures
Summary	\$3,511,613.00	2,921,475.00	590,138.00
RUTLAND-DUNDEE TOWNSHIP FIRE PROTECTION DISTRICT			
TREASURER'S REPORT FOR			
FISCAL YEAR ENDED APRIL 30, 2025			
STATE OF ILLINOIS			
COUNTY OF KANE			
I, <u>John Gilbert</u> , Treasurer of RUTLAND-DUNDEE TOWNSHIP FIRE PROTECTION DISTRICT, County of Kane, State of Illinois, being duly sworn, state that the foregoing statement is a correct statement of the amount of public funds received and the amount of disbursements, and to whom paid for said fiscal year ending April 30, 2025.			
John Gilbert Treasurer			
Subscribed and Sworn to before me this 10th day of October, 2025.			
Dawn Andriuk Notary Public			
Published in Daily Herald October 21, 2025 (236648)			



MEMORANDUM

DATE: November 17, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: DISCUSSION RE: Capital Improvement Plan (CIP) Summary of Projects for Fiscal Years 2026–2030
DOLLAR AMOUNT: N/A
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Discussion
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The draft Public Works FY 2026–2030 Capital Improvement Plan (CIP) summarizes proposed capital projects and estimated costs. The Village of Wheeling continues to maintain and enhance community infrastructure and capital assets by completing necessary construction projects and updating a five-year plan of action on an annual basis.

MEMO

Background:

The Fiscal Year (FY) 2026–2030 Public Works Capital Improvement Plan (CIP) includes an inventory of all likely and anticipated capital projects within the Village during the next five years. This plan includes upcoming FY 2026 projects and formulates a proposed plan for the following four years (2027–2030) of projects. This infrastructure planning is essential to capture a snapshot of what projects will be necessary to maintain the level of service the community expects, as well as to plan for the significant costs associated with the projects.

This plan represents the Village Board's continued commitment to the maintenance and improvement of Wheeling's infrastructure. While the five-year CIP is ambitious and costly, staff considers all the planned projects to be essential for comprehensively maintaining and improving the Village's capital assets. Economic conditions, funding issues, and governmental permitting and regulatory requirements can affect the timing of proposed projects. Therefore, while prioritized on the basis of need, the CIP remains flexible in terms of accelerating or decelerating the start date of a project.

Discussion:

The Village utilizes a mixture of funding sources in order to create an affordable and rational method of financing these projects for the benefit of Wheeling taxpayers. Public Works staff, consulting engineers, and Village Finance staff continually re-evaluate economic conditions when public projects are proposed.

The Village Board has recognized the importance of replacing assets in a proactive manner. The determination of the optimum project and funding source or sources depends on a variety of factors, including the anticipated life of the asset, the benefits and criticality of the asset, the potential impact on the local economy, and other considerations. Decisions relating to the identification of worthy projects and the recommended priority and timing (which are listed in the document) are based on data-driven condition assessments conducted by Public Works staff. The responsibility for determining the final list of projects rests with the Public Works Department, which is most aware of the infrastructure needs of the Village, and as such determines the optimal timing of projects to recommend to the Village Board for completion.

Implementation of the proposed CIP provides confidence to Wheeling residents and businesses that for the foreseeable future, no needed major infrastructure repairs or replacements will be deferred to the point that the Village Board will be forced to act under pressure to construct, maintain, or replace capital facilities at a later date.

Recommendation:

The proposed CIP is a plan intended to protect, preserve, and promote community standards, and acts as a planning tool

and an informative reference document. As proposed, approximately \$23.69 million is to be allocated to various projects in FY 2026. Public Works submits for consideration the attached Five-Year Capital Improvement Plan.



2026-2030

PROPOSED

CAPITAL IMPROVEMENT PLAN

DRAFT 11.11.25

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

PROJECTS BY FUNDING SOURCE

Source	Project #	Page #	2026	2027	2028	2029	2030	Total
Capital Improvements (3420)								
Fiber Optic Installation	CI-11	4	-	30,000	270,000	-	-	300,000
HVAC Unit Replacement Program	CI-12	5	260,000	-	150,000	-	186,000	596,000
Roof Replacement Program*	CI-13	6	-	-	-	-	-	-
New Public Sidewalk Construction Program*	CI-15	7	256,000	420,000	167,500	200,000	365,000	1,408,500
Streetlight Replacement Program*	CI-16	8	522,500	522,500	-	-	-	1,045,000
Generator Replacement	CI-18	9	440,000	-	-	-	-	440,000
Wheeling Cemetery Road Resurfacing.	CI-20	10	50,000	-	-	-	-	50,000
Wheeling Road Plan Review*	CI-21	11	37,500	-	-	-	-	37,500
Northeast Prairie Bike Path*	CI-22	12	345,000	-	-	-	-	345,000
Parking Lot Improvements	CI-56	13	-	-	-	-	50,000	50,000
Fountain Replacement	CI-57	14	200,000	4,800,000	-	-	-	5,000,000
Fuel Island*	CI-58	15	520,000	-	-	-	-	520,000
Street Improvement Program*	MFT-01	30	304,000	307,000	523,000	379,000	241,000	1,754,000
Wheeling Road Improvements-RI1*	MFT-04	32	88,196	-	-	-	5,500,000	5,588,196
Capital Improvements (3420) Total			3,023,196	6,079,500	1,110,500	579,000	6,342,000	17,134,196
Capital Outlay (3410)								
Pavement Markings	CO-01	16	35,000	35,000	35,000	35,000	35,000	175,000
Sidewalk Replacement Program	CO-02	17	120,000	120,000	120,000	120,000	120,000	600,000
Parkway Tree Planting Program	CO-03	18	50,000	55,000	55,000	60,000	60,000	280,000
Crack Sealing Program	CO-04	19	40,000	40,000	40,000	40,000	40,000	200,000
Paver Brick Maintenance	CO-05	20	80,000	75,000	75,000	-	-	230,000
Asphalt Sealing Municipal Lots	CO-08	21	-	65,000	20,000	15,000	20,000	120,000
Asphalt Surface Treatment Program	CO-09	22	120,000	120,000	270,000	220,000	220,000	950,000
Fleet Exhaust System	CO-11	23	130,000	-	-	-	-	130,000
Village Hall Carpet Replacement	CO- 18	24	-	-	-	400,000	-	400,000
Village Hall Parking Lot Light Replacement	CO- 19	25	125,000	-	-	-	-	125,000
Trench Drain Replacement	CO- 20	26	150,000	-	-	-	-	150,000
FRA Quiet Zone Recertification	CO- 21	27	30,000	-	-	30,000	-	60,000
School Safety Study	CO- 22	28	175,000	-	-	-	-	175,000
Welcome Sign Electrical Improvements	CO- 23	29	35,000	-	-	-	-	35,000
Pavement Assessment	CO-61	30	-	40,000	-	-	-	40,000
Roof Replacement Program*	CI-13	6	-	-	-	30,000	-	30,000
Capital Outlay (3410) Total			1,090,000	550,000	615,000	950,000	495,000	3,700,000
Motor Fuel Tax (MFT) (11)								
Street Improvement Program*	MFT-01	31	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	8,500,000
MFT General Maintenance	MFT-02	32	270,000	270,000	270,000	270,000	270,000	1,350,000
Wheeling Road Improvements-RI1*	MFT-04	33	581,779	-	-	-	-	581,779
Strong Avenue Improvements-RI4	MFT-06	34	-	-	-	-	60,000	60,000
Lexington Drive Improvements-RI5	MFT-07	35	200,000	-	-	-	-	200,000
South Dunhurst Road Resurfacing*	MFT-08	36	425,000	-	-	-	-	425,000
Hot In-Place Recycling	MFT-09	37	200,000	-	-	-	-	200,000
Motor Fuel Tax (MFT) (11) Total			3,376,779	1,970,000	1,970,000	1,970,000	2,030,000	11,316,779

Village of Wheeling
Capital Improvement Plan

2026 thru 2030

PROJECTS BY FUNDING SOURCE

Source	Project #	Page #	2026	2027	2028	2029	2030	Total
San Sewer Capital Imp (4340)								
Sanitary Sewer Lining Project	SSCI-03	38	180,000	-	180,000	-	180,000	540,000
Lift Station Improvements	SSCI-04	39	150,000	-	95,000	-	100,000	345,000
Manhole Lining and Rehabilitation	SSCI-14	40	15,000	250,000	15,000	250,000	15,000	545,000
Fuel Island*	CI-58	15	60,000	-	-	-	-	60,000
Watermain Replacement Program *	WCI-01	48	100,000	100,000	100,000	100,000	100,000	500,000
San Sewer Capital Imp (4340) Total			505,000	350,000	390,000	350,000	395,000	1,990,000
San Sewer Capital Out Fund (4320)								
SSIS Investigation	SSCO-05	40	40,000	40,000	40,000	40,000	40,000	200,000
San Sewer Capital Out Fund (4320) Total			40,000	40,000	40,000	40,000	40,000	200,000
Storm Sewer Capital Imp (4510)								
Street Improvement Program*	MFT-01	31	100,000	100,000	100,000	100,000	100,000	500,000
Wheeling Road Improvements-RI1*	MFT-04	33	-	-	-	-	1,000,000	1,000,000
South Dunhurst Storm Sewer Improvements	STSCI-03	42	70,000	-	-	-	-	70,000
Stormwater Operating Cost Fund Transfer	STSCI-99	43	366,270	386,617	406,965	427,313	424,192	2,011,357
South Dunhurst Road Resurfacing*	MFT-08	36	430,000	-	-	-	-	430,000
Storm Sewer Capital Imp (4510) Total			966,270	486,617	506,965	527,313	1,524,192	4,011,357
Storm Sewer Capital Outlay (4520)								
Storm Water Televising, Mapping and Condition Assessment	STSC0-02	44	750,000	-	-	-	-	750,000
S. Dunhurst Basin - 48-inch Outfall Pipe Evaluation	STSC0-03	45	-	125,000	-	-	-	125,000
Echo Lake/Ridgefield Pond - Connector Pipe Evaluation	STSC0-05	46	125,000	-	-	-	-	125,000
Repetitive Loss Analysis	STSC0-06	47	40,000	-	-	-	-	40,000
Village Benchmark Verification/Replacement	STSC0-07	48	40,000	-	-	-	-	40,000
Storm Sewer Capital Outlay (4520) Total			955,000	125,000	-	-	-	1,080,000
Water Capital Imp (4330)								
Watermain Replacement Program *	WCI-01	49	4,310,000	5,845,000	4,910,000	2,845,000	3,625,000	21,535,000
Elevated Water Storage Tank Maintenance	WCI-02	50	910,000	-	-	-	-	910,000
Underground Diesel Storage Tank Replacement	WCI-04	51	-	-	-	-	300,000	300,000
Bulk Water Fill Station	WCI-05	52	65,000	-	-	-	-	65,000
SCADA Cabinet/PLC Upgrade	WCI-06	53	-	500,000	-	-	-	500,000
Fire Hydrant Flow/Watermain Capacity Testing	WCI-07	54	25,000	25,000	25,000	25,000	25,000	125,000
Fuel Island*	CI-58	15	60,000	-	-	-	-	60,000
Water Capital Imp (4330) Total			5,370,000	6,370,000	4,935,000	2,870,000	3,950,000	23,495,000

