



Monday, December 15, 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, immediately following the Special Meeting of the Liquor Control Commission, 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:

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1. **Call to Order**

 2. **Pledge of Allegiance**

 3. **Roll Call**

 4. **Approval of Minutes**
 - A. Approval of Minutes of the Regular Meeting of December 1, 2025

 5. **Changes to the Agenda**

 6. **Proclamations**

 7. **Appointments and Confirmations**
 - A. Board of Fire and Police Commissioner, David Schlaak

 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 Approving Proposals for Liability Insurance Coverage from Arthur J. Gallagher Risk Management Services Inc. and Insurance Consulting Services from Nugent Consulting, LLC
 - B. Resolution Approving a Three-Year Contract with Gravity in an Amount Not to Exceed \$90,489 for Budgeting Software and Implementation Services
 - C. Resolution Authorizing the Payment in Full for the Lease-Purchase Agreement Made with the Regional Emergency Dispatch (RED) Center on February 16, 2022 for an APCO P25 VHF Digital Radio Simulcast System at a Cost Not to Exceed \$54,744.33
 - D. Resolution Renewing the Village of Wheeling's Annual Subscription to the Northwest Central Dispatch

System's Joint Emergency Management System (JEMS) in the Amount of \$33,857.58 for FY 2026

- E. Resolution Approving the Village of Wheeling's Annual Membership in the Northwest Central Dispatch System in the Amount of \$198,819.87 for FY 2026
- F. Resolution Approving the Second One-Year Renewal Contract with Alpha Maintenance and Services Inc. for Fire Hydrant Sandblasting and Painting Services in an Amount Not to Exceed \$35,000 for FY 2026
- G. Resolution Approving the Capital Improvement Plan for the Five-Year Period of Fiscal Year 2026 through 2030
- H. Resolution for Improvement Under the Illinois Highway Code (Section 25-00000-00-GM, 2026 Motor Fuel Tax General Maintenance Program Appropriation)
- I. Resolution Approving WEX Fuel Cards for Fueling Village Vehicles and Equipment in an Amount Not to Exceed \$365,000
- J. Resolution Accepting and Approving a Contract with EarthWerks Land Improvement & Development Corp. for the Wheeling Drainage Ditch Stabilization Project in an Amount Not to Exceed \$2,098,209
- K. Resolution Approving a Proposal from Hampton, Lenzini & Renwick Inc. to Provide Construction Engineering Inspections for the Wheeling Drainage Ditch Stabilization Project in an Amount Not to Exceed \$281,640
- L. Resolution Approving an Increase in the Village Manager's Compensation
- M. Resolution Authorizing the Execution of a Five-Year Professional Services Agreement with CaseWorthy, Inc. for Social Service Case Management System Services in the Amount of \$93,831
- N. Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of 55 Axon Incorporated Taser Energy Devices, Taser 10 Model, at a Cost Not to Exceed \$284,178 Distributed over a Five-Year Period

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. PRESENTATION RE: Indian Trails Public Library *One Book One Community* Program
- B. Ordinance Granting Special Use Approval to Permit the Operation of an Entertainment Establishment for Delta Kilo, Inc., 401 E. Dundee Road [Docket No. PSU25-0015]
- C. Ordinance Granting Special Use Approval to Permit the Operation of an Assembly Use for Delta Kilo, Inc., 401 E. Dundee Road [Docket No. PSU25-0026]
- D. Ordinance Granting Special Use Approval to Permit the Operation of a Recreation and Instruction Facility (Otaman Supreme Company), 638 Wheeling Road [Docket No. PSU25-0025]
- E. Ordinance Granting Special Use Approval to Permit the Operation of a Recreation and Instruction Facility (One More Game Pickleball and Badminton Club, LLC), 851 Seton Court [Docket No. PSU25-0019]
- F. DISCUSSION RE: Concept Review for Āhāra Restaurant, 550 S. Milwaukee Avenue, Major Site Plan
- G. Ordinance Authorizing the Levy and Collection of Taxes for the Corporate and Municipal Purpose of the Village of Wheeling for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025
- H. Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2020
- I. Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Corporate Purpose Bonds, Series 2007

- J. Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2021
- K. Ordinance Adopting the Village of Wheeling Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills for November 26–December 10, 2025
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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: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Resolution Approving Proposals for Liability Insurance Coverage from Arthur J. Gallagher Risk Management Services Inc. and Insurance Consulting Services from Nugent Consulting, LLC
DOLLAR AMOUNT: \$1,071,606
BUDGETED: Yes
BUDGET SOURCE: Liability Insurance Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The Village's insurance broker recently sought proposals for the 2026 general liability and workers' compensation insurance program. After three years of significant premium increases, the insurance market has moderated, and the proposal reflects an increase of only \$50,417 (4.94%) in premiums and related costs compared to the 2025 program, albeit with some changes in coverage. The memo below describes the proposed 2026 program covering the Village's property, casualty, and workers' compensation needs.

Overview:

Arthur J. Gallagher, the Village's insurance broker, recently sought proposals for the Village's 2026 liability insurance program. Although premiums increased substantially between 2020 and 2022, they have stabilized over the last three years, averaging 4.51% between 2023 and 2025. In general, costs have risen since 2020 due to social inflation (i.e., rising insurance costs due to increased litigation, plaintiff-friendly judgments, and "nuclear" jury awards), the impact of actual inflation on property valuations, and increased weather-related activity. In addition, geopolitical threats (e.g., the Russia/Ukraine war) have contributed to a challenging insurance market. The recommended 2026 program reflects an increase in program costs of \$50,417 (4.94%) compared to 2025, with some changes in coverage. The following highlights the significant changes in premiums and program terms:

- (1) The Village purchases excess liability insurance from Arch Specialty and Navigators Specialty, two highly-rated carriers. The companies will each provide \$5,000,000 in excess coverage in addition to the \$5,000,000 provided by Safety National (for a total of \$15 million).
- (2) The cost of excess property coverage went down almost 7% from 2025 prior to appraisals being performed on all Village buildings. The increased values reduced the Village's initial savings of nearly 7% on excess property in 2026 down to 1.75%, or \$2,315.
- (3) The self-insured retentions (SIRs) for general, law enforcement, automobile, public officials, and employee benefits liability coverage will increase from \$250,000 to \$300,000. Safety National, the liability insurer, will no longer offer \$250,000 SIRs beginning with the 2027 renewal due to increased claims administration costs and losses. The SIRs for the other policies will remain the same as this year.
- (4) The Village's primary insurance package from Safety National increased by almost 14% from 2025. Safety National cited increased court costs, the Village's location within Cook County, and the Village's desire for low SIRs as reasons for the increases.

Row 14 of Attachment A shows a ten-year history of total program costs, including insurance premiums and brokerage fees, and the proposed cost of the 2026 program, excluding claim losses.

Policy Terms:

Concerning the policy terms, the recommended 2026 program (see attached chart) is similar to the 2025 program (as shown in the attached coverage graph), with \$138 million of property coverage (with smaller sub-limits for specific lines of coverage) and statutory (unlimited) workers' compensation coverage. The insurance companies providing coverage are the same as last year, and include the following:

- (1) Safety National will provide liability, workers' compensation coverage, and auto physical damage coverage.
- (2) Chubb will provide property coverage (except auto physical damage coverage).
- (3) Travelers Insurance will provide boiler and machinery coverage.
- (4) Hartford Fire Insurance Co. and Hiscox Insurance Company will provide crime (i.e., employee dishonesty) coverage.
- (5) Crum will provide underground storage tank coverage.
- (6) Lloyds will provide cyber liability coverage.
- (7) Arch Specialty and Navigators Specialty will provide excess liability coverage.

Third-Party Claims Administration:

Per the terms of an agreement the Village Board approved last year, Cannon Cochran Management Services Inc. (CCMSI), a third-party administrator, will continue to provide workers' compensation and general liability claims administration services to the Village at an estimated cost of \$28,000, a 5.66% increase over the prior year. The final cost of CCMSI's services will depend on the number of claims the Village has in 2026.

Consulting:

The Village's consultant, Nugent Consulting, LLC, provides insurance premium consulting to help the Village secure the best rates and appropriate coverage levels for its liability insurance. Its consulting fee for 2026 is \$27,500, an increase of 3% from the prior year. The Village's representative, Mike Nugent, has pressed Arthur J. Gallagher to find new solutions to keep increases down in 2026, including exploring replacement carriers for excess and primary coverage, as well as changes to SIRs.

Summary:

The total effect of the program changes is an increase in actual premium and fee costs of \$50,417 (4.94%), from \$1,021,189 to \$1,071,606 (see Attachment A, Columns 9 and 10, Row 14). Based on historical averages, staff estimates the Village will spend \$900,000 on property, liability, and workers' compensation claims in addition to the premiums and fees, bringing the total program cost to roughly \$1.97 million.

Staff recommends that the Board approve the 2026 insurance program Arthur J. Gallagher and Company proposed while retaining Nugent Consulting, LLC to assist in administering the policies during the year.

**VILLAGE OF WHEELING
SELF-INSURANCE PROGRAM (2016-2025)**

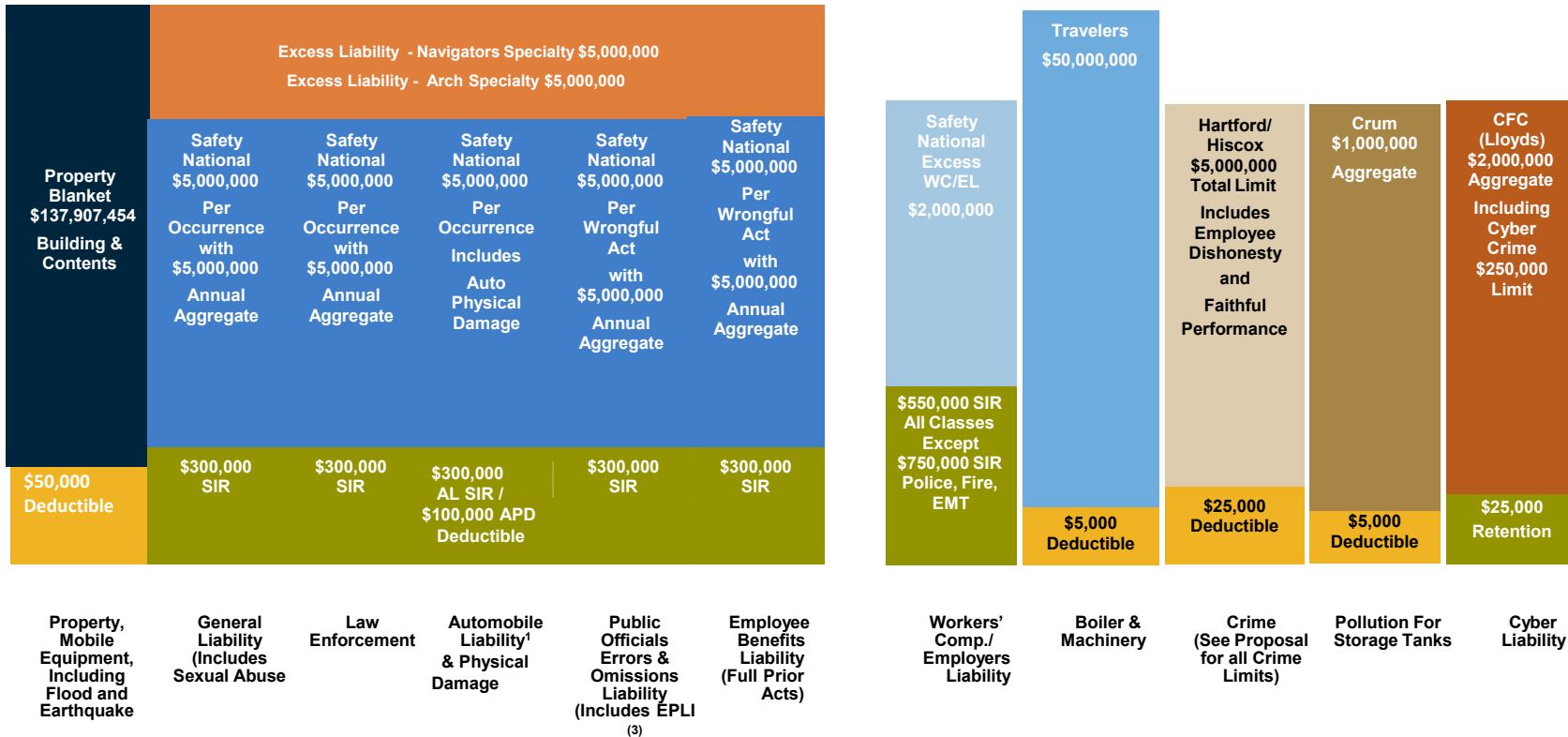
	1	2	3	4	5	6	7	8	9	10	VARIANCE	
											2025 VS 2024	
<i>Item</i>	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026*	DOLLARS	%
1 Excess Property	\$ 72,400	\$ 70,257	\$ 72,795	\$ 78,849	\$ 105,394	\$ 119,880	\$ 101,589	\$ 105,158	\$ 132,315	\$ 130,000	\$ (2,315)	-1.75%
2 Primary Package	\$ 193,919	\$ 190,808	\$ 188,880	\$ 188,804	\$ 256,639	\$ 256,818	\$ 305,572	\$ 281,895	\$ 286,898	\$ 326,969	\$ 40,071	13.97%
3 Excess Liability	\$ 23,879	\$ 24,765	\$ 24,734	\$ 24,742	\$ 110,460	\$ 257,861	\$ 269,837	\$ 280,842	\$ 282,923	\$ 300,964	\$ 18,041	6.38%
4 Boiler	\$ 3,216	\$ 3,022	\$ 3,034	\$ 3,249	\$ 3,341	\$ 3,601	\$ 4,350	\$ 4,636	\$ 5,925	\$ 6,161	\$ 236	3.98%
5 Crime	\$ 10,851	\$ 10,620	\$ 10,556	\$ 9,487	\$ 9,505	\$ 10,664	\$ 10,794	\$ 10,794	\$ 10,794	\$ 10,687	\$ (107)	-0.99%
6 Broker Fee	\$ 35,500	\$ 35,500	\$ 35,500	\$ 36,210	\$ 37,296	\$ 38,042	\$ 38,803	\$ 39,967	\$ 41,166	\$ 42,401	\$ 1,235	3.00%
7 Consulting	\$ 20,000	\$ 20,400	\$ 21,000	\$ 22,500	\$ 22,500	\$ 23,300	\$ 24,600	\$ 25,584	\$ 26,700	\$ 27,500	\$ 800	3.00%
8 Workers Compensation	\$ 95,451	\$ 94,911	\$ 91,865	\$ 94,749	\$ 104,570	\$ 112,745	\$ 125,292	\$ 137,517	\$ 139,392	\$ 145,567	\$ 6,175	4.43%
9 Underground Storage Tank Coverage	\$ 2,616	\$ 6,114	\$ 7,545	\$ 8,809	\$ 5,222	\$ 5,168	\$ 3,087	\$ 3,087	\$ 3,303	\$ -	\$ (3,303)	-100.00%
10 National Flood Insurance Policy		1513	1406	1,434	1,500	1,500	1,687	1,938	35,164	24,058	\$ (11,106)	-31.58%
11 Cyber Liability	\$ 8,587	\$ 8,567	\$ 8,567	\$ 8,923	\$ 12,832	\$ 41,857	\$ 32,967	\$ 30,109	\$ 30,109	\$ 29,299	\$ (810)	-2.69%
12 Premium/Fees	\$ 466,419	\$ 466,477	\$ 465,882	\$ 477,756	\$ 669,259	\$ 871,436	\$ 918,578	\$ 921,527	\$ 994,689	\$ 1,043,606	\$ 48,917	4.92%
13 TPA/Cooperative Fees	\$ 95,000	\$ 61,000	\$ 55,000	\$ 58,453	\$ 51,298	\$ 53,296	\$ 25,000	\$ 25,000	\$ 26,500	\$ 28,000	\$ 1,500	5.66%
14 Total Estimated Cost	\$ 561,419	\$ 527,477	\$ 520,882	\$ 536,209	\$ 720,557	\$ 924,732	\$ 943,578	\$ 946,527	\$ 1,021,189	\$ 1,071,606	\$ 50,417	4.94%
15 WC SIR - All Other	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	
16 WC SIR - Police/Fire	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000	
17 Property SIR	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
18 Public Officials Liab SIR	\$ 250,000	\$ 250,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 300,000	
19 Law Enforcement Liab SIR	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 250,000	\$ 300,000	\$ 300,000	
20 Auto Physical Damage	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
21 Boiler Deductible	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
22 Crime Retention	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
23 Cyber Deductible	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
24 UST Deductible	5000	5000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
25 Liability SIR	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	
26 Employment Practices SIR	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
27 Total Law Enforcement Liability				\$ 16,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	
28 Total All Other Liability	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 16,000,000	\$ 20,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	\$ 15,000,000	
29 Crime Limit	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	
30 Cyber Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
31 Low Hazard Flood Limit							\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000	
32 Medium Hazard Flood Limit							\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	
33 High Hazard Flood Limit							\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
34 Low Hazard Flood Deductible							\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
35 Medium Hazard Flood Deductible							\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
36 High Hazard Flood Deductible							\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	

* Proposed

VILLAGE OF WHEELING

Safety National/Chubb/Arch/Navigators - Self-Insurance Program Structure

Effective: December 31, 2025 to December 31, 2026



(1) Includes Garagekeepers Coverage \$500,000 excess \$300,000 SIR; Auto Physical Damage provided with Agreed Replacement Valuation on Emergency Vehicles 10 years and newer (policy will only pay out based on values provided by the Village; and Actual Cash Value all other vehicles).

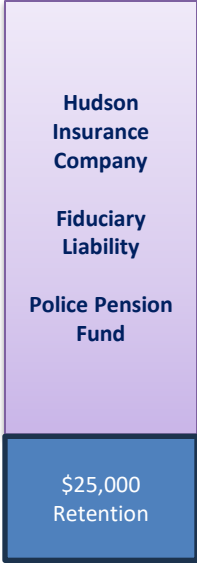
(2) Public Officials Errors & Omissions Liability, Employment Practices are on a Claims-Made basis, without a retro date (Full Prior Acts. Sexual Abuse/Molestation is provided under the General Liability GL/LEL/AL/POL/EBL – CLASH coverage provided

(3) GL/LEL/AL/POL/EBL – CLASH coverage provided

VILLAGE OF WHEELING



12/31/2025 – 12/31/2026



5/1/2025 – 5/1/2026

**SERVICE AGREEMENT BETWEEN
VILLAGE OF WHEELING AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 31st day of December, 2025, by and between Village of Lombard (the “Client”), and Cannon Cochran Management Services, Inc. (“CCMSI”), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator (“Administrator”) of the Client’s insurance program as described within Exhibit A Fee and Payment Schedule (“Exhibit A”). All functions of CCMSI shall be performed until termination of this Agreement (“Life of Agreement”).
- B. FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client’s Administrator shall include the following:
1. Claim Administration.
 - (a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - (b) Claim Settlement. CCMSI will settle claims of the Client with Client funds.
 - (c) Claim Reserves. CCMSI will establish reserves for unpaid reported claims and unpaid claim expenses.
 - (d) Allocated Claim Expenses. CCMSI will pay, at market rates, all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client’s program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the custody, investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
 - 1) Independent medical examinations of claimants;
 - 2) Managed care expenses, which may include the services provided by comp mc™, CCMSI’s proprietary managed care program;
 - 3) Fraud detection expenses, which may include the services provided by FIRE, CCMSI’s proprietary Special Investigation Unit (SIU), and other related expenses associated with the surveillance, detection, reporting and prosecution of fraudulent claims, including legal fees;

- 4) Attorneys, experts, and special process servers;
 - 5) Court costs, fees, interest and expenses;
 - 6) Depositions, court reporters and recorded statements;
 - 7) Independent adjusters and appraisers;
 - 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
 - 9) MMSEA/SCHIP compliance charges;
 - 10) Electronic Data Interchanges (“EDI”) charges if required by state law;
 - 11) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the state of their assigned office and only if such customary rate is communicated to the Client prior to incurring such cost;
 - 12) Actual reasonable expenses incurred by CCMSI employees outside the state of their assigned office for meals, travel, and lodging in conjunction with claim management;
 - 13) Police, weather and fire report charges that are related to claims being administered under Client’s program;
 - 14) Charges associated with accident reconstruction, cause and origin investigations, etc.;
 - 15) Charges for retrieval of medical records, personnel documents, and other documents necessary for adjudication of claims under Client’s program;
 - 16) Charges associated with Medicare Set-Aside Allocations and other related MSP Services;
 - 17) Legal bill review expenses, which include the services provided by CLEAR, CCMSI’s proprietary legal bill review program;
 - 18) Other expenses normally recognized as Allocated Loss Adjustment Expenses (“ALAE”) by industry standards.
- (e) Subrogation. CCMSI will monitor claims for subrogation.
- (f) Provision of Reports. CCMSI will provide reports to the Client as mutually agreed upon by the parties.
- (g) Service Plan. CCMSI will cooperate with the Client in the drafting and periodic revision of a Quality Service Plan (QSP), claim handling instructions, or similar document if applicable that contains claim handling instructions, a schedule of reports, and other details of Client’s



insurance program as mutually agreed upon by the parties. The document shall be maintained in CCMSI's iCEBAR software application.

2. CLEAR Legal Bill Review Services. CCMSI will provide the Client with CLEAR Legal Bill Review Services upon mutual agreement of the parties and in exchange for payment of the applicable CLEAR fees stated in Exhibit A. The CLEAR Legal Bill Review Services shall include:
 - (a) Audit of all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and generally accepted legal billing principles;
 - (b) Generation of an analysis report for each legal invoice reviewed. The report will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing; and
 - (c) Generation of periodic standard reports summarizing Client's overall savings results with metrics to analyze individual law firm performance.
3. comp mc™ Managed Care Services. CCMSI will provide the Client with comp mc™ managed care services upon mutual agreement of the parties and in exchange for payment of the applicable comp mc™ fees stated in Exhibit A. The comp mc™ Managed Care Services may include but not be limited to usual and customary medical bill re-pricing, state fee schedule medical bill re-pricing, preferred provider organization medical bill re-pricing, specialty medical and hospital bill negotiation, medical bill state reporting, pharmacy network services, field case management services, telephonic case management services, utilization review services, nurse triage services, and First Notice of Loss reporting services.
4. MMSEA/SCHIP Compliance Services. CCMSI, in conjunction with its reporting agent/MSP vendor, will comply with applicable MMSEA and Section 111 reporting requirements on behalf of the Client in exchange for payment of the applicable MMSEA/SCHIP fees stated in Exhibit A and conditioned upon Client's provision of an active Responsible Reporting Entity Number and written authority for CCMSI to report data on Client's behalf. The MMSEA/SCHIP Compliance Services shall include:
 - (a) Querying of all qualifying claims to CMS for determination of Medicare eligibility on a monthly basis;
 - (b) Collection of additional mandatory data regarding claims with verified Medicare eligibility; and
 - (c) Reporting of all claims meeting CMS reporting guidelines.

C. CLIENT RESPONSIBILITIES. Client agrees to:



1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.
2. Reasonably cooperate in the disposition of all claims.
3. Claim Funding.
 - a. Provide Funds in a timely manner to pay all claims and expenses. **If utilizing an escrow account**, provide Funds on a periodic basis as mutually agreed upon per the Quality Service Plan, claim handling instructions, or similar document if applicable. Funds shall include those required to pay all claims and expenses covered by insurance carriers or other parties. CCMSI will work with Client to obtain timely reimbursement of such covered payments from insurance carriers or other parties but will not advance any such amounts.
 - b. **If utilizing an escrow account**, provide Funds in an amount that maintains a Claim Deposit equal to one and a half (1.5) times the average total of claim and expense payments for the previous six (6) months, adjusted for funding frequency. The required Claim Deposit will be monitored and adjusted as necessary per this calculation. The Claim Deposit is and shall remain the property of the Client. CCMSI will return excess Funds to Client in a timely manner upon recalculation of Claim Deposit or termination of the Agreement.
 - c. **If utilizing an escrow account**, provide advance funding (“Prefunding”) to pay all claim and expense transactions in excess of a mutually agreed upon amount per the Quality Service Plan, claim handling instructions, or similar document if applicable.
 - d. **If utilizing an escrow account**, provide all manner of Funds and Prefunding via Automated Clearing House (ACH) Electronic Funds Transfer (ETF).
4. Respond to reasonable information requests in a timely manner.
5. Identify in writing all insurance carriers applicable to CCMSI’s claim handling responsibilities contemplated in this Agreement that CCMSI will have claim or data reporting requirements. In this regard, Client agrees to provide CCMSI with a complete copy of the current excess or other insurance policies, including applicable endorsements and audits, applicable to Clients insurance program and this Agreement. CCMSI assumes no responsibility of any kind for not reporting an otherwise reportable claim to any carrier that Client has failed to disclose to CCMSI and/or provide CCMSI with a copy of the applicable insurance policy and reporting instructions relative to that carrier.
6. When applicable, obtain and provide CCMSI with an active Registered Reporting Entity (RRE) number through the Centers of Medicare & Medicaid Services that CCMSI is explicitly authorized to use for mandatory MMSEA Section 111 reporting. When applicable, client agrees to maintain this RRE # by fulfilling CMS’s annual recertification process.



7. Pay any fees or costs charged by any carrier or prior Administrator of Client for the conversion of data associated with CCMSI handling run-off claims for Client, or for the general transfer of data to CCMSI's operating systems.
8. Promptly pay all fees to CCMSI as outlined in Exhibit A.

D. OPERATING EXPENSES. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with Client meeting its state security and licensing requirements;
2. Certified Public Accountants
3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
4. Outside consultants, actuarial services or studies and state audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
7. All applicable regulatory fees and taxes;
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. National Council on Compensation Insurance, NCCI, charges;
10. Excess and other insurance premiums;
11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any state or regulatory authority having jurisdiction over Client;
12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records and implicated privileges shall remain at all times the sole property of the Client if self-insured or the Client's respective Carrier if subject to a deductible insurance policy.

(b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information



which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's program.

2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so, requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, any governmental or regulatory authority having jurisdiction over CCMSI or the Client, or pursuant to court order.

F. NON-SOLICITATION OF EMPLOYEES. During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for one (1) year beginning on December 31, 2025 and terminating on December 30, 2026. Unless the Agreement is terminated as set forth in paragraph H. 2., it will automatically renew for successive one (1) year terms. At least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
 - (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;



(e) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

3. Services Following Termination of Agreement. In the event that CCMSI's services are being provided on a Life of Agreement basis and this Agreement is terminated or non-renewed for any reason, CCMSI will cease providing services and turn over to the Client all Records in CCMSI's possession, which shall include all open and closed files.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
- (b) Cooperate with any successor Administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and
- (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The electronic transfer of data will be subject to a flat fee of \$10,000.

I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit A.

J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation and arbitration as the sole remedy available to both parties. Any such mediation or arbitration will take place in the City of Chicago, Illinois and will be conducted in accordance with the then-current rules of the American Arbitration Association.

K. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

L. **INDEMNIFICATION.**

1. Indemnification by Client. The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees



incurred by CCMSI as a result of breach of this Agreement by the Client, explicit instruction by the Client, or alleged misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement. Agents as used herein include third party vendors selected by Client.

2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or alleged misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

M. CHANGE IN CIRCUMSTANCES. In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner. This includes the happening or development of a local, regional, national or global health situation, crisis, pandemic, or catastrophic event that would impact the volume and type of claims to be administered by CCMSI under this Agreement. In the event of any such occurrence, either party may contact the other in good faith and seek to amend the terms and / or service fees applicable to this Agreement.

N. SOFTWARE ACCESS. The Client may be provided with the right to use one or more CCMSI Applications in connection with the services provided by CCMSI in this Agreement. CCMSI Applications include iCE, MyReports, and Loss Control Resources. The right to use CCMSI Applications is non-exclusive, limited to the term of this Agreement per paragraph H.1., non-transferable and is solely for the internal business use of Client.

CCMSI owns and reserves all rights, title, and interest in and to the CCMSI Applications. Client has no right to receive a copy of the object code or source code to the CCMSI Applications. Client may not attempt to:

1. License, sell, lease or otherwise make the CCMSI Applications available to any other party. Client will not provide any access, passwords or other information regarding the CCMSI Applications to any third parties and/or competitors of CCMSI without the prior written consent of CCMSI;
2. Use the CCMSI Applications in any way that violates any law, regulation or mandate, or the term of this Agreement; or
3. Take any action that jeopardizes confidential or proprietary information held by CCMSI.

Client is responsible for any confidential or proprietary information accessed or downloaded by Client from the CCMSI Applications, including the implementation of appropriate information security controls surrounding such information.

Except as expressly provided in this Agreement, CCMSI Applications are provided "as-is". CCMSI disclaims all other warranties, express, implied, or statutory, including the implied warranties or merchantability, satisfactory quality, title, fitness for a particular purpose, non-infringement,



compatibility, security, quiet enjoyment, or accuracy. Without limiting the foregoing, CCMSI does not warrant that access to or use of the CCMSI Applications will be uninterrupted or error-free. CCMSI will provide support for the CCMSI Applications in the two most recent two versions of the Internet Explorer, Chrome, Firefox and Safari browsers.

O. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with state regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

Client: Michael Kaplan
Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090

CCMSI: Cannon Cochran Management Services, Inc.
2 E. Main St.
Danville, IL 61832
Attn: Chief Financial Officer



8. File Destruction Policy. CCMSI will maintain electronic claim file records or hard copy files (where applicable) on behalf of Client for as long as necessary to protect the applicable statute of limitations and in accordance with CCMSI's Client Record Retention Policy.
9. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000
Cyber Coverage - \$5,000,000

10. Escheatment. CCMSI is responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports on CCMSI escrow accounts.
11. Confidential Information. Confidential Information includes nonpublic information that is exchanged between the Client and CCMSI, including, without limitation, information relating to the business, financials, personnel, customer data and operating procedures. Confidential Information includes information whether in written, electronic, or oral form created and relating to services provided under the Agreement. All Confidential Information is proprietary. Client and CCMSI may use the other party's Confidential Information only for the purpose of this Agreement and will limit its disclosure to only those persons or entities reasonably necessary to perform under the Agreement.
12. Information Security. CCMSI is responsible for the protection of the confidentiality, availability, privacy and integrity of Client information in our custody. CCMSI has implemented an Information Security Policy that has been developed to comply with applicable federal and state laws or regulations and industry best practices. The Information Security Policy applies to all CCMSI personnel, including temporary employees, independent contractors and vendors with access to CCMSI systems.
13. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.



Executed this ____ day of _____, 20__.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: _____
John E. Kluth II

Its: Chief Financial Officer

VILLAGE OF WHEELING

By: _____

It's: _____



**EXHIBIT A
 FEE AND PAYMENT SCHEDULE**

Service Agreement Term: 12.31.25 – 12.30.26	
Services	Fees
Claims Administration	\$22,000
<p>CCMSI will manage all claims for the Life of Agreement for a fee as follows:</p> <p>Claims will be priced on a per claim basis as outlined below.</p> <p><u>Workers' Compensation:</u></p> <p>Indemnity claims @ \$1,150/per claim Medical only claims @ \$200/per claim Complex/Enhanced Medical Only Claim Surcharge @ \$365 / per claim Incident/record only @ \$40/per incident</p> <p><u>Auto/Liability</u></p> <p>Auto Liability Bodily Injury @ \$1,050 /per claim Auto Liability Property Damage @ \$530/per claim Auto Collision/Comprehensive @ \$480/per claim General Liability Bodily Injury @ \$1,050/per claim General Liability Property Damage @ \$530/per claim First-Party Property @ \$565/per claim Employment Practice Liability @ \$1,225/per claim Professional Law Enforcement Liability @ \$1,225/per claim Public Officials Liability @ \$1,225/per claim</p> <p><u>Annual Increases:</u></p> <p>There will be a 3% fee increase to Claim Administration Fees per year. This does not apply to the Complex/Enhanced medical only surcharge fee, Admin fee or other annual fees.</p> <p>Note: Any additional charges over the \$22,000 minimum claim fee will be billed quarterly thereafter.</p> <p><u>Workers' Compensation Claim Definitions</u></p> <ul style="list-style-type: none"> ▪ Indemnity Claims – Claims involving lost-time, questionable compensability, legal involvement/client attorney representation, subrogation, second injury fund, probable permanent impairment, jurisdictional issues, coverage issues and complex medical issues that are assigned or transferred to indemnity adjusters for claims handling. 	

<ul style="list-style-type: none"> ▪ Medical Only Claims – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of potential subrogation or second injury recovery, no evidence of problematic medical issues and no requirement or need for any formal statements (3-point or 2-point verbal contact is not required). ▪ Complex/Enhanced Medical Only – Medical only claims that have 6 or more paid medical transactions and total paid dollars greater than \$2,500. ▪ Report Only/Incident Only Claims – Reported claims which require only input into RMIS system and requires no claims management activity. 	
<p>Annual Administration Fee</p> <ul style="list-style-type: none"> • Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Annual claim reviews at client’s request • Issuance of 1099’s • Assistance in filing all required state forms including state mandated assessments. <ul style="list-style-type: none"> ○ If Client has directed CCMSI to utilize a third-party vendor selected by Client for the provision of services, then such assistance will be the responsibility of the third-party vendor. • Preparation for, compliance with and response to regulatory audits • Workers’ compensation claim packets/state forms • Account Management and Administration 	\$5,000
<p>Subrogation Fee</p>	20% of recovery with a cap of \$50,000 per claim.
comp mc™ Managed Care Service Fees	
<p>Fee Schedule, Usual & Customary Re-pricing</p>	\$10.00 per bill
<p>PPO Network Access</p>	33% of savings below state fee schedule
<p>Hospital/Specialty Review</p>	33% of savings below state fee schedule
<p>Pharmacy Benefit Program</p>	33% of savings

Ancillary Fees	
State Reporting / EDI Fees Current - \$15.00 per Initial Report, \$10.00 per Subsequent Report	Market Rate
Index Bureau Current - \$20.00 per Index	Market Rate
MMSEA/SCHIP Compliance Fee Current - \$25.00 per Claim.	Market Rate
Annual Internet Claim Access Fees <u>Internet claims system access which includes:</u> <ul style="list-style-type: none"> • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet • Ability to generate OSHA 301 Form First Report of Injury 	\$2,000 per year for up to 5 users.
Other Fees	
Custom Reporting CCMSI will provide special reports (reports not currently programmed or written) for a fee of \$150 per hour for system programming time. CCMSI will provide an estimate of charges before any work is done.	TBD
Data Feeds CCMSI will provide data feeds as requested by Client. CCMSI will provide an estimate of one-time and ongoing charges before any work is done.	TBD
Carrier Fees If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI.	TBD
Taxes CCMSI fees will be increased by any applicable Sales, Gross Receipts, or similar (excluding income) taxes imposed by Federal, State or Local bodies.	TBD
Billing Schedule The quarterly installments of \$7,250 will be due on the first day of January, April, July and October of 2026.	\$29,000



CONTRACT # 2026- 16

**AGREEMENT FOR SERVICES BETWEEN THE VILLAGE OF WHEELING
(WHEELING) AND
NUGENT CONSULTING GROUP LLC**

SCOPE

Nugent Consulting Group LLC will provide the following services to Wheeling:

- Management of the self-insurance plan
- Oversee brokers, insurers, claim administrators, loss control providers and actuaries
- Advise on settlement requests from the TPA
- Oversee insurance coverage service and renewal process, periodically issuing RFP for service and coverage as directed by Wheeling.
- Provide day to day risk management advice
- Assist in claims issues as they arise
- Special Projects

TERM

December 31, 2025 to December 31, 2026.

Either party can cancel the agreement by giving 60 days written notice.

FEE

The flat fee for the 2025/2026 contract year will be \$27,500 paid in four installments.

CONFLICT OF INTEREST

Nugent Consulting Group LLC will not receive any revenue other than the fee outlined above in performance of this agreement.

Nugent Consulting Group LLC	Village of Wheeling
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Date	Date
------	------

RESOLUTION 25-_____

RESOLUTION APPROVING PROPOSALS FOR LIABILITY INSURANCE COVERAGE FROM ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC. AND INSURANCE CONSULTING SERVICES FROM NUGENT CONSULTING, LLC

WHEREAS, the Village must annually renew its property and casualty insurance program; and

WHEREAS, the Village’s insurance broker, Arthur J. Gallagher Risk Management Services Inc., has provided staff with several proposals from various insurance companies for liability and property insurance; and

WHEREAS, after reviewing the proposals, Village staff and its insurance consultant, Nugent Consulting, LLC, believe it to be in the best interests of the Village to accept a proposal for property, liability, and workers’ compensation insurance as summarized in the attachment labeled *Safety National / Chubb - Self-Insurance Program Structure*; and

WHEREAS, Village staff recommends that the Village retain Nugent Consulting, LLC to provide risk management consulting services;

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 Director of Finance is authorized to accept proposals from Arthur J. Gallagher Risk Management Services Inc. for property and casualty insurance (as described in the attached staff memo) and from Nugent Consulting, LLC for insurance consulting services.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Resolution Approving a Three-Year Contract with Gravity in an Amount Not to Exceed \$90,489 for Budgeting Software and Implementation Services
DOLLAR AMOUNT: \$90,489
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The Village's current budget document was designed for the FY 2013 budget and uses a legacy budgeting cycle considered inefficient by today's standards. After researching current trends in budget preparation and budgeting software providers, staff recommends implementing budget software provided by Gravity.

MEMO

The Village transitioned to the BS&A Enterprise Resource Planning (ERP) system in 2023. As the budget report stands today, many reports are created outside of BS&A (e.g., in Microsoft Word, Excel, Canva, and/or PowerPoint). The tedious construction of the final budget report involves combining and correcting multiple documents and spreadsheets any time the budget changes. Additionally, BS&A has introduced unwanted changes that impacted the quality of the final budget report.

Several companies produce budget software, and some of these companies have BS&A clients. Budget software is designed to reduce time by automatically populating the budget book with data from the ERP system in real time. This would allow Village staff to make last-minute changes to the budget without the need to update multiple documents across different software. The budget software would update all documents simultaneously with the change in BS&A. The software can then produce both a traditional budget book and a searchable, dynamic online version of the budget, aimed at educating users with less municipal finance experience.

Staff initiated conversations with other communities to learn which budget software provider each is using and to gauge the level of satisfaction with the applications and customer support. Staff then asked for proposals from companies that similarly-sized communities viewed favorably, and scheduled demonstrations. Four companies—OpenGov, Euna, ClearGov, and Gravity—submitted proposals for budgeting software. The following is a summary of the startup (one-time) costs and annual recurring subscription costs for each product:

Description	ClearGov	Gravity	Euna	OpenGov
One-Time Startup Costs (e.g. Software, Training, & Data Conversion)	\$9,180	\$14,700	\$30,000	\$18,612
Recurring Annual Subscription Costs	\$63,554	\$75,789	\$145,015	\$98,529
Total Projected Three-Year Cost	\$72,734	\$90,489	\$175,015	\$117,141

Village staff has determined that Gravity's budget product best meets the needs of the Village and its stakeholders, a decision made based on its functionality, cost, and the company's reputation for providing excellent customer service as

described by Gravity's Illinois clients. Gravity modernizes and de-risks the core budget processes by replacing manual, error-prone, non-ADA-compliant tools with a secure, collaborative, purpose-built platform. It improves accuracy, reduces staff workload, meets 2026 ADA mandates, accelerates production timelines, and elevates the quality of our public financial reporting, without needing to add staff or further strain IT resources. Ultimately, Gravity was the only company to produce a line-item budget superior to the Village's existing one. An example is attached to this resolution.

Gravity's budgeting software also includes a Capital Improvement Planning solution specifically designed for local governments that produce the traditional CIP document, as well as a searchable, dynamic online version aimed at educating residents. This software streamlines requests, facilitates a multi-year scenario-optimization process, and automatically generates website pages for each capital improvement project. The solution would enable Public Works to establish a digitized approval process among Public Works, Finance, and the Village Manager.

In addition to the benefits already described above, the software program will allow for the following:

- Key content of the budget is generated automatically, creating a customizable framework that enhances data comprehension for users.
- Digitization and an electronic review process for the following budget documents: salary and benefit spreadsheets, numerous revenue and expenditure reports required by GFOA, department strategic goals and accomplishments, and the "pink sheet" department special request form.
- Meets and exceeds the criteria for the GFOA Distinguished Budget Presentation Award with an interactive checklist to follow.
- Allows the Finance Director to develop multiple five-year budget scenarios using up-to-date numbers and allows Public Works to create multiple five-year CIP scenarios.

Recommendation:

For the reasons noted, the Finance Department recommends that the Village enter into a contract with Gravity for Budget Book Automation and CIP Report Software, and for implementation services. The first-year not-to-exceed cost of \$38,979 includes \$14,700 for one-time startup costs and \$24,279 for annual subscription costs. The subscription costs go up by 4.00% in years two and three. Staff believes that the Gravity solution will best meet the organization's needs, given the software's functionality, the company's reputation for excellent customer service, and the experiences of similar-sized communities.

Budget:

The funds necessary to pay the one-time startup cost and the initial year's annual subscription cost of the Gravity budgeting and CIP systems are available in the Village's General Fund, as the Finance Department reduced its annual contribution to the Capital Equipment Replacement Fund (CERF) for future ERP software by \$45,000 in anticipation of the Village Board's approval at the November 1st budget workshop. If purchased, fiscal year 2027 would be the first year the company would produce a new budget document for the Village.

GRAVITY EXECUTIVE BRIEFING



Village of Wheeling, IL
Brian Smith
Director of Finance

Gravity
Megan Gonyo
Account Executive
mgonyo@onegravity.com
(608) 345-5956

September 2025

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Company Profile



Company Profile, Experience and Qualifications

Founded in 2013, Gravity (IGM Technology) was established by a team of financial accounting software experts committed to delivering innovative, user-friendly, and cost-effective solutions for public sector financial management. Headquartered in North America, Gravity has grown into a trusted partner for government entities, leveraging more than 20 years of leadership experience in developing and implementing financial software.

Gravity, is a modern, cloud-based financial management platform purpose-built for the public sector. Gravity has been successfully implemented in over **250 municipalities across North America**, supporting the management and reporting of **over \$318 billion** in taxpayer funds. With a team of over **150 professionals**, Gravity continues to drive innovation in financial reporting and budget management technology.

Gravity is designed to streamline compliance, automate reporting, and deliver real-time financial insights. It reduces reporting time by **up to 85%**, improves accuracy, and enhances transparency through ADA-compliant, high-quality publishing tools. Gravity is also GASB 34 compliant and aligned with GFOA standards, making it an ideal solution for preparing ACFRs, budget books, and other essential financial documents.

Our clients choose Gravity because of the following unique features:

- **High-quality reports** — Gravity is the only reporting solution to produce desktop publishing quality output; the highest level of formatting available today. With Gravity, report formatting is fast, easy, and can be applied automatically. Reports can be published as print-ready output, PDF output for electronic distribution, and eBooks for website publishing.
- **Advanced Data Model** — Gravity is powered by the most advanced data model Multi- Dimensional Financial Management (MDFM) tool in the market that was specifically designed to be compliant with GASB 34 requirements. The MDFM contains a pre-built set of financial rules that enables the users to maintain their report links-free. MDFM has been specifically designed in compliance with the governmental accounting and GFOA requirements, making it easy to produce ACFR reports. The data flows to the MDFM from budget templates, the ERP system and other financial and operational systems and updates made will be automatically distributed throughout the Gravity system.
- **Multi-relational Rounding** — Gravity has multi-relational rounding capabilities that automate the rounding of each statement as well as rounding the notes that agree with the statement (vertical and horizontal rounding). When the user loads a new trial balance or new GL data, or posts an adjustment, the rounding engine is triggered and the rounding is recalculated automatically across the financial module. Gravity also enables flexibility in the rounding by setting up a flexible set of dynamic rules for the rounding.
- **Tight security** — Gravity's security model ensures only authorized users can view and/ or edit the appropriate data. Gravity provides a three-tiered security model, including application-level security, report-level security, and data-level

security. Security settings can be applied by user and/or by role. Gravity provides the highest level of security to ensure that your data and reports are fully protected.

- **Real-time collaboration** — Gravity provides true, real-time collaboration, where any number of users can edit the same section of the same report at the same time. Our cloud-based solution allows multiple users to collaborate between home, the office, or wherever the users are located, and changes are seen by all authorized users in real-time. This user-friendly interface allows clients to maximize their use of Gravity with their own formulas and analyses.
- **Data automation** — With Gravity, it's easy to load data from your ERP, G/L Budgeting System, or any other source into the Gravity data model. Gravity will automatically validate the data files to ensure data integrity. Data files can be loaded as frequently as you like, and each time the data is loaded the entire report is automatically updated. With Gravity's automation capabilities, our clients see a time savings of 60% to 70% compared to their previously manual processes.
- **GFOA Standards** — Gravity helps our clients achieve the GFOA reporting excellence awards with GFOA checklists and GFOA experts to help get you there. Dozens of Gravity users achieved their first GFOA award using Gravity's reporting module.

Gravity's continued investment in client success, compliance standards, and cutting-edge technology has positioned Gravity as one of the most advanced financial management solutions available to public sector organizations today.

SOLUTION OFFERINGS

Financial Disclosure Reporting



ACFR



PAFR



Budget & CIP
Books



Specialty Financial
Reports



Quarterly/
Monthly

Lease/Debt & Accounting



Lease Management
GASB 87



SBITA Management
GASB 96



Debt Management
GASB 88

Budgeting & Planning



Budget
Reporting



Operational
Budgeting



Personnel
Planning



Capital Improvement
Planning



Transparency/
Digital Book

Reporting Automation



Reporting Automation

Gravity's dynamic and flexible reporting engine is capable of producing a variety of reports, that include the ACFR, PAFR, Budget Book, financial statements, monthly reports, single audit and other.

Gravity provides a full-featured, industry leading reporting platform to produce the Budget Book and ACFR- which is fully integrated with the entire budgeting process. Gravity's Budget Book and ACFR modules automatically update tables, graphs and narratives. This is custom designed to suit the County's layout, format and media specifications.

Gravity provides the best quality report output on the market by utilizing our leading edge embedded desktop publishing tool. Gravity is the only reporting solution to produce desktop publishing quality output; the highest level of formatting available today. With Gravity, report formatting is fast, easy, and can be applied automatically. Reports can be published as print- ready output, PDF output for electronic distribution, and eBooks for website publishing.

The reporting features of Gravity include a highly designed report output that includes several features that make the reporting easier process:

1. Automatic pages styling
2. Pages numbering
3. Table of contents is linked and designed
4. Advanced automatic rounding

Gravity provides many advanced formatting features within the application. Some of the advanced formatting features available within the application include the following:

- The ability to dynamically flip between portrait and landscape within the same report
- Odd/even page numbering (where the page number alternates between bottom left and bottom right of the pages)
- Dot leaders (commonly used in table of contents to visually link the section description to the page number)
- Side-by-side presentation of pages (for very wide tables)
- Automatic index at the end of the report
- Advanced charting objects
- Ability to merge existing PDF documents into the final report,
- Highly formatted title pages, headers, footers, section breaks

Gravity's advanced report publishing engine makes it easy to produce highly formatted report output. Users are able to work with spreadsheets and text editors as their primary interface into the application. This familiar interface makes it easy for users to configure reports and apply styles. Gravity's report publishing engine then takes the content and the style definitions and produces extremely high-quality report output using our embedded desktop publishing engine.

Gravity helps to produce ADA-compliant reports meeting the standards for the American Disability Act for the PDF output and digital reports.

With Gravity, report formatting is fast, easy, and can be applied automatically. Reports can be published as print-ready output, PDF output for electronic distribution, and eBooks for website publishing.

ACFR and PAFR Automation

With Gravity, public sector organizations can improve the efficiency and enhance controls in the preparation of the Annual Comprehensive Financial Report and Popular Annual Financial Report. Multiple users can collaborate in the assembly of the report, while Gravity's desktop publishing engine ensures highly professional report output.

Gravity has the capability to produce and automatically consolidate all components of the AACFR and/or PAFR. This module similarly allows you to load data from your financial system directly into Gravity and will automate all elements in your ACFR/PAFR, updating the information automatically. This includes: financial statements, notes, charts and graphs and even the numeric values buried in paragraphs of text. Multiple users can collaborate in the assembly of the report, while Gravity's desktop publishing engine ensures highly professional report output. All data within Gravity will be directly linked with the data in the "Eclipse". Data is linked throughout the reports and the system. If an update to the budget is made all data will be linked to each spreadsheet object in each report and will update automatically. Data points within paragraphs of text and data on charts will also be updated automatically.

Please find some additional features that will help Gravity meet your needs:

Data Linking

In Gravity data is linked throughout the reports and the system. If an update to the budget is made all data will be linked to each spreadsheet object in each report and will update automatically. Data points within paragraphs of text and data on charts will also be updated automatically. Gravity's roll-forward capability enables users to retain all data from previous years' templates.

The roll forward process takes current year's data and shifts all the numbers one year forward. Gravity's enhanced set of validations and validation dashboards show the discrepancies between the uploaded data and the data in last year's financial statements. One of the first stages of the project will be replicating last year's reports and then rolling them forward. Gravity's multi-dimensional financial module can provide automatic calculations and allow for calculations, such as the percentage increases, using a dedicated calculation engine.

Audit Trail

Gravity provides a full audit trail to every change made in the data. The audit trail includes who made the change, what was changed, and when the change occurred. Users can access the audit trail at any time to review all changes made, reverting to a previous version if necessary. Gravity also provides a clear audit trail of all changes made to its data model. As new data files are loaded into Gravity, prior versions are retained to provide a clear history of all data loaded into the application.

Validation

Gravity provides a set of relationship validations across the process; whether the user is working or importing the trial balance, creating adjustments, or generating the ACFR. The validation engine checks the validation relationship and notifies the user that numbers are not balanced. Furthermore, journal entries and the trial balance are saved during the work, but cannot be posted in the financial module (the report) until they are validated.

Rounding

Gravity has multi-relational rounding capabilities that automate the rounding of each statement as well as rounding the notes that agree with the statement (vertical and horizontal rounding). When the user loads a new trial balance or new GL data, or posts an adjustment, the rounding engine is triggered and the rounding is recalculated automatically across the financial module. Gravity also enables flexibility in the rounding by setting up a flexible set of dynamic rules for the rounding.

User Access

Gravity's security model ensures only authorized users can view and/or edit the appropriate data. Gravity provides a three-tiered security model, including application level security, report level security, and data level security. Security settings can be applied by user and/or by role. Gravity provides the highest level of security to ensure that your data and reports are fully protected. The users permissions and controls management consists of several layers:

1. System permissions: Managing users' permissions to perform certain actions on the system level.
2. Report permissions: Managing users' ability to access and perform actions on the report level. That enables managing different permissions for ACFR and Budget Document.
3. Workflow permissions: Each document in Gravity is subject to a workflow.

Different documents can have different workflows. Each workflow stage can have 3 types of permissions for each user (or a group of users): edit, comment and view

Please see the following examples of ACFR's produced using Gravity.

Summary of Operating Funds - Budget Basis
For the Fiscal Year Ended June 30, 2021
(in thousands)

Exhibit H-1

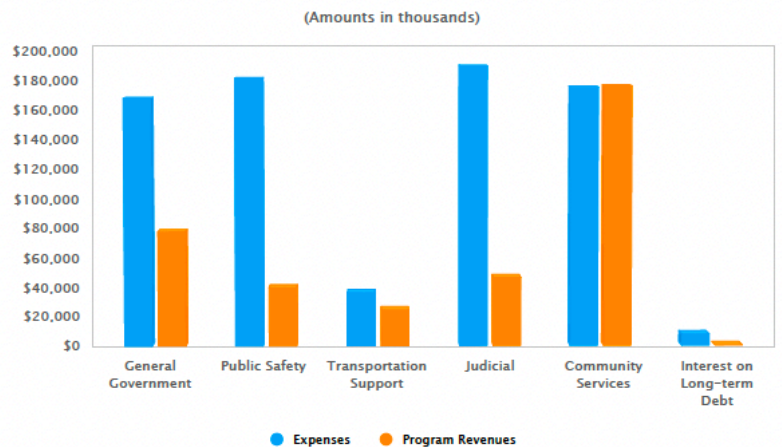
	Resources					
	Fund Balances		Recoveries	Fund Transfers		Total
	July 1	Revenues		From	To	
General Purpose Funds						
General Fund	\$ 169,119	\$ 484,936	\$ 2,458	\$ 1,048,210	\$ (50,571)	\$ 1,654,152
Excise Tax	-	1,555,419	-	-	(1,555,419)	-
Total General Purpose Funds	169,119	2,040,355	2,458	1,048,210	(1,605,990)	1,654,152
Federal Funds						
Transit - Federal Grants	-	141,732	115	-	-	141,847
Grants	-	-	-	-	-	-
Human Services	-	72,108	130	-	-	72,238
Community Development	1,073	17,303	272	-	-	18,648
Federal Operating Trust	-	151,511	5,611	10,225	-	167,347
Public Housing Neighborhood Transformation	1,787	3,241	44	-	-	5,072
Total Federal Funds	2,860	385,895	6,172	10,225	-	405,152
Other Special Revenue and Debt Service Funds						
Highway User Revenue	44,484	147,054	900	-	(3,800)	188,638
Transit 2000	-	(3)	-	3	-	-
Transportation Tax 2050	161,597	14,121	1,376	279,348	(3,695)	452,747
Transit - Other Agency	(5,480)	20,685	32	-	-	15,237
Municipal Court Awards	(1,058)	1,982	48	-	-	972
Parks and Preserves	66,092	2,060	(205)	47,263	(182)	115,028
Development Services	58,722	70,968	175	-	(4,440)	125,425
Community Reinvestment	15,173	7,011	119	-	(2,064)	20,239
Public Housing	25,249	108,092	489	-	(241)	133,589
Sports Facilities	60,780	4,174	129	15,018	(14,647)	65,454
Capital Construction	20,705	202	611	7,060	-	28,578
Other Restricted	101,692	35,222	392	27,310	(16,292)	148,324
Neighborhood Protection	22,535	3,414	6	40,940	(743)	66,152
Public Safety Enhancement	21,566	2,427	2	24,474	(416)	48,053
Public Safety Expansion	32,869	8,033	-	-	-	40,902
Golf Courses	2,036	9,192	-	-	-	11,228
Secondary Property Tax Debt Service	100	119,697	-	-	-	120,000
City Improvement	-	1	-	-	-	1
Regional Wireless Cooperative	1,798	5,290	-	-	-	7,088
Total Other Funds	628,860	559,622				1,188,482
Enterprise Funds						
Aviation	381,755	304,431	-	-	-	686,186
Phoenix Convention Center	56,548	3,592	-	-	-	60,140
Water System	115,791	482,771	-	-	-	598,562
Water System - Val Vista	(2,367)	25,115	-	-	-	22,748
Wastewater	124,611	225,659	-	-	-	350,270
Wastewater - SROG	5,591	52,228	-	-	-	57,819
Solid Waste	24,927	186,310	-	-	-	211,237
Total Enterprise Funds	706,856	1,280,106				1,986,962
Total Operating Funds	\$ 1,507,695	\$ 4,265,978				\$ 5,777,666
Other Transfers - Non-budgeted Funds						

(1) Includes operating capital outlay and utility repayment agreements.

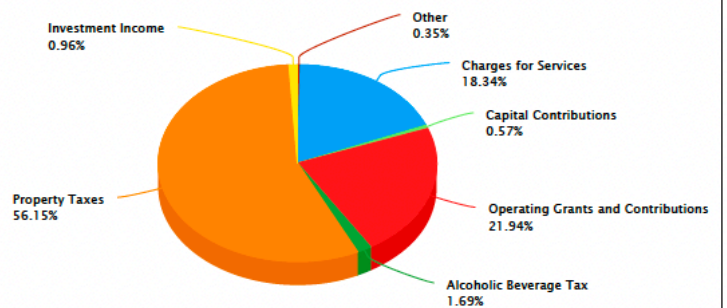
FINANCIAL SECTION

TARRANT COUNTY, TEXAS

Expenses and Program Revenues – Governmental Activities

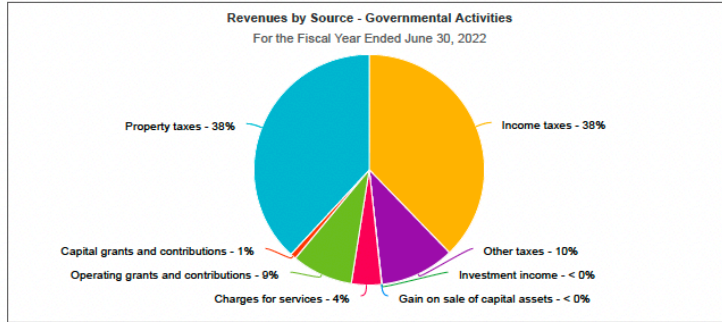


Revenues by Source – Governmental Activities



Governmental Activities

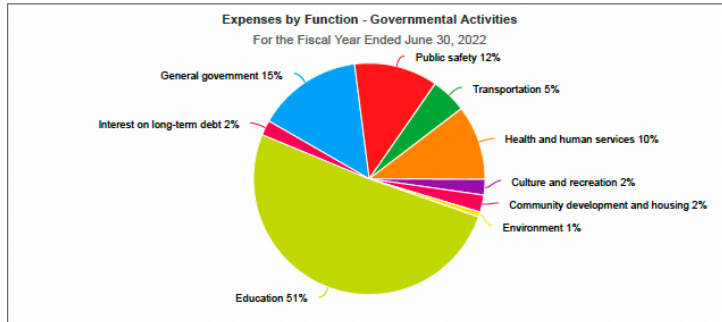
Revenues for the County's governmental activities were \$5,040.1 million for FY22. Sources of revenue are comprised of the following items:



- Taxes constitute the largest source of County revenues, amounting to \$4,350.9 million for FY22.
- Property and local income taxes combined comprise 87.9 percent of all County tax revenues. Each County in Maryland sets its income tax rate within parameters established by the State. The local income tax rate was 3.2 percent of the State taxable income for calendar years 2022 and 2021. There is no local sales tax in the State of Maryland.
- Operating grants and contributions represent primarily grants from the Federal and State governments and State aid programs. The majority of such revenues are received to fund the following County programs: health and human services (\$218.9 million or 50.6 percent), transportation (\$108.7 million or 25.2 percent) and public safety (\$46.0 million or 10.6 percent).

A more detailed discussion of the County's revenue results for FY22 as compared to what was budgeted can be found in the General Fund Budgetary Highlights section of this MD&A.

The cost of all governmental activities for FY22 was \$4,275.5 million. As the chart on the next page indicates, education constitutes the County's largest program and highest priority, education expenses totaled \$2,175.6 million. General government services totaled \$626.1 million, public safety expenses totaled \$499.2 million, and health and human services, the fourth largest expense for the County, totaled \$445.5 million.