Village of Wheeling
Capital Improvement Plan
2026 thru 2030

PROJECTS BY FUNDING SOURCE

Source	Project #	Page #	2026	2027	2028	2029	2030	Total
TIF, North Capital Imp (3910)								
North Milwaukee Avenue Improvements	NTIF-01	55	900,000	-	-	-	-	900,000
New LED Signage - Westin / Saranello's	NTIF-02	56	550,000	-	-	-	-	550,000
Northeast Prairie Bike Path*	CI-22	12	575,000	-	-	-	-	575,000
Streetlight Replacement Program*	CI-16	8	45,000	-	-	-	-	45,000
TIF, North Capital Imp (3910) Total			2,070,000	-	-	-	-	2,070,000
TIF, Southeast Capital Imp (3610)								
New Public Sidewalk Construction Program*	CI-15	7	400,000	-	-	-	-	400,000
Watermain Loop from River Mill to Sumac	SETIF-06	57	1,775,000	-	-	-	-	1,775,000
TIF, Southeast Capital Imp (3610) Total			2,175,000	-	-	-	-	2,175,000
TIF, Town Center Capital Imp (3510)								
Metra Sidewalk improvements	TCTIF-01	59	60,000	-	-	-	-	60,000
Wheeling Town Center Improvement Project	TCTIF-02	60	1,250,000	-	-	-	-	1,250,000
Wheeling Road Improvements-RI1*	MFT-04	32	129,619	-	-	2,500,000	-	2,629,619
Wheeling Road Plan Review*	CI-21	11	12,500	-	-	-	-	12,500
New Public Sidewalk Construction Program*	CI-15	7	-	20,000	127,500	-	-	147,500
TIF, Town Center Capital Imp (3510) Total			1,452,119	20,000	127,500	2,500,000	-	4,099,619
TIF, Town Center Capital Outlay (3520)								
Traffic Signal Upgrade - Wheeling Road & Town Street	TCTIF-03	61	65,000	-	-	-	-	65,000
Stream Bank Stabilization	STSCI-05	58	2,603,100	-	-	-	-	2,603,100
TIF, Town Center Capital Outlay (3520) Total			2,668,100	-	-	-	-	2,668,100
GRAND TOTAL			23,691,464	15,991,117	9,694,965	9,786,313	14,776,192	73,940,051

* Multiple Funding Sources



CAPITAL IMPROVEMENT PROJECTS

Village of Wheeling
Capital Improvement Plan
 2026 *thru* 2030

Project #:	CI-11	Department:	Capital Projects Division
Project Name:	Fiber Optic Installation	Contact:	IT Department
Project Status:	Previously Identified	Type:	Equipment
Priority:	Funded	Category:	Other
Status:	Active		

Description

Fiber optic cable was installed between Village Hall and Public Works in 2017 which established a north-south fiber backbone in the Village. In 2022 fiber optic cable was installed between Fire Station 24 and 23 to establish an east-west backbone. In 2025 the fiber was expanded from Village Hall west on Dundee Rd to reach the new Fire Station 42 on McHenry Rd. This project funds installation of new fiber optic cable, networking equipment, transceivers, testing equipment, software, training and fiber patch cords to include a branch going south to the Metra Train Station from the Dundee Rd main link between Village Hall and Fire Station 42.

Justification

A fiber optic connection is needed for improving the network connections between all Village owned facilities. The Village used to have a wireless point-to-point connection to the Metra Train Station but since the Wheeling Downtown One Place and Cinema buildings have been built the clear line-of-sight wireless connectivity was no longer an option because the new buildings are a physical barrier blocking the signal path. An alternative wired option needs to be implemented and the best option would be a fiber optic connection northbound from the Metra Station to meet up at Dundee Road with the fiber optic link currently being worked on between Village Hall and Fire Station 42.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Supervision	CI-11	-	-	-	-	-	-
Construction/Maintenance	CI-11	-	-	-	-	-	-
Engineering Services	CI-11	-	30,000	270,000	-	-	300,000
Total		-	30,000	270,000	-	-	300,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-11	-	30,000	270,000	-	-	300,000
Total		-	30,000	270,000	-	-	300,000

Village of Wheeling
Capital Improvement Plan
 2026 *thru* 2030

Project #:	CI-12	Department:	Public Works
Project Name:	HVAC Unit Replacement Program	Contact:	Building Services Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project funds the replacement of existing HVAC units that have exceeded their estimated useful life and are incurring excessively high maintenance and repair costs. Replacement schedules are determined by the Public Works Facilities Division and dependent on the age and conditions of units.

Justification

On average, HVAC units may last from 10 to 15 years. The attached replacement schedule may accelerate as the buildings and equipment age. The next scheduled replacements, in 2026, include rooftop units in the Police Department and at Public Works.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction/Maintenance	CI-12	260,000	-	150,000	-	186,000	596,000
Total		260,000	-	150,000	-	186,000	596,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-12	260,000	-	150,000	-	186,000	596,000
Total		260,000	-	150,000	-	186,000	596,000

CP(N)-07 - HVAC Replacement

Unit #	Address	Location	Type	Year Installed	Fund	Cost to Replace
2026						
A19	1 Community Blvd.	Server Room - Center	Rooftop	2010	Capital (PD)	\$23,000.00
A21	1 Community Blvd.	Antenna Room	Split System	2004	Capital (PD)	\$11,000.00
A9	1 Community Blvd.	Cell Area	Rooftop	2012	Capital (PD)	\$23,000.00
						\$57,000.00
BD13	77 W Hintz Road	Server Room	Split System	2009	Capital (PW)	\$11,000.00
BD16	77 W Hintz Road	SWANNC	Rooftop	2014	Capital (PW)	\$24,000.00
BD2	77 W Hintz Road	E Office Area	Rooftop	2009	Capital (PW)	\$31,020.00
BD6	77 W Hintz Road	Maintenance Shops	Rooftop	2009	Capital (PW)	\$30,000.00
BD7	77 W Hintz Road	Workout/Locker Room	Rooftop	2009	Capital (PW)	\$30,000.00
BD8	77 W Hintz Road	Mechanic's Offices	Rooftop	2009	Capital (PW)	\$30,000.00
BD9	77 W Hintz Road	Mechanic's Garage	Rooftop	2009	Capital (PW)	\$42,000.00
						\$198,020.00
Summary for 'Year to be Replaced' = 2026 (10 detail records)						\$255,020.00
2028						
B3	1 Community Blvd.	Boiler Room	Boiler	1979	Capital (PD)	\$70,000.00
						\$70,000.00
BD14	77 W Hintz Road	SWANNC	Rooftop	2014	Capital (PW)	\$25,400.00
BD15	77 W Hintz Road	SWANNC	Rooftop	2014	Capital (PW)	\$23,000.00
						\$48,400.00
IT1	2 Community Blvd	IT Server Room -Fan Coil Unit	Split System	2016	Capital (VH)	\$13,000.00
IT2	2 Community Blvd	IT Server Room - Outside Condenser	Split System	2016	Capital (VH)	\$5,000.00
IT3	2 Community Blvd	IT Server Room - East Unit	Split System	2009	Capital (VH)	\$12,000.00
						\$30,000.00
Summary for 'Year to be Replaced' = 2028 (6 detail records)						\$148,400.00
2030						
F2	499 S Milwaukee	2nd Floor Storage Room	Split System	2018	Capital (FD)	\$12,000.00
						\$12,000.00
A10	1 Community Blvd.	Lunch Room	Rooftop	2018	Capital (PD)	\$19,000.00
A13	1 Community Blvd.	Radio Room (South)	Rooftop	2018	Capital (PD)	\$19,000.00
A16	1 Community Blvd.	Radio Room (North)	Rooftop	2018	Capital (PD)	\$19,000.00
A6	1 Community Blvd.	Investigations/Commander	Rooftop	2018	Capital (PD)	\$19,000.00
A7	1 Community Blvd.	Conference Room/Special Ops	Rooftop	2018	Capital (PD)	\$19,000.00
A8	1 Community Blvd.	Chief's Office	Rooftop	2018	Capital (PD)	\$19,000.00
						\$114,000.00
C1	2 Community Blvd	Outside Condenser/Chiller	Chiller	2009	Capital (VH)	\$60,000.00
						\$60,000.00
Summary for 'Year to be Replaced' = 2030 (8 detail records)						\$186,000.00
2032						
A1	1 Community Blvd.	Fire Station #42 Kitchen Area	Rooftop	2020	Capital (FD)	\$19,000.00
F1	499 S Milwaukee	Roof Top Unit	Rooftop	2020	Capital (FD)	\$65,000.00
						\$84,000.00
M3	400 Town Street	Metra - North Unit	Heavy Duty Residential	2014	Capital (Metra)	\$18,500.00
M4	400 Town Street	Metra - South Unit	Heavy Duty Residential	2014	Capital (Metra)	\$18,500.00
						\$37,000.00
A12	1 Community Blvd.	P.D. Record Room	Rooftop	2020	Capital (PD)	\$21,000.00
A3	1 Community Blvd.	PD Traffic Unit Area	Rooftop	2020	Capital (PD)	\$20,000.00
A5	1 Community Blvd.	Watch Supervisor/Partol. Serg.	Rooftop	2020	Capital (PD)	\$19,000.00
						\$60,000.00
NS1	630 Northgate Pkwy	Well House Dehumidifier	Dehumidifier	2020	Water	\$13,000.00
LT1	795 Longtree	Make-up Air Unit	Make Up Air	2020	Water	\$18,000.00
SS2	95 Willow Road	Office Area / Sprinkler Room	Make Up Air	2020	Water	\$10,000.00
						\$41,000.00

Unit #	Address	Location	Type	Year Installed	Fund	Cost to Replace
Summary for 'Year to be Replaced' = 2032 (10 detail records)						\$222,000.00
2034						
A2	1 Community Blvd.	Bunk Room-Locker Rooms	Rooftop	2022	Capital (FD)	\$21,000.00
F1	780 S. Wheeling Rd	LT Office Conference Room Front Door Shi	Furnace	2021	Capital (FD)	\$18,000.00
F2	780 S. Wheeling Rd	Workout Room Kitchen Day Room	Furnace	2021	Capital (FD)	\$18,000.00
F3	780 S. Wheeling Rd	Bunk Room	Furnace	2021	Capital (FD)	\$18,000.00
						\$75,000.00
A20	1 Community Blvd.	Server Room - West Wall	Rooftop	2022	Capital (PD)	\$19,000.00
						\$19,000.00
BD1	77 W Hintz Road	Director's Office	Rooftop	2022	Capital (PW)	\$21,900.00
BD10	77 W Hintz Road	North Makeup Air	Make Up Air	2009	Capital (PW)	\$25,000.00
BD11	77 W Hintz Road	Center Makeup Air	Make Up Air	2009	Capital (PW)	\$25,000.00
BD12	77 W Hintz Road	South Makeup Air	Make Up Air	2009	Capital (PW)	\$25,000.00
BD3	77 W Hintz Road	W Office Area	Rooftop	2022	Capital (PW)	\$28,200.00
BD4	77 W Hintz Road	Supervisor's Offices	Rooftop	2022	Capital (PW)	\$26,600.00
BD5	77 W Hintz Road	Lunch Room	Rooftop	2022	Capital (PW)	\$34,400.00
						\$186,100.00
SS3	95 Willow Road	Garage Make-up Air Unit	Make Up Air	2022	Water	\$16,000.00
						\$16,000.00
Summary for 'Year to be Replaced' = 2034 (13 detail records)						\$296,100.00
2036						
F4	780 S. Wheeling Rd	Server Room	Split System	2021	Capital (FD)	\$13,000.00
M1	780 S. Wheeling Rd	Garage Makeup Air	Make Up Air	2021	Capital (FD)	\$16,000.00
M2	780 S. Wheeling Rd	Makeup air heat (Kitchen hood)	Make Up Air	2021	Capital (FD)	\$18,000.00
						\$47,000.00
Summary for 'Year to be Replaced' = 2036 (3 detail records)						\$47,000.00
2039						
F2	175 McHenry Road		Furnace	2024	Capital (FD)	\$18,000.00
F3	175 McHenry Road		Furnace	2024	Capital (FD)	\$18,000.00
F4	175 McHenry Road	Server Room Mini split #4	Split System	2024	Capital (FD)	\$11,000.00
F5	175 McHenry Road	Workout rm Mini split #5	Split System	20240	Capital (FD)	\$11,000.00
FI	175 McHenry Road		Furnace	2024	Capital (FD)	\$18,000.00
						\$76,000.00
A11	1 Community Blvd.	North (PD Training Room)	Rooftop	2024	Capital (PD)	\$20,900.00
A14	1 Community Blvd.	Northwest Offices Center	Rooftop	2024	Capital (PD)	\$20,900.00
A15	1 Community Blvd.	Northwest Records Supervisor	Rooftop	2024	Capital (PD)	\$20,900.00
A17	1 Community Blvd.	Front Lobby	Rooftop	2024	Capital (PD)	\$20,500.00
A18	1 Community Blvd.	Radio Room (Center)	Rooftop	2024	Capital (PD)	\$20,100.00
A4	1 Community Blvd.	Evidence	Rooftop	2024	Capital (PD)	\$20,900.00
						\$124,200.00
SS1	95 Willow Road	HVAC Unit for Lower Level Pump Room	Rooftop	2024	Water	\$21,100.00
						\$21,100.00
Summary for 'Year to be Replaced' = 2039 (12 detail records)						\$221,300.00
2049						
M2	1 Community Blvd.	Gun Range	Make Up Air/Return	2024	Capital (PD)	\$55,000.00
						\$55,000.00
Summary for 'Year to be Replaced' = 2049 (1 detail record)						\$55,000.00
2050						
M1	1 Community Blvd.	Police - Main Garage	Make Up Air	2022	Capital (PD)	\$23,000.00
						\$23,000.00
B1	2 Community Blvd	Boiler Room - South	Boiler	2009	Capital (VH)	\$23,000.00
B2	2 Community Blvd	Boiler Room - North	Boiler	2009	Capital (VH)	\$23,000.00
						\$46,000.00

Village of Wheeling
Capital Improvement Plan
 2026 *thru* 2030

Project #:	CI-13	Department:	Public Works
Project Name:	Roof Replacement Program*	Contact:	Building Services Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

A professional roof consultant/inspector is retained by Public Works to perform biennial assessments of the Village's roof system. Using a systematic and objective method, roof consultants/inspectors document various distress types including severity and quantity. This information is then used to determine repair and replacement needs as well as priorities to ensure efficient allocation of resources. This project funds the replacement of existing roof sections that have exceeded their estimated useful lives and are incurring excessively high maintenance and repair costs.

Justification

The typical life expectancy of a roof system is 10-25 years. Attached is a roof replacement schedule per year. In 2029, an inspection of all the roofs will be done.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Supervision	CI-13	-	-	-	-	-	-
Construction/Maintenance	CI-13	-	-	-	-	-	-
Roof Repairs	CI-13	-	-	-	30,000	-	30,000
Engineering Services	CI-13	-	-	-	-	-	-
Total		-	-	-	30,000	-	30,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-10	-	-	-	-	-	-
Capital Outlay (3410)	CI-11	-	-	-	30,000	-	30,000
Total		-	-	-	30,000	-	30,000

Roof Replacement By Year

Replacement Year	Roof Section	Square feet	Membrane System	Year Installed	Estimated Replacement Cost
2035					
Fire Station 44 (499 S. Milwaukee)	B	2,460	Thermoplastic - TPO	2010	\$95,000.00
Fire Station 44 (499 S. Milwaukee)	A	16,800	Shingles - Asphalt	2010	\$510,000.00
Public Works	Salt Dome	3,000	Domed Roof - Asphalt Shingles	2008	\$24,000.00
Sum		22,260			\$ 629,000.00
2039					
Central Receiving Station (750 S. Wheeling Rd)	A	450	Thermoplastic - TPO	2018	\$30,000.00
Police Department	01.3	1,225	TPO roof with sky lights	1999	\$75,000.00
Public Works	A	121,000	Single ply EDPM, insulated metal deck,	2009	\$5,303,760.00
Well #5 (175 Old McHenry Road)	A	408	Thermoplastic - TPO	2018	\$30,000.00
Sum		123,083			\$ 5,438,760.00
2040					
Huskey Park Pumping Station (1100 Lee St)	A	400	Thermoplastic - TPO	2020	\$30,000.00
North Receiving Station (630 Northgate)	A	2,905	Thermoplastic - TPO	2020	\$130,000.00
Well #7 (765 Longtree Drive)	A	1,200	Thermoplastic - TPO	2020	\$55,000.00
Sum		4,505			\$ 215,000.00
2042					
Police Department	01.2	2,100	Built Up - Tar	2022	\$78,000.00
Police Department	01.8	11,943	Built Up - Tar	2022	\$450,000.00
Police Department	01.9	5,796	Built Up - Tar	2022	\$230,000.00
Sum		19,839			\$ 758,000.00
2043					
Village Hall	E	112	Thermoplastic - TPO	2008	\$7,500.00
Village Hall	D	230	Thermoplastic - TPO	2008	\$12,000.00
Village Hall	A	6,412	Thermoplastic - TPO	2008	\$290,000.00
Village Hall	F-Board Room	2,600	Composite shingles, light metal truss	2008	\$104,550.00
Village Hall	B	12,513	Thermoplastic - TPO	2008	\$560,000.00
Village Hall	C	2,770	Thermoplastic - TPO	2008	\$125,000.00
Sum		24,637			\$ 1,099,050.00

Replacement Year	Roof Section	Square feet	Membrane System	Year Installed	Estimated Replacement Cost
2044					
Fire Station 42 (175 McHenry)	B	1,600	Metal Architectural / Standing Seam	2024	\$75,000.00
Fire Station 42 (175 McHenry)	A	11,200	Shingle- Asphalt	2024	\$350,000.00
Sum		12,800			\$ 425,000.00
2045					
Police Department	01.1	3,332	Built Up - Tar	2000	\$345,000.00
Police Department	01.10	1,750	Thermoset-EPDM	2000	\$35,000.00
Police Department	01.7B	510	Built Up - Tar	2001	\$35,000.00
Police Department	01.7A	8,458	Built Up - Tar	2001	\$565,000.00
Police Department	01.6	2,652	Built Up - Tar	1999	\$2,750,000.00
Police Department	01.5	16,722	Built Up - Tar	2000	\$1,001,000.00
Sum		33,424			\$ 4,731,000.00
2046					
Metra Station	A	4,212	Pitched Roof - architectural shingles	2021	\$130,000.00
South Receiving Station (95 Willow Road)	A	6,000	Pitched Roof - architectural shingles	2021	\$155,000.00
Sum		10,212			\$ 285,000.00
2071					
Fire Station 43 (780 S. Wheeling)	A	6,644	Metal Architectural / Standing Seam	2021	\$340,000.00
Fire Station 43 (780 S. Wheeling)	C	696	Metal Architectural / Standing Seam	2021	\$35,000.00
Fire Station 43 (780 S. Wheeling)	B	5,313	Metal Architectural / Standing Seam	2021	\$270,000.00
Sum		12,653			\$ 645,000.00
Grand Total		263,413		\$	14,225,810.00

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-15	Department:	Public Works
Project Name:	New Public Sidewalk Construction Program *	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Sidewalks
Status:	Active		

Description

This program provides for the installation of new public sidewalks to improve the transportation network in accordance with the Active Transportation Plan.

Justification

Walks are planned for construction in areas that contain gaps in the existing sidewalk network to allow better and safer transportation for residents.

2026	Milwaukee Ave between Prestwick and Sumac.
2027	On Northgate Parkway north of Strong Old Willow Road(RR), Palatine Frontage and Dundee Road
2028	McHenry Road across from Fire Station 42
2029	Elmhurst Road between Norman and Fletcher
2030	Lake Cook Road: Northgate to Milwaukee

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	CI-15	551,000	350,000	215,000	125,000	275,000	1,516,000
Engineering Services	CI-15	75,000	40,000	40,000	45,000	60,000	260,000
Construction Supervision	CI-15	30,000	50,000	40,000	30,000	30,000	180,000
Total		656,000	440,000	295,000	200,000	365,000	1,956,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-15	256,000	420,000	167,500	200,000	365,000	1,408,500
TIF, Southeast Capital Imp (3610)	CI-15	400,000	-	-	-	-	400,000
TIF, Town Center Capital Imp (3510)	CI-15		20,000	127,500	-	-	147,500
Total		656,000	440,000	295,000	200,000	365,000	1,956,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-16	Department:	Public Works
Project Name:	Streetlight Replacement Program	Contact:	Streets/Forestry Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Lighting
Status:	Active		

Description

This multi-year program is conducted on a biennial basis. Village streetlights that do not conform to current standards are brought into compliance, by replacing concrete poles with aluminum and related wiring.