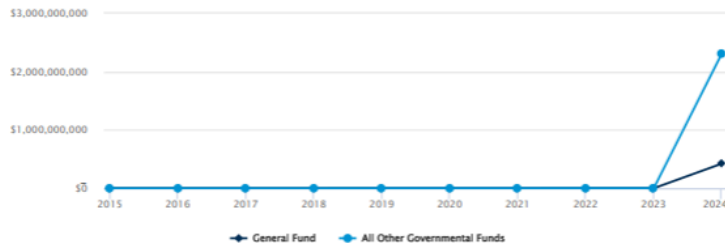


Fund Balances of Governmental Funds

Last 10 Fiscal Years (dollars in thousands - modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund										
Nonspendable	\$ 2,890	\$ 7,215	\$ 2,979	\$ 4,709	\$ 11,651	\$ 14,254	\$ 14,231	\$ 21,489	\$ 23,193	\$ 23,193
Restricted	65,713	68,114	71,295	75,838	85,127	71,056	81,161	103,867	76,701	74,680
Committed	32,121	50,964	55,661	74,024	74,677	41,555	76,472	71,964	74,680	74,680
Assigned	-	-	-	-	-	-	-	-	-	-
Unassigned	293,476	271,130	264,124	230,209	198,626	163,016	268,573	294,242	247,573	247,573
Total General Fund	\$ 394,200	\$ 397,423	\$ 394,059	\$ 384,780	\$ 370,081	\$ 289,881	\$ 440,437	\$ 491,562	\$ 422,147	\$ 422,147
All other governmental funds										
Nonspendable	\$ 8,218	\$ 9,395	\$ 20,479	\$ 16,580	\$ 4,686	\$ 3,686	\$ 6,507	\$ 6,608	\$ 8,031	\$ 8,031
Restricted	528,071	833,997	743,187	1,387,996	1,636,150	1,694,495	1,991,173	2,175,667	2,205,906	2,205,906
Committed	2,262	24,041	20,624	29,940	4,203	24,712	18,465	113,691	107,909	107,909
Assigned	30,040	559	1,062	1,047	1,057	1,038	1,538	1,826	2,339	2,339
Unassigned (Deficit)	(372)	-	-	-	-	(40,109)	(12,348)	(9,053)	(12,295)	(12,295)
Total all other governmental funds	\$ 568,219	\$ 867,992	\$ 785,352	\$ 1,435,563	\$ 1,646,096	\$ 1,683,823	\$ 2,005,335	\$ 2,288,739	\$ 2,311,890	\$ 2,311,890

Fund Balances of Governmental Funds



Budget Book and Ad-Hoc Reporting

Budget Book Automation: Gravity is the ideal platform to automate the production of the Budget Book. Load your budget data into Gravity and let Gravity automatically update all of the statements, charts, graphs and commentary. Gravity can connect with any of the leading budgeting systems on the market today. Or, use Gravity’s native Budgeting capabilities to create the budget in our cloud-based platform and automatically flow the data into the Budget Book. In all scenarios, Gravity improves the efficiency and enhances the controls around the creation of the Budget Book.

Ad-Hoc Report Automation - With Gravity there are no limits to the amount of report that can be automated with Gravity. Each report that could benefit from automated reporting & publishing can be quoted for the one-time implementation fee associated with the Gravity services team mapping the reporting structure. Please find the following examples of reports that can be automated with Gravity.

- Budget in Brief
- Monthly Reports
- Investor Reports
- Presentations

We encourage our clients to grow within the Gravity platform and offers competitive pricing as additional modules are added.

Please see the following examples of Budget Books produced using Gravity.

200 Capital Improvement Projects Program

City of San Marcos



Civic Center & SMETC Complex Improvements

Project Code	Project Type	Project Category	Target Completion	Responsible Dept.
FC009	Facilities	Maintenance	Spring 2023	Real Property Services
Initial Funding Year	Project Phase	Total Project Cost	RTIP Project Code	
FY 2020-21	Feasibility	\$845,965	N/A	

Project Description:

This project will replace and repair several elements reaching the end of their useful life at the Civic Center and SMTEC Complex. Improvements will include building and site improvements needed for optimal operating conditions.

Budget & Expense Summary:

Prior Approved Budget:	\$ 845,965
Budget Appropriation Increase/(Decrease):	\$ -
FY22-23 Budget:	\$ 845,965
Expended/Encumbered as of June 30, 2022	\$ 638,410
Available Budget as of June 30, 2022	\$ 207,555

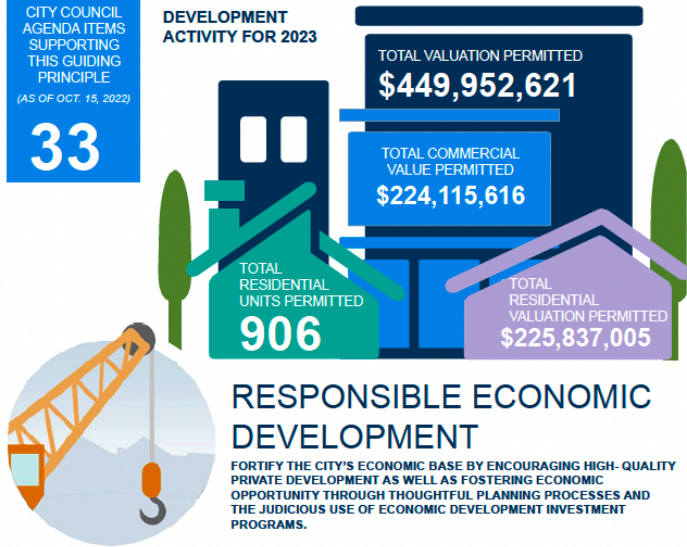


Funding Source Summary	Prior Budget Appropriation	FY 2022-23 Budget Appropriation	FY 2023-24 Planned	FY 2024-25 Planned	FY 2025-26 Planned	FY 2026-27 Planned	Total
Facilities Replacement/Rehab	\$ 845,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 845,965
Totals	\$ 845,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 845,965
Future Years							\$ -
Total Project Cost							\$ 845,965

CITY COUNCIL AGENDA ITEMS SUPPORTING THIS GUIDING PRINCIPLE (AS OF OCT. 15, 2022)

33

DEVELOPMENT ACTIVITY FOR 2023



FINANCIAL OVERVIEW

RESPONSIBLE ECONOMIC DEVELOPMENT

FORTIFY THE CITY'S ECONOMIC BASE BY ENCOURAGING HIGH-QUALITY PRIVATE DEVELOPMENT AS WELL AS FOSTERING ECONOMIC OPPORTUNITY THROUGH THOUGHTFUL PLANNING PROCESSES AND THE JUDICIOUS USE OF ECONOMIC DEVELOPMENT INVESTMENT PROGRAMS.

THE LEGAL DEPARTMENT DRAFTED ECONOMIC DEVELOPMENT AGREEMENTS TO CONSTRUCT MORE THAN 2,161,000 SQUARE FEET OF NEW DEVELOPMENT IN 2023.

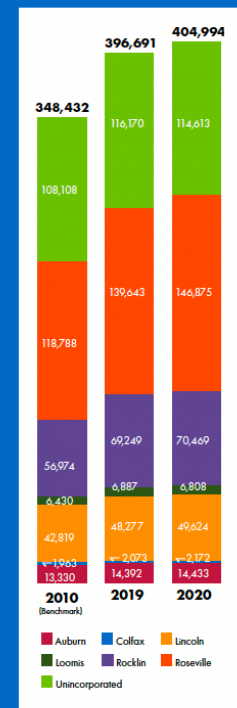


City of Springfield, Illinois - Adopted Budget 2022

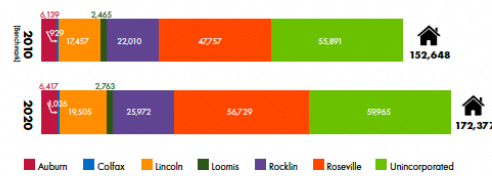


PLACER COUNTY POPULATION ³

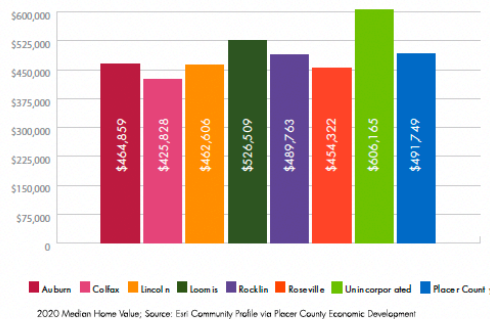
Placer County is considered a rural/suburban county with the state's 22nd highest population among California's 58 counties. ⁴



NUMBER OF HOUSING UNITS



MEDIAN HOME VALUE



3. Data Source: As of January 1, 2021
<http://www.placer.ca.gov/forecasting/Demographics/Estimates/51/>

Note: All figures based on January of the corresponding year. DOF Disclaimer: "Parts may not add due to independent rounding."

4. Data Source: California Department of Finance, 8.5 Estimates.

Open Data Transparency

Gravity's Open Data platform provides an intuitive interface for stakeholders to interrogate your organizations data – to provide full transparency to your constituents. Users of the Open Data platform can simply double click on a chart to drill-in to get more information. Our team can easily tailor the Open Data platform to incorporate the appropriate data sets and the ideal user interface – to satisfy each organization's specific requirements. Gravity's Open Data platform provides an easy-to-use, cloud-based interface for your constituents – delivering complete visibility and transparency.

Gravity's data visualization software helps build transparency and trust by communicating data in an easy to understand, visual format and is fully integrated within the Gravity platform. The software presents data via descriptive text, informational popups, charts, and graphs. The built- in searching, filtering, and sorting features make it easy to quickly find the information that you are looking for. Gravity's Open Data's comprehensive solution helps agencies of all sizes drive accountability, make data more useful, engage the public, and promote strategic objectives. Users can drill down to the line items details, on demand.

Gravity's Open Data solution is completely customizable to allow for the City's branding, logo's and color schemes. Please see an example of an Open Data website that Gravity has created:

Boynton Beach, FL - <https://boyntonbeach.opendata.report/>

Budgeting Planning



Budgeting Planning

Gravity's cloud-based data collection templates provided with the **Gravity - Budgeting module** make it easy for multiple users across the organization to participate in the budgeting process. Gravity provides a spreadsheet interface, over-the-web, to make it easy to enter data and have this data rollup according to your specific hierarchical structures.

Gravity also makes it easy to migrate from an MS-Excel based process to the cloud. Your existing MS-Excel spreadsheets can be automatically converted into cloud-based data entry templates, while retaining the same look & feel. These features reduce training costs and enhance user adoption. Gravity streamlines the budgeting process with appropriate controls and procedures.

Gravity - Budgeting Planning makes it easy to collect budget requests from departments and component units, plan the next annual/biennial budgets from future capital expenditures, conduct what-if modeling of future revenues and expenses according to a wide variety of scenarios and visualize budgets using a set of intuitive dashboards.

Using the three main Budgeting Planning Data Collection Templates the user is able to collect budget requests from departments & agencies. As information collected is approved, relevant data will be distributed across all relevant sections of the proposed and adopted budget reports. Department users can also access Gravity to create and maintain budget narratives.

Operating Budget – Gravity provides easy-to-use Operating Budget data entry templates that support a variety of budgeting methodologies: incremental, program, performance, zero-based and/or priority based budgeting. Budget submissions can be supported with performance measures, advanced analytics, supporting documents, and insights to improve decision-making.

Gravity's integrated data collection and analysis platform presents prior years' data and simplifies collecting the following year's annual budget information. It allows users the ability to collaborate seamlessly with any number of budget contributors across the organization, customize templates to your specific requirements and design the column structure for data entry and reporting (actuals, budgets, estimates, etc). Users of Gravity are able to itemize the budget starting at the departmental requests stage, manage layouts to sort, group order and filter the template, attach supporting documents to each budget request and set workflows and budget stages according to your specific approval processes. Gravity sets validation rules to minimize data entry errors and tracks all changes with a full audit trail of all user activity.

Personnel Budget – Each employee's compensation is calculated in detail to the applicable cost-element, position, labor group, department, etc. Multi-year scenarios can be created, and easily ported to line-items in your Operating Budget.

Gravity personnel budgeting module enables users to integrate HR and salary applications data with vacant position information from the budgeting module in

one platform. Users are able to calculate base salary automatically according to step tables, cost of living adjustments and any number of additional parameters. Automate the calculation of premiums and benefits using an intuitive management panel, allocate each position to the relevant fund, program, project or account, project future personnel expenses by managing different scenarios and introduce rule-based calculations to fit your organization's requirements

Capital Budget – Gravity project templates empower you to easily create, update and maintain your multi-year capital improvement plan. The first year(s) capital budget is automatically integrated with the overall budget summary, along with each project's related impact on operating revenues and expenses.

Gravity's capital projects budgeting templates are tailored to your project process and structure allowing you to collect project status updates and projects requests from departments and component units, link projects to the General Plan's goals and policies and prioritize capital expenses with an intuitive ranking methodology. Users can allocate funding sources to each project, share capital projects data with decision makers using a set of detailed dashboards and manage any meta-data related to the project.

With Gravity, finance teams have complete control over the budgeting and reporting process. The Budget Manager controls the design of the data entry templates, when the templates are made available to the department managers for data entry, and when the process is locked down. Gravity ensures that data is entered consistently and with data validation controls, to ensure accurate and relevant data goes into the system. Gravity Workflow ensures that users follow a structured process in the data submission, review and approval process. Furthermore, Gravity's dashboards always provide the budget manager with clear visibility and control over the status of the budgeting and reporting process.

Gravity Business Intelligence

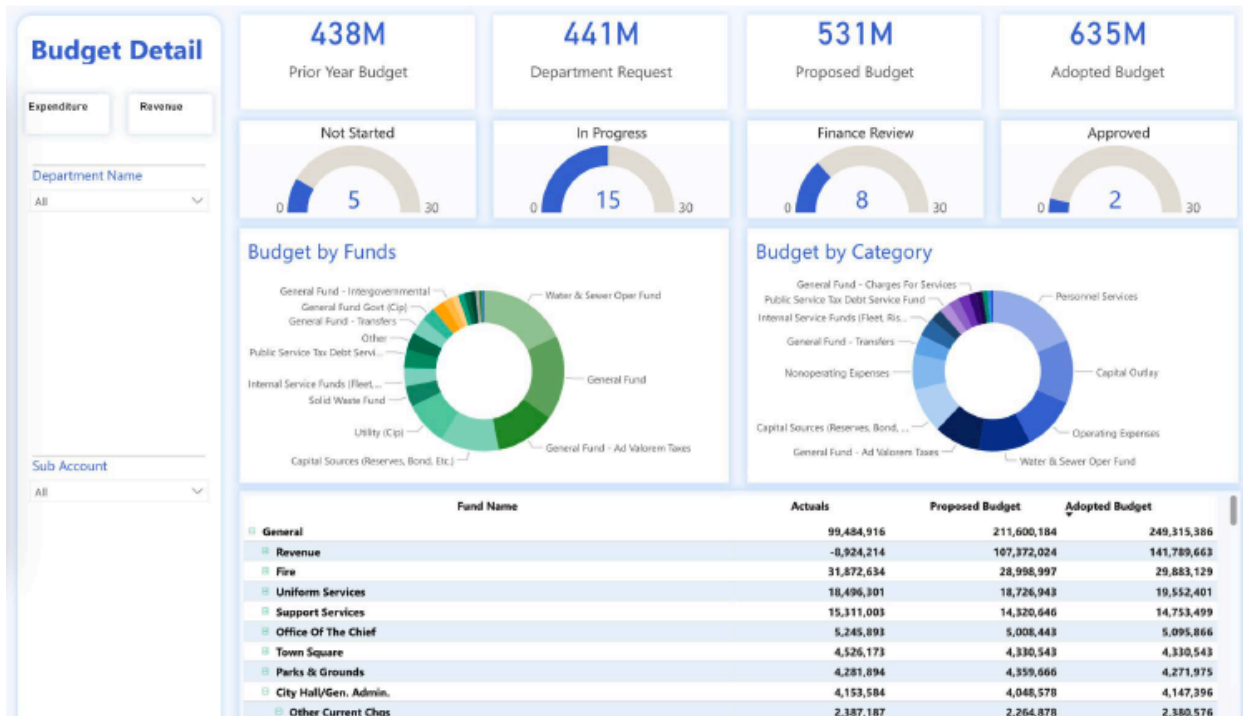
Gravity contains an advanced Business Intelligence (BI) system that enables users to present data internally using a set of dynamic dashboards. The dashboard provides up-to-date and complete visibility into the budgeting and reporting process, at all times. It allows users to drill into budget details for better visualization across the budgeting process. Enabling users to track budgets to actuals, establish data validation, and run what-if scenarios for forecasting.

Our advanced BI system enables users to make the most informed decisions and transforms budget data into an easy to read, quick to digest display which outlines all the key points within a single screen and can be customized to gain valuable insight into data and processes that warrant better tracking and easier distribution of information.

The following are some of the unique features of Gravity's dashboard that will enable the University to accomplish its full goals within the scope of this project:

- **Big Picture View:** The dashboard allows the team to easily see the whole picture, integrating all the budget data in one, easy to understand format.

- **Exportability:** Each view is easily exportable to be used for internal, public or council presentations.
- **Performance Monitoring:** Evaluate historical trends, current progress, and future projections for effective performance tracking.
- **Customization:** Users enjoy the flexibility of creating personalized views, drilling into specific department and fund details. Access is created with user permissions in mind, ensuring that only authorized individuals can access the appropriate information.
- **Real-time Connectivity:** All information within the dashboard is linked directly to the Gravity database to ensure consistent, up to date information with real-time updates.
- **Advanced Filters:** The dashboard includes the most advanced filters, enabling users to focus on only the information that they want to see. Filters can be chosen, updated, and saved for future use effortlessly.
- **AI-Driven Insights:** Provides up-to-date, proactive insights, recommendations, and suggestions utilizing cutting-edge AI technology.
- **Slice and Dice:** Users are able to explore data dynamically, examining it from different angles and levels of granularity. Users can tailor their views to find specific answers or uncover patterns and trends within the data.
- **Scenario Planning:** Run several scenarios for each year and create projection scenarios for multiple years on the same detail level as the budget.
- **What-If Analysis:** Easily modify assumptions and inputs to explore unlimited hypothetical scenarios and analyze the potential impacts on budgets and outcomes.
- **Forecasting:** Utilize prior year data to create customizable budget forecasts while employing powerful AI technology to analyze data patterns and provide intelligent insights, improving the overall forecasting process.



Lease and Debt Management



Lease and Debt Management

Gravity's lease and debt accounting modules were developed to address the reporting requirements of GASB 87, 88 and 96 and have been successfully implemented in many government-sector organizations.

Gravity Lease Management is a user-friendly solution that enables its users to successfully conduct the following tasks:

- Customize workflows.
- Generate disclosures according to the new accounting rules.
- Access large sets of built-in reports and create customized ad-hoc reports.
- Send alerts to users regarding critical dates.
- Track and report on non-lease expenses.
- Easily upload and download data in multiple formats.
- Generate amortization schedules and journal entries for easy upload to an ERP system.
- Upload an unlimited number of attachments in any format, linked to contract data.

Gravity's unique proposition includes the following features:

1. Gravity is the only company in the market to offer a one-stop solution for integrating the lease accounting disclosure, based on GASB 87 and 96 requirements, directly into the ACFR report, on a single platform. Our customers that decide to use Gravity for both lease accounting and financial reporting enjoy this single platform solution.
2. Gravity provides its lease accounting solution using Google Sheets as the user interface, which provides many similarities with Microsoft Excel, so the transition from Excel to Gravity's lease accounting module can be done easily.
3. Gravity is 100% customizable based on your specific needs. Gravity's built-in lease templates for lessee and lessor contracts are flexible and enable the customer to add or remove fields easily during the implementation process.
4. Gravity supports an unlimited number of attachments of any size that can be linked to the contract data.
5. Gravity provides automatic sorting between leases that should be reported under GASB 87 guidelines and leases that are expanded, such as immaterial or short-term leases.
6. Gravity provides an out-of-the-box GASB 87 and 96 compliant set of journal entries that can be uploaded easily to the ERP system.
7. Gravity provides an out-of-the-box GASB 87 and 96 compliant set of formatted disclosure notes that can be incorporated easily to the ACFR report.

Gravity's Debt Management Module provides a comprehensive and user-friendly solution that supports the full life-cycle of debt management. Gravity Debt management helps with collecting and organizing debt issuances including: bonds, short-term and long-term debt and debt payment schedules for better visualization and controls over the debt process. Gravity also can establish robust business intelligence dashboards for scenario building on the impact of debt across a large set of visualization tools. Gravity is a great solution to store all debt information, establish workflows and alerts, create payment schedules, journal entries and disclosure notes that can be incorporated into your financial statement or ACFR.

Security



Security

Gravity sees the data security and stability of its IT assets as one of the key elements for the company's success and a fundamental attribute of the software. Gravity is hosted on Google Cloud and uses the most advanced security measures provided by Google, along with additional security layers from other providers.

Policies and Procedures

Gravity operates based on a comprehensive set of policies and procedures that ensure the development cycle and other activities are organized and monitored in accordance with the most up-to-date frameworks.

Our policies include the following:

- Software development lifecycle policy
- Change management policy
- Firewall policy
- Information security policy
- Physical security policy
- Removable media and cloud storage policy
- Data retention policy
- Workstation policy
- Password policy
- Security incident management plan
- Encryption policy
- Data classification policy
- Bring your own device policy
- Remote access policy
- Availability policy
- Privacy policy

Compliance and Certifications

Gravity has SOC1 and SOC2 certification.

SOC2 requires companies to establish and follow strict information security policies and procedures, encompassing the security, availability, processing, integrity, and confidentiality of customer data. By complying with SOC2 standards, Gravity ensures the integrity of our products and business processes to provide the highest level of protection for our customers' data.

Gravity encrypts data both at rest and in transit. Gravity runs on the Google Cloud Platform (GCP) to store all of Gravity's data within the Google environment. Google automatically encrypts all data at rest within the Google Cloud Platform.

More information on Google's encryption at rest methods can be found here: <https://cloud.google.com/security/encryption-at-rest/>

Gravity also encrypts all data in transit. Communication between the client and the Gravity application occurs through a https connection. Furthermore, all data communications between components within the Google Cloud Platform are also encrypted. More information on Google's encryption in transit can be found here: <https://cloud.google.com/security/encryption-in-transit/>

Data Backup and Recovery

Gravity provides three methods for backing up the data:

- Automatic database replication in real-time
- Automatic data backup once per day
- Storage of all edits in Gravity's audit trail: The audit trail allows users to view who made each change, when the change occurred and what was changed. All changes ever made to the document are retained indefinitely which allows users to revert any section of the document back to its status at a prior point in time.

Gravity has defined a robust data recovery process. From an infrastructure perspective, the Gravity application is deployed across Google Cloud Platform, which organizes its data centers in multiple regions and zones, to provide automatic fail-over in case of a disaster. The Google Data Center locations can be found here: <https://cloud.google.com/about/locations/>

Gravity also runs all of its business applications, source code, and data in the Google Cloud to provide access from any location and to take advantage of Google's distributed data center locations. As a result, Gravity's employees can be equally effective in the office, working from home, or working from any other location with access to the internet. In the event of a disaster, our team will be able to fully support our clients and continue to support the Gravity application.

Google Security Command Center

Google Security Command Center is an intrusion detection system, natively integrated into Gravity and all its related services and infrastructure. It consumes events and logs emitted by the entire infrastructure. It provides 24/7 online surveillance through a Google-driven machine learning platform (25M logs and events a day). Google Security Command Center effectively analyzes all events and logs across Gravity infrastructure and alerts our security team of any suspicious activity in real-time. Main features include but are not limited to:

- Provides centralized visibility and control
- Discovers misconfigurations and vulnerabilities
- Detects threats targeting Gravity's cloud assets

Google Cloud Armour and Cloud Load Balancer

Cloud Load Balancer is a serverless platform that keeps Gravity and its services safe by hiding it from the outside world behind the most powerful Google Web Application Firewall-Cloud Armour. Cloud Armour is an intrusion prevention system connected to the machine learning platform powered by Google that analyzes the incoming traffic and allows or denies access. The main features include:

- Web Application Firewall with more than 120 known attack signatures (OWASP Mod-SecurityCoreRule Set).The list gets longer every day and is applied automatically
- Fine-grained traffic control by any criteria, e.g. by country of origin
- Built-in DDoS and Brute Force protection

Google Cloud Platform Security

Google Cloud regularly undergoes independent verification of security, privacy, and compliance controls, achieving certifications, attestations, and audit reports to demonstrate compliance. Some of the key international standards Google Cloud Platform is audited against are:

- The Federal Risk and Authorization Management Program (FedRAMP)
- ISO/IEC 27001 (Information Security Management)
- ISO/IEC 27017 (Cloud Security)
- ISO/IEC 27018 (Cloud Privacy)
- ISO/IEC 27701 (Privacy)
- SOC 2 and SOC 3 reports

More information on Google Cloud Platform's security certifications can be found here: [https:// workspace.google.com/learn-more/security/security-whitepaper/page-5.html](https://workspace.google.com/learn-more/security/security-whitepaper/page-5.html)

Physical Security

Google Data Centers are protected with several layers of security to prevent any unauthorized access to our customers' data. Rather than storing each user's data on a single machine or set of machines, all data is distributed across many computers in different locations. Google Data Centers use secure perimeter defense systems, comprehensive camera coverage, biometric authentication, and a 24/7 guard staff.

Secured Access

Single Sign-On

Gravity uses Google as an authentication provider. That is, it does not store any passwords itself, but redirects all authentication work to Google. This works well for Gravity because every Gravity user has an underlying Google user by design. To set up SSO with Azure AD requires configuring Google to reach out to Azure for authentication. Gravity hands the task off to Google, which hands it off to Azure. This requires some configuration on the Google side and the Azure side. The configuration on the Google side is done by Gravity and requires our customers to provide us with the following information:

- Sign-in page URL
- Verification certificate

This information is usually provided by our customers' Azure administrator who will need to set up SSO to accept requests from Google with the Gravity subdomain specific to the customer. Here is a tutorial from Microsoft on how to do this: <https://docs.microsoft.com/en-us/azure/active-directory/saas-apps/google-apps-tutorial>

The domain Gravity uses is of the form customer.gravityigm.com where "customer" is a subdomain chosen by the customer.

Multi-factor Authentication

Gravity uses multi-factor authentication (MFA) to protect our customers' accounts and company data with a wide variety of MFA verification methods such as push notifications, Google Authenticator, phishing-resistant Titan Security Keys, and using your Android or iOS device as a security key.

Training, Updates and Support



Training, Updates and Support

Training

Gravity is committed to equipping your team with the knowledge and skills needed to confidently operate and manage the system independently. Our comprehensive training program is designed to support a wide range of users and includes the following components:

- **Instructor-Led, Hands-On Training:** We deliver interactive training sessions tailored to your organization's needs, ensuring users gain practical experience and a deep understanding of the platform's functionality.
- **System Configuration & Administration:** Training includes guidance for administrative users on how to configure, maintain, and update system settings, manage workflows, and control user access based on roles and responsibilities.
- **Reporting & Troubleshooting:** Users are taught how to generate reports and address common data or formatting issues, enabling them to troubleshoot effectively and maintain reporting accuracy.
- **Ongoing Support Resources:** We provide access to a robust library of self-service resources, including user guides, knowledge bases, and on-demand support tools to reinforce learning and provide ongoing assistance.
- **Training by User Role:** Training sessions are organized by user type to ensure that each group receives relevant instruction. Typical roles include:
 - **Administrators:** Focus on system configuration, user permissions, and overall platform management.
 - **Power Users:** Learn advanced functionality and reporting capabilities to support department-wide usage.
 - **General Users:** Gain the necessary skills for day-to-day interaction with the system, including data entry and review.
- **Training Timeline:** Training is delivered throughout the implementation process, starting during the configuration phase and continuing through to go-live. Additional refresher sessions or new user onboarding can be provided post-implementation as needed.

Training Materials & Documentation All training sessions are supported by comprehensive training materials, including user manuals, step-by-step guides, and best practices documentation. Materials are distributed during training and remain accessible afterward. As Gravity evolves, system documentation and training materials are updated in alignment with new features or changes, ensuring staff always have the most current information.

Additionally, the Gravity platform features an integrated, searchable knowledge base that allows users to independently look up instructions, process guides, and troubleshooting steps at any time.

Customer Success Program Gravity's Customer Success model extends well beyond initial implementation. Each client is paired with a dedicated Customer Success representative who serves as the primary point of contact. This representative will:

- Conduct quarterly check-ins to review progress.
- Share best practices and relevant updates.
- Proactively identify opportunities to increase system efficiency and value.
- Provide strategic support to help the client adapt to evolving accounting standards or operational requirements.

Ongoing Support Gravity's support team provides full technical and functional support for all active users. During the implementation phase, Gravity's project team offers real-time support to guide staff through configuration and early use of the system. Post-implementation, our support services continue indefinitely and include:

- Support available via email, or scheduled conference calls.
- Automatic ticket creation through Gravity's support system when users email our dedicated support address.
- Defined response times to ensure timely resolution of issues: critical issues receive immediate attention, while non-critical issues are typically resolved within two business days.
- A dedicated support contact specifically assigned to the client for a consistent, responsive support experience.

Maintenance

Gravity maintains the technical environment for each client and typically releases a major software update every quarter, along with minor fixes as needed. Gravity's Release Committee defines the upcoming release schedule, which includes planned enhancements and bug fixes. Each release undergoes review and approval by senior management to ensure quality and relevance. In addition to scheduled quarterly releases, Gravity applies hotfixes as necessary to address urgent issues between releases, typically deploying updates after business hours with minimal downtime—usually less than two minutes per update. Gravity's project managers continuously review client feedback and evolving industry requirements, raising requests for new features or changes to ensure that the software remains aligned with customer needs. Gravity maintains a roadmap of features in active development, demonstrating our ongoing commitment to innovation and improvement.

Investment Summary



PRODUCT DESCRIPTION - Software Annual Subscription	Cost
<p>User Licenses</p> <ul style="list-style-type: none"> • User Licenses: Access for up to 10 users <p>Core Features</p> <ul style="list-style-type: none"> • Comprehensive Software: All-in-one tool for tracking and managing financial & budget data • Data Integration to BS&A • Single Sign On (SSO) services <p>Capital Budgeting & Planning Capital budget development. Includes configuration of the department request template, forecasting and scenario modeling, up to four (4) configured internal dashboards.</p> <p>Budget Book Studio:</p> <ul style="list-style-type: none"> • Multi-dimensional Financial Model (MDFM) configuration. • Create and maintain automated disclosure management statements. • Fully branded, ADA-compliant automated report output using Gravity's built-in publisher. <ul style="list-style-type: none"> ○ Included Reports: Annual Operating Budget and rolling 4-Year Capital Improvement Plan (CIP) 	<p>\$24,279</p>
Total annual fee: \$24,279	
<p>Optional Add-ons (Annual fee):</p> <p>Financial Transparency – Public transparency portal with interactive, drill-down charts of finance and budget data to drive community engagement and public trust, and digital budget book.</p> <p>Full Suite Budgeting & Planning – Budget development for all three budget areas of Operating, Personnel, and Capital. Includes department request templates for each budget area, forecasting and scenario modeling, up to twelve (12) configured internal dashboards.</p>	<p>\$14,500</p> <p>\$45,475</p>

(Implementation Services on next page...)

SERVICES DESCRIPTION – Professional Services One-Time Fees	
<p>Capital Budgeting & Planning Setup of the capital budget module for budget development and planning. Includes configuration of the department request template, forecasting and scenario modeling, up to four (4) configured internal dashboards.</p> <p>Budget Book Studio</p> <ul style="list-style-type: none"> • End-to-end development including information analysis, report building, data linking, configuration, and user training for report automation <ul style="list-style-type: none"> • Included Reports: Annual Operating Budget and rolling 4-Year Capital Improvement Plan (CIP) <p>Project Management, Delivery Services, Testing, & User Training</p> <ul style="list-style-type: none"> • Project Management: Full project oversight to ensure timely and accurate delivery. • Configuration: Multi-dimensional Financial Model (MDFM) configuration with data integration to BS&A, user access with roles & permissions, SSO, and report design templates. • Platform Testing: Validation of all configurations and functionalities. • Onboarding & User Training: Initial onboarding for all users, including dedicated training sessions. 	\$14,700
Total One-Time Setup Fee:	
\$14,700	
<p>Optional Add-ons (professional services one-time fee):</p> <p>Financial Transparency – Setup of a public transparency portal with interactive, drill-down charts of finance and budget data to drive community engagement and public trust, and digital budget book.</p>	\$8,900
<p>Full Suite Budgeting & Planning – Budget development for all three budget areas of Operating, Personnel, and Capital. Includes department request templates for each budget area, forecasting and scenario modeling, up to twelve (12) configured internal dashboards.</p>	\$27,285

ORDER FORM

Prepared by Name: Megan Gonyo

Prepared by Email: mgonyo@onegravity.com

Customer Information	Gravity Information
Village of Wheeling, IL	IGM US Holdings, Inc "Gravity"
Billing Address: 2 Community Blvd Wheeling, Illinois 60090	Primary Address: 333 SE 2 nd Ave, Miami, FL 33131
Primary Contact Name: Brian Smith	Contact Name: Michael Mattson
Primary Contact Email: bsmith@wheelingil.gov	Contact Title: Chief Revenue Officer
Billing Email Address: bsmith@wheelingil.gov	Contact Email: mmattson@igm.technology

Order Details	
Subscription Start Date: 1/1/2026	Annual Recurring Base Software Fee: \$24,279.00
Subscription End Date: 12/31/2028	Total One-Time Services Fee: \$14,700.00
Currency: USD	Annual Price Adjustment: 5%
Payment Term: NET 30	Contract Term (Months): 36

Software Services	
Product/Service	Additional Details (If applicable)
Core Environment & User Access Setup	Access includes up to 10 Named Users.
Budget Book Automation - Software	
Ad-Hoc Report - Software	CIP Report
Data Integration	
Capital Budget Development - Software	
TOTAL SOFTWARE SERVICES FEE	\$24,279.00

Professional Services	
Service	Additional Details (If applicable)
Budget Book Automation - Setup Support	
CIP Report Automation - Setup Support	
Single Sign-On: Setup	
Capital Budget Development - Setup Support	
TOTAL PROFESSIONAL SERVICES FEE	\$14,700.00

Billing Table		
Start Date	End Date	Total Amount
01/01/2026	12/31/2026	\$38,979
01/01/2027	12/31/2027	\$25,250
01/01/2028	12/31/2028	\$26,260

Additional Details:

See Statement of Work attached as Exhibit A

First year fees are payable net 30 days from the Effective Date of this Agreement. YoY increase reduced from standard rate of 5% to 4%.

Signatures

This Order Form is entered into between IGM US Holdings, Inc., with its principal place of business at 333 SE 2nd Ave, Miami, FL 33131 (“Company” or “Gravity”), and the entity identified above (“Customer”), and is effective as of the date on which the last party executes this Order Form “the “Effective Date”).

This Order Form includes and incorporates the attached Terms and Conditions (“T&Cs”), as well as any applicable Statement of Work (“SOW”) incorporated herein, in the event Professional Services are purchased. The Order Form, T&Cs, and any SOW shall collectively be referred to as the “Agreement.”

IGM US Holdings, Inc

Signature:
Name:
Title:
Date:

Village of Wheeling, IL

Signature:
Name:
Title:
Date:

TERMS AND CONDITIONS

1. Software as a Service (“SAAS”) SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services.
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 3.3. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2. Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the county's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.
- 5.3. In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

- 6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

This Statement of Work (“SOW”) defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Order Form.

The specific modules and services to be implemented are as outlined in the Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments. The detailed definitions, deliverables, and responsibilities for each phase will be provided later in a detailed project plan, which accompanies the SOW.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify Gravity promptly of any internal changes that may impact project scope or timeline

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Milestone 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, Gravity and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer’s current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within Gravity
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed Gravity system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Milestone 2: Data Integration

Following the completion of the Discovery and Planning phase, Gravity and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, Gravity will configure data elements, integrations (if purchased), and validation logic to align with the Customer’s business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer’s structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Milestone 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the Gravity system to meet the Customer's approved design specifications. Gravity will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured Gravity environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Milestone 4: Project Sign Off

In the final phase of the implementation, Gravity and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Milestone 5: Training

Gravity will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by Gravity and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Order Form and the associated Terms and Conditions document between the parties.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

Gravity will provide Technical Support to customer via e-mail Monday – Friday between 8am – 8pm Eastern Time (“Support Hours”).

Customer may initiate a helpdesk ticket by emailing support@onegravity.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

FINANCE DEPARTMENT

GL Number	Description	2026 Department Request	2025 Amended Budget	2025 Activity	2024 Amended Budget	2024 Activity	2023 Activity	2022 Activity
01-1700-1000-5101	LONGEVITY EMPLOYEES WITH 12-17 YEARS OF SERVICE	1,500	1,250	1,250	4,000	3,045	4,679	3,300
	EMPLOYEES WITH 18-24 YEARS OF SERVICE	1,500						
	EMPLOYEES WITH 25+ YEARS OF SERVICE							
01-1700-1000-5102	OVERTIME	300	300		300	40	391	
	OVERTIME FOR DEPARTMENT EMPLOYEES	300						
01-1700-1000-5104	SALARIES	939,690	815,370	593,270	783,765	756,019	770,195	810,006
	REHIRE PAYROLL COORDINATOR EARLY	44,975						
	SALARIES FOR DEPARTMENT EMPLOYEES	894,715						
01-1700-1000-5105	LOCAL TRAINING & MEETINGS	4,000	1,500	1,185	1,500	750	542	874
	NORTHSHORE MANAGERS GROUP	1,500						
	SEMINARS & TRAINING FOR DEPARTMENT PERSONNEL	2,500						
01-1700-1000-5108	EMPLOYER CONTRIBUTIONS	154,475	128,810	90,217	120,175	124,068	120,154	136,587
	REHIRE PAYROLL COORDINATOR EARLY	7,420						
	IMRF, FICA, AND MEDICARE CONTRIBUTIONS	147,055						
01-1700-1000-5111	UNEMPLOYMENT COMPENSATION			1,797		1,779		
	UNANTICIPATED UNEMPLOYMENT COMPENSATION							
01-1700-1000-5113	TUITION REIMBURSEMENT	2,000	2,000		2,000	1,098	407	
	TUITION REMIBURSEMENT FOR ONE EMPLOYEE	2,000						
01-1700-1000-5115	SLDPA RETIREE CONTRIBUTN		8,500		52,395	54,837	23,309	
	SLDPA RETIREE CONTRIBUTION							
01-1700-1000-5116	SICK LEAVE ANNL BUY BACK	2,405	1,985	1,435	2,365	2,979	3,706	3,594
	SICK LEAVE BUY BACK FOR ELIGIBLE EMPLOYEES	2,405						
01-1700-1000-5201	ADVERTISING & PUBLISHING	1,200	1,200		1,200	500	250	925
	TREASURER'S REPORT PUBLICATION	1,200						
01-1700-1000-5203	AUDIT	58,275	54,145	51,880	52,060	53,060	47,958	46,111
	COST OF AUDITING FY 2025 STATEMENTS	58,275						
01-1700-1000-5205	MULTIPLE DAY TRAINING	7,500	7,550	2,680	7,550	1,221	1,504	2,042
	ILLINOIS GOVERNMENT FINANCE OFFICERS ASSOCIATION (IGFOA) CONFERENCE	3,000						
	GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) CONFERENCE - CHICAGO ⁽³⁾	4,500						
01-1700-1000-5206	CONSULTING SERVICES			4,147				
01-1700-1000-5212	EMPLOYEE HEALTH INSURANCE	218,625	178,490	154,330	190,740	140,614	134,534	116,509
	REHIRE PAYROLL COORDINATOR EARLY	12,605						
	EMPLOYER PORTION OF INSURANCE PREMIUMS FOR ELIGIBLE EMPLOYEES	206,020						
01-1700-1000-5213	GEN LIABILITY INSURANCE	17,650	17,130	12,848	16,800	16,800	16,470	16,470
	DEPARTMENT SHARE OF GENERAL LIABILITY INSURANCE COVERAGE INCL WORKERS COMPENSATION, PROPERTY CASUALTY & THEFT	17,650						
01-1700-1000-5219	BANK CHARGES	19,705	19,705	10,960	19,705	15,942	15,827	15,472
	DEPOSITORY SERVICES/NORTHBROOK BANK	16,380						
	INVESTMENT TRUST SERVICE FEES/US BANK	3,300						
	ACH FEES FOR ACCOUNTS PAYABLE VERIFICATIONS	25						

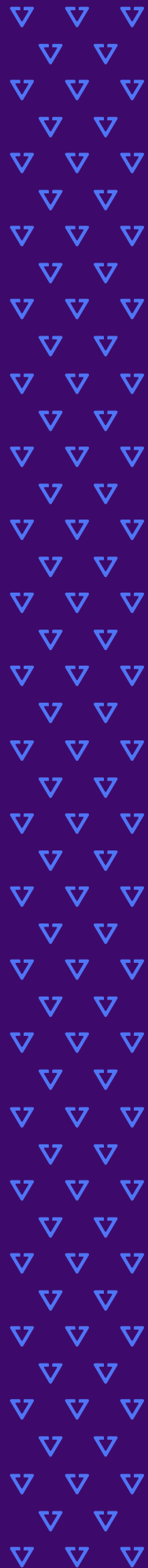
General Fund

GL Number	Description	2026 Department Request	2025 Amended Budget	2025 Activity	2024 Amended Budget	2024 Activity	2023 Activity	2022 Activity
01-1700-1000-5220	MAINT OFF/SPEC EQUIPMENT	2,250	2,250	1,027	2,000	1,948	2,248	1,747
	MAINTENANCE OF RICOH C4500 COPIER PER AGREEMENT WITH RICOH (INCLUDES COST OF COPIES)	2,000						
	DESKTOP PRINTER(S) MAINTENANCE & REPAIRS	250						
01-1700-1000-5222	MEMBERSHIP DUES	1,550	1,550	1,257	1,400	1,328	1,377	1,475
	GRAMARLY	150						
	ILLINOIS GOVERNMENT FINANCE OFFICERS ASSOCIATION ⁽²⁾	400						
	GOVERNMENT FINANCE OFFICERS ASSOCIATION ⁽²⁾	250						
	MORNINGSTAR.COM	250						
	AMAZON BUSINESS PRIME	500						
01-1700-1000-5225	ACTUARIAL SERVICES	15,160	15,160	21,110	12,590	16,090	14,540	14,710
	ACTUARY SERVICES FOR POLICE AND FIRE PENSION FUNDS	5,960						
	GASB 68 DISCLOSURE FOR POLICE AND FIRE PENSION FUNDS	4,700						
	GASB 75 OPEB ACTUARIAL EVALUATION FEE	4,500						
01-1700-1000-5228	PRINTING & BINDING	2,100	2,100	494	1,620	2,533	748	963
	CHECK STOCK	1,000						
	1099 & W2 FORMS	500						
	DEPOSIT SLIPS	200						
	ENVELOPES	400						
01-1700-1000-5236	CREDIT CARD FEES	23,000	19,500	14,842	17,300	19,837	16,028	11,841
	FRONT COUNTER CREDIT CARD FEES (20% OF INVOICE CLOUD)	22,500						
	SQUARE CREDIT CARD FEES	500						
01-1700-1000-5299	MISC CONTRACTUAL SERVICES	23,100	23,100	17,272	159,480	106,281	124,980	16,281
	CONTINUING DISCLOSURE REPORTING SERVICES (SPEER FINANCIAL)	1,000						
	COLLECTION FEES FOR FOOD AND BEVERAGE TAX (AVENU)	18,000						
	WEX (FLEXIBLE BENEFITS) - ADMINISTRATION FEES	3,600						
	WEX (FLEXIBLE BENEFITS) - TESTING	500						
01-1700-1000-5302	BOOKS & SUBSCRIPTIONS	500	500	108	500	36	144	144
	MISCELLANEOUS BOOKS/PUBLICATIONS	500						
01-1700-1000-5313	IS MISC EQPT & SUPPLIES	5,400	7,600	7,597	5,250	5,999		60
	SURFACE PRO MIGRATION ⁽¹⁾	3,500						
	REPLACE COMPUTER(S) TO MEET VILLAGE SPECS ⁽¹⁾	1,900						
01-1700-1000-5315	SMALL TOOLS & EQUIPMENT	400	400	83	400	455	322	432
	MISCELLANEOUS	400						
01-1700-1000-5317	MISC OPERATING SUPPLIES	1,000	1,000	634	1,000	527	658	1,225
	MISCELLANEOUS SUPPLIES	1,000						
01-1700-1000-5318	OFFICE SUPPLIES	2,700	1,500	723	1,500	1,176	1,344	1,256
	REPLACEMENT CHAIRS ⁽²⁾	1,200						
	OFFICE SUPPLIES; TONER CARTRIDGES	1,500						
01-1700-1000-5323	AWARDS/DECORATIONS	1,100	975	975	975	975	1,110	975
	GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA) BUDGET AND AUDIT CERTIFICATION FEES	1,100						
01-1700-1000-5707	TRANSFER TO CERF	40,555	80,555	60,416	71,605	71,605	108,660	150,000
	CONTRIBUTION TO CAPITAL EQUIPMENT REPLACEMENT FUND (CERF)	40,555						
Total Department finance department:		1,546,140	1,394,125	1,052,537	1,530,175	1,401,542	1,412,085	1,352,999

GRAVITY

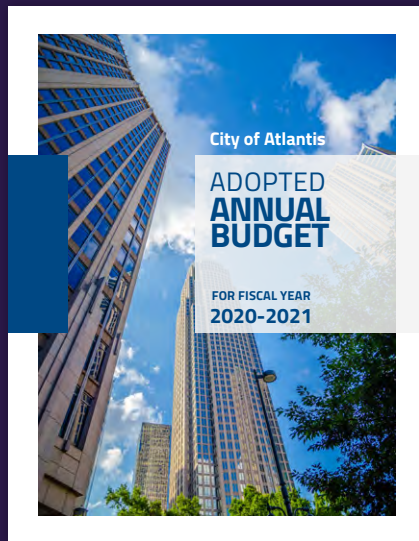
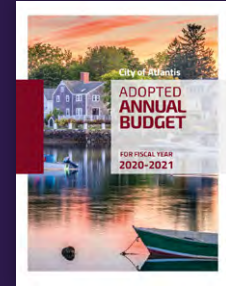
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BUDGET TEMPLATES



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Budget Template 1



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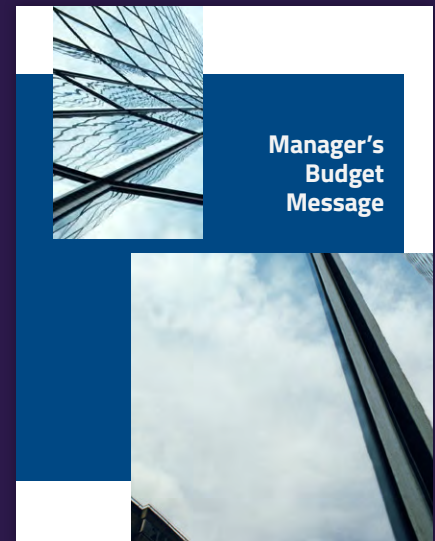
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POPULATION	REVENUE
87,362	\$150,124,000
2018	2018
2019	2019
2020	2020
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025
2026	2026
2027	2027
2028	2028
2029	2029
2030	2030

AVAILABLE FUND BALANCES	EXPENDITURES
\$72,224,000	\$150,124,000
2018	2018
2019	2019
2020	2020
2021	2021
2022	2022
2023	2023
2024	2024
2025	2025
2026	2026
2027	2027
2028	2028
2029	2029
2030	2030

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2025 Personnel Worksheet

Account	Net Change	Salary	Salary
	2024	2024	2025
Team Manager - 10300			
10300			
ASSISTANT TOWN MANAGER	-	122,269	122,727
EXECUTIVE ASSISTANT	-	77,712	81,168
DEPUTY TOWN MANAGER	-	112,222	112,887
TOWN MANAGER	1	361,483	443,182
Total Team Manager - 10300			

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City of Atlantis | Adopted Annual Budget 2020-2021

Total Expenses	2021		2020		2020		2020	
	Actuals	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Adopted Budget	
City Council	\$ 102,124	\$ 102,124	\$ 102,124	\$ 102,124	\$ 102,124	\$ 102,124	\$ 102,124	
City Clerk's Office	129,211	129,211	129,211	129,211	129,211	129,211	129,211	
City Manager	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Administration	200,000	200,000	200,000	200,000	200,000	200,000	200,000	
City Finance	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Information Technology	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Planning	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Public Works	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Recreation	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Safety	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
City Utilities	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Total City Expenses	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	

Clerk's Office Summary Table	2021	2020	2020	2020	2020
	Actuals	Original Budget	Revised Budget	Original Budget	Adopted Budget
Personnel Expenses	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Capital Expenses	100,000	100,000	100,000	100,000	100,000
Operating Expenses	100,000	100,000	100,000	100,000	100,000
Total Clerk's Office	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

Facilities (1001010)	2021	2020	2020	2020	2020
	Actuals	Original Budget	Revised Budget	Original Budget	Adopted Budget
Operating Expenses	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Personnel Expenses	100,000	100,000	100,000	100,000	100,000
Capital Expenses	100,000	100,000	100,000	100,000	100,000
Total Facilities	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000

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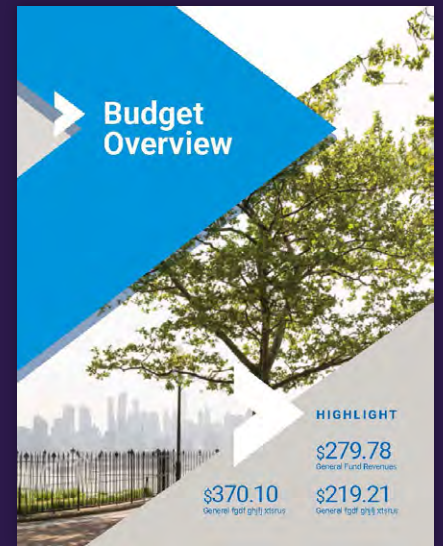
Budget Template 2



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GENERAL FUND

General Fund
Recurring Revenue vs. Recurring Expenditures

	2016-18 Budget	2016-18 R-65	2016-17 Proposed	2017-18 Proposed	2018-19 Proposed
Recurring Revenue					
Admission Fees	\$115,822,334	\$115,822,334	\$115,822,334	\$117,116,122	\$117,216,224
Water Tax	72,971,423	72,971,423	72,971,423	72,761,424	72,761,424
Franchise Fees	24,941,712	24,941,712	24,941,712	24,941,712	24,941,712
Fees & Permits	3,243,382	3,243,382	3,243,382	3,243,382	3,243,382
Building & Construction	7,292,222	9,892,222	9,892,222	9,892,222	9,892,222
Licenses & Permits	3,991,333	4,092,333	4,092,333	4,172,333	4,294,333
Fees & Charges for Services	\$2,654,417	\$2,755,417	\$2,755,417	\$2,755,417	\$2,755,417
Intergovernmental	947,434	1,000,000	1,000,000	1,000,000	1,000,000
Interest Income	600,000	600,000	600,000	600,000	600,000
Transfers In	18,232,701	18,742,497	18,241,891	20,143,882	21,622,734
Gift Donating In-Law	-	-	60,000	60,000	60,000
Other	\$127,328	\$127,328	\$127,328	\$7,718,134	\$7,948,925
Total Recurring Revenue	\$253,462,961	\$253,462,961	\$253,462,961	\$253,462,961	\$253,462,961
Recurring Expenditures					
Salaries & Pensions	\$105,891,238	\$105,891,238	\$105,891,238	\$105,891,238	\$105,891,238
Medical & Healthcare	60,236,980	60,236,980	60,236,980	60,236,980	60,236,980
Benefits & Pensions	\$3,484,415	\$3,484,415	\$3,484,415	\$3,484,415	\$3,484,415
Gift Donating In-Law	-	-	1,823,841	2,848,841	2,848,841
Capital Outlay	\$1,139,517	\$1,139,517	1,000,000	1,000,000	1,000,000
Total Recurring Expenditures	\$169,752,140	\$169,752,140	\$173,440,474	\$173,440,474	\$173,440,474
Fund Balance - Beginning	\$83,710,821	\$83,710,821	\$80,022,487	\$80,022,487	\$80,022,487
Total Recurring Revenue	\$253,462,961	\$253,462,961	\$253,462,961	\$253,462,961	\$253,462,961
Total Recurring Expenditures	\$169,752,140	\$169,752,140	\$173,440,474	\$173,440,474	\$173,440,474
Fund Balance - Ending	\$183,710,821	\$183,710,821	\$80,022,487	\$80,022,487	\$80,022,487
Required All Day Balance	\$183,710,821	\$183,710,821	\$80,022,487	\$80,022,487	\$80,022,487

Additional Financial Program Reductions as of March 30, 2018

Days of Operation	2016-18 Budget	2016-18 R-65	2016-17 Proposed	2017-18 Proposed	2018-19 Proposed
Total Assessed Property Value	\$1,280,210,563	\$1,280,210,563	\$1,280,210,563	\$1,280,210,563	\$1,280,210,563
Rate Type:					
SEMI	0.113	0.113	0.113	0.113	0.113
Quarterly	0.3978	0.3978	0.3978	0.3978	0.3978
Other	0.8981	0.8981	0.8981	0.8981	0.8981
Applying Tax Rate to be Transferred from Debt			0.0062	-	0.0069
Revised Annual	\$1,979,724	\$1,979,724	\$1,979,724	\$1,979,724	\$1,979,724

CITY OF ATLANTIS • ADOPTED ANNUAL BUDGET 2020-2021

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GENERAL FUND

City Manager

Mission
Charged with updating, monitoring, and implementing all directives and goals as established by the City Council. Administrative responsibilities include planning, organizing, and overseeing all City operations, prudent stewardship of the City's financial and physical resources, and advising Council on the City's current and future needs.

2016-17 Objectives

- 1. Submit Annual Budget and Community Investment Programs to City Council
- 2. Keep Mayor and Council apprised of financial needs and conditions of the City at all times
- 3. Maintain "openness to the citizens"
- 4. Work on all residential and commercial opportunities
- 5. Develop Sprigfield as a major business center
- 6. Maintain our commitment to "Service Excellence"

General Fund Revenue Sources

Rate - R-65: 29.23%
Federal: 6.62%
Other Loan: 16.84%
Property Taxes: 33.31%

Budget Highlights
The 2016-17 City Manager's Budget (see page 21) includes no new programs, enhancements or any new personnel requirements.

Program Expenditures	2016-18 Budget	2016-18 R-65	2016-17 Proposed	2016-17 Budget	% Change
Salaries & Pensions	\$64,624,124	\$64,624,124	\$64,624,124	\$64,624,124	-2.41
Medical & Healthcare	28,236,980	28,236,980	28,236,980	28,236,980	97.35
Benefits & Pensions	3,484,415	3,484,415	3,484,415	3,484,415	8.28
Capital Outlay	1,139,517	1,139,517	1,000,000	1,000,000	6.21
TOTAL	\$97,485,036	\$97,485,036	\$97,345,529	\$97,345,529	-0.13

Personnel Summary

Total Full Time	2016-18 Budget	2016-18 R-65	2016-17 Proposed	2016-17 Budget
City Manager	1	1	1	1
City Council	1	1	1	1
City Clerk	1	1	1	1
City Treasurer	1	1	1	1

CITY OF ATLANTIS • ADOPTED ANNUAL BUDGET 2020-2021

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Budget



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Table of Contents listing sections like City Commission Meetings, Utility Fund, Budget Summary, Capital Improvements, General Fund, and Supplemental Information.

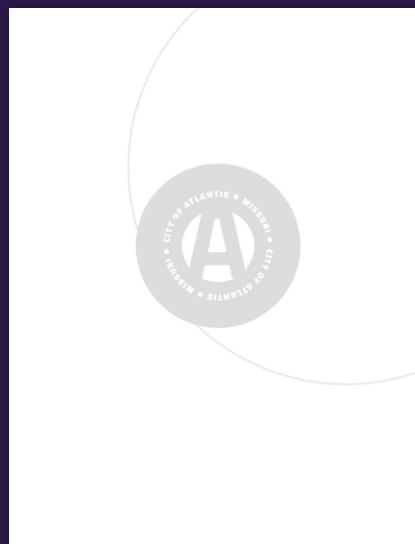
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Divider Page

Body page template featuring 'City Manager' mission statement, 2016-17 objectives, budget highlights, a program expenditure table, and a donut chart for 'General Fund Revenue Sources'.

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Subdivider Page

Table titled 'RECURRING REVENUE VS. RECURRING EXPENDITURES' comparing 2016-17, 2017-18, 2018-19, and 2019-20 revenue and expenditure data.