Justification

With the new streetlight pole replacement, the old and failing aluminum direct bury wiring is being replaced with copper wiring enclosed in a unit-duct raceway. Approximately 46 light poles are scheduled for replacement in 2026 and 2027 on Abbott, Holbrook, Cedar, Highland, Park, Maple, Marcy, Lakeside Villas, Scott and Anthony. Fiscal year 2027 is expected to be the final year of this program.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	CI-16	505,000	475,000	-	-	-	980,000
Engineering Services	CI-16	10,000	-	-	-	-	10,000
Construction Supervision	CI-16	52,500	47,500	-	-	-	100,000
Total		567,500	522,500	-	-	-	1,090,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-16	522,500	522,500	-	-	-	1,045,000
TIF, North Capital Imp (3910)	CI-16	45,000	-	-	-	-	45,000
Total		567,500	522,500	-	-	-	1,090,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-18	Department:	Public Works
Project Name:	Generator Replacement	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project includes replacing the backup generator at Public Works along with upgrading the controls.

Justification

There have been ongoing concerns, such as failures to transfer power, obsolete controls, and generator failure since the transfer switch and generator have been installed in 2009. Staff compared repairs to costs associated with replacing the generator. A new backup generator along with upgrading the transfer switch are needed to streamline operations and ensure power is maintained for vital Public Works operations.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CI-18	420,000	-	-	-	-	420,000
Engineering and Design	CI-18	-	-	-	-	-	-
Construction Supervision	CI-18	20,000	-	-	-	-	20,000
Total		440,000	-	-	-	-	440,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements(3420)	CI-18	440,000	-	-	-	-	440,000
Water Capital Imp (4330)	CI-18	-	-	-	-	-	-
Total		440,000	-	-	-	-	440,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CI-20	Department:	Public Works
Project Name:	Wheeling Cemetery Road Resurfacing	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project includes the milling and resurfacing of the roadway in the Wheeling Cemetery.

Justification

This 720 feet of roadway is maintained by the Village and is in very poor condition and in need of resurfacing.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CI-20	50,000	-	-	-	-	50,000
Total		50,000	-	-	-	-	50,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements(3420)	CI-20	50,000	-	-	-	-	50,000
Total		50,000	-	-	-	-	50,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-21	Department:	Public Works
Project Name:	Wheeling Road Plan Review	Contact:	Capital Projects Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project includes the review of the completed plans for the Wheeling Road Improvement Project.

Justification

Due to the size and scope of this project, the review would take Public Works Staff several weeks. Having a consultant perform the work, will relieve staff of the time associated with the review and offer insight on how to best position the project for a successful grant application through the Surface Transportation Program (STP) or other funding sources.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	CI-21	50,000	-	-	-	-	50,000
Total		50,000	-	-	-	-	50,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements(3420)	CI-21	37,500	-	-	-	-	37,500
Town Center TIF Cap Imp (3510)	CI-21	12,500	-	-	-	-	12,500
Total		50,000	-	-	-	-	50,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-22	Department:	Public Works
Project Name:	Northeast Prairie Bike Path*	Contact:	Capital Projects Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project includes the construction of a bike path from Northgate Parkway to Wolf Ct.

Justification

This 4200' path provides a way for pedestrians/bicyclists to get from Northgate to the businesses on Milwaukee Ave.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	CI-22	820,000	-	-	-	-	820,000
Construction Supervision	CI-22	100,000	-	-	-	-	100,000
Total		920,000	-	-	-	-	920,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements(3420)	CI-22	345,000	-	-	-	-	345,000
North TIF Cap Imp (3910)	CI-22	575,000	-	-	-	-	575,000
Total		920,000	-	-	-	-	920,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-56	Department:	Public Works
Project Name:	Parking Lot Improvements	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project funds Village parking lot improvements that consist of patching, grind, overlay, and restriping, or a combination of these to maintain the lots. The schedule for such improvements are determined collectively by the Streets and Engineering divisions.

Justification

Regular improvements and maintenance of Village parking lots is an effective way of reducing the need for more costly reconstruction. Improvements are necessary to repair cracks, rifts, and potholes and provide a safe parking lot to employees and visitors. For fiscal year 2030, design for the resurfacing of the parking lot at the Public Works Facility is budgeted.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CI-56	-	-	-	-	-	-
Engineering Services	CI-56	-	-	-	-	50,000	50,000
Total		-	-	-	-	50,000	50,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-56	-	-	-	-	50,000	50,000
Total		-	-	-	-	50,000	50,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CI-57	Department:	Public Works
Project Name:	Fountain Replacement	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project includes the design, demolition and construction of a new fountain at Friendship Park, located on the northeast corner of Milwaukee and Dundee.

Justification

A detailed inspection took place in early 2024 that identified two areas to concentrate efforts in an attempt to stop water leakage and provide a detailed renovation plan for the entirety of the Fountain. During the Fall of 2024, Public Works staff excavated and televised a portion of the return line that was not able to be seen before due to bends in the pipe and fixed a leak. In 2025, rocks along the edges of the second pool were removed and the pool was relined. After all this maintenance has been completed, the fountain continues to leak and has gotten worse. Design for the demolition and construction of new fountain are scheduled for 2026, with construction to begin in 2027.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction /Maintenance	CI-57	-	4,800,000	-	-	-	4,800,000
Engineering Services	CI-57	200,000	-	-	-	-	200,000
Total		200,000	4,800,000	-	-	-	5,000,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-57	200,000	4,800,000	-	-	-	5,000,000
Total		200,000	4,800,000	-	-	-	5,000,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CI-58	Department:	Public Works
Project Name:	Fuel Island*	Contact:	Building Services Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Building
Status:	Active		

Description

The Village of Wheeling's fuel farm consists of an underground 20,000 gallon fuel tank that serves the municipal fleet with both diesel and unleaded fuel. It has been in service at its current location since 2009. A recent inspection revealed that groundwater was leaking into the interstitial area between the outer hull and the inner hull of the double-walled tank. This will result in the Office of the State Fire Marshall issuing a notice of failure. This failure was not identified through any earlier annual inspections during the life cycle of the fuel tank. Based on this information, staff considered the need to replace the tank versus abandoning the tank and having the fleet fueled through local gas stations instead.

Justification

In comparing the cost of replacing an underground storage tank to purchasing fuel at a higher rate than what the Village pays as a wholesale municipal agency, the cost of replacing the tank was higher than retail purchase at the gas station. However, staff is aware at the value of maintaining control of its own fuel system. These benefits include having a fuel source readily available 24 hours per day. Our fuel delivery is able to pump regardless of power outage or reduced fuel availability due to market costs or conditions. Overall, staff recognizes that all things being equal, having control of the fuel is better than not. While exploring the options available for tank replacement, staff identified the alternative of utilizing an above ground storage tank rather than an underground storage tank. The above ground option is significantly less expensive than the underground option, with a replacement cost of approximately \$600,000 rather than the \$1,000,000 underground system replacement.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction /Maintenance	CI-58	600,000	-	-	-	-	600,000
Construction Supervision	CI-58	40,000	-	-	-	-	40,000
Total		640,000	-	-	-	-	640,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Improvements (3420)	CI-58	520,000	-	-	-	-	520,000
Water Capital Imp (4330)	CI-58	60,000	-	-	-	-	60,000
Sanitary Capital Imp(4340)	CI-58	60,000	-	-	-	-	60,000
Total		640,000	-	-	-	-	640,000



CAPITAL OUTLAY PROJECTS

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-01	Department:	Public Works
Project Name:	Pavement Markings	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This contractual program provides traffic markings that identify travel lanes and other guidance markings for auto, trucks, pedestrian and bicycle transportation.

Justification

This annual program, reviewed by staff, is required in order to maintain a safe and efficient roadway. Pavement markings communicate rules to both drivers and pedestrians, and includes lane paint striping and special markings such as stop bars or turn arrows.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-01	35,000	35,000	35,000	35,000	35,000	175,000
Total		35,000	35,000	35,000	35,000	35,000	175,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-01	35,000	35,000	35,000	35,000	35,000	175,000
Total		35,000	35,000	35,000	35,000	35,000	175,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-02	Department:	Public Works
Project Name:	Sidewalk Replacement Program	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Sidewalks
Status:	Active		

Description
This annual contractual program replaces existing defective sidewalk squares and other miscellaneous concrete as necessary. Areas are typically identified and prioritized by staff prior to work being performed.

Justification
The Village continues its ongoing effort and responsibility to maintain its sidewalks in a safe condition while, at the same time, providing availability for in-house personnel to perform other required and necessary core duties. Annually, a survey is completed by staff for a quarter of the community and the data collected in these surveys becomes part of the repair locations in the upcoming year's program.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-02	120,000	120,000	120,000	120,000	120,000	600,000
Total		120,000	120,000	120,000	120,000	120,000	600,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-02	120,000	120,000	120,000	120,000	120,000	600,000
Total		120,000	120,000	120,000	120,000	120,000	600,000

Village of Wheeling Capital Improvement Plan 2026 thru 2030

Project #:	CO-03	Department:	Public Works
Project Name:	Parkway Tree Planting Program	Contact:	Streets/Forestry Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This annual program replaces dead/diseased and/or previously removed parkway trees. It also provides for the planting of trees along parkways where none presently exist to enhance aesthetic appearance.

Justification

The Village's commitment to fund and replace trees, in accordance to its Forestry Management Plan, preserves the environmental, aesthetic, economic and social benefits that trees provide to the community. These benefits include reduced storm water run-off, improved air quality, energy conservation, increased property values and visually attractive neighborhoods. The amount and location of plantings are determined by the Forestry division.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-03	50,000	55,000	55,000	60,000	60,000	280,000
Total		50,000	55,000	55,000	60,000	60,000	280,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-03	50,000	55,000	55,000	60,000	60,000	280,000
Total		50,000	55,000	55,000	60,000	60,000	280,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-04	Department:	Public Works
Project Name:	Crack Sealing Program	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
The project is an annual program that seals pavement cracks and joints to extend the life of pavements. Locations are reevaluated and adjusted yearly. Roads that are 5-7 years old are evaluated for crack sealing and then again at 10-14 years old.

Justification
Elements such as water or moisture entering roadways through cracks accelerates the deterioration of roadways. Sealing of cracks and joints in pavements has been proven to be beneficial in extending the life of payments, whether pavements are Bituminous Asphalt or Portland Cement Concrete.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-04	40,000	40,000	40,000	40,000	40,000	200,000
Total		40,000	40,000	40,000	40,000	40,000	200,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-04	40,000	40,000	40,000	40,000	40,000	200,000
Total		40,000	40,000	40,000	40,000	40,000	200,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-05	Department:	Public Works
Project Name:	Paver Brick Maintenance	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project funds paver brick maintenance along Milwaukee Avenue and Dundee Road as well as Village sites such as Northgate Median, Northgate Pocket Park, Village Hall, Centennial Fountain, Dawson Memorial, Lehmann Fountain, Friendship Park, Veteran's Memorial Park, Water Tower #1, Lark Park, Public Works and the Clock Tower.