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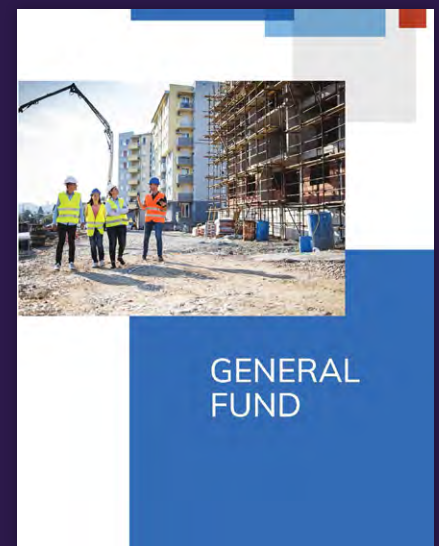
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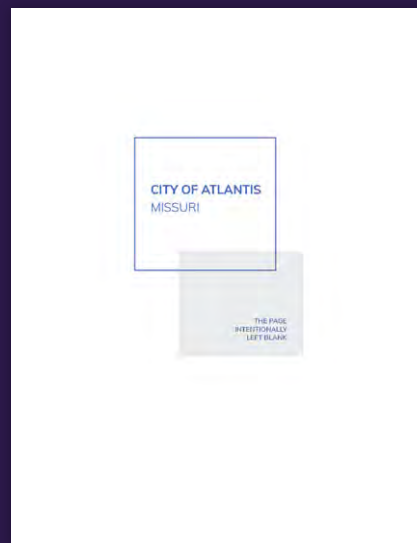
BUDGET OVERVIEW

General Fund

Recurring Revenue Vs. Recurring Expenditures

	2015 SF	2016 SF	2017 SF	2018 SF	2019 SF
Recurring Revenue					
Admission Taxes	\$11,010,138	\$11,010,138	\$11,010,138	\$11,010,138	\$11,010,138
State Tax	72,474,233	72,474,233	72,474,233	72,474,233	72,474,233
Franchise Fee	24,991,617	24,991,617	24,991,617	24,991,617	24,991,617
State Income	7,643,952	7,643,952	7,643,952	7,643,952	7,643,952
Building & Development	7,702,222	8,405,232	8,980,384	10,314,712	10,965,139
License & Permits	3,955,251	4,392,711	4,378,259	4,172,006	4,284,761
Fees & Charges for Services	11,125,627	11,792,680	11,947,186	11,928,954	11,913,120
Intergovernmental	80,423	1,308,890	1,009,000	1,008,800	1,008,800
Special Revenue	800,000	800,000	800,000	800,000	800,000
Transfer In	18,220,774	14,748,497	13,241,493	11,144,383	21,953,774
CD Funding for Debt			40,000	40,000	40,000
Other	3,127,120	1,807,127	1,028,554	1,715,110	1,710,015
Total Recurring Revenue	\$163,246,565	\$163,314,000	\$178,706,203	\$185,577,410	\$196,851,111
Recurring Expenditures					
Salaries & Wages	\$102,093,126	\$103,942,230	\$107,444,221	\$112,200,013	\$117,148,774
Supplies & Services	90,534,260	\$1,760,527	\$1,760,527	\$1,760,527	\$1,760,527
Communications	(3,346,824)	(3,346,824)	(3,346,824)	(3,346,824)	(3,346,824)
CD Funding for Debt			4,000,000	1,344,000	1,344,000
Capital Outlay	3,178,517	4,734,265	1,000,000	1,000,000	1,000,000
Total Recurring Expenditures	\$141,451,280	\$144,124,414	\$147,744,000	\$154,244,020	\$160,719,027
Transfer Out	36,544,442	36,544,442	36,544,442	36,544,442	36,544,442
Total Recurring - Operating	\$104,756,138	\$107,580,072	\$111,200,000	\$117,700,000	\$124,174,569
Total Recurring Revenue	\$163,246,565	\$163,314,000	\$178,706,203	\$185,577,410	\$196,851,111
Total Recurring Expenditures	\$141,451,280	\$144,124,414	\$147,744,000	\$154,244,020	\$160,719,027
Surplus/Deficit	\$21,795,285	\$19,189,586	\$31,962,203	\$30,333,390	\$36,132,084
Fund Balance - Ending	\$19,742,649	\$19,390,626	\$27,296,054	\$30,474,169	\$34,744,676
Proposed FY 2019 Balance			\$20,343,796	\$30,464,169	\$31,437,000
Adult Revenue or Program Reductions to Meet FY 2019					\$4,802,000
Days of Operation	30	30	30	30	30
Total Annual Property Value	\$11,280,010,000	\$12,244,011,000	\$13,682,711,000		
Rate per \$100					
Direct	0.331	0.331	0.331	0.331	0.331
Operational	0.3076	0.3076	0.3076	0.3076	0.3076
Special	0.0000	0.0000	0.0000	0.0000	0.0000
Operating Tax Rate to be Determined from Debt			0.0002		0.0003
Total Annual Amount	\$12,579,728	\$12,579,728	\$13,682,711	\$13,682,711	\$13,682,711

Body Page



Subdivider Page

BUDGET OVERVIEW

City Manager Mission

Changed with updating, monitoring, and implementing all directives and goals as established by the City Council. Administrative responsibilities include planning, organizing, and overseeing all City operations, consistent with the City's financial and physical resources, and addressing Council on the City's current and future needs.

2016-17 Objectives

- Submit annual Budget and Community Investment Program to City Council
- Keep Mayor and Council apprised of financial needs and conditions of the City or as it may
- Maintain "openness to the street"
- Work on viable residential and commercial opportunities
- Develop Springfield as a major business center
- Maintain our commitment to "Service Excellence"

Budget Highlights

The 2016-17 City Manager's Budget (see page 24) includes no new programs, enhancements or any new personnel requests.

	PROGRAM EXPENDITURE				YTD 16	YTD 17
	2016 SF	2016 SF	2017 SF	2018 SF		
General & Admin	\$14,124	\$16,121	\$16,000	\$14,000	\$14,000	0.0%
Operations & Maintenance	46,354	71,221	\$7,445	1,770	\$7,445	0.0%
Special Salary	1,200					0.0%
Total	\$49,678	\$87,342	\$23,445	\$15,770	\$21,445	10.0%

Rate - Restricted: 30.2%

Rate - General: 0.0%

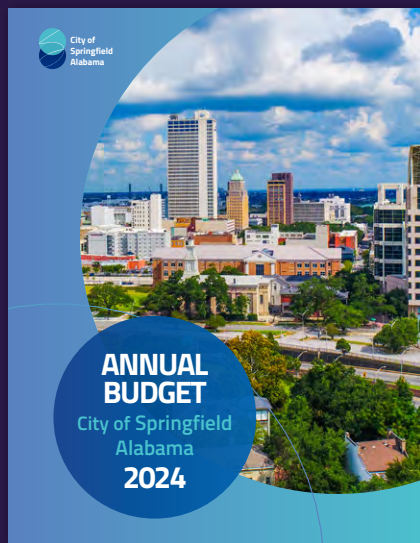
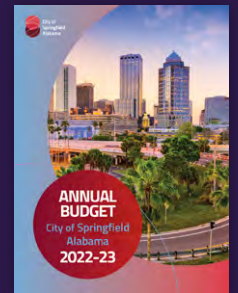
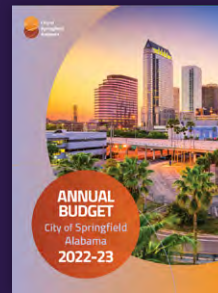
Rate - Other: 19.8%

Property Taxes: 22.3%

Body Page

All colors and images are customizable

Budget Template 5



Cover Page

Table of contents including sections like BUDGET MESSAGE, BUDGET SUMMARY, GOVERNMENTAL SERVICES, STATISTICAL INFORMATION, PERFORMANCE INDICATORS, and CAPITAL IMPROVEMENT PROGRAM.

Table of Contents



Divider Page

2024 Budget - Expenditure Highlights. Expenditure Budget. The 2023 total expenditure budget is \$219.6 million, an increase of \$6.9 million or 11.1% from the 2022 adopted budget. Includes a pie chart for 2024 Expenditures as a Percent of Total and a table for Expenditures by Department.

Body Page

City Board Goals. Make City of Springfield the most accessible county in Wisconsin for businesses to grow, develop and create family-supporting jobs. Develop a system that encourages employees, elected officials and productivity improvements including a measurement of customer satisfaction.

Subdivider Page

Total Expenses table comparing 2023 Actual, 2024 Actual, 2024 Adopted, and 2025 Adopted Budget. Includes sub-tables for Clerk's Office Summary Table and Facilities (1001010).

Body Page

Budget Template 6

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Cover Page



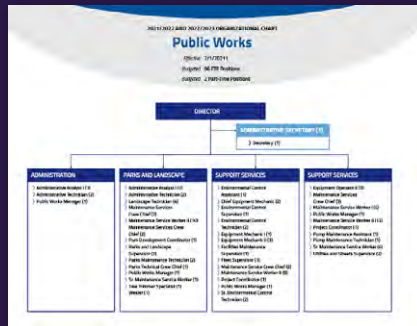
Table of Contents



Divider Page

Overview of the Operating Budget table with columns for Revenue, Expenditures, and Balance. Includes data for Fiscal Year 2021-22 and 2022-23.

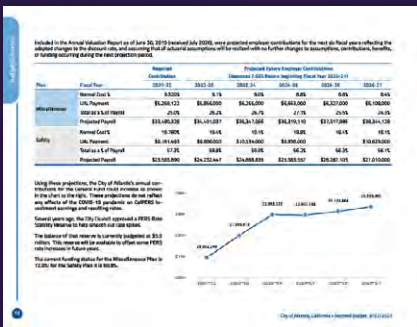
Body Page



Subdivider Page

Table with columns for Goals and Performance Measures, detailing objectives and metrics for the Public Works department.

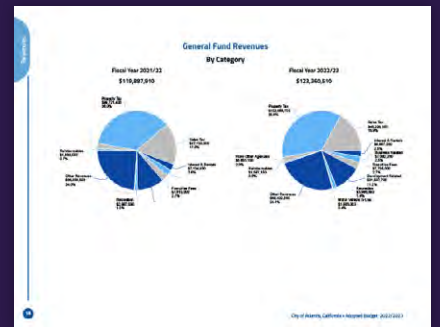
Body Page



Body Page

Project listing page for Digging Projects, including project names, descriptions, and funding sources.

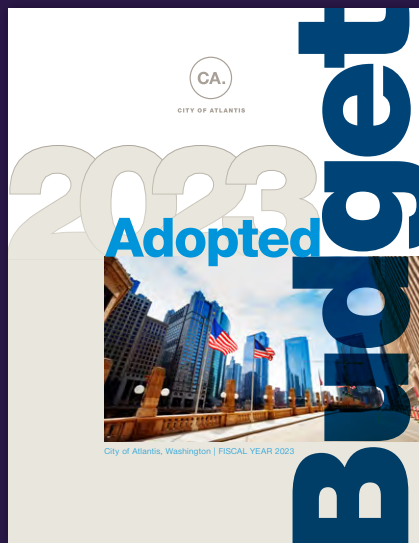
CIP page



Body Page

All colors and images are customizable

Budget Template 7



Cover Page

Table of Contents listing sections like City Commission Members and City Manager, Public Works Department Summary, Capital Improvements, and General Fund.

Table of Contents



Divider Page

Body page template for Public Works/Engineering with text, a table of expenses, and a donut chart showing revenue sources.

Body Page

Subdivider page template for Public Works Department Summary with a vertical image and text.

Subdivider Page

Table for Accounting System and Budgetary Control showing various fund categories and amounts.

Body Page

RESOLUTION NUMBER 25 - _____

RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH GRAVITY IN AN AMOUNT NOT TO EXCEED \$90,489 FOR BUDGETING SOFTWARE AND IMPLEMENTATION SERVICES

WHEREAS, the Village of Wheeling’s process for producing the annual budget document has become outdated; and

WHEREAS, it has become necessary for the Village to use dedicated software to produce a quality budget document to meet the needs of its residents, businesses, and employees; and

WHEREAS, staff has sought proposals to obtain budgeting software that will meet the needs of its stakeholders; and

WHEREAS, after considering the cost and functionality of each prospective budgeting software program, the number of communities that use it, and each company’s reputation for providing customer support, staff recommends that the Board approve a contract with Gravity;

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 sign an agreement (attached) with Gravity to provide budgeting software and implementation services.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Scott Salela, Fire Chief
SUBJECT: Resolution Authorizing the Payment in Full for the Lease-Purchase Agreement Made with the Regional Emergency Dispatch (RED) Center on February 16, 2022 for an APCO P25 VHF Digital Radio Simulcast System at a Cost Not to Exceed \$54,744.33
DOLLAR AMOUNT: \$54,744.33
BUDGETED: Yes
BUDGET SOURCE: Fire Department 2200-5305
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The Wheeling Fire Department entered into a joint purchase-lease agreement in 2022 for the purchase of radio equipment as a member of the Regional Emergency Dispatch (RED) Center. Due to the department's withdrawal from the RED Center in 2024, it is now obligated to pay its remaining share of the lease agreement, totaling \$54,744.33.

MEMO

In 2022, as a member of the RED Center, the Wheeling Fire Department entered into a joint purchase-lease agreement for the APCO P25 VHF Radio Simulcast System. The total purchase price was \$750,000, financed over seven years at 2.87%. The Wheeling Fire Department withdrew from RED Center effective December 31, 2024, in order to join Northwest Central Dispatch. Had the department stayed with RED Center for dispatching services, the Village would have continued to pay \$10,948.87 per year until 2029 under the joint purchase lease agreement signed in 2022. Since Wheeling has withdrawn from the RED Center dispatch agency, it is now responsible for the remaining balance of \$54,744.33. Please see the attached invoice and contracts.



GOVERNMENT CAPITAL CORPORATION

345 MIRON DRIVE SOUTH LAKE, TEXAS 76092 817.421.5400
WWW.GOVCAP.COM

March 4, 2022

Chris Lienhardt, Executive Director
Regional Emergency Dispatch Center
1842 Shermer Rd
Northbrook, IL 60062

RE: Illinois Municipal Lease-Purchase Agreement No.9811, dated as of March 4, 2022, by and between the Regional Emergency Dispatch Center and Government Capital Corporation.

Dear Chris Lienhardt:

Please be advised that **Government Capital Corporation** ("GCC") has assigned all its right, title and interest in the Agreement, in the equipment leased thereunder, the right to receive all payments now or hereafter due thereunder, and the right to exercise all rights under the Agreement to **Santander Bank, N.A.** As of the date above, funds have been made available for disbursement or may have been disbursed. Please contact you GCC representative with any questions you may have.

Notification

Sign both original letters. Return one (1) to Government Capital Corporation and keep one (1) for your records. The purpose of this letter is to inform you that your lease agreement has been placed with **Santander Bank, N.A.**

Executed Lease Agreement

This is your copy for your records.

Insurance

Update your insurance coverage to include **Santander Bank, N.A.** as Loss Payee. Send, or instruct the insurance company to forward a Certificate of Insurance showing **Santander Bank, N.A.** as Loss Payee, to my attention at our Corporate Office.

Payments

Payments **1 through 7**, in the amount of **\$119,750.66** due under the Agreement should be made to:

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

Additional payment information is in the Lease Agreement, Exhibit B.

Sincerely,

Kim Strange
Team Lead - Doc. Dept.

ACKNOWLEDGED AND ACCEPTED: REGIONAL EMERGENCY DISPATCH CENTER

Signed By:

Chris Lienhardt, Executive Director

Date:

3/14/2022



ILLINOIS MUNICIPAL LEASE-PURCHASE AGREEMENT

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT No.9811 (hereafter referred to as "Agreement") dated as of March 4, 2022, by and between Government Capital Corporation, a Texas corporation (herein referred to as "Lessor"), and Regional Emergency Dispatch Center, a political subdivision or agency of the State of Illinois (hereinafter referred to as "Lessee").

WHEREAS, pursuant to the provisions of Section 17(b) of the Local Government Debt Reform Act of the State of Illinois, as amended, the Lessee is authorized to purchase or lease either real or personal property through agreements that provide that the consideration for the lease be paid through installments made at stated intervals for a period of no greater than 20 years or another period of time as authorized by law, whichever is greater.

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. The obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of this Agreement begins as of the date hereof and shall continue so long as any amounts remain unpaid, but in no event shall exceed twenty (20) years from the date hereof. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

2. Borrowing Authority. This Agreement and the Lease is entered into pursuant to the provisions of Section 17(b) of the Local Government Debt Reform Act of the State of Illinois, as amended (30 ILCS 350/1 et seq.). The Lessee represents, warrants and agrees that its obligation to pay lease payments for the Property under this Agreement shall constitute a direct general obligation of the Lessee payable from any funds legally available. The Lessee represents and warrants that the total amounts due under this Agreement, together with all other indebtedness of the Lessee, are within all statutory and constitutional debt limitations and constitute fair rental for the Property. THE LESSEE AND THE LESSOR RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES LEVIED BY THE LESSEE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding general obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee has complied with any applicable bidding requirements;

(h) No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) All indebtedness incurred under this Agreement, when aggregated with the existing indebtedness of Lessee, does not exceed the debt limits applicable to Lessee.

(j) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.



GOVERNMENT CAPITAL

ILLINOIS MUNICIPAL LEASE-PURCHASE AGREEMENT

1

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

6. Maintenance. Lessor shall have no obligation of any nature to provide maintenance or service regarding the Property. Lessee shall be solely responsible for the providing of all such maintenance and service, to the extent applicable.

7. Alterations.
(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, which will not be unreasonably withheld, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor **(i)** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and **(ii)** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days' notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. No Warranty. ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT THE MANUFACTURERS OR THE PARTY WHO SUPPLIED THE PROPERTY TO LESSOR (THE "VENDOR") HAVE MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE. Lessee may communicate with Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor. Lessee acknowledges that Lessee has selected the Vendor and that Lessee has directed Lessor to acquire the Property from Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a "Finance Lease" within the meaning of the Uniform Commercial Code and that Lessee is entitled to the Vendor's warranties and promises described above, if any. LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO ANY SPECIFICATION OR PURCHASE ORDER, OR AS TO THE PROPERTY'S DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks.

12. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration of otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting there from and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) If applicable, sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand or notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 13, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 14, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

15. Assignment. Without Lessor's prior written consent, Lessee will not either **(i)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or **(ii)** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Upon acceptance of the Property by Lessee hereunder, Lessee shall be deemed to have title to the Property during the term of this Agreement; however, in the event of **(f)** an Event of Default hereunder and for so long as such Event of Default is continuing, title shall be reverted immediately in and shall revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest rate allowed by Illinois law.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Security Interest. As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction. Lessee hereby authorizes Lessor or its agent/assigns to sign and execute on its behalf, any and all necessary UCC-1 forms to perfect the Purchase Money Security interest herein granted to Lessor.

22. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations", as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2022. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

23. Continuing Disclosure. Specifically, and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statement shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period, certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

24. Lessee Gross Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Property and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

25. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

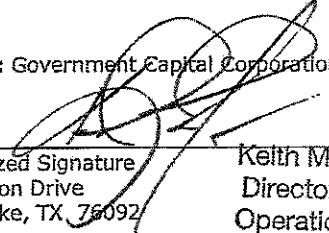
(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of February in the year 2022.

Lessor: Government Capital Corporation


Authorized Signature
345 Miron Drive
Southlake, TX 76092

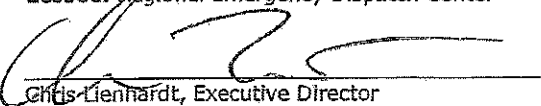
Keith Miller
Director of
Operations

Witness Signature: Kim Strange

Print Name: Kim Strange

Print Title: Team Lead-Doc Dept.

Lessee: Regional Emergency Dispatch Center


Chris Lienhardt, Executive Director
1842 Shermar Rd
Northbrook, IL 60062

Witness Signature: Kathleen M Falco

Print Name: Kathleen M Falco

Print Title: Administrative Assistant

RESOLUTION NUMBER 25-_____

RESOLUTION AUTHORIZING THE PAYMENT IN FULL FOR THE LEASE-PURCHASE AGREEMENT MADE WITH THE REGIONAL EMERGENCY DISPATCH (RED) CENTER ON FEBRUARY 16, 2022 FOR AN APCO P25 VHF DIGITAL RADIO SIMULCAST SYSTEM AT A COST NOT TO EXCEED \$54,744.33

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

WHEREAS, at the time of the Village's membership in the Regional Emergency Dispatch (RED) Center, a RED Center Board meeting on October 28, 2020 approved the purchase of the APCO P25 VHF Digital Radio Simulcast System, and on February 16, 2022 the RED Center Board approved financing for the APCO P25 VHF Radio Simulcast System; and

WHEREAS, on February 17, 2022, RED Center and the Government Capital Corporation signed an Illinois Municipal lease-purchase agreement; and

WHEREAS, the Village withdrew from RED Center membership in 2024, and the RED Center bylaws state, based on this lease-purchase agreement, that payment is required when an agency voluntarily withdraws from RED Center; and

WHEREAS, it is in the best interest of the Village of Wheeling to make payment in full to RED Center;

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, that the Fire Department is hereby authorized to proceed with payment in full to RED Center of the Village of Wheeling's costs for the APCO P25 Digital Radio Simulcast System at a cost not to exceed \$54,744.33.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Jon Sfondilis, Village Manager
SUBJECT: Resolution Renewing the Village of Wheeling's Annual Subscription to the Northwest Central Dispatch System's Joint Emergency Management System (JEMS) in the Amount of \$33,857.58 for FY 2026
DOLLAR AMOUNT: \$33,857.58
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

Staff recommends renewal of the Village's subscription to the Joint Emergency Management System for Fiscal Year 2026. This membership is included in the Village's FY2026 budget.

MEMO

The Village of Wheeling has been a subscribing member of the Joint Emergency Management System (JEMS) since January 2021. JEMS is a group of eleven communities (including Wheeling) that have created and formalized a working relationship for the purpose of standardizing training and emergency response protocols. JEMS's mission statement provides that its goal is "To work collectively with our member agencies through organized planning, training, exercise, and evaluation efforts to ensure that all our communities are able to mitigate, prepare for, respond to, and recover from all hazards, as well as provide regional assistance in a standardized manner." JEMS was created out of the Northwest Central Dispatch System (NWCDS) agency.

The Village has always prided itself on being prepared for whatever may come, but the value of having the assistance of dedicated emergency managers and the input of multiple subject-matter experts is a substantial benefit to our community. Therefore, it is my recommendation that the Village of Wheeling renew its membership in JEMS for Fiscal Year 2025 in the amount of \$33,857.58. Funds are available and have been included in the 2026 annual budget for this service.

RESOLUTION NO. 25 - _____

RESOLUTION RENEWING THE VILLAGE OF WHEELING'S ANNUAL SUBSCRIPTION TO THE NORTHWEST CENTRAL DISPATCH SYSTEM'S JOINT EMERGENCY MANAGEMENT SYSTEM (JEMS) IN THE AMOUNT OF \$33,857.58 FOR FY 2026

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

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. of the Illinois Compiled Statutes (1998) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Wheeling has been a participating subscriber of the Joint Emergency Management System (JEMS) of the Northwest Central Dispatch System (NWCDS) Program since January 1, 2021; and

WHEREAS, JEMS provides its eleven member communities with a standardized training and emergency response protocol; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the public interest to continue this intergovernmental cooperative with NWCDS and to renew its subscription to JEMS;

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 of Wheeling's subscription to the Joint Emergency Management System is hereby renewed in the amount of \$33,857.58 for FY 2026.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Northwest Central Dispatch System
 1975 East Davis Street
 Arlington Heights., IL 60005-2854

Invoice

Date	Invoice #
12/1/2025	9884

Bill To
Village of Wheeling Attn: Jon Sfondilis 2 Community Boulevard Wheeling, IL 60090

P.O. No.	Due Date	Terms	Project
	12/31/2025	Net 30	

Qty	Description	Rate	Amount
1	January, 2026 Member Assessment (\$198,819.87 annually)	16,568.3225	16,568.32
		Total	\$16,568.32
		Payments/Credits	\$0.00
		Balance Due	\$16,568.32

**JEMS SUBSCRIPTION AGREEMENT—
NWCDs Members**

THIS AGREEMENT (“Subscription Agreement”) is made, entered into, and effective on this 3rd day of December, 2020 (“Effective Date”), by and between the Northwest Central Dispatch System, an intergovernmental cooperative, (“NWCDs”), and the Village of Wheeling (“Subscriber”).

WITNESSETH

WHEREAS, the Subscriber wishes to participate in the JOINT EMERGENCY MANAGEMENT SERVICE PROGRAM of the NWCDs (“JEMS Program”) and expressly desires to adhere to the JEMS Program Bylaws adopted September 17, 2020 and as amended from time to time by the NWCDs Board of Directors,

NOW THEREFORE, the parties agree as follows:

1. Incorporation of JEMS Bylaws.

- A. The JEMS Program Bylaws adopted September 17, 2020, and as may be amended from time to time by the NWCDs Board of Directors (“JEMS Bylaws”), are hereby expressly incorporated into this Agreement. Any such amendments to the JEMS Bylaws once adopted shall be in full force and effect in this Subscription Agreement without further action by the parties.
- B. Those terms defined in the JEMS Bylaws shall have the same meaning in this Subscription Agreement as set forth in the JEMS Bylaws.
- C. In the event of a conflict between this Subscription Agreement and the JEMS Bylaws, the JEMS Bylaws shall control.

2. Participation in Program

Subscriber agrees to abide by the JEMS Bylaws for the duration of this Subscription Agreement. Subscriber expressly agrees to designate members to the JEMS Board and any committees or subcommittees thereof all in accordance with the JEMS Bylaws.

3. Invoicing and Payment.

- A. The Subscriber hereby agrees to pay all subscription fees and other subscriber costs as may be assessed by the JEMS Board. All payment shall be made on or before the due date set by the JEMS Board.
- B. Subscriber understands and agrees that non-payment of subscription fees and other subscriber costs is a material breach of this Subscription Agreement and is grounds for

withholding the services provided under the JEMS program in addition to any other relief the NWCDs may have available to it.

4 . Duty to Cooperate

The Parties understand that this Subscription Agreement is an intergovernmental agreement. Accordingly, both parties agree to cooperate in all respects in the provision and receipt of services hereunder, including but not limited to the management of the JEMS Program, the record keeping requirements of the JEMS Program, the staffing of the JEMS Program and the costs and payment obligations of the JEMS Program.

5 . Notices.

- A. All notices required to be given under these bylaws shall be given by hand delivery, First Class U.S. Mail or national overnight courier addressed as follows:

If to the JEMS Board:

Executive Director
Northwest Central Dispatch System
1975 East Davis Street
Arlington Heights IL 60005

If to Subscriber:

- B. Notices shall be deemed given as set forth in the JEMS Bylaws.

6 . Governing Law and Venue

This Agreement shall be governed by the laws of the State of Illinois. Jurisdiction over the parties and the venue for all disputes under this Subscription Agreement or the JEMS Bylaws shall be in the Circuit Court of Cook County, Illinois.

7 . Amendments & Waivers.

Except for a duly adopted amendment to the JEMS Bylaws, this Agreement may not be amended, modified or waived in any respect except by written agreement duly and validly authorized, executed and delivered by all of the Parties hereto.

8. Authority of Signatories

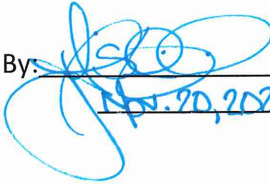
The individual signing on behalf of Subscriber warrants that he/she has all due authority to execute this Subscription Agreement and that Subscriber's governing board has taken all necessary steps to so authorize this Subscription Agreement.

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

NORTHWEST CENTRAL DISPATCH SYSTEM

[SUBSCRIBER]

By:  _____
John Ferraro, Executive Director

By:  _____
Nov. 20, 2020 Jon A. Stordalis
Wheeling
Village Manager



MEMORANDUM

DATE: December 15, 2025
FROM: Jon Sfondilis, Village Manager
SUBJECT: Resolution Approving the Village of Wheeling's Annual Membership in the Northwest Central Dispatch System in the Amount of \$198,819.87 for FY 2026
DOLLAR AMOUNT: \$198,819.87
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

The attached resolution approves payment in the amount of \$198,819.87 to the Northwest Central Dispatch System (NWCDS) for the Village's 2026 member assessment. This is the second year the Village has been a part of NWCDS for police and fire emergency dispatch services. Funds for this membership are allocated in the FY 2026 budget.

MEMO

On January 1, 2025, the Village of Wheeling became a member of the NWCDS for police and fire emergency dispatch services, after withdrawing from the Northwest Central 9-1-1 and Regional Emergency Dispatch systems in 2024. Dispatch services with NWCDS have gone well, and staff is happy with the transition.

The cost of the Village's 2025 annual member assessment is \$198,819.87. Funds are available and have been included in the 2026 annual budget for this service.

RESOLUTION NO. 25 - _____

RESOLUTION APPROVING THE VILLAGE OF WHEELING'S ANNUAL MEMBERSHIP IN THE NORTHWEST CENTRAL DISPATCH SYSTEM IN THE AMOUNT OF \$198,819.87 FOR FY 2026

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

WHEREAS, Article 7, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. of the Illinois Compiled Statutes (1998) authorizes and encourage intergovernmental cooperation; and

WHEREAS, the Village of Wheeling became a participating member of the Joint Northwest Central Dispatch System (NWCDS) Program on January 1, 2025; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the public interest to continue participating in the NWCDS to provide police and fire emergency dispatch services to the Village of Wheeling;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village of Wheeling's membership in the Northwest Central Dispatch System is hereby approved in the amount of \$198,819.87 for FY 2026.

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

President Horcher _____

Trustee Krueger _____

Trustee Ruffatto _____

Trustee Lang _____

Trustee Vito _____

Trustee Papantos _____

Trustee Vogel _____

ADOPTED this 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Northwest Central Dispatch System
 1975 East Davis Street
 Arlington Heights., IL 60005-2854

Invoice

Date	Invoice #
12/1/2025	9884

Bill To
Village of Wheeling Attn: Jon Sfondilis 2 Community Boulevard Wheeling, IL 60090

P.O. No.	Due Date	Terms	Project
	12/31/2025	Net 30	

Qty	Description	Rate	Amount
1	January, 2026 Member Assessment (\$198,819.87 annually)	16,568.3225	16,568.32
		Total	\$16,568.32
		Payments/Credits	\$0.00
		Balance Due	\$16,568.32



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving the Second One-Year Renewal Contract with Alpha Maintenance and Services Inc. for Fire Hydrant Sandblasting and Painting Services in an Amount Not to Exceed \$35,000 for FY 2026
DOLLAR AMOUNT: \$35,000
BUDGETED: Yes
BUDGET SOURCE: General Fund, Water Division
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Community Image

EXECUTIVE SUMMARY

The attached resolution approves the second one-year renewal contract with Alpha Maintenance and Services Inc. in the amount of \$35,000 for fiscal year 2026 for the sandblasting and painting of approximately 360 fire hydrants.

MEMO

Background:

The Village of Wheeling manages a maintenance program for approximately 1,800 fire hydrants, which includes sandblasting existing paint and applying a primer followed by a finish coat of paint. The purpose of this program is to extend the service life of fire hydrants and maintain a high-quality appearance. The need for specialized equipment, coupled with the labor effort involved, makes this program a good candidate for the use of private contractors.

Background:

In September of 2023, Public Works publicly bid for fire hydrant sandblasting and painting. Alpha Maintenance and Services Inc. provided the lowest-cost responsive and responsible bid at a price not to exceed \$95.00 per hydrant. The initial contract term was for one year, with four optional one-year renewals. Alpha Maintenance and Services has provided staff with a proposal for a renewal contract, increasing the cost per hydrant from \$95 per hydrant to \$96 per hydrant in 2026. Fiscal year 2026 will be the second one-year renewal of the contract. Alpha Maintenance and Services Inc. has performed similar hydrant painting work for numerous municipalities in Lake and Cook counties, and has been the Village’s contractor since 2009.

Budget:

Funding is allocated in FY 2026 in the Water operating budget in the amount of \$35,000. This provides 360 fire hydrants to be sandblasted and painted at \$96 per hydrant.

RESOLUTION NO. 25 - _____

RESOLUTION APPROVING THE SECOND ONE-YEAR RENEWAL CONTRACT WITH ALPHA MAINTENANCE AND SERVICES INC. FOR FIRE HYDRANT SANDBLASTING AND PAINTING SERVICES IN AN AMOUNT NOT TO EXCEED \$35,000 FOR FY 2026

WHEREAS, the Village of Wheeling manages a maintenance program for its approximately 1,800 fire hydrants which includes a planned cycle of paint removal by sandblasting, followed by application of primer and finish paint; and

WHEREAS, the program extends the service life of fire hydrants by preventing corrosion, and makes them more aesthetically pleasing; and

WHEREAS, Public Works advertised and received bids in September 2023, and awarded a contract to Alpha Maintenance and Services Inc. of Chicago, Illinois for a one-year total of \$34,200; and

WHEREAS, Alpha Maintenance and Services has provided staff with a proposal for a renewal contract increasing the cost per hydrant from \$95 to \$96 in 2026; and

WHEREAS, funding is allocated annually by the Utility Division for the required work; and

WHEREAS, Alpha Maintenance and Services Inc. has performed this work for the Village since 2009 and has provided good quality work and professional services;

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 the second one-year renewal contract with Alpha Maintenance and Services, Inc. for Fire Hydrant Sandblasting and Painting Services in an amount not to exceed \$35,000 during FY 2026.

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 15th day of December, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk

Alpha Maintenance and Services Inc.
9820 Haegers Bend Rd, Algonquin IL
Email: dkorkofigas@gmail.com
Phone: 8476367052

2026 Fire Hydrant Painting Proposal

August 1, 2025

To: Village of Wheeling
Public Works Department
Re: Hydrant painting

Scope: Sandblast, prime and paint fire hydrants in various areas in the village of wheeling during the fiscal year of 2026.

We propose to provide labor, equipment and material for the completion of the work as outlined above.

Cost per hydrant:**\$96.00**

Please do not hesitate to contact us with any questions or requests for more information.
Thank you for the opportunity to submit a proposal.

Sincerely,

Dimitrios Korkofigas

VILLAGE OF WHEELING
Fire Hydrant Painting

CONTRACT DOCUMENT

This agreement is made on this 15th day of December 2025 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Alpha Maintenance and Service Inc. hereinafter to as (the "Contractor") and its successors.

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

Sandblasting and painting fire hydrants

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 Fire Hydrant Painting and Sandblasting 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 8/1/2025.
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 \$35,000 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 15th day of December 2025.

Patrick Horcher
Village President

Attest:

Kathleen Brady
Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving the Capital Improvement Plan for the Five-Year Period of Fiscal Year 2026 through 2030
DOLLAR AMOUNT: \$23,841,464
BUDGETED: Yes
BUDGET SOURCE: Various
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

Public Works staff has prepared the Capital Improvement Plan (CIP) summary of projects and probable cost sheets for FY 2026 through 2030. The funded projects for FY 2026 were included in the recent Village budget proposal, and the remaining unfunded but anticipated projects for the succeeding four fiscal years were presented to the Village Board at the November 17, 2025 regular meeting.

MEMO

Background:

The FY 2026–2030 Public Works CIP constitutes a comprehensive presentation of the Village’s commitment to its current and future infrastructure management program. As such, it includes an inventory of all likely and anticipated capital improvement projects within the Village during the next five fiscal years. It incorporates the upcoming fiscal year projects in the FY 2026 budget proposal and formulates a proposed plan for four additional fiscal years’ worth of projects. The CIP was first presented, reviewed, and discussed by the President and Board of Trustees at the November 17, 2025 Board meeting.

Discussion:

The FY 2026 Capital Improvement Program contains an expenditure level of **\$23,841,464**.

The FY 2026–2030 Capital Improvement Program contains a planned expenditure level of **\$74,090,051**.

To convey a better understanding of the CIP projects, each is briefly described on a Project Description Worksheet. The CIP represents the Village Board’s continued commitment to the design, construction, major maintenance, and construction inspection of the Village’s current and future capital infrastructure and facilities.

Consistent with the past several years, the CIP is ambitious and costly, but attainable. The CIP proposes a similar mix of funding sources utilized in the past, but without the issuance of a debt instrument of any type. Historically, public comment has urged increased investment in infrastructure facilities such as roadways, sidewalks, and stormwater management, due to the direct positive impact these improvements have on residents, business owners, and property values.

Public Works management and consulting engineers are also aware of the factors that affect the timing and approval of proposed public projects, including the life of the asset, critical needs, financial planning, and overall economic conditions. The optimal funding source mix for each project is evaluated singly and in combination with others, and often depends on the factors previously stated.

Decisions related to the identification of worthy projects, as well as the recommended priority and timing, are made according to a combination of input from consultants and virtually all Village departments, with particular emphasis on Public Works maintenance personnel who are aware of the infrastructure needs of the community.

Through implementation of the CIP, Wheeling can be assured that to the extent possible, major asset construction requirements will not be deferred to the point that the Village Board is pressured to urgently construct, maintain, or replace a capital facility. This document is intended to be a guide and informative reference document in order to protect, preserve, and promote community standards.

RESOLUTION NO. 25-_____

RESOLUTION APPROVING THE CAPITAL IMPROVEMENT PLAN FOR THE FIVE-YEAR PERIOD OF FISCAL YEAR 2026 THROUGH 2030

WHEREAS, the Village has annually adopted a Capital Improvement Plan (CIP) which serves as the primary tool to plan for the major capital requirements, priorities, and projects of the Village over the next five-year period; and

WHEREAS, the Public Works Department has prepared a draft CIP for the period of FY 2026 through FY 2030, which was presented to the President and Board of Trustees for consideration at the regular Village Board meeting on November 17, 2025; and

WHEREAS, projects in FY 2026 (the initial year) of the CIP are identified and selected in the CIP based on priorities and available funding levels in various funds and accounts as contained in the Village’s FY 2026 Operating Budget; and

WHEREAS, the CIP for the subsequent four (4) years serves as a planning guideline for the community, the Village Board, and Village staff for planning purposes, and does not represent a commitment to a funding level for any specific project; and

WHEREAS, each project for the subsequent four (4) years is subject to further annual review and revision;

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 Capital Improvement Plan for FY 2026 through FY 2030 is hereby adopted, represents the Village of Wheeling’s policy for investment in public capital projects, and serves as the preliminary guideline for the preparation of budget plans for the fiscal year beginning January 1, 2026 and subsequently for the 2026 fiscal year and beyond.

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 15th day of December 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
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)								
SSES 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	725,000	-	-	-	-	725,000
Streetlight Replacement Program*	CI-16	8	45,000	-	-	-	-	45,000
TIF, North Capital Imp (3910) Total			2,220,000	-	-	-	-	2,220,000
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			23,841,464	15,991,117	9,694,965	9,786,313	14,776,192	74,090,051

* Multiple Funding Sources



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution for Improvement Under the Illinois Highway Code (Section 25-00000-00-GM, 2026 Motor Fuel Tax General Maintenance Program Appropriation)
DOLLAR AMOUNT: 270,000
BUDGETED: Yes
BUDGET SOURCE: Motor Fuel Tax
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The attached resolution is required by the Illinois Department of Transportation (IDOT) to appropriate Motor Fuel Tax (MFT) funds for the costs associated with the Village's annual general street maintenance operations for FY 2026.

Background:

On an annual basis, the Village, under the oversight of IDOT, appropriates MFT funds to fund the costs of various Street/Forestry Division roadway maintenance operations, including:

- salt and calcium chloride for snow and ice control;
- streetlight energy and maintenance;
- traffic signal maintenance;
- sign materials; and
- emergency vehicle preemption

The Village FY 2026 MFT budget has allocated \$270,000 for the program to perform and pay for general maintenance relative to Village streets.

Discussion:

The attached resolution forms the legal basis for allowing the Village to appropriate MFT dollars to fund the general maintenance of its streets, pursuant to IDOT's administration of municipal MFT expenditures. The submittal of this resolution to IDOT for approval will be accompanied by IDOT's "Estimate of Maintenance Costs" form. Upon IDOT's receipt of this maintenance resolution and maintenance estimate, IDOT will authorize the municipality to expend MFT funds for general maintenance up to the \$270,000 budget amount. The "Estimate of Maintenance Costs" application form functions as a plan for spending these MFT dollars.



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Cook, 25-, Original, 26-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Wheeling Illinois that there is hereby appropriated the sum of two hundred seventy thousand and 00/100 Dollars (\$270,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 to 12/31/26

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Wheeling shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kathryn M. Brady Village Clerk in and for said Village of Wheeling in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Wheeling at a meeting held on 12/15/25

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of December, 2025

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Village of Wheeling	Cook	26-00000-00-GM	01/01/26	12/31/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Snow & Ice control	IIA	No	Ld Calcium Chloride	Gal	4,761	\$0.63	\$2,999.43	\$3,000.00
	IIA	No	Salt Brine	Gal	12,120	\$0.66	\$7,999.20	\$8,000.00
	I	No	Road Salt	Ton	1,363	\$73.34	\$99,962.42	\$100,000.00
2. Traffic Signal Maintenance	IIA	No	IDOT (Village Share)	Qtr	4	\$6,200.00	\$24,800.00	\$25,000.00
			Cook County (Village Share)	QTR	4	\$3,700.00	\$14,800.00	\$14,800.00
			Village Contract	Mo	12	\$426.52	\$5,118.24	\$5,200.00
3. Street Light Maintenance	I	No	Repair materials	LS	1	\$15,000.00	\$15,000.00	\$15,000.00
			ComEd Energy Cost	Mo	12	\$5,000.00	\$60,000.00	\$60,000.00
4. Sign Materials	III	No	Sign Materials	LS	1	\$25,000.00	\$25,000.00	\$25,000.00
5. Emergency Vehicle Preemption	I	No	Emergency Vehicle Preemption	LS	1	\$14,000.00	\$14,000.00	\$14,000.00
Total Operation Cost								\$270,000.00

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Wheeling	Cook	26-00000-00-GM	01/01/26	12/31/26

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$270,000.00			\$270,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$270,000.00			\$270,000.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$270,000.00			\$270,000.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Village President

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

IDOT Department Use Only

Received Location Received Date Additional Location?

WMFT Entry By Entry Date



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving WEX Fuel Cards for Fueling Village Vehicles and Equipment in an Amount Not to Exceed \$365,000
DOLLAR AMOUNT: \$365,000
BUDGETED: Yes
BUDGET SOURCE: All Departments
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The attached resolution approves a FY 2026 expenditure authorization for the purchase of gasoline and diesel fuel at local gas stations through the use of WEX Fuel Cards. These purchases will take place during the time that the Village's onsite fuel tanks are replaced, estimated to occur from December 2025 through autumn 2026.

MEMO

Background

In October 2025, the Office of the State Fire Marshall (OSFM) informed staff that the Village's onsite fuel tanks had failed inspection due to a leak into the interstitial space between the two tank hulls; the OSFM gave the Village sixty days to remove these tanks from service. The tanks contain enough fuel for the fleet to continue their use until December 15, at which time the fuel island will not be in service until it has been completely removed and replaced. Staff anticipates the fuel tanks will be out of service through autumn 2026.

Discussion

Each year staff requests that the Board of Trustees approve spending authority to purchase all fleet fuel through a provider, who then delivers the unleaded and diesel fuel to the Village-owned fuel tanks at the Public Works facility. While the Village of Wheeling utilizes this onsite fueling station for fleet fueling operations, staff has in place a backup process for fueling Village vehicles in instances where the fuel island is out of service or if a vehicle is used to travel distances out of range of refueling locally. Since December 1, 2017, the Village has had an agreement with WEX Government Fleet cards, which acts as a fuel credit card that can be used at local gas stations; WEX provides dedicated government fleet cards for state and local agencies through state contracts and holds a contract for fuel purchases in the State of Illinois to provide these fuel products through a previously-bid contract.

Starting in January, staff will work with engineering consultant Integrity Environmental Services, Inc. to design an above-ground fuel tank replacement. This design will require an amendment to the Village Municipal Code to allow an above-ground tank to be utilized, which staff will prepare for Board review in the coming weeks. Once the design has been approved by the Village and the State, the Village will bid the project, award the work, and order the replacement tanks and pumps. During this time, all fueling operations for fleet users will be transitioned to the use of Village-issued WEX cards at local gas stations. This project will most likely be completed during the autumn of 2026. Staff seeks Board approval to expend funds allocated for fuel in the FY 2026 budget through the WEX program rather than purchasing the fuel from the delivery service until the project is complete.

Budget

During the past several years, the average fuel usage has been approximately 96,000 gallons; this estimate is for a full year of fuel purchases at the price as of 12/5/2025. Staff estimates that less than the approved amount of \$365,000 will be used, as the internal fuel island is expected to be in service in the autumn of 2026.

Type	Average Gallons	Price 12.5.2025	Total
Gasoline	60,000	\$3.21	\$192,600
Diesel	36,000	\$3.99	\$143,640
Total	96,000		\$363,240

The 2026 operating budget has funds allocated across all departments for the gasoline and diesel fuel purchase and expenditures are expected to stay within budget.

RESOLUTION NO. 25- _____

RESOLUTION APPROVING WEX FUEL CARDS FOR FUELING VILLAGE VEHICLES AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$365,000

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, during an upcoming fuel tank replacement project, the Village of Wheeling will not have access to its Village-owned fuel pumps; and

WHEREAS, the Village of Wheeling entered into an agreement with WEX Bank for fueling cards on December 1, 2017; and

WHEREAS, it is in the best interest of the Village of Wheeling to approve expenditures in an amount not to exceed \$365,000 for the purchase of fuel from local gas stations through the WEX program in FY2026;

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 approve a \$365,000 expenditure for the purchase of gasoline and diesel fuel at local gas stations with WEX Fuel Cards.

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 15th day of December, 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Accepting and Approving a Contract with EarthWerks Land Improvement & Development Corp. for the Wheeling Drainage Ditch Stabilization Project in an Amount Not to Exceed \$2,098,209
DOLLAR AMOUNT: 2,098,209
BUDGETED: Yes
BUDGET SOURCE: Town Center-II TIF
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The Wheeling Drainage Ditch between Northgate Parkway and Dundee Road is eroding and in need of stabilization. The attached resolution approves a contract with EarthWerks Land Improvement & Development Corp. for the Wheeling Drainage Ditch Stabilization Project in an amount not to exceed \$2,098,209.00. This project is eligible for Tax Increment Financing (TIF), and funds are available in the Town Center-II TIF District.

MEMO

Background

The Wheeling Drainage Ditch between Northgate Parkway and Dundee Road is eroding and in need of stabilization. This project includes the construction of gabion baskets and other stabilization measures to prevent erosion of the streambank. The Village was awarded an Illinois Environmental Protection Agency (IEPA) grant to offset the cost of the project. Public Works contracted with Hampton, Lenzini & Renwick Inc., consulting engineers, for the design.

Discussion

A request for public bids was advertised on November 19, 2025, and eight bids were received and opened on December 9, 2025. The bids ranged from \$2,098,209.00 to \$5,477,578.99.

EarthWerks Land Improvement & Development Corp. is the lowest-cost qualified and responsible bidder meeting all contract requirements. The project is estimated to start in early 2026 and be completed by the fall of 2026. Traffic will be minimally impacted during construction.

Budget

Town Center-II TIF Funds in the amount of \$2,401,000 have been allocated for this project in FY 2026. This project was awarded an IEPA 319 grant that will cover 60 percent of the project cost up to \$1,636,860.

RESOLUTION NO. 25 - _____

RESOLUTION ACCEPTING AND APPROVING A CONTRACT WITH EARTHWERKS LAND IMPROVEMENT & DEVELOPMENT CORP. FOR THE WHEELING DRAINAGE DITCH STABILIZATION PROJECT IN AN AMOUNT NOT TO EXCEED \$2,098,209

WHEREAS, the Wheeling Drainage Ditch between Northgate Parkway and Dundee Road is eroding and in need of stabilization; and

WHEREAS, the Village's 2026 Capital Improvement Plan (CIP) includes funding for the Wheeling Drainage Ditch Stabilization Project; and

WHEREAS, a request for public bids was advertised on November 19, 2025, and eight (8) bids were received and opened on December 9, 2025, ranged in cost from \$2,098,209.00 to \$5,477,578.99; and

WHEREAS, consultant engineer Hampton, Lenzini & Renwick Inc. and Public Works staff reviewed the bids and determined that EarthWerks Land Improvement & Development Corp. of Lisle, Illinois, was the lowest-cost qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept and approve the bid from EarthWerks Land Improvement & Development Corp. for the Wheeling Drainage Ditch Stabilization Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized to execute a contract with EarthWerks Land Improvement & Development Corp. in an amount not to exceed \$2,098,209 for the Wheeling Drainage Ditch Stabilization Project.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hltrengineering.com

December 9th, 2025

Kevin Pelli
Village of Wheeling – Engineering Coordinator
2 Community Boulevard
Wheeling, IL 60090

Re: Bid QuestCDN # 9064479
Wheeling Drainage Ditch Stabilization

Dear Kevin,

The bid opening for the Wheeling Drainage Ditch Stabilization project was held on December 9th, 2025, at 9:00 a.m. CT. Eight bids were received. Earthwerks Land Improvement and Development Corporation of Lisle, Illinois was the apparent low bidder with a bid of \$2,098,209.00. Total prices for each of the bidders are as follows:

Bidder	Total Bid Price
EarthWerks Land Improvement & Development Corp	\$2,098,209.00
Martam Construction, Inc.	\$2,789,161.00
Baxter & Woodman, Inc.	\$3,119,681.50
V3 Construction Group	\$3,317,000.00
Copenhaver Construction, Inc.	\$3,385,530.00
Resource Environmental Solutions, LLC	\$3,832,317.16
Alliance Contractors Inc.	\$5,407,044.10
KLF Enterprises INC	\$5,477,578.99

HLR reviewed the bid submitted by Earthwerks Land Improvement and Development Corporation and found it to be acceptable. According to their submittal they have the appropriate qualifications and capacity to complete the work according to the plans, specifications, and schedule. HLR recommends that the Village of Wheeling award a contract to Earthwerks Land Improvement and Development Corporation in the amount of \$2,098,209.00.

The anticipated start of construction is January of 2026. The substantial completion date is November 1st, 2026.

At the request of the Village, HLR will participate in the scheduled preconstruction meeting.

If you have any questions, please feel free to contact me at 847-697-6700 or at kkasch@hlreng.com.

Sincerely,

Hampton, Lenzini and Renwick, Inc.

Kate Kasch Schulstad
Project Manager

VILLAGE OF WHEELING

Wheeling Drainage Ditch Stabilization Project

CONTRACT DOCUMENT

This agreement is made this 15th day of December, 2025 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (EarthWerks Land Improvement & Development Corp) hereinafter to as (the "Contractor") and its successors.

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

installing gabions, stone riprap revetment, floodplain benching, native seed, and rock riffles along the banks of Wheeling Drainage ditch from Northgate Parkway to Dundee Road. The improvements begin at 10+00 and end at 34+00.

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 Wheeling Drainage Ditch Stabilization Project , 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 December 9, 2025.
 - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of **\$2,098,209** paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 150 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 _____, 20__.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 20__.

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk

Wheeling Drainage Ditch Stabilization Project (#9064479)

Owner: Village of Wheeling

Solicitor: Village of Wheeling, IL

12/09/2025 09:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate Unit Price	Extension	EarthWerks Land Improvement & Development Corp Unit Price	Extension
Base Bid							\$0.00		\$2,098,209.00
	1	20200100	EARTH EXCAVATION	CU YD	9725			\$40.00	\$389,000.00
	2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	500			\$10.00	\$5,000.00
	3	20700220	POROUS GRANULAR EMBANKMENT	CU YD	2000			\$50.00	\$100,000.00
	4	21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	14399			\$3.00	\$43,197.00
	5	25000100	SEEDING, CLASS 1	ACRE	0.3			\$5,000.00	\$1,500.00
	6	25000210	SEEDING, CLASS 2A	ACRE	0.1			\$5,000.00	\$500.00
	7	25100630	EROSION CONTROL BLANKET	SQ YD	16088			\$2.00	\$32,176.00
	8	28000400	PERIMETER EROSION BARRIER	FOOT	600			\$3.00	\$1,800.00
	9	28100105	STONE RIPRAP, CLASS A3	SQ YD	31			\$100.00	\$3,100.00
	10	28100209	STONE RIPRAP, CLASS A5	TON	2213			\$150.00	\$331,950.00
	11	28400100	GABIONS	CU YD	3042			\$200.00	\$608,400.00
	12	54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1			\$2,800.00	\$2,800.00
	13	67100100	MOBILIZATION	L SUM	1			\$100,000.00	\$100,000.00
	14	Z0013796	SEDIMENT CONTROL, STABILIZED CONSTRUCTION ENTRANCE	SQ YD	450			\$10.00	\$4,500.00
	15	15	CONSTRUCTION LAYOUT	L SUM	1			\$1,000.00	\$1,000.00
	16	Z0018100	DRAINAGE STRUCTURE ADJUSTMENT (SPECIAL)	EACH	3			\$400.00	\$1,200.00
	17	Z0055905	TEMPORARY CONSTRUCTION FENCE	FOOT	4428			\$2.00	\$8,856.00
	18	K0013030	PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG	UNIT	10260			\$8.00	\$82,080.00
	19	X0426200	DEWATERING	L SUM	1			\$15,000.00	\$15,000.00
	20	X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	525			\$70.00	\$36,750.00
	21	X5010523	REMOVE CONCRETE END SECTION	EACH	1			\$400.00	\$400.00
	22	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1			\$1,000.00	\$1,000.00
	23	23	TREE REMOVAL	L SUM	1			\$300,000.00	\$300,000.00
	24	24	WETLAND SEEDING	ACRE	0.5			\$10,000.00	\$5,000.00
	25	25	MESIC SEEDING	ACRE	2.5			\$6,000.00	\$15,000.00
	26	26	EDUCATIONAL SIGNAGE	L SUM	1			\$8,000.00	\$8,000.00
Base Bid Total:							\$0.00		\$2,098,209.00

Martam Construction, Inc.		Baxter & Woodman, Inc.		V3 Construction Group		Copenhaver Construction, Inc.		Resource Environmental Solutions, LLC	
Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	\$2,789,161.00		\$3,119,681.50		\$3,317,000.00		\$3,385,530.00		\$3,832,317.16
\$63.00	\$612,675.00	\$48.00	\$466,800.00	\$49.25	\$478,956.25	\$65.00	\$632,125.00	\$59.00	\$573,775.00
\$63.00	\$31,500.00	\$165.00	\$82,500.00	\$87.30	\$43,650.00	\$65.00	\$32,500.00	\$75.30	\$37,650.00
\$54.00	\$108,000.00	\$145.00	\$290,000.00	\$75.80	\$151,600.00	\$71.00	\$142,000.00	\$131.60	\$263,200.00
\$11.00	\$158,389.00	\$28.50	\$410,371.50	\$8.80	\$126,711.20	\$6.00	\$86,394.00	\$14.70	\$211,665.30
\$5,000.00	\$1,500.00	\$3,800.00	\$1,140.00	\$33,000.00	\$9,900.00	\$10,000.00	\$3,000.00	\$6,400.00	\$1,920.00
\$6,000.00	\$600.00	\$5,500.00	\$550.00	\$44,000.00	\$4,400.00	\$15,000.00	\$1,500.00	\$8,673.00	\$867.30
\$2.50	\$40,220.00	\$5.25	\$84,462.00	\$2.50	\$40,220.00	\$2.00	\$32,176.00	\$2.89	\$46,494.32
\$4.00	\$2,400.00	\$4.00	\$2,400.00	\$4.30	\$2,580.00	\$5.00	\$3,000.00	\$4.80	\$2,880.00
\$85.00	\$2,635.00	\$125.00	\$3,875.00	\$90.00	\$2,790.00	\$130.00	\$4,030.00	\$112.00	\$3,472.00
\$126.00	\$278,838.00	\$155.00	\$343,015.00	\$123.75	\$273,858.75	\$110.00	\$243,430.00	\$149.00	\$329,737.00
\$292.00	\$888,264.00	\$180.00	\$547,560.00	\$361.80	\$1,100,595.60	\$490.00	\$1,490,580.00	\$407.00	\$1,238,094.00
\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00	\$6,250.00	\$6,250.00	\$3,000.00	\$3,000.00	\$4,800.00	\$4,800.00
\$140,000.00	\$140,000.00	\$100,000.00	\$100,000.00	\$55,000.00	\$55,000.00	\$215,000.00	\$215,000.00	\$114,900.00	\$114,900.00
\$36.00	\$16,200.00	\$30.00	\$13,500.00	\$68.00	\$30,600.00	\$40.00	\$18,000.00	\$48.00	\$21,600.00
\$1,000.00	\$1,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00
\$1,200.00	\$3,600.00	\$3,750.00	\$11,250.00	\$1,900.00	\$5,700.00	\$2,500.00	\$7,500.00	\$5,700.00	\$17,100.00
\$7.00	\$30,996.00	\$3.00	\$13,284.00	\$4.60	\$20,368.80	\$5.00	\$22,140.00	\$3.58	\$15,852.24
\$4.40	\$45,144.00	\$6.15	\$63,099.00	\$9.85	\$101,061.00	\$8.00	\$82,080.00	\$5.45	\$55,917.00
\$202,000.00	\$202,000.00	\$150,000.00	\$150,000.00	\$699,885.90	\$699,885.90	\$150,000.00	\$150,000.00	\$771,200.00	\$771,200.00
\$32.00	\$16,800.00	\$40.00	\$21,000.00	\$92.90	\$48,772.50	\$55.00	\$28,875.00	\$60.00	\$31,500.00
\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$700.00	\$700.00	\$900.00	\$900.00
\$60,000.00	\$60,000.00	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$110,000.00	\$110,000.00	\$7,740.00	\$7,740.00
\$112,000.00	\$112,000.00	\$430,000.00	\$430,000.00	\$47,000.00	\$47,000.00	\$30,000.00	\$30,000.00	\$46,800.00	\$46,800.00
\$13,000.00	\$6,500.00	\$8,750.00	\$4,375.00	\$13,900.00	\$6,950.00	\$10,000.00	\$5,000.00	\$9,386.00	\$4,693.00
\$9,600.00	\$24,000.00	\$5,800.00	\$14,500.00	\$13,900.00	\$34,750.00	\$7,000.00	\$17,500.00	\$6,064.00	\$15,160.00
\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$3,700.00	\$3,700.00	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00
	\$2,789,161.00		\$3,119,681.50		\$3,317,000.00		\$3,385,530.00		\$3,832,317.16

Alliance Contractors Inc.		KLF Enterprises INC	
Unit Price	Extension	Unit Price	Extension
	\$5,407,044.10		\$5,477,578.99
\$10.00	\$97,250.00	\$165.62	\$1,610,654.50
\$10.00	\$5,000.00	\$200.49	\$100,245.00
\$67.00	\$134,000.00	\$279.81	\$559,620.00
\$10.40	\$149,749.60	\$13.44	\$193,522.56
\$4,000.00	\$1,200.00	\$5,500.00	\$1,650.00
\$4,800.00	\$480.00	\$8,800.00	\$880.00
\$2.30	\$37,002.40	\$2.48	\$39,898.24
\$3.80	\$2,280.00	\$4.00	\$2,400.00
\$71.00	\$2,201.00	\$490.88	\$15,217.28
\$75.00	\$165,975.00	\$112.97	\$250,002.61
\$1,413.00	\$4,298,346.00	\$704.00	\$2,141,568.00
\$1,200.00	\$1,200.00	\$10,000.00	\$10,000.00
\$328,475.00	\$328,475.00	\$180,000.00	\$180,000.00
\$5.00	\$2,250.00	\$23.00	\$10,350.00
\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
\$500.00	\$1,500.00	\$2,500.00	\$7,500.00
\$4.70	\$20,811.60	\$4.00	\$17,712.00
\$4.15	\$42,579.00	\$9.63	\$98,803.80
\$1.00	\$1.00	\$85,000.00	\$85,000.00
\$68.30	\$35,857.50	\$50.00	\$26,250.00
\$1.00	\$1.00	\$7,500.00	\$7,500.00
\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
\$24,500.00	\$24,500.00	\$50,000.00	\$50,000.00
\$12,070.00	\$6,035.00	\$7,535.00	\$3,767.50
\$8,740.00	\$21,850.00	\$4,015.00	\$10,037.50
\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
	\$5,407,044.10		\$5,477,578.99



MEMORANDUM

DATE: December 15, 2025
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Proposal from Hampton, Lenzini & Renwick Inc. to Provide Construction Engineering Inspections for the Wheeling Drainage Ditch Stabilization Project in an Amount Not to Exceed \$281,640
DOLLAR AMOUNT: 281,640
BUDGETED: Yes
BUDGET SOURCE: Town Center-II TIF Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a \$281,640 professional services agreement with Hampton, Lenzini & Renwick Inc. to provide construction engineering services for the Wheeling Drainage Ditch Stabilization Project. This project is eligible for Tax Increment Financing (TIF), and funds are available in the Town Center-II TIF District.

MEMO

Background

The Wheeling Drainage Ditch between Northgate Parkway and Dundee Road is eroding and in need of stabilization. This project includes installing gabions, stone riprap revetment, floodplain benching, placement of native seed, and rock riffles along the banks. The Village was awarded an Illinois Environmental Protection Agency (IEPA) Grant to offset the cost of the project. Public Works contracted Hampton, Lenzini & Renwick Inc. as consulting engineers to design this project.