Justification
This maintenance program involves the removal and replacement of damaged brick pavers and adding of new joint sand for brick pavers. It also maintains the aesthetics of the community along main thoroughfares. 2026 Village Hall and Centennial Park 2027 Lark Park, Memorial Park and Lehman Fountain 2028 Dawson Memorial and Clocktower Park

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-05	80,000	75,000	75,000	-	-	230,000
Total		80,000	75,000	75,000	-	-	230,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-05	80,000	75,000	75,000	-	-	230,000
Total		80,000	75,000	75,000	-	-	230,000

* Multiple Funding Sources

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-08	Department:	Public Works
Project Name:	Asphalt Sealing Municipal Lots*	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project consists of seal coating asphalt of municipal parking lots followed by re-striping of parking lot stalls.

Justification

Pavement sealing is an economical method for maintaining Hot-Mix asphalt pavements such as parking lots by decreasing oxidation (that occurs via exposure to air) and ultraviolet light bleaching (that occurs via exposure to sunlight) as well as preventing moisture from entering the pavement. Research has shown, when sealers are regularly applied to Hot-Mix asphalt pavements they extend the life of the pavements and delay reconstruction; therefore, implementation of seal coating program every 4 to 6 years is desirable to maintain and extend the life of these Hot-Mix asphalt pavements. Public Works and the Metra lots are scheduled for 2027, Police Department Lots in 2028, Public Works Entrance in 2029 and Village Hall in 2030.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-08	-	65,000	20,000	15,000	20,000	120,000
Total		-	65,000	20,000	15,000	20,000	120,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-08	-	65,000	20,000	15,000	20,000	120,000
Total		-	65,000	20,000	15,000	20,000	120,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-09	Department:	Public Works
Project Name:	Asphalt Surface Treatment Program	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This program is an ongoing project that provides for placing a rejuvenating liquid on the roadways to extend the life of streets. Rejuvenator is applied at year one(1) and again seven(7) years later.

Justification

Pavement rejuvenation maintains asphalt pavement through the reduction of oxidation and ultraviolet light negatively affecting the asphalt. The sealant also reduces the infiltration of moisture under the pavement surface limiting the occurrence of sub-base upheaval that leads to potholes. Streets that were paved in 2025 will be sealed in 2026 through this program. The cost rises in 2028 due to the second application being performed on roads repaired in 2021.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-09	120,000	120,000	270,000	220,000	220,000	950,000
Total		120,000	120,000	270,000	220,000	220,000	950,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-09	120,000	120,000	270,000	220,000	220,000	950,000
Total		120,000	120,000	270,000	220,000	220,000	950,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-11
Project Name:	Fleet Exhaust System

Department:	Public Works
Contact:	Building Services Division

Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Buildings/Land
Status:	Active		

Description

This project funds an exhaust system in the Fleet garage.

Justification

Certain mechanical procedures such as fabricating, welding, cutting, etc. in the fleet garage produce fumes and particulates that could be harmful to staff. The exhaust system is designed to eliminate the airborne particulates, contaminants, and fumes to provide higher quality air, protecting the health of the employees and the environment.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-11	130,000	-	-	-	-	130,000
Total		130,000	-	-	-	-	130,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-11	130,000	-	-	-	-	130,000
Total		130,000	-	-	-	-	130,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	CO-18	Department:	Public Works
Project Name:	Village Hall Carpet Replacement	Contact:	Building Services Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Building/Land
Status:	Active		

Description

This project funds the replacement of the carpet at Village Hall.

Justification

The carpet at Village Hall is becoming worn and will be in need of replacement soon. The carpet is original to the building when it opened in 2009. Approximately 3300 square yards of carpet will be replaced.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-18	-	-	-	400,000	-	400,000
Total		-	-	-	400,000	-	400,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-18	-	-	-	400,000	-	400,000
Total		-	-	-	400,000	-	400,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-19
Project Name:	Village Hall Parking Lot Light Replacement

Department:	Public Works
Contact:	Building Services Division

Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Building/Land
Status:	Active		

Description

This project funds the replacement of the lights in the parking lot at Vilage Hall.

Justification

The parking lot lights have reached the end of their service life and need to be replaced to prevent the heads from falling off during high winds. Ther are approximately 45 lights in this project.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-19	125,000	-	-	-	-	125,000
Total		125,000	-	-	-	-	125,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-19	125,000	-	-	-	-	125,000
Total		125,000	-	-	-	-	125,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-20	Department:	Public Works
Project Name:	Trench Drain Replacement	Contact:	Building Services Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Building/Land
Status:	Active		

Description

This project funds the replacement of the trench drains in the Public Works Garage.

Justification

The 282' of trench drains down the middle of the garage at Public Works have deteriorated and rusted making cleaning, unblocking and repairing almost impossible. The concrete around these drains has also begun to crack and popped out.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-20	150,000	-	-	-	-	150,000
Total		150,000	-	-	-	-	150,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-20	150,000	-	-	-	-	150,000
Total		150,000	-	-	-	-	150,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-21	Department:	Public Works
Project Name:	FRA Quiet Zone Recertification	Contact:	Capital Projects Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project funds the recertification of the Federal Railroad Administration (FRA) Quiet Zone for the railroad crossings in the Village.

Justification

A Federal Railroad Administration (FRA) Quiet Zone was established in 2007, resulting in trains not sounding horns while traveling through Wheeling. Every three years the FRA Quiet Zone is required to be recertified to ensure signs, gates, curbs, etc are still in place and maintained.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	CO-21	30,000	-	-	30,000	-	60,000
Total		30,000	-	-	30,000	-	60,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-21	30,000	-	-	30,000	-	60,000
Total		30,000	-	-	30,000	-	60,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-22	Department:	Public Works
Project Name:	School Safety Study	Contact:	Capital Projects Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project funds a safety study at all the schools in the Village and some schools in Buffalo Grove.

Justification

In conjunction with the Village of Buffalo Grove, staff applied for and was granted an Invest in Cook Grant from Cook County to perform a safety study. This study will investigate traffic/pedestrian movements, signage and striping to determine if improvements can be made. Wheeling will lead the study and the cost will be shared with Buffalo Grove.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-22	175,000	-	-	-	-	175,000
Total		175,000	-	-	-	-	175,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-22	57,235	-	-		-	57,235
Invest in Cook	CO-22	87,738	-	-	-	-	87,738
Buffalo Grove	CO-22	30,027	-	-	-	-	30,027
Total		175,000	-	-	-	-	175,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	CO-23	Department:	Public Works
Project Name:	Welcome Sign Electrical Improvements	Contact:	Streets/Forestry Division
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project establishes electrical power at two entrance signs located at S.Wolf Rd near Camp McDonald and S,Wheeling Rd at Inwood Dr. that are currently without power.

Justification

Originally, these signs had procured courtesy power from nearby private sources such as parking lot lights or the village's business signs. Over time, properties have changed ownership or made improvements to their infrastructure that abandoned our feed. This project re-establishes electricity to these signs either through private agreements or new sources, including all work needed to facilitate this goal.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Maintenance	CO-23	35,000	-	-		-	35,000
Total		35,000	-	-	-	-	35,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-23	35,000	-	-		-	35,000
Total		35,000	-	-	-	-	35,000

Village of Wheeling
Capital Improvement Plan
2026 thru 2030

Project #:	CO-61	Department:	Public Works
Project Name:	Pavement Assessment	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project updates the Village's pavement evaluation data in addition to assisting staff with budget analysis and reporting. Core services include: field work, pavement condition, calculation of PCI (pavement condition index), budget analysis report; pavement condition and coring.

Justification
Assessing the condition of Village owned and maintaind streets allows for the efficient planning of maintenance and rehabilitation. This program is performed every four years, and was last completed through a consultant in 2024.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction /Maintenance	CO-61	-	40,000	-	-	-	40,000
Total		-	40,000	-	-	-	40,000

Funding Sources		2026	2027	2028	2029	2030	Total
Capital Outlay (3410)	CO-61	-	40,000	-	-	-	40,000
Total		-	40,000	-	-	-	40,000



MOTOR FUEL TAX PROJECTS

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	MFT-01	Department:	Public Works
Project Name:	Street Improvement Program*	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This program provides for the resurfacing or, if necessary, the reconstruction of existing pavements according to a 5-year plan that is reevaluated and adjusted on an annual basis. Streets are selected for improvement based on existing conditions and scheduling of cost effective rehabilitation strategies.

Justification

Prior pavement management programs recommended the scheduling of various cost-effective repairs to existing pavements to maintain an acceptable roadway condition rating of 75. Completion of the repairs will prevent accelerated deterioration and more costly reconstruction.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	MFT-01	1,824,000	1,842,000	2,058,000	1,914,000	1,776,000	9,414,000
Construction Supervision	MFT-01	160,000	145,000	145,000	145,000	145,000	740,000
Engineering Services	MFT-01	120,000	120,000	120,000	120,000	120,000	600,000
Total		2,104,000	2,107,000	2,323,000	2,179,000	2,041,000	10,754,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-01	1,700,000	1,700,000	1,700,000	1,700,000	1,700,000	8,500,000
Storm Sewer Capital Imp (4510)	MFT-01	100,000	100,000	100,000	100,000	100,000	500,000
Capital Improvements (3420)	MFT-01	304,000	307,000	523,000	379,000	241,000	1,754,000
Total		2,104,000	2,107,000	2,323,000	2,179,000	2,041,000	10,754,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	MFT-02	Department:	Public Works
Project Name:	MFT General Maintenance	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

Funding for this program includes street light energy, street light equipment maintenance, Emergency Vehicle Preemption (EVP) maintenance, traffic signal maintenance, road salt for snow and ice control, and liquid calcium chloride to augment snow/ice control.

Justification

The MFT (motor fuel tax), administered through the State of Illinois, provides for municipalities to utilize funds for a variety of eligible categories such as construction and maintenance of roads, traffic controls, street lighting, and more. As such, these funds are directed to materials and operational costs necessary to maintain the Village roadways on an annual basis.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Liquid Calcium Chloride	MFT-02	3,000	3,000	3,000	3,000	3,000	15,000
Road Salt	MFT-02	100,000	100,000	100,000	100,000	100,000	500,000
Salt Brine	MFT-02	8,000	8,000	8,000	8,000	8,000	40,000
Street Signs	MFT-02	25,000	25,000	25,000	25,000	25,000	125,000
Streetlight Energy	MFT-02	60,000	60,000	60,000	60,000	60,000	300,000
Streetlight Equipment Maint.	MFT-02	15,000	15,000	15,000	15,000	15,000	75,000
Traffic Signal Maint.	MFT-02	45,000	45,000	45,000	45,000	45,000	225,000
Emergency Vehicle Preemption	MFT-02	14,000	14,000	14,000	14,000	14,000	70,000
Total		270,000	270,000	270,000	270,000	270,000	1,350,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-02	270,000	270,000	270,000	270,000	270,000	1,350,000
Total		270,000	270,000	270,000	270,000	270,000	1,350,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	MFT-04	Department:	Public Works
Project Name:	Wheeling Road Improvements-RI1*	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

Right-Of- Way (ROW) acquisition for Phase II Design of the 11,000 feet of road will require street reconstruction, street patching and repair, storm sewer installation and/or modification, sidewalk repair, new sidewalk sections, and lighting. This project also includes removing and replacing the culvert that crosses Wheeling Road just north of Mercantile Ct. In 2030, the north half of this project between Hintz Road and Dundee Road is on the schedule to be done.