Discussion

Public Works personnel do not have the ability to perform all required engineering inspection services necessary for the numerous projects contracted during a given fiscal year. On this project, technical engineering inspections and detailed IEPA grant documentation are required for the subject construction work. Hampton, Lenzini & Renwick Inc. designed this project and has performed construction engineering services on previous Village projects, including the Village Hall Improvement Project in 2025, and Public Works staff are confident Hampton, Lenzini & Renwick Inc. will perform well on this project.

Budget

Town Center-II TIF funds in the amount of \$202,100 are budgeted for these services during FY2026. While the cost of this contract is over budget, the Village will be reimbursed 60% through the IEPA 319 Grant, and the total cost to the Village should not exceed our \$112,656.00 contribution. The IEPA 319 Grant reimburses after the project is complete, so the upfront cost will be \$281,640.00.

RESOLUTION NO. 25- _____

RESOLUTION APPROVING A PROPOSAL FROM HAMPTON, LENZINI & RENWICK INC. TO PROVIDE CONSTRUCTION ENGINEERING INSPECTIONS FOR THE WHEELING DRAINAGE DITCH STABILIZATION PROJECT IN AN AMOUNT NOT TO EXCEED \$281,640

WHEREAS, the Wheeling Drainage Ditch Stabilization Project will take place between Northgate Parkway and Dundee Road; and

WHEREAS, given the extensive and complicated scope of work for these improvements, and Illinois Environmental Protection Agency (IEPA) documentation requirements, Public Works has determined that it is necessary for a qualified consulting firm to be retained to provide construction supervision for the specified improvements; and

WHEREAS, Hampton, Lenzini & Renwick Inc. designed this project, and Public Works staff is confident in its abilities to perform associated construction engineering services; and

WHEREAS, it is in the best interest of the Village to accept the submitted construction engineering services agreement with Hampton, Lenzini & Renwick Inc., for the Wheeling Drainage Ditch Stabilization Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized and directed to execute a contract with Hampton, Lenzini & Renwick Inc. for construction engineering services for the Wheeling Drainage Ditch Stabilization Project in an amount not to exceed \$281,640.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



December 10, 2025

Mr. Daniel Kaup
 Public Works Director
 Village of Wheeling
 77 West Hintz Road
 Wheeling, IL 60090

Re: Construction Engineering Services – Wheeling Drainage Ditch

Dear Mr. Kaup,

We prepared this letter to serve as the agreement between the Village of Wheeling (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for construction engineering services requested relative to Wheeling Drainage Ditch project.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B, appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

All of the above services are to be performed in conformance with the requirements of the Village of Wheeling.

It is our understanding that construction engineering services are not being provided for any site work that is outside the limits of the public right-of-way or easements dedicated for public use. All services relative to installation of utilities outside the right-of-way and leading to proposed buildings is to be provided by others.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

Copies of the executed contract with the awarded contractor and insurance policies

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2026 Rates
PRINCIPAL	\$245.00
ENGINEER 6	\$230.00
ENGINEER 5	\$215.00
ENGINEER 4	\$200.00
ENGINEER 3	\$185.00
ENGINEER 2	\$155.00
ENGINEER 1	\$140.00
STRUCTURAL 2	\$250.00
STRUCTURAL 1	\$215.00
TECHNICIAN 3	\$180.00
TECHNICIAN 2	\$145.00
TECHNICIAN 1	\$120.00
INTERN/TEMPORARY	\$80.00
LAND ACQUISITION	\$185.00
SURVEY 2	\$190.00
SURVEY 1	\$135.00
ENVIRONMENTAL 3	\$200.00
ENVIRONMENTAL 2	\$155.00
ENVIRONMENTAL 1	\$120.00
ADMINISTRATION 2	\$160.00
ADMINISTRATION 1	\$105.00

These rates will remain in effect through December 31, 2026. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2027.

At this time, we estimate the cost of our services will not exceed \$281,640. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability

whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name	Dan Kaup
Title	Public Works Director
Address	77 West Hintz Road Wheeling, IL 60090
Office Phone	847.279.6901
E-mail	dkaup@wheelingil.gov

For the Consultant:

Name	Ryan Livingston
Title	(Principal in Charge)
Address	1707 N. Randall Road, Suite 100 Elgin, IL 60123
Office Phone	847.697.6700
Cell Phone	847.254.5231
E-mail	rlivingston@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Confidential Communications

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Construction Observation

The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.

The Consultant shall not supervise, direct, or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not

guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Contractor Insurance and Indemnity Requirements

The Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant, and its sub-consultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant, and its sub-consultants from and against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement

This Agreement, comprising pages 1 through 11 and Exhibits A is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Opinions of Probable Construction Cost (Engineer's Estimate)

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Quality Control

The Consultant agrees to maintain written quality control procedures for the general guidance of its staff in providing services under this Agreement. Such procedures may be modified by the Consultant from time to time as appropriate to the Consultant's professional practice. The Consultant shall utilize these quality-control procedures to the extent practicable in rendering services in accordance with the standard of professional care.

Record Documents

Upon completion of the Work, the Consultant shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders, and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties which the Consultant shall assume will be reliable, the Consultant cannot and does not warrant their accuracy.

Requests for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable

promptness, respond to such Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents, or is reasonably inferable from them, the Contractor shall be responsible to the Client for all reasonable costs charged by the Consultant to the Client for the Additional Services required to provide such information.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Shop Drawing Review

The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Supplanting of Former Consultant

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use of any documents prepared or provided by the Client or any prior consultant of the Client's. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the supplanting Consultant and that the Client has the right to provide such documents to the supplanting Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

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

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Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

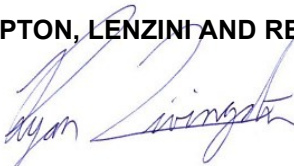
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with the (Client's) approval, please have the proper (Village, City, County, Company) officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our (Elgin) office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

A handwritten signature in blue ink that reads "Ryan Livingston". The signature is written in a cursive style and is positioned above the printed name.

Ryan Livingston, PE
Vice President

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ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Wheeling for construction engineering services set forth above.

By _____
Title Jon A. Sfondilis, Village Manager

_____ Date

ATTEST:

By _____
Title Kathryn M. Brady, Village Clerk

**EXHIBIT A
DETAILED COST BREAKDOWN
PROFESSIONAL ENGINEERING SERVICES - CONSTRUCTION ENGINEERING
WHEELING DRAINAGE DITCH
VILLAGE OF WHEELING**

Project Phase/Task	Employee Classification						Direct Costs	Hours	Fee
	PR	E4	E2	T2	SUR2	ENV3			
1 SURVEY AND LAND ACQUISITION SERVICES - Not included								0	\$ -
2 PRELIMINARY ENGINEERING SERVICES - Not Included								0	\$ -
3 DESIGN ENGINEERING SERVICES - Not Included								0	\$ -
4 STRUCTURAL ENGINEERING SERVICES - Not Included								0	\$ -
5 DRAINAGE ENGINEERING SERVICES - Not Included								0	\$ -
6 TRAFFIC ENGINEERING SERVICES - Not Included								0	\$ -
7 CONSTRUCTION ENGINEERING SERVICES								0	\$ -
Pre-Construction Services								0	\$ -
Pre-Construction Meeting	2	4	4					10	\$ 1,910.00
Kick-Off Meeting	2	4	4					10	\$ 1,910.00
Public Relations								0	\$ -
Stakeholder Meetings (Not Included)								0	\$ -
Construction Notification Letters		4						4	\$ 800.00
Plan and Quantity Review		8	8					16	\$ 2,840.00
Property line staking					24			24	\$ 4,560.00
Project Setup		4		8				12	\$ 1,960.00
Construction Services								0	\$ -
Construction Observation		160	1056					1216	\$ 195,680.00
Verify Construction Layout (included in CO)								0	\$ -
Erosion and Sediment Control Inspections			88					88	\$ 13,640.00
Traffic Control / Site Cleanliness Monitoring (included in CO)								0	\$ -
Progress Meetings		33						33	\$ 6,600.00
Public Relations								0	\$ -
Construction Notification Letters		4						4	\$ 800.00
Weekly Construction Status to the Village								0	\$ -
Post-Construction Services								0	\$ -
Punchlist and Final Inspection			16					16	\$ 2,480.00
Final Agreement to Quantities		16	16					32	\$ 5,680.00
As-Built Drawings			12					12	\$ 1,860.00
Permit Closing		12						12	\$ 2,400.00
Project Closeout	4							4	\$ 980.00
								0	\$ -
8 ENVIRONMENTAL SERVICES - Included in Task 7 and 12								0	\$ -
11 PERMITTING - Not Included								0	\$ -
12 CONSULTATION AND COORDINATION								0	\$ -
Prepare Monthly Status Report to Client	10							10	\$ 2,450.00
Prepare Quarterly IEPA Report					24			24	\$ 4,800.00
Grant Deliverable Documentation			8		76	\$ 3,500.00		84	\$ 19,940.00
Request for Information			24					24	\$ 3,720.00
Utility Coordination								0	\$ -
Construction Coordination								0	\$ -
(Assume 2 utility agencies x 3 hours per agency)								0	\$ -
								0	\$ -
13 QUALITY ASSURANCE AND PROJECT ADMINISTRATION								0	\$ -
Quality Assurance and Quality Control		16						16	\$ 3,200.00
Project Administration	14							14	\$ 3,430.00
								0	\$ -
TOTALS	32	265	1236	8	24	100		1665	\$ 281,640.00

EXHIBIT A.1
SCOPE OF SERVICE
Wheeling Drainage Ditch Construction Engineering and Grant
Administration
Village of Wheeling

The Village of Wheeling (hereinafter the “Client”) has requested professional engineering services for the Wheeling Drainage Ditch Stabilization Project (hereinafter the “Project”). The following outlines the proposed Project scope of services.

PROJECT UNDERSTANDING

Hampton, Lenzini and Renwick, Inc. (hereinafter “HLR”) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Site Review
- Review of the Phase II Plans
- Review of IEPA 319(h) grant agreement requirements

Bulleted below is a list of summarized project services and tasks. Detailed explanations of project tasks are provided by field of service following this list.

- Project Service and Task Summary
 - Survey and Land Acquisition
 - Not included
 - Preliminary Engineering Services
 - Not included
 - Design Engineering Services
 - Not included
 - Structural Engineering Services
 - Not included
 - Drainage Engineering Services
 - Not included
 - Traffic Engineering Services
 - Not included
 - Construction Engineering Services
 - Pre-Construction Services
 - Construction Services
 - Post-Construction Services
 - Environmental Services
 - Not included
 - Geographic Information System (GIS) Services
 - Not included
 - Water/Wastewater Engineering Services
 - Not included
 - Permitting
 - Not included
 - Consultation and Coordination
 - Kickoff Meeting
 - Coordination Meeting
 - Public Outreach
 - Status Meetings
 - Request for Information

- Monthly Status Report to Client
- Quarterly IEPA 319(h) Reports
- Utility Coordination
- Quality Assurance and Project Administration

The project limits are understood to be from approximately Northgate Parkway to Dundee Road along Wheeling Drainage Ditch.

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Bid Opening	12/9/2025
Award	12/15/2025
Preconstruction Meeting	2/22/2026
Construction Start	3/22/2026
Construction Substantial Completion	11/1/2026
Construction Engineering Completion	12/31/2026

DETAILED SCOPE OF SERVICES

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

TASK 1: SURVEY AND LAND ACQUISITION SERVICES – not included

TASK 2: PRELIMINARY ENGINEERING – not included

TASK 3: DESIGN ENGINEERING – not included

TASK 4: STRUCTURAL ENGINEERING – not included

TASK 5: DRAINAGE ENGINEERING – not included

TASK 6: TRAFFIC ENGINEERING – not included

TASK 7: CONSTRUCTION ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be **33 weeks**. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than **32 hours**. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

The following is a list of basic project understandings

- As-Needed Observation of Construction Activities for compliance with the intent of the Plans and Specifications and to accurately document contract pay item quantities.
- Documentation in accordance with IDOT requirements for Federal Aid Improvements for recommendations for payment of the improvements in the scope of the project documents
- Review of contractor layout for work identified in the project documents
- Review and routing of contractor submittals to the appropriate agencies
- Coordination with Project Stakeholders including the Client and related agencies; Contractor, residents and businesses within the project limits and for items relating to the scope of this project
- Regular communication with project stakeholders at the required intervals relating to the scope of this project
- Coordination with public utilities for relocation as identified in the project documents
- Observation and Documentation of extra work performed by the contractor is not included
- Sub-consultant services for material testing is not included
- Locating of Private or Public Utilities is not included

- Evaluation of excavated materials for presence of contaminants is not included
- Training or mentoring of Village Staff is not included
- It is assumed that the contract plans provide an accurate representation of existing conditions and are accurate representation of the standard of care of Engineering in Illinois
- It is assumed that the awarded contractor will have experience with industry policies and procedures and our staff will not be required to train, mentor or assist with required contractor submittals.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- Resident Engineer/Technician – Part Time
 - 32 Hours Per week

The following items are included in the construction engineering scope of services:

A. Pre-Construction Services

- I. HLR will provide the following pre-construction services in order to be ready for the start of construction activities:
 - a. Project Pre-Construction Meeting: HLR will lead a pre-construction meeting with the contractor and Client's Staff to discuss community needs, utility coordination, safety and Maintenance of Traffic plans, project goals, potential conflicts/issues, and schedule. We will bring up any issues that we feel need to be discussed as a group in order to provide a clear understanding of expectations and schedule. HLR will also invite necessary permitting agencies to this meeting.
- II. Kick-off Meeting: HLR will conduct a kick-off meeting with the Client to discuss desired outcomes, potential issues, and schedule.
- III. Stakeholder Meetings: Stakeholder meetings are not anticipated for this project
- IV. When HLR is present on-site for construction observation our staff will coordinate with local residents, businesses and other affected stakeholders. In addition, HLR will provide the following public relations measures:
 - a. Provide 24-hour contact information to Client and specified Stakeholders
 - b. Coordinate Construction notifications provided by the Contractor
 - c. Weekly construction status to the Village
- V. Plan and Quantity Review: Our team will perform a site visit with Client to identify any inconsistencies in the plans or modifications that may be needed based on bid documents provided, contractor requests, or changes to existing conditions.
- VI. Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

B. Construction Services

- I. Construction Observation
 - a. Resident Engineer/Technician: HLR will provide part-time, on-site resident engineering inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client

requirements, engineering plans, and construction documents. This will include: rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.

- b. Documentation: Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of Contract Quantities (Class S-14).
- II. Verify Construction Layout: HLR will provide line/grade assistance and confirm layout for the work.
 - III. Material Tracking / Yield Checks: Not anticipated for this project.
 - IV. Erosion and Sediment Control Inspections: HLR will ensure reporting and inspection compliance with IDOT and IEPA standards throughout all phases of construction, focusing on regular inspections, documentation, and issue resolution. Initial assessments will confirm correct installation of erosion controls as per the SWPPP, with routine inspections conducted weekly and post-rainfall events to monitor for deficiencies. Using IDOT's standardized checklists, inspectors will identify non-compliance areas, prompt corrective actions, and record these actions for accuracy and traceability. Final inspections will ensure all disturbed areas are permanently stabilized, and closeout documentation will include a comprehensive report of findings and resolutions. If final stabilization is not completed by project close out, additional inspections will be the responsibility of the Village. Additional services include training for the contractor's personnel on best practices and rapid response capabilities following significant storm events.
 - V. Traffic Control and Site Cleanliness Monitoring: HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.
 - VI. Progress Meetings/Status Updates: HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the Village weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
 - VII. Public Relations: HLR will be present on-site during construction, as dictated by the contract and this agreed scope of services, and will coordinate with local residents, businesses and other affected stakeholders throughout the project. In addition, HLR will provide the following public relations measures:
 - a. Provide 24-hour contact information to Client and specified Stakeholders
 - b. Coordinate Construction notifications provided by the Contractor
 - c. Weekly construction status to the Village

C. Post-Construction Services

- I. Final Inspection: HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- II. Final Quantities: HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- III. As-Built Drawings: HLR will prepare hand drawn final as-built drawings that have changed from existing conditions or planned improvements.
- IV. Permit Closing: HLR will prepare and submit final permit closing documents per the requirements of the receiving agency for the permits listed in the Permitting section of this agreement.
- V. Project Closeout: HLR will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

TASK 8: ENVIRONMENTAL SERVICES – included in Task 7 and 12

TASK 9: GEOGRAPHIC INFORMATION SYSTEMS (GIS) – not included

TASK 10: WATER WASTEWATER ENGINEERING – not included

TASK 11: PERMITTING – not included

TASK 12: CONSULTATION AND COORDINATION

A. Meetings

- I. Kickoff Meeting – Kickoff Meeting with Client (assume 1 meeting).
- II. Coordination Meeting – Not included
- III. Status Meetings – Included in Task 7.B.VI

B. Request for Information

- I. HLR will respond to inquires by the Contract for clarification off the intent of the plans and specifications.

C. Public Outreach

- I. Property owner letters – Included in Task 7.A.IV and 7.B.VII
- II. Property Owner Meetings – Included in Task 7.B.VII

- D. Monthly Status Report to Client
 - I. HLR will prepare a monthly status report to the Client including Invoiced amount to date, invoiced amount in the current period, remaining budget and any out of scope work performed to date.

- E. Illinois EPA Grant Administration
 - I. Quarterly Illinois EPA Reports – Quarterly Reports will be completed on behalf of the Village in as required by the Illinois EPA and submitted on the Amplifund portal, or to the appropriate contact at IEPA.
 - II. HLR will prepare the following documents listed in Exhibit B (Deliverables or Milestones) and D (Performance Measures and Standards) of the Illinois EPA Agreement No. 25-0378-3192302.
 - a. BMP Documentation Form (Pre-construction) and Design
 - b. Operations and Maintenance Plan
 - c. Sign Design – includes direct cost for purchasing the sign from Pulse Designs
 - d. BMP Documentation Form (Post-construction) with invoices and photo documentation
 - e. Project Report

- F. Utility Coordination – HLR will coordinate with the contractor and utilities for facilities identified in the plans. The major work items under this task will include:
 - I. Efforts to verify the accuracy of utilities located within the project limits will constitute additional work. The Client will be contacted to approve additional costs.
 - II. Efforts to revise the design of proposed improvements will constitute additional work. The Client will be contacted to approve additional costs for the redesign.
 - III. Efforts to coordinate with utilities for unknown facilities or not identified in the plans will constitute additional work. The Client will be contacted to approve additional costs.

TASK 13: QUALITY ASSURANCE AND PROJECT ADMINISTRATION

- A. Project management and administration will last throughout the expected duration of the project.

Management and administration are necessary to ensure the successful completion of the project. The expected activities within this task include:

 - I. Project schedule/progress monitoring
 - II. Staffing, monitoring, including allocating staff as needed
 - III. Budget monitoring
 - IV. Document management
 - V. Staff coordination
 - VI. Invoicing

- B. Upon completion, this task also includes project close-out, which includes the delivery of the electronic files.
 - I. Submit necessary project files as requested by the Client.
 - II. Submit Final Invoice and project closure letter.



MEMORANDUM

DATE: December 15, 2025
FROM: James Ferolo, Village Attorney
SUBJECT: Resolution Approving an Increase in the Village Manager's Compensation
DOLLAR AMOUNT: \$277,284
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Unassigned

EXECUTIVE SUMMARY

The attached resolution approves a salary increase for the Village Manager effective January 1, 2026, pursuant to his 2025 annual performance evaluation. His new salary will be \$277,284. The Village Manager's remaining benefits package shall remain unchanged.

RESOLUTION NUMBER 25- _____

RESOLUTION APPROVING AN INCREASE IN THE VILLAGE MANAGER’S COMPENSATION

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, Jon A. Sfondilis, pursuant to an Employment Agreement (the "EMPLOYMENT AGREEMENT"), serves as the Village Manager of the Village of Wheeling; and

WHEREAS, the EMPLOYMENT AGREEMENT calls for an annual review of the Village Manager’s performance, salary, and benefits package; and

WHEREAS, the Village Board finds that the Village Manager continues to serve the Village and its citizens with a high level of professionalism and efficiency and thus has warranted a salary increase and an increase of his deferred compensation benefit to go into effect on January 1, 2026;

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 effective January 1, 2026, the Village Manager’s base salary shall increase by five percent to \$277,284.00. The Village Manager’s remaining benefits package shall remain unchanged.

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 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: December 15, 2025
FROM: Shari Huizar, Social Services Manager
SUBJECT: Resolution Authorizing the Execution of a Five-Year Professional Services Agreement with CaseWorthy, Inc. for Social Service Case Management System Services in the Amount of \$93,831
DOLLAR AMOUNT: \$93,831
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

Police Department Social Services staff recommend the adoption of the ClientTrack Co-Responder Social Service Case Management system from CaseWorthy as the Social Services Division's primary case management database system. This decision reflects the Division's commitment to modernizing its infrastructure to improve client outcomes, streamline service coordination, and enhance data-driven decision-making capabilities. The agreement is for a five-year period, with an increase in the yearly cost by 5% each year.

MEMO

Background:

The Social Services Division's current system for tracking client services has supported the Village's program effectively for the past 14 years. Originally built to meet the needs of a less data-intensive environment, it now lacks the capacity to support today's reporting and coordination demands. As a result, the system provides limited data for outcome measurement, poses challenges to maintaining data integrity, and hinders seamless coordination across programs. With growing expectations for accountability, transparency, and data-informed decision-making, the need for a modern, centralized case management system has become critical.

System Evaluation Process:

During 2025, staff assessed several leading database platforms used by social service agencies nationwide. Key evaluation criteria included:

- **Compliance** with privacy and regulatory requirements (e.g., HIPAA)
- **Ease of use** for case managers and administrative staff
- **Customization** of workflows and forms
- **Comprehensive reporting** for funders and internal review
- **Integration** with other systems and partners
- **Scalability** for future growth and changing community needs

Vendors evaluated included CaseWorthy, FamCare, CaseBook, FieldWorker, and CaseFlow.

Why ClientTrack Co-Responder Social Service Case Management from CaseWorthy:

After a thorough review, ClientTrack Co-Responder Social Service Case Management (ClientTrack) emerged as the strongest choice for the Village due to the following strengths:

- **Purpose-Built for Police Social Work and Co-Responding Agencies:** ClientTrack was developed specifically for the interface between law enforcement and social services and offers a deep understanding of our operational needs.

- **Configurable Platform:** It allows staff to tailor forms, workflows, and data collection without custom coding, supporting a wide range of services under one system.
- **External System Integration:** Data collected through the ClientTrack platform will facilitate data transfer from CAD and RMS systems.
- **Robust Reporting and Dashboards:** The system includes powerful built-in analytics tools for real-time insights and outcome tracking, enabling staff to meet reporting requirements efficiently.
- **Secure and Compliant:** Fully HIPAA-compliant and cloud-based, ensuring data security and remote accessibility for staff.
- **Proven Track Record:** Widely adopted by government and nonprofit agencies with strong references and demonstrated success in similar settings.

Cost and Implementation:

The investment in ClientTrack includes a one-time implementation and training fee, as well as ongoing licensing and support costs. Data in the current client tracking system will be migrated to the new system, enabling the continuity of historic and new data. While the implementation process will require time and staff involvement, we are confident this system will yield long-term operational and service delivery improvements. A phased rollout is recommended to ensure minimal disruption and thorough training.

Estimated Costs for Contract:

- | | |
|---|----------|
| • Platform Licenses for 10 Users Per Year | \$16,800 |
| • Activation (One Time Charge) | \$ 1,000 |

The annual fee for this system is \$16,800 with a 5% increase per year. The contract is for a five-year time period.

Action Requested:

Staff respectfully requests Village Board acceptance of the five-year contract with CaseWorthy, Inc. for the ClientTracker Co-Responder Social Service Case Management system. This investment positions the division for long-term sustainability, increased impact, and improved service to the individuals and families it serves.

RESOLUTION 25 - _____

RESOLUTION AUTHORIZING THE EXECUTION OF A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH CASEWORTHY, INC. FOR SOCIAL SERVICE CASE MANAGEMENT SYSTEM SERVICES IN THE AMOUNT OF \$93,831

WHEREAS, the Wheeling Police Department Social Services Division must maintain a case management database system, and the Division’s current system lacks the capacity to support the needs of the Division; and

WHEREAS, the Division has reviewed proposals from case management systems and recommends entering into an agreement with CaseWorthy, Inc. to implement, provide training for, and manage a case management database system to meet the Division’s needs, copy of the proposed agreement being attached hereto as **Exhibit A**; and

WHEREAS, the proposed agreement is for a five (5) year period, with a total cost over the five (5) years of \$93,831.00; and

WHEREAS, it is in the Village's best interest to enter into an Agreement with CaseWorthy, Inc. for social services case management system services;

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

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as a material and operative provision of this Resolution.

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes, and directs the President and Clerk of the Village of Wheeling to execute an agreement between the Village of Wheeling and the CaseWorthy, Inc. relative to a social services case management system and the parties’ respective rights, responsibilities, and obligations, in substantial conformity with the agreement attached hereto as **Exhibit A**, with all final changes subject to the Village Manager’s approval.

SECTION 3: This resolution shall take effect from and after its adoption and approval.

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 15th day of December 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

CASEWORTHY INC. AGREEMENT



Wheeling IL Police Department

Village of Wheeling

Illinois

William Murphy

Chief of Police

wmurphy@wheelingil.gov

Shari Matthews Huizar

Social Service Manager

shuizar@wheelingil.gov

+18474592672

CaseWorthy

PO Box 70837

West Valley City, UT 84170

United States

Prepared by: Casey McKee

Account Executive

cmckee@caseworthy.com

+13302190329

Customer #: 34916677916

Order #:39549047163

Quote created: November 3, 2025

Quote expires: November 30, 2025

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	LICENSE QUANTITY	BILLING SCHEDULE	PRICE
ClientTrack SaaS - Y1	CoResponder Essentials (mini- mum 10 user licenses)	1	10	Year 1-Billed Annually	\$16,800.00 /year
ClientTrack SaaS - Y2	CoResponder Essentials (mini- mum 10 user licenses)	1	10	Year 2-Billed Annually	\$17,640.00 /year

PRODUCTS & SERVICES	DESCRIPTION	QUANTITY	LICENSE QUANTITY	BILLING SCHEDULE	PRICE
ClientTrack SaaS - Y3	CoResponder Essentials (minimum 10 user licenses)	1	10	Year 3-Billed Annually	\$18,522.00 /year
ClientTrack SaaS - Y4	CoResponder Essentials (minimum 10 user licenses)	1	10	Year 4-Billed Annually	\$19,448.00 /year
ClientTrack SaaS - Y5	CoResponder Essentials (minimum 10 user licenses)	1	10	Year 5-Billed Annually	\$20,421.00 /year
Eccovia Database Setup	Eccovia Database Setup	1	1	Bill Immediately - 100%	\$1,000.00

Total: \$93,831.00

Comments

Client has reviewed and accepted the Professional Services Scope of Work: <https://inbound.caseworthy.com/sow-professional-services>

Professional services hours expire at the end of 12 months.

Co-Responder Essentials

ClientTrack Co-Responder Essentials

- Client Workspace – The client dashboard will display the client's information, enrollments, incidents, and services for each client selected. The following menu options support client case management:
 - Find Client – Search for clients by name, social security number, birth date or ClientID.
 - Add New Client – Quick client information entry option searches for existing client records to avoid duplicates, and collects personal identifying information, static demographics, contact and address information and an emergency contact.
 - Client Intake – The Client Intake Workflow enables a wider set of data collected in a streamlined step-by-step workflow collect client information, Family Members, Interested Others, Core Demographics point-in-time assessment, financial point-in-time assessment, Enrollment, Referrals, and Case Note
 - Case Management
 - Edit Client Information - Review and update client information collected on the Add New Client form.
 - Information Release Exceptions – Identify the system wide sharing exceptions the client authorizes to share transactional records with users not automatically shared based on the MOU/security model in place.
 - Address History – Each address change on the client record stores an address history record for complete history, and allows users to add additional addresses such as previous, mailing, last permanent address, etc.
 - Alias History – Each name change on the client record stores an alias history record for complete history and allows users to add additional aliases such as Maiden name, nickname alternate, or preferred name.
 - Document Check – Document a list of verified items for a client. Administrators have the ability to setup a document checklist for users with a set of verification items and acceptable documents, allowing tracking of item verification, issuance date, expiration date, and the option to upload the file.
 - Client Photo – Upload a client photo which is then visible on the Client Dashboard and may be displayed on an ID Card for the client.
 - Client Files – All uploaded files related to the client are displayed with the ability to add new files or download the file.
 - Interested Others – Manage a list of other individuals that have an interest in the client's situation and identify the type, relationship and contact information for each individual.
 - Case Managers – Manage case manager assignments for the client.
 - Notifications – Manage notifications that users in the system need to be aware of. Notifications include a message, type, priority and begin/end date with a status. Notifications appear on the toolbar when active, and if set as an Alert a pop-up will be displayed when a user opens the client's record.
 - ID Card – Preview or print a client ID card with a barcode based on the ClientID or Scan Card ID. Photo will be included if the client's photo is stored.
 - Case Notes – Manage client case notes with the ability to view, add or edit case notes. Case notes include entry date, user, regarding, and free-text box with no character limit. Supervisor review is optional, and formatting options are available.
 - Goals – Manage the client's goals with the ability to view, add or edit goals. Select the goal type, group and specific goal with the ability to enter a client-specific goal description, track target dates and outcomes.
 - Family – Clients are associated with one or more Families and allow for review and update of families and family members.
 - Client's Tasks – Manage a list of tasks to be completed for the client. Add or Edit tasks. ClientTrack tasks allow for one or multiple participants and can include clients, users, providers, etc.
 - Incident History – View, Add and Edit Incident records for the select client to documenting Incident details including report date/time, incident number, location, mode of referral, incident type(s), description, staff involved, incident

categories (mental health, substance, hate crime, or gang related), EMS response as well as physical injury or property damage and follow up.

▪ Assessments – The following point-in-time assessments are available:

- ACES Questionnaire – Adverse Childhood Experience Questionnaire for Adults is a scored assessment calculating the total number of difficult childhood experiences.
- Addictions – Document substance use with ability to note age first used, frequency, hospitalized in last 12 months, psych, accident, or overdose experienced with explanation for each substance setup by your local administrator.
- Barriers – Document barriers or presenting issues for the client.
- DAST-10 – Drug Abuse Screening Test is a scored assessment indicating low, moderate, substantial or Severe level of involvement with drugs in the past 12 months.
- DLA-20 – The DLA-20 is a functional assessment and outcome measurement tool for behavioral health for daily living activities calculating total and average score.
- Domestic Violence – The domestic violence assessment documents if domestic violence is experienced, and if so when and if currently fleeing. The Public Safety version also enables documentation if a safety plan was created with narrative details about the safety plan.
- Education – Document the client's education including current attendance, vocational training, and highest grade completed.
- Employment – Document the client's employment status. If employed the type of employment, hours worked, and tenure is tracking. If not employed the reason not employed is tracked.
- Financial – Including Income, Non-Cash Benefits, Expenses and Financial Evaluation to evaluate the income assessment to determine percentage of Area Median Income (AMI) and percentage of Federal Poverty Level.
- Health – The health assessment documents general health status and disabling condition with the ability to document additional health data including smoker, vision, hearing, speech, mobility, daily care, hospitalization and allergies.
- Medications – Identify medications the client is currently taking using the RxNorm federal database of medications.
- COVID-19 Screening – The COVID-19 screening tool tracks temperature, symptoms, existing conditions, exposure and testing as well as identifying the result of the screening including asymptomatic, exposed, or positive.
- COVID-19 Vaccines – Record vaccination status and source of vaccine doses.
- Insurance – Track health insurance sources.
- Legal – Document types of legal situation involvement and notes.
- Self-Sufficiency Matrix – Rate the client's level of self-sufficiency on a scale of 1-5 for eighteen different domains, calculating the Matrix score.
- Referrals – Track incoming, internal and external referrals to connect clients to the appropriate providers for services. Referrals support printed vouchers, email notifications, and map/directions to the provider address.
- Services– Manage services including the ability to view, add or edit services such as direct services, activities, and time spent for a client.
- Enrollments– Manage enrollments including the ability to view, add or edit an enrollment. Enrollments identify a period of participation in a program or project. Quickly access associated Goals, Action Plan, Services, Entry Assessments, or perform an Exit directly from an enrollment.
- Provider Workspace – The Providers dashboard displays the clients referred to the provider, provider information, and provider services list. Providers enables the ability to add and edit providers, manage provider contacts and contact logs, services, files, contracts as well as referrals to the provider and waitlists. A provider is any party that provides services and may represent internal parties or external parties such as individuals, programs, departments, or organizations.
- Home Workspace – Users will log in and land on the Home Dashboard, presenting Organization News, aggregate counts of Current Program Enrollments, and My Case Assignments for the user logged in. The following options are available to users in the Home workspace:
 - Incident History – Search, Add and Edit Incident records documenting Incident details including report date/time, incident number, location, mode of referral, incident type(s), description, the primary client, staff involved, incident categories (mental health, substance, hate crime, or gang related), EMS response as well as physical injury or property damage and follow up.
 - Recent – Quickly access the most recent entity records you have selected, including Clients or Providers.
 - User Dashboard - The Home Dashboard presents Organization News, aggregate counts of Current Program Enrollments, and My Case Assignments for the user logged in.
 - Active/Inactive Case Load – A list of all active or inactive case assignments are displayed for the user logged in, with the ability to search by name, add or edit, select the client to access their client record, or preview the Case Load report.

- My User Configuration
 - My Information – Review and update your personal user information when needed.
 - My Team – Manage your team’s case assignments, information and paused operations efficiently from My Team. My Team is visible to any user identified as a supervisor on an active user’s account.
 - My Document Check – Manage your user documents using a list defined by your local administrator to verify acceptable documentation is reviewed or on file for each user. Review, add or edit documents.
 - Bulletin Board – The bulletin board is a place for you to share with other users. View and post messages visible to other users in the system.
- My Submitted Issues – ClientTrack’s internal ticketing system allows users to submit issues directly from the location of the problem. Tickets are routed to your local administrator based on system properties for triage and resolution or submission to Technical Support. Review system issues you submitted with the ability to edit, enabling adding new notes, attaching files, or verifying an issue has been resolved.
- User Tasks – Manage your user tasks sorted by overdue, current and future tasks with the ability to update task status. Tasks support one or multiple participants on each task including users, clients, or providers within the database for effective task management.
- Reports – ClientTrack includes real-time reporting options, including:
 - Data Explorer – ClientTrack’s ad-hoc reporting tool enables users to create, save and share ad hoc questions using pre-defined data sets to enable access to key data points in the system in a visual query tool with the ability to filter data, summarize, and create visualizations directly in ClientTrack.
 - Client Reports – Formatted client reports include Client List, Client Demographics, Client Barriers, Client Goals, Client Goal Action Plans, Client Goal Outcome, and Duplicated Clients.
 - Program Reports – Formatted program reports include Barcode Program Roster, Enrollment Demographics, Cross Program Participation, Clients in Programs, Enrollment Services, Case Assignment, Race, Gender & Age, Income at Entry/Exit, Employment At Entry/Exit, and Enrollment Barrier.
 - Service Reports – Formatted service reports include Service Summary, Service By Provider, Clients Served, Service Demographic Totals, Household Composition, Family Size & Income, Reason for Service, Turn Away Reason, Frequently Served Clients, and Zip Code & County.
 - Referral Reports – Formatted referral reports include Referrals to Providers, Refer to Provider by Service, and Referral From Provider.
 - My Saved Reports – Any scheduled formatted reports are displayed in My Saved Reports or the nested File on Server form based on the report or export leveraged.
- Setup Data Management – Limited to identified local system administrators, Setup Data Management provides the ability to manage set up elements for use in the system.
- User Management – User management enables adding, editing, disabling or deleting user accounts and setting user permissions. User management includes Additional System Access, User & Admin Reports (Including Failed User Login Attempt History, Users by % of Time Active, Organization User List, User Login Activity, and Grants Organization), Paused Operations Reports, Active Directory Groups.
- Setup Data Management - Enables setting up Security Organization controls (Information Releases/MOUs, Transaction Restriction options and zip code access), Programs, Services, Grants, Codes & Evaluation Codes.
- System Administration – Enables setup of System Properties and Update History, Other System Codes, Federal Data Resources, Document Check, and Eligibility Rule Sets.
- Provider Administration – Administrators have Provider management tools including Provider Access, Merge and Delete options to manage provider records within the system.
- Support – ClientTrack includes an internal support ticketing system to enable end users to submit tickets to the local administrator and the tickets to be submitted to technical support when a system issue is confirmed. Tickets are submitted by selecting Help on the form in which the error is occurring to include metadata to aid in resolution of the ticket. Support enables the ability to search, edit, add notes and update status.

Purchase terms

Contract Subscription Term Dates: January 1, 2026 - December 31, 2031.

The first year (aka Y1) contract amount, pursuant to this Quote is: **\$17,800.00**

Years two and beyond will be billed in advance, pursuant to the pricing provided within this Order Form. As part of the contract process, Customer will supply CaseWorthy a copy of its sales and use tax exemption certificate, when applicable.

First year annual payment and activation/setup fees: \$. **17,800.00**

Due January 1, 2026.

CaseWorthy, Inc. increases annual Subscription Fees by about 5% each year to account for the rising costs of doing business.

Client has reviewed and accepted the Master Subscription Agreement

<https://inbound.caseworthy.com/combined-msa-baa>

If you are unable to access the link above, please let us know and a copy of the MSA will be provided for you.

By signing this document, I agree to the terms and conditions.

Signature

Upon signature by Client, submission to CaseWorthy, Inc., and acceptance by

CaseWorthy, Inc.'s Corporate Office, this Order Form shall become legally binding and governed by the Master Subscription Agreement between CaseWorthy, Inc. and Client, unless this Order Form is rejected by CaseWorthy, Inc.. CaseWorthy, Inc. may reject this order form if (1) the signatory does not have the authority to bind Client to this Order Form, (2) changes have been made to this Order Form (other than completions of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match the rest of the Order Form.

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

William Murphy

wmurphy@wheelingil.gov

Lauren Schmidt

lschmidt@caseworthy.com

ClientTrack

PRICING PROPOSAL

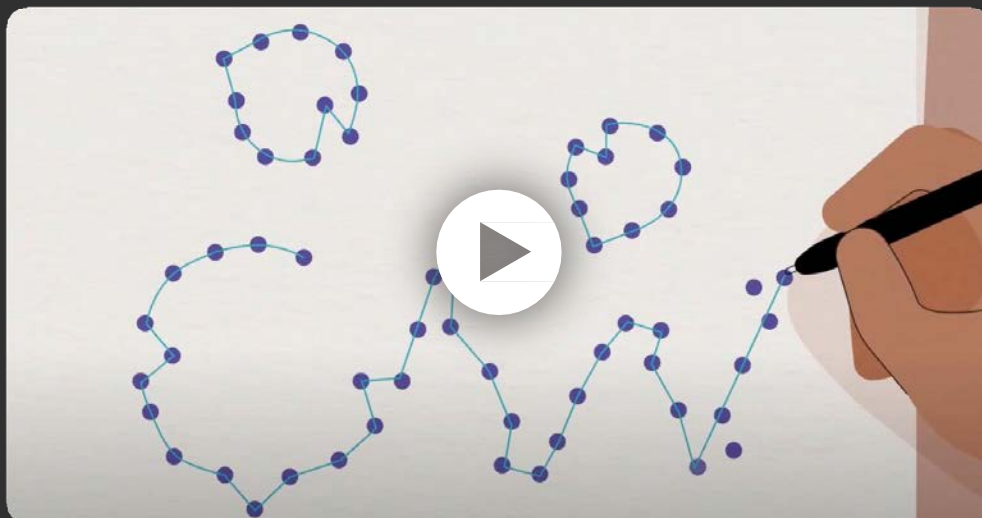
Wheeling IL

Date: July 2025



 ClientTrack®
BY CASEWORTHY

Click below to see how our clients are changing lives for the better utilizing CaseWorthy to achieve even greater success.



OUR GOAL

Our goal at CaseWorthy is to help organizations achieve greater efficiency in the work they do every day. CaseWorthy pushes for strong partnerships, and we look forward to such an alliance with your organization building powerful solutions together.

We see our technology as the backbone that will support and connect your data and systems on one secure platform, so you and your partners can easily access the information you need, when you need it. That's why we've made it our mission to empower organizations like yours with smart software that automates and simplifies your day-to-day processes and enriches the lives of everyone you serve. With Case Worthy's software your organization will have capacity to more effectively serve its community.

CaseWorthy offers a centralized database streamlining communication for your entire department while providing the ability to track a client through various programs—all on one easy-to-use system. Additionally, our system simplifies new staff training and offers a best-in-class reporting platform that generates accurate, real-time data.

WHAT'S INCLUDED



Workflows

Automate and standardize work processes, such as intakes, in a simple, step by step format.



Dashboards

Configure the desktop around the way employees work, based on their roles within your agency. You have full control and can easily manage what's being displayed on each dashboard.



Operational Reports

Allow you to drill down into the real-time details you need to know about your clients, programs, and services – who's enrolled or exited, program outcomes, KPIs, retention rates, and more.



Forms

Modify and update forms in real-time; add data fields and signatures, assign case managers, setup conditional fields and more.



Role-Based Security Settings

You control who can see and access specific information, depending on their roles within your agency.



Rules Integration

Our rules engine applies conditional logic to forms, workflow steps, queries, eligibility determinations, alerts, and notifications. Set up rules and conditions to establish when certain information or prompts should be displayed, when alerts should be sent, to determine program eligibility and specific workflow steps and more.



Data Encryption

256-bit encryption whether the data is at rest or in transit.



Back-Ups

On-site and off-site back ups are performed daily to independent and separate storage devices.



Hosted Service

CaseWorthy is hosted on Microsoft Azure. Security is foundational for Azure. Azure offers multi-layered security provided across physical data centers, infrastructure, and operations with cyber security experts actively monitoring to protect your business assets and data.

GO-LIVE

Once a CaseWorthy client, your organization will receive dedicated resources to ensure the success of the implementation and execution of CaseWorthy software. Our Implementation team will work hand in hand with on system configuration, and, once live, your organization will be assigned an Account Manager for ongoing support.

Below you'll find our software and services proposal. Rest assured, when we learn and develop something new, we're all about sharing it with our customers. And we don't believe in price hikes with each new enhancement or upgrade.

PRICING



The proposal below is our effort to ensure you have a successful implementation and go-live. Configuration is based on our current understanding of your need. CW has included a significant discount on licenses and service hours to show our sincerity in becoming your partner!

Wheeling IL			Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Fees	Quantity	Rate						
Platform Licenses								
Named Users: Coresponder Essentials Up to 10	1	\$16,800	\$16,800	\$17,640	\$18,522	\$19,448	\$20,421	\$92,831
Total Annual Fees			\$16,800	\$17,640	\$18,522	\$19,448	\$20,421	\$92,831
Activation Fees			\$1,000					
Total Activation Fees			\$1,000	\$0	\$0	\$0	\$0	\$0
Total Investment			\$17,800	\$17,640	\$18,522	\$19,448	\$20,421	\$92,831

We look forward to next steps and the opportunity to partner. The work you all do at is at the heart of why CaseWorthy exists.
Sincerely, Casey

Casey McKee
Senior Sales Executive

PH (330) 219 0329
cmckee@caseworthy.com

DISCLAIMER: The pricing and information provided by CaseWorthy is an indicative range and is made in good faith before CaseWorthy has had the opportunity to fully understand the scope of the engagement required by the prospective customer. Once fully understood, the actual scope and the required control/governance model can lead to a need for significant adjustment to the quoted price for delivering the services. CaseWorthy reserves the right to adjust the price as more information comes available about the scope and project control/governance, and no assurance can be provided at this time as to the degree of change that may be required as new information becomes available.

Co-Responder Social Service Case Management

Exhibit A – Statement of Work

1. Solution Overview

1.1. ClientTrack Core Platform

ClientTrack is Eccovia's comprehensive, modifiable-off-the-shelf case management solution designed for health and social service agencies. ClientTrack's Co-Responder Social Case Management solution provides incident and case management tools for co-responder programs as described in Appendix A: Scope of Work.

1.2. Project Description

Section 4.0 Implementation Deliverables below identifies the Statement of Work included for the project.

2. Project Assumptions, Dependencies, and Constraints

The following assumptions are being made regarding the implementation of this solution:

2.1. Client Dedicated Project Lead

Client will provide a Project Lead that will attend all project calls. It is highly recommended that the individual who will handle primary administrative rights for the solution (if not the Project Lead) also attend every project call. They must be the central point of contact for all client participants from technical workstreams to business use cases.

2.2. Time-Boxing

Some delivery may be governed by a delivery time box. That means Eccovia will dedicate a certain number of hours to the specified phase or deliverables to ensure that the delivery is expeditious. If there are project delays caused by the client that exhaust the time box, the change control process will be initiated.

2.3. Communication Costs

ClientTrack includes features that leverage email communications, including support ticket submission, scheduled report notifications, as well as an email plug in and subscription features that may be leveraged within your implementation for notification purposes. Licensing includes up to twenty thousand (20,000) emails per year. Each additional block of 20,000 emails is invoiced upon exceeding the previous block at a rate of \$100 per block of 20,000 emails.

2.4. Change Control

Change Control processes will be leveraged as requirements not initially identified within the Statement of Work are discovered or time boxing is exceeded. Client can replace existing requirements within the Statement of Work with new requirements of equal effort. The Project Plan may be modified, and requirements re-prioritized as changes to the Statement of Work are made. Changes may also affect estimated deliverable completion timelines.

Additional requirements will go through the Change Control process as provided during project initiation. Advanced Professional Services (APS), if included in the contract, can be used to meet requirements not initially identified easing the change control process.

2.5. Quality Assurance Testing

Eccovia will provide quality assurance testing of functionality based on scenarios as covered in this Statement of Work. Any functionality or scenarios requiring additional testing that are not defined in the approved design with these changes and documented herein can be added to the contract via the Change Control process. Eccovia is not liable for impacts to other functionality not directly associated with the Statement of Work herein.

3. Scope Exclusions

Scope Exclusions refers to possible work that was not included in this Statement of Work. Eccovia provides fixed price deliverables for services. Fixed price means the cost of this solution, defined by this Statement of Work, will not exceed the price provided to you. Additions to the Statement of Work may impact the cost and schedule of the proposed solution.

3.1. Migration and Integration

Eccovia often assists Organizations with the migration of legacy data and/or ongoing integrations between other systems and the new ClientTrack solution. No migrations or integrations are requested as part of this implementation and none have been included as part of this Statement of Work.

3.2. Onsite Services

Eccovia provides onsite services when recommended or requested. Eccovia assumes remote services will be provided unless otherwise stated in this Statement of Work. If services are provided, onsite travel costs are invoiced as actual cost of travel (including travel, lodging and meals) and are due upon receipt of the invoice.

3.3. Explicit SOW

Any item not explicitly identified in this Statement of Work or Scope of Work is excluded from this project. Please read this Statement of Work thoroughly and review with Eccovia to answer and clarify all items included or excluded from this Statement of Work. No configuration or tailoring of the functionality as described is included.

4. Implementation Services and Deliverables

The following table provides an overview of all implementation service tasks and deliverables included in this Statement of Work.

Tasks	Deliverables
4.1 Project Initiation, Planning and Design	4.1.1 Project Initiation
	4.1.2 Client Environment Introduction
4.2 Project Deployment	4.2.1 Project Testing
	4.2.2 Deployment Support
4.3 Project Training	4.3.1 Project Training

4.1. Project Initiation, Planning and Design

4.1.1. Project Initiation

During the initial phase of this project, an Eccovia Project Manager will be identified and assigned and will be your primary point of contact. The Project Manager will discuss the Project Control Documents, manage ongoing activities and regularly track and report on status.

Initiation activities will include coordination and ramp up of the project team resources, along with orientation and the project requirements. The Project Manager will schedule and conduct a project kick-off call. This project call will serve to review project resources, review contract deliverables, review the estimated schedule and establish dates/times for ongoing project meetings and analysis efforts.

This deliverable will be considered complete upon:

- Completion of the project kick-off call
- Delivery of the Initial Project Control Documents

4.1.2. Client Environment Introduction

The Eccovia client onboarding team will set up the Organization and users in the Co-Responder ClientTrack Environment. Training sessions will be provided to introduce you to the core solution as specified in Appendix A. Setup data training orientation will cover ClientTrack setup components including programs, grants, service codes, users, providers, and any other applicable codes.

This deliverable will be considered complete upon:

- Completion of the client environment introduction

4.2. Project Deployment

4.2.1. Project Testing

Upon passing Quality Assurance Testing, Eccovia will release functionality to for User Acceptance Testing.

User testers will have ten (10) business days to review the final complete solution. Testers will submit any material issues regarding the functionality through the integrated ClientTrack Ticketing System. Eccovia will allocate resources to review the submitted issues and implement changes to the solution for those issues deemed in scope. This deliverable will be considered complete upon:

- Resolution of issues reported or fifteen (15) business days following the release, whichever occurs first

4.2.2. Deployment Support

Eccovia will assist administrators in deploying the system for day to day operational use. Deployment support includes up to Ten (10) hours of support during the week of deployment. Additional support will be proposed via the Change Control process. Upon completion of deployment for daily use the project close out checklist will be provided detailing all project items required to be complete. The project close out checklist will be reviewed and updated accordingly for final written approval. This deliverable will be considered complete upon:

- Completion of all hours specified or two (2) weeks post deployment of the production environment, whichever occurs first.

4.3. Project Training

4.3.1. Project Training

Eccovia will provide training services to train staff on the solution. Up to Four (4) hours of remote train the trainer training to be provided to up to ten (10) staff members. The purpose of this training is to demonstrate the software and allow participants to build proficiency through guided exercises.

This deliverable will be considered complete upon:

- Completion of the aforementioned training

Co-Responder Social Service Case Management

Appendix A – Scope of Work

ClientTrack Co-Responder Social Service Case Management Solution

The ClientTrack Co-Responder Social Service Solution will be deployed as part of 1.2 Database Setup and leveraged for this project. One (1) Co-Responder role-based workgroup is available. The Security Model restricts client data to your organization within the multi-tenant co-responder environment. The following functionality will be deployed as part of database setup.

- Clients – The client dashboard will display the client’s information, enrollments, incidents, and services for each client selected. The following menu options support client case management:
 - Find Client – Search for clients by name, social security number, birth date or ClientID.
 - Add New Client – Quick client information entry option searches for existing client records to avoid duplicates, and collects personal identifying information, static demographics, contact and address information and an emergency contact.
 - Client Intake – The Client Intake Workflow enables a wider set of data collected in a streamlined step-by-step workflow collect client information, Family Members, Interested Others, Core Demographics point-in-time assessment, financial point-in-time assessment, Enrollment, Referrals, and Case Note
 - Case Management
 - Edit Client Information - Review and update client information collected on the Add New Client form.
 - Information Release Exceptions – Identify the system wide sharing exceptions the client authorizes to share transactional records with users not automatically shared based on the MOU/security model in place.
 - Address History – Each address change on the client record stores an address history record for complete history, and allows users to add additional addresses such as previous, mailing, last permanent address, etc.
 - Alias History – Each name change on the client record stores an alias history record for complete history and allows users to add additional aliases such as Maiden name, nickname alternate, or preferred name.
 - Document Check – Document a list of verified items for a client. Administrators have the ability to setup a document checklist for users with a set of verification items and acceptable documents, allowing tracking of item verification, issuance date, expiration date, and the option to upload the file.
 - Client Photo – Upload a client photo which is then visible on the Client Dashboard and may be displayed on an ID Card for the client.
 - Client Files – All uploaded files related to the client are displayed with the ability to add new files or download the file.
 - Interested Others – Manage a list of other individuals that have an interest in the client’s situation and identify the type, relationship and contact information for each individual.
 - Case Managers – Manage case manager assignments for the client.
 - Notifications – Manage notifications that users in the system need to be aware of. Notifications include a message, type, priority and begin/end date with a status. Notifications appear on the toolbar when active, and if set as an Alert a pop-up will be displayed when a user opens the client’s record.
 - ID Card – Preview or print a client ID card with a barcode based on the ClientID or Scan Card ID. Photo will be included if the client’s photo is stored.
 - Case Notes – Manage client case notes with the ability to view, add or edit case notes. Case notes include entry date, user, regarding, and free-text box with no character limit. Supervisor review is optional, and formatting options are available.

- Goals – Manage the client’s goals with the ability to view, add or edit goals. Select the goal type, group and specific goal with the ability to enter a client-specific goal description, track target dates and outcomes.
- Family – Clients are associated with one or more Families and allow for review and update of families and family members.
- Client’s Tasks – Manage a list of tasks to be completed for the client. Add or Edit tasks. ClientTrack tasks allow for one or multiple participants and can include clients, users, providers, etc.
- Incident History – View, Add and Edit Incident records for the select client to documenting Incident details including report date/time, incident number, location, mode of referral, incident type(s), description, staff involved, incident categories (mental health, substance, hate crime, or gang related), EMS response as well as physical injury or property damage and follow up.
- Assessments – The following point-in-time assessments are available:
 - ACES Questionnaire – Adverse Childhood Experience Questionnaire for Adults is a scored assessment calculating the total number of difficult childhood experiences.
 - Addictions – Document substance use with ability to note age first used, frequency, hospitalized in last 12 months, psych, accident, or overdose experienced with explanation for each substance setup by your local administrator.
 - Barriers – Document barriers or presenting issues for the client.
 - DAST-10 – Drug Abuse Screening Test is a scored assessment indicating low, moderate, substantial or Severe level of involvement with drugs in the past 12 months.
 - DLA-20 – The DLA-20 is a functional assessment and outcome measurement tool for behavioral health for daily living activities calculating total and average score.
 - Domestic Violence – The domestic violence assessment documents if domestic violence is experienced, and if so when and if currently fleeing. The Public Safety version also enables documentation if a safety plan was created with narrative details about the safety plan.
 - Education – Document the client’s education including current attendance, vocational training, and highest grade completed.
 - Employment – Document the client’s employment status. If employed the type of employment, hours worked and tenure is tracking. If not employed the reason not employed is tracked.
 - Financial – Including Income, Non-Cash Benefits, Expenses and Financial Evaluation to evaluate the income assessment to determine percentage of Area Median Income (AMI) and percentage of Federal Poverty Level.
 - Health – The health assessment documents general health status and disabling condition with the ability to document additional health data including smoker, vision, hearing, speech, mobility, daily care, hospitalization and allergies.
 - Medications – Identify medications the client is currently taking using the RxNorm federal database of medications.
 - COVID-19 Screening – The COVID-19 screening tool tracks temperature, symptoms, existing conditions, exposure and testing as well as identifying the result of the screening including asymptomatic, exposed, or positive.
 - COVID-19 Vaccines – Record vaccination status and source of vaccine doses.
 - Insurance – Track health insurance sources.
 - Legal – Document types of legal situation involvement and notes.

- Self-Sufficiency Matrix – Rate the client’s level of self-sufficiency on a scale of 1-5 for eighteen different domains, calculating the Matrix score.
 - Referrals – Track incoming, internal and external referrals to connect clients to the appropriate providers for services. Referrals support printed vouchers, email notifications, and map/directions to the provider address.
 - Services– Manage services including the ability to view, add or edit services such as direct services, activities, and time spent for a client.
 - Enrollments– Manage enrollments including the ability to view, add or edit an enrollment. Enrollments identify a period of participation in a program or project. Quickly access associated Goals, Action Plan, Services, Entry Assessments, or perform an Exit directly from an enrollment.
 - Providers – The Providers dashboard displays the clients referred to the provider, provider information, and provider services list. Providers enables the ability to add and edit providers, manage provider contacts and contact logs, services, files, contracts as well as referrals to the provider and waitlists. A provider is any party that provides services and may represent internal parties or external parties such as individuals, programs, departments, or organizations.
 - Home – Users will log in and land on the Home Dashboard, presenting Organization News, aggregate counts of Current Program Enrollments, and My Case Assignments for the user logged in. The following options are available to users in the Home workspace:
 - Incident History – Search, Add and Edit Incident records documenting Incident details including report date/time, incident number, location, mode of referral, incident type(s), description, the primary client, staff involved, incident categories (mental health, substance, hate crime, or gang related), EMS response as well as physical injury or property damage and follow up.
 - Recent – Quickly access the most recent entity records you have selected, including Clients or Providers.
 - User Dashboard - The Home Dashboard presents Organization News, aggregate counts of Current Program Enrollments, and My Case Assignments for the user logged in.
 - Active/Inactive Case Load – A list of all active or inactive case assignments are displayed for the user logged in, with the ability to search by name, add or edit, select the client to access their client record, or preview the Case Load report.
 - My User Configuration
 - My Information – Review and update your personal user information when needed.
 - My Team – Manage your team’s case assignments, information and paused operations efficiently from My Team. My Team is visible to any user identified as a supervisor on an active user’s account.
 - My Document Check – Manage your user documents using a list defined by your local administrator to verify acceptable documentation is reviewed or on file for each user. Review, add or edit documents.
 - Bulletin Board – The bulletin board is a place for you to share with other users. View and post messages visible to other users in the system.
 - My Submitted Issues – ClientTrack’s internal ticketing system allows users to submit issues directly from the location of the problem. Tickets are routed to your local administrator base on system properties for triage and resolution or submission to Eccovia Technical Support. Review system issues you submitted with the ability to edit, enabling adding new notes, attaching files, or verifying an issue has been resolved.
 - User Tasks – Manage your user tasks sorted by overdue, current and future tasks with the ability to update task status. Tasks support one or multiple participants on each task including users, clients, or providers within the database for effective task management.
 - Reports – ClientTrack includes real-time reporting options, including:
 - Data Explorer – ClientTrack’s ad-hoc reporting tool enables users to create, save and share ad hoc questions using pre-defined data sets to enable access

to key data points in the system in a visual query tool with the ability to filter data, summarize, and create visualizations directly in ClientTrack.

- Client Reports – Formatted client reports include Client List, Client Demographics, Client Barriers, Client Goals, Client Goal Action Plans, Client Goal Outcome, and Duplicated Clients.
 - Program Reports – Formatted program reports include Barcode Program Roster, Enrollment Demographics, Cross Program Participation, Clients in Programs, Enrollment Services, Case Assignment, Race, Gender & Age, Income at Entry/Exit, Employment At Entry/Exit, and Enrollment Barrier.
 - Service Reports – Formatted service reports include Service Summary, Service By Provider, Clients Served, Service Demographic Totals, Household Composition, Family Size & Income, Reason for Service, Turn Away Reason, Frequently Served Clients, and Zip Code & County.
 - Referral Reports – Formatted referral reports include Referrals to Providers, Refer to Provider by Service, and Referral From Provider.
 - My Saved Reports – Any scheduled formatted reports are displayed in My Saved Reports or the nested File on Server form based on the report or export leveraged.
- Setup Data Management – Limited to identified local system administrators, Setup Data Management provides the ability to manage setup elements for use in the system.
- User Management – User management enables adding, editing, disabling or deleting user accounts and setting user permissions. User management includes Additional System Access, User & Admin Reports (Including Failed User Login Attempt History, Users by % of Time Active, Organization