Justification

As part of reconstructing Wheeling Road and adding a multi-use path, some ROW will need to be obtained and or regraded along the corridor. This will require permanent and temporary easements to accomplish these improvements. Having this work done will greatly increase the Village's chances of obtaining Surface Transportation Program(STP) funding.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	MFT-04	799,594	-	-	-	-	799,594
Construction	MFT-04	-	-	-	-	8,075,000	8,075,000
Construction Supervision	MFT-04	-	-	-	-	925,000	925,000
Total		799,594	-	-	-	9,000,000	9,799,594

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-04	581,779	-	-	-	-	581,779
Storm Sewer Capital Imp (4510)	MFT-04	-	-	-	-	1,000,000	1,000,000
Town Center TIF Cap Imp (3510)	MFT-04	129,619	-	-	-	2,500,000	2,629,619
Capital Imp- Invest in Cook (3420)	MFT-04	88,196	-	-	-	-	88,196
Capital Improvement (3420)	MFT-04	-	-	-	-	5,500,000	5,500,000
Total		799,594	-	-	-	9,000,000	9,799,594

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	MFT-06	Department:	Public Works
Project Name:	Strong Avenue Improvements - RI4*	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
Construction and Phase III Engineering Services to resurface Strong Avenue from Wolf Road to Milwaukee Avenue.

Justification
In 2021, the Village applied for and was granted a change in classification for Strong Avenue (Wolf Road to Milwaukee Avenue) from a local road to a Federal Aid Urban (FAU) Route. This FAU classification allows the Village to apply for STP Funding which could pay for 75% of the cost to resurface Strong Avenue. Rebuild Illinois Funds were used to fund Phase I and II Engineering Services.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	MFT-06	-	-	-	-	10,000	10,000
Construction	MFT-06	-	-	-	-	50,000	50,000
Total		-	-	-	-	60,000	60,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-06	-	-	-	-	60,000	60,000
Total		-	-	-	-	60,000	60,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	MFT-07	Department:	Public Works
Project Name:	Lexington Drive Improvements - RI5*	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

Construction and Phase III Engineering Services to resurface Lexington Drive from Rte 83 to Lake-Cook Road.

Justification

In 2021, the Village applied for and was granted a change in classification for Lexington Drive from a local road to a Federal Aid Urban (FAU) Route. This FAU classification allows the Village to apply for STP Funding which could pay for 75% of the cost to resurface Lexington Drive.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	MFT-07	145,000	-	-	-	-	145,000
Construction Supervision	MFT-07	55,000	-	-	-	-	55,000
Total		200,000	-	-	-	-	200,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-07	200,000	-	-	-	-	200,000
Total		200,000	-	-	-	-	200,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	MFT-08	Department:	Public Works
Project Name:	South Dunhurst Road Resurfacing	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description

This project funds the resurfacing of the streets in the South Dunhurst Subdivision after the storm sewer project has been completed.

Justification

In 2025, the remaining storm sewer will be installed for the South Dunhurst Stormwater Improvement Project. As a result of the heavy construction equipment and patching, resurfacing of this subdivision is warranted.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	MFT-08	800,000	-	-	-	-	800,000
Construction Supervision	MFT-08	55,000	-	-	-	-	55,000
Engineering Services	MFT-08		-	-	-	-	-
Total		855,000	-	-	-	-	855,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-08	425,000	-	-	-	-	425,000
Storm Sewer Capital Imp (4510)	MFT-08	430,000	-	-	-	-	430,000
Total		855,000	-	-	-	-	855,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	MFT-09	Department:	Public Works
Project Name:	Hot In-Place Recycling*	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project funds the Hot In-Place Recycling (HIR) of the roads in the Shadowbend Subdivision as well as Anita Place and Stone Place south of E. Manchester Drive.

Justification
These roads were reconstructed in 2012 and 2013 and the surface has deteriorated into "alligator cracking". Hot In-Place Recycling (HIR) is the process of heating, scarifying, rejuvenating, reshaping and compacting the asphalt surface to give the roads several more years of service life before a more costly resurfacing project is performed.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	MFT-09	200,000	-	-	-	-	200,000
Construction Supervision	MFT-09	-	-	-	-	-	-
Engineering Services	MFT-09	-	-	-	-	-	-
Total		200,000	-	-	-	-	200,000

Funding Sources		2026	2027	2028	2029	2030	Total
Motor Fuel Tax (MFT) (11)	MFT-09	200,000	-	-	-	-	200,000
Total		200,000	-	-	-	-	200,000

* Multiple Funding Sources



SANITARY SEWER CAPITAL IMPROVEMENT PROJECTS

Village of Wheeling Capital Improvement Plan 2026 thru 2030

Project #:	SSCI-03
Project Name:	Sanitary Sewer Lining Project

Department:	Public Works
Contact:	Utility Division

Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Sanitary Sewer
Status:	Active		

Description
This is an ongoing, maintenance program that provides for the lining of specific segments of defective sanitary sewer pipe. The cost for this sewer rehabilitation program is attributable to the age, condition and number of service laterals.

Justification
The defective segments scheduled for lining are located and identified during the preceding fiscal year by the Village's in-house Sanitary Sewer Televising Program and through the contractual Sanitary Sewer Evaluation Survey (SSES) program.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction/Maintenance	SSCI-03	180,000	-	180,000	-	180,000	540,000
Total		180,000	-	180,000	-	180,000	540,000

Funding Sources		2026	2027	2028	2029	2030	Total
San Sewer Capital Imp (4340)	SSCI-03	180,000	-	180,000	-	180,000	540,000
Total		180,000	-	180,000	-	180,000	540,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	SSCI-04
Project Name:	Lift Station Improvements

Department:	Public Works
Contact:	Utility Division

Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Sanitary Sewer
Status:	Active		

Description

This project funds miscellaneous improvements to lift stations, including but not limited to, pump replacement, rail system replacement, wet well repair or replacement, control panel upgrade or replacement, electrical component improvements, communication/SCADA upgrades, piping repair or replacement.

Justification

To further enhance the division's asset management plan, a detailed condition assessment was completed at the sewer facilities. Consultants inspected each site and provided recommendations for improvements at each station. The improvements will ensure that the lift stations are running at their fullest potential and in a most efficient manner. The recommendations are prioritized on level of importance, and are prioritized in a manner that reflects their condition, productivity, and reasonable time for replacement.

2026 Milwaukee Sanitary Lift Station
 2028 Edgewood Sanitary Lift Station
 2030 Lee Street Sanitary Lift Station

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	SSCI-04	150,000	-	95,000		100,000	345,000
Engineering Services	SSCI-04		-	-	-	-	-
Total		150,000	-	95,000	-	100,000	345,000

Funding Sources		2026	2027	2028	2029	2030	Total
San Sewer Capital Imp (4340)	SSCI-04	150,000	-	95,000	-	100,000	345,000
Total		150,000	-	95,000	-	100,000	345,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	SSCI-14
Project Name:	Manhole Lining and Rehabilitation

Department:	Public Works
Contact:	Utility Division

Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Sanitary Sewer
Status:	Active		

Description
Lining/Manhole Sealing is a rehabilitation technique utilized on manholes that require structural reinforcement, are susceptible to runoff and groundwater seepage, and/or require protection from corrosive gases that are sometimes present in the sewer. Other rehabilitation work includes: internal chimney seals, grout wall joints, repair bench and trough, seal and adjust frames.

Justification
Manholes were by far the largest contributor of Inflow & Infiltration (I/I), in the sewer system. To comply with the new MWRD Control Program, efforts must be made to reduce I/I in the sewer system. Locations for this work are determined by the annual SSES Investigation Project.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction Supervision	SSCI-14	-	30,000	-	30,000	-	60,000
Construction /Maintenance	SSCI-14	-	220,000	-	220,000	-	440,000
Engineering Services	SSCI-14	15,000	-	15,000	-	15,000	45,000
Total		15,000	250,000	15,000	250,000	15,000	545,000

Funding Sources		2026	2027	2028	2029	2030	Total
San Sewer Capital Imp (4340)	SSCI-14	15,000	250,000	15,000	250,000	15,000	545,000
Total		15,000	250,000	15,000	250,000	15,000	545,000



SANITARY SEWER CAPITAL OUTLAY PROJECTS

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	SSCO-05	Department:	Public Works
Project Name:	SSES Investigation	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Sanitary Sewer
Status:	Active		

Description

Sanitary Sewer Evaluation Services (SSES) evaluate the sewer system and potential problems, such as inflow and infiltration into the pipes, as well as structural problems within the system. This ongoing monitoring, utilizes video cameras and other detection tools, is used to develop condition assessments of the sewer line to determine when repair, rehabilitation or replacement is required.

Justification

Services in this program include smoke testing, dye testing, sewer televising review, manhole inspections, property inspections, etc. to comply with Metropolitan Water Reclamation District (MWRD) requirements for Inflow and Infiltration (I/I). Services are provided through a Village consultant/contractor.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction /Maintenance	SSCO-05	40,000	40,000	40,000	40,000	40,000	200,000
Total		40,000	40,000	40,000	40,000	40,000	200,000

Funding Sources		2026	2027	2028	2029	2030	Total
San Sewer Capital Out (4320)	SSCO-05	40,000	40,000	40,000	40,000	40,000	200,000
Total		40,000	40,000	40,000	40,000	40,000	200,000



STORM SEWER CAPITAL IMPROVEMENT PROJECTS

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	STSCI-03	Department:	Public Works
Project Name:	South Dunhurst Storm Sewer Improvements	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project includes planting vegetation plugs in the bottom of the pond north of Mark Twain School.

Justification

These plugs are designed to stabilize the pond and absorb the remaining couple of inches of water that accumulates.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction/Maintenance	STSCI-03	70,000	-	-	-	-	70,000
Total		70,000	-	-	-	-	70,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Imp (4510)	STSCI-03	70,000	-	-	-	-	70,000
Total		70,000	-	-	-	-	70,000

Village of Wheeling Capital Improvement Plan 2026 thru 2030

Project #:	STSCI-99	Department:	Finance
Project Name:	Stormwater Operating Cost Fund Transfer	Contact:	Director
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project transfers monies to Water and Sewer Fund for ongoing departmental maintenance operating costs. 25% of Budgeted Revenue is used to calculate the dollar amounts.

Justification

The extensive nature of the Village's storm water piping system, coupled with increasing numbers of severe rain events and extremely flat topography, requires daily maintenance by Public works personnel.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction/Maintenance	STSCI-99	366,270	386,617	406,965	427,313	424,192	2,011,357
Total		366,270	386,617	406,965	427,313	424,192	2,011,357

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Imp (4510)	STSCI-99	366,270	386,617	406,965	427,313	424,192	2,011,357
Total		366,270	386,617	406,965	427,313	424,192	2,011,357



STORM SEWER CAPITAL OUTLAY PROJECTS

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	STSCO-02	Department:	Public Works
Project Name:	Storm Water Televising, Mapping and Condition Assessment	Contact:	Capital Projects Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project is part of the Village's ongoing program to televise and assess the location and condition of the storm sewer collection system throughout the Village. This multi-year project includes televising, geolocation of structures, pipe invert collection, GIS integration, etc.

Justification

After collecting the data, the Public Works Department will evaluate and prioritize the storm water system rehabilitation based on defect severity, occurrence interval of failures, service reliability and other related parameters. This is final year of a 4 year program. . Accurate mapping is a necessary baseline component of infrastructure management.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	STSCO-02	750,000	-	-	-	-	750,000
Total		750,000	-	-	-	-	750,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Outlay (4520)	STSCO-02	750,000	-	-	-	-	750,000
Total		750,000	-	-	-	-	750,000

Village of Wheeling Capital Improvement Plan 2026 thru 2030

Project #:	STSCO-03	Department:	Public Works
Project Name:	S Dunhurst Basin - 48-inch Outfall Pipe Evaluation	Contact:	Utility Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project funds an engineering evaluation that assesses the condition, capacity, and performance of a 48-inch storm sewer that serves as the primary outfall for the South Dunhurst detention basin. The analysis includes a review of the existing design plans, hydraulic modeling under various storm events, and a visual inspection of the pipe system. The evaluation aims to determine the system's adequacy in managing peak flows, identify any structural deficiencies or obstructions, and recommend necessary improvements to ensure long-term functionality and compliance with applicable stormwater management standards.

Justification

An engineering evaluation of the 48-inch storm sewer pipe that drains the South Dunhurst basin is necessary to ensure the continued functionality, structural integrity, and hydraulic performance of the stormwater management system. This evaluation will identify any existing or potential issues such as sediment accumulation, pipe deformation, joint separation, or capacity limitations that could compromise drainage efficiency or lead to flooding. Additionally, the assessment will inform maintenance strategies, support regulatory compliance, and help determine if upgrades are needed to meet current or future design standards and stormwater loads. Conducting this evaluation is a proactive measure to mitigate risks and maintain long-term reliability of the infrastructure.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	STSCO-03	-	125,000	-	-	-	125,000
Total		-	125,000	-	-	-	125,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Outlay (4520)	STSCO-03	-	125,000	-	-	-	125,000
Total		-	125,000	-	-	-	125,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	STSCO-05	Department:	Public Works
Project Name:	Echo Lake/Ridgefield Pond Connector Pipe Evaluation	Contact:	Utility Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project will be conducted by an engineering consultant who will provide a detailed evaluation of the connector pipe between Echo Lake and the Ridgefield Pond to assess its structural integrity, operational performance, and compliance with applicable standards. The assessment will include a visual inspection, dimensional verification, material analysis and review of historical performance data. Recommendations for repair or replacement along with an engineering estimate will be provided at the conclusion of the evaluation.

Justification

The connector pipe between Echo Lake and the Ridgefield Pond plays a critical role in managing water levels, ensuring ecological balance, and supporting stormwater drainage. Evaluating the pipe is necessary to assess its structural integrity, detect blockages or damage, and determine whether its functioning as intended. Over time, sediment buildup, corrosion, root intrusion, or physical damage may compromise the pipe's performance, potentially leading to flooding, erosion or habitat disruption. A timely evaluation will inform maintenance or replacement needs, prevent costly failures, and support affective water resource management.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	STSCO-05	125,000	-	-	-	-	125,000
Total		125,000	-	-	-	-	125,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Outlay (4520)	STSCO-05	125,000	-	-	-	-	125,000
Total		125,000	-	-	-	-	125,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	STSCO-06	Department:	Public Works
Project Name:	Repetitive Loss Analysis	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project funds the study of repetitive loss for the Community Rating System (CRS). Repetitive loss means properties that have sustained loss of property several times due to flooding.

Justification

Staff is working with FEMA to update the repetitive loss data in the village. This information will assist in getting points for the CRS system which helps residents with flood insurance rates.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	STSCO-06	40,000	-	-	-	-	40,000
Total		40,000	-	-	-	-	40,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Outlay (4520)	STSCO-06	40,000	-	-	-	-	40,000
Total		40,000	-	-	-	-	40,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	STSCO-07	Department:	Public Works
Project Name:	Village Benchmark Verification/Replacement	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description
This project funds verifying benchmarks in the Village as required for the Community Rating System (CRS). A professional surveyor will inspect each benchmark and verify the elevations. If a benchmark is missing or has been removed due to construction activities, a new benchmark will be installed.

Justification
Having a verified and extensive benchmark network assists with current and future developments as well as a best management practice for the CRS system which helps residents with flood insurance rates.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering Services	STSCO-07	40,000	-	-	-	-	40,000
Total		40,000	-	-	-	-	40,000

Funding Sources		2026	2027	2028	2029	2030	Total
Storm Sewer Capital Outlay (4520)	STSCO-07	40,000	-	-	-	-	40,000
Total		40,000	-	-	-	-	40,000



WATER CAPITAL IMPROVEMENT PROJECTS

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	WCI-01	Department:	Public Works
Project Name:	Watermain Replacement Program*	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Water
Status:	Active		

Description
This project funds the replacement of existing ductile and cast iron water mains within various subdivisions and developments throughout the Village in accordance with the July 1999 Water Main Priority Replacement Program. Design and construction costs are included. Street resurfacing is included in the cost of these projects.

Justification		
The existing ductile and cast iron pipes are failing at accelerated rates, resulting in an inordinate number of service interruptions. Thin wall cast iron pipe is responsible for approximately 66% of all reported pipe failures and repair procedures are no longer cost effective.		
Year	Length	Location
2026	7,600	Palatine Frontage Road and Wheeling Road
2027	11,000	Cedar Run
2028	8,900	Old Town (Wheeling, Willie, Lincoln, Walnut, Park & Highland)
2029	4,200	Hollywood(Berkshire, Mockingbird, Coral & Chestnut)
2030	4,200	Palatine Frontage Road East of Underpass

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-01	3,800,000	5,500,000	4,450,000	2,520,000	3,300,000	19,570,000
Construction Supervision	WCI-01	310,000	445,000	360,000	225,000	225,000	1,565,000
Engineering Services	WCI-01	300,000	-	200,000	200,000	200,000	900,000
Total		4,410,000	5,945,000	5,010,000	2,945,000	3,725,000	22,035,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-01	4,310,000	5,845,000	4,910,000	2,845,000	3,625,000	21,535,000
San Sewer Capital Imp (4340)	WCI-01	100,000	100,000	100,000	100,000	100,000	500,000
TIF, Town Center II Capital Imp (3510)	WCI-01	-	-	-	-	-	-
Total		4,410,000	5,945,000	5,010,000	2,945,000	3,725,000	22,035,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	WCI-02	Department:	Public Works
Project Name:	Elevated Water Storage Tank Maintenance	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Water
Status:	Active		

Description
This project involves the re-coating of the elevated water tanks and standpipes throughout the Village. Also, some of the facilities may need repairs and modifications to ventilation systems to become compliant with current federal and state standards. The program operates in two phases: the first includes a thorough and complete independent inspection of the applicable facility and the preparation of contract documents (to be completed in the year prior to anticipated coating schedule) and the second incorporates the actual labor of re-coating the structure.

Justification
The structural integrity of these water facilities helps to preserve and maintain water quality, and therefore requires continual monitoring and maintenance. The scheduled facilities for 2026 and future years include:
2026 - Elevated Tank 6 - 560 Fairway Drive
2032- Elevated Tank (Well #1)-355 Center Street
2033 - Elevated Tank 3 (Well #5)- 175 Old McHenry Road
2034 - Standpipe 2 (CRS) - 750 South Wheeling Road
2035- Standpipe 1 (NRS) - 630 Northgate Parkway

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-02	850,000	-	-	-	-	850,000
Construction Supervision	WCI-02	50,000	-	-	-	-	50,000
Engineering Services	WCI-02	10,000	-	-	-	-	10,000
Total		910,000	-	-	-	-	910,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-02	910,000	-	-	-	-	910,000
Total		910,000	-	-	-	-	910,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	WCI-04
Project Name:	Underground Diesel Storage Tank Replacement

Department: Public Works

Contact: Utility Division

Project Status: Previously Identified

Type: Improvement

Priority: Funded

Category: Water

Status: Active

Description

This project funds the replacement of underground fuel storage tanks at various water stations that have exceeded their useful life.

Justification

The average life of an underground storage tank (UST) for diesel is approximately 20-25 years.

Facility Name	Address	Size(gal)	Installed	To be replaced
Well #7 795	795 Longtree	500	2002	2030
N Receiving Resvr & Pumping St	Northgate Pkwy & Lake Cook Rd	1000	2022	2047

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-04	-	-	-	-	300,000	300,000
Total		-	-	-	-	300,000	300,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-04	-	-	-	-	300,000	300,000
Total		-	-	-	-	300,000	300,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	WCI-05	Department:	Public Works
Project Name:	Bulk Water Fill Station	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Water
Status:	Active		

Description
This bulk water fill station is a small building that consists of a backflow preventer, meter, valves, interior lighting and an electric heater. The access terminal will have a cell modem, touch pad and credit card printer. Contractors will pull up to the fill station and connect a hose to the exterior hose fitting. They will enter in the desired amount of gallons and the station will fill their tank. It will either charge their credit card or it can be set up to accept a 4 digit code that the contractor will be assigned to after billing information is obtained and the contractor is authorized.

Justification
This fill station will minimize the administrative burden of loaning out RPZ/Hydrant meters and assisting contractors with filling up water tanks at the PW building. Additionally, we expect this station to be a new revenue source for the Village. Water loss and water accountability should improve by not lending out hydrant meters. It can be set up to accept credit card purchases which will minimize the burden of the Finance Department sending out bills. The credit card payment will go directly to the Village.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-05	65,000	-	-	-	-	65,000
Total		65,000	-	-	-	-	65,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-05	65,000	-	-	-	-	65,000
Total		65,000	-	-	-	-	65,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	WCI-06	Department:	Public Works
Project Name:	SCADA Cabinet/PLC Upgrade	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Water
Status:	Active		

Description
Upgrade all outdated PLCs with current, modern replacements, adding HMI screens to replace all hand switches and analog displays, upgrading all sites to communicate with Public Works via a private cellular network, and adding chlorine and power monitoring as needed to allow for optimized pumping strategies.

Justification
The current MicroLogix 1400 PLC's are antiquated. Rockwell has classified them as "Active Mature" and they will no longer receive support in the very near future as referenced by Rockwell Automation, June 2023. Many of the SCADA components are native to the design and build of the water facilities and are reaching the end of their useful lives. The Village has been made aware of these shortcomings by multiple SCADA integrators.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-06	-	500,000	-	-	-	500,000
Total		-	500,000	-	-	-	500,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-06	-	500,000	-	-	-	500,000
Total		-	500,000	-	-	-	500,000

Village of Wheeling Capital Improvement Plan 2026 thru 2030

Project #:	WCI-08	Department:	Public Works
Project Name:	Fire Hydrant Flow/Watermain Capacity Testing	Contact:	Utility Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Water
Status:	Active		

Description
Fire hydrant flow testing is conducted to ensure that the water supply system can deliver adequate pressure and flow rates needed for firefighting and emergency response. This testing helps determine the available water volume and pressure at specific points within the system, which is critical for both public safety and system maintenance. The Village owns and operates approximately 1800 fire hydrants. This program will be conducted over a 5-year period with approximately 360 hydrants flow tested each year.

Justification
Conducting a fire hydrant flow testing program is essential for ensuring the operational readiness and reliability of a community's fire protection infrastructure. This testing provides critical data on water pressure and flow rates at each hydrant, which directly impacts firefighting effectiveness and public safety. Accurate flow information is also necessary for designing new water infrastructure, performing hydraulic modeling, and verifying compliance with insurance and fire code standards. Additionally, routine testing helps identify maintenance issues such as blockages, leaks, or mechanical failures, allowing for timely repairs and minimizing the risk of hydrant failure during emergencies. By systematically evaluating hydrant performance, municipalities can make informed decisions about infrastructure investments and maintain compliance with local and national safety regulations.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	WCI-08	25,000	25,000	25,000	25,000	25,000	125,000
Total		25,000	25,000	25,000	25,000	25,000	125,000

Funding Sources		2026	2027	2028	2029	2030	Total
Water Capital Imp (4330)	WCI-08	25,000	25,000	25,000	25,000	25,000	125,000
Total		25,000	25,000	25,000	25,000	25,000	125,000



TIF CAPITAL IMPROVEMENT PROJECTS

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	NTIF-01	Department:	Economic Development Division
Project Name:	North Milwaukee Avenue Improvements	Contact:	Director
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project funds the design, engineering, and construction of an open space for public use to welcome visitors to the Village focusing on a wide array of dining and experiential destinations. It is part of the implementation strategy as recommended in the 2022 Restaurant Row Corridor Plan. This project will activate the Village owned property at 616 N. Milwaukee and compliment the surrounding area and visitor experience.

Justification
This project is the next phase of the North Milwaukee TIF District Public Improvement Project as identified in the 2022 Restaurant Row Corridor Plan and approved by the Board.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	NTIF-01	750,000	-	-	-	-	750,000
Engineering Services	NTIF-01	100,000	-	-	-	-	100,000
Legal	NTIF-01	50,000	-	-	-	-	50,000
Total		900,000	-	-	-	-	900,000

Funding Sources		2026	2027	2028	2029	2030	Total
TIF, North Capital Imp (3910)	NTIF-01	900,000	-	-	-	-	900,000
Total		900,000	-	-	-	-	900,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	NTIF-02	Department:	Economic Development Division
Project Name:	New LED Signage Westin / Saranello's	Contact:	Director
Project Status:	New	Type:	Improvement
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project funds the design, engineering, and construction of two signs; an LED Board promoting the Westin Hotel and nearby establishments as well as an opportunity for Village promotion on a rotating basis as well as new signage for the anchor tenant of the Westin and Saranello's. This project is part of the implementation strategy as recommended in the 2022 Restaurant Row Corridor Plan. This project will compliment Village specific events and promotion as well as the surrounding area. The intent is to drive visitor traffic from the Westin to other events and experiences throughout the Village.

Justification
Important signage improvements needed to bring additional traffic and community promotion to the Westin LED and Saranello's Signage. The current signage is inoperable and needing improvements which will coincide with the interior renovations which will coincide with the proposed installation.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction/Maintenance	NTIF-02	500,000	-	-	-	-	500,000
Legal	NTIF-02	50,000	-	-	-	-	50,000
Total		550,000	-	-	-	-	550,000

Funding Sources		2026	2027	2028	2029	2030	Total
TIF, North Capital Imp (3910)	NTIF-02	550,000	-	-	-	-	550,000
Total		550,000	-	-	-	-	550,000

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	SETIF-06
Project Name:	Watermain Loop from River Mill to Sumac

Department:	Public Works
Contact:	Utility Division

Project Status:	Previously Identified	Type:	Improvement
Priority:	Funded	Category:	Water
Status:	Active		

Description

This project installs a loop water main from the River Mill residential development to Sumac Road.

Justification

Currently the Village's water system is not connected between north and south sections of Milwaukee Avenue. Installing additional piping will allow for more consistent water flow and pressure as well as offer municipal water to properties not currently served by the Village.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	SETIF-06	1,620,000	-	-	-	-	1,620,000
Construction Supervision	SETIF-06	155,000	-	-	-	-	155,000
Total		1,775,000	-	-	-	-	1,775,000

Funding Sources		2026	2027	2028	2029	2030	Total
TIF, Southeast Capital Imp (3610)	SETIF-06	1,775,000	-	-	-	-	1,775,000
Total		1,775,000	-	-	-	-	1,775,000

Village of Wheeling
Capital Improvement Plan
 2026 thru 2030

Project #:	STSCI-05	Department:	Public Works
Project Name:	Stream Bank Stabilization	Contact:	Utility Division
Project Status:	Previously Identified	Type:	Maintenance
Priority:	Funded	Category:	Storm Sewer/Drainage
Status:	Active		

Description

This project involves a streambank erosion assessment that includes collecting field streambank erosion data, estimating sediment loads from streambank erosion, extrapolating streambank erosion sediment loads to the entire stream, estimating the potential for reducing anthropogenically accelerated streambank erosion and provide cost estimates to construct improvements.

Justification

A best management practice for streambank stabilization is to determine if sedimentation downstream is occurring and if so, correct it using industry proven erosion control measures. As part of the design process, the consultant will apply for grants to offset the construction cost of this work.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	STSCI-05	2,401,000	-	-	-	-	2,401,000
Construction Supervision	STSCI-05	202,100	-	-	-	-	202,100
Total		2,603,100	-	-	-	-	2,603,100

Funding Sources		2026	2027	2028	2029	2030	Total
TIF, Town Center Capital Out(3520)	STSCI-05	2,603,100	-	-	-	-	2,603,100
Town Center TIF (35) IEPA Grant	STSCI-05	(1,636,860)	-	-	-	-	(1,636,860)
Total		966,240	-	-	-	-	966,240

* Multiple Funding Sources

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	TCTIF-01	Department:	Public Works
Project Name:	Metra Sidewalk improvements	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Sidewalks
Status:	Active		

Description
This project involves raising concrete sidewalks that have sunk and updating the ADA crosswalks.

Justification
The existing sidewalks have sunk and are causing water to pond. This is creating a maintenance concern and possible hazard the pedestrians. Also, the current ADA crosswalks and sidewalks will be updated to meet current standards.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	TCTIF-01	60,000	-	-	-	-	60,000
Total		60,000	-	-	-	-	60,000

Funding Sources		2026	2027	2028	2029	2030	Total
Town Center TIF Cap Imp (3510)	TCTIF-01	60,000	-	-	-	-	60,000
Total		60,000	-	-	-	-	60,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	TCTIF-02	Department:	Public Works
Project Name:	Wheeling Town Center Improvement Project	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project funds the design, engineering, and construction of various physical improvements to parking, vehicular and pedestrian circulation, accessibility, signage and public enhancements to Wheeling Town Center as recommended in the year long analysis of improvements. This project will further advance Wheeling Town Center to provide and enhance visitor and resident experiences by adding improved signage, enhancing public gathering spaces with the intent to increase traffic to nearby events.

Justification
Important signage and circulation improvements are needed to enhance the accessibility and visibility for tenants and visitors to Wheeling Town Center, Heritage Park and Village Facilities. This project will help to solidify and improve traffic, drive increased sales taxes, and enhance the visitor experience from both local and regional visitors to Wheeling Town Center. The improvements have been vetted by staff and our consultant, Kimley Horn.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Engineering	TCTIF-02	200,000	-	-	-	-	200,000
Construction	TCTIF-02	1,000,000	-	-	-	-	1,000,000
Legal	TCTIF-02	50,000	-	-	-	-	50,000
Total		1,250,000	-	-	-	-	1,250,000

Funding Sources		2026	2027	2028	2029	2030	Total
Town Center TIF Cap Imp (3510)	TCTIF-02	1,250,000	-	-	-	-	1,250,000
Total		1,250,000	-	-	-	-	1,250,000

Village of Wheeling

Capital Improvement Plan

2026 thru 2030

Project #:	TCTIF-03	Department:	Public Works
Project Name:	Traffic Signal Upgrade Wheeling Road & Town Street	Contact:	Capital Projects Division
Project Status:	New	Type:	Maintenance
Priority:	Funded	Category:	Streets
Status:	Active		

Description
This project includes upgrading aging components related to the Village owned traffic signal at Wheeling Road and Town Street. The current system was installed in 1987 and designed to have a service life of 20-30 years. Ongoing regular maintenance has extended its useful life to nearly 40 years of service.

Justification
Public Works contracts maintenance of its traffic signals on a monthly basis. The Village's contractor identified that many components of the overall system have exceeded their useful service life. The incandescent lights, cabinet and traffic controller components are legacy and may no longer be supported. In addition, used parts are increasingly difficult to find or costly to modify to work seamlessly with outdated technology. This project was anticipated to be included with the Wheeling Road Improvements project. However, due to uncertainty of scheduling of the roadway improvements, replacement of these traffic signal components should be expedited.

Expenditures	Project #	2026	2027	2028	2029	2030	Total
Construction	TCTIF-03	65,000	-	-	-	-	65,000
Total		65,000	-	-	-	-	65,000

Funding Sources		2026	2027	2028	2029	2030	Total
Town Center TIF Cap Out (3520)	TCTIF-03	65,000	-	-	-	-	65,000
Total		65,000	-	-	-	-	65,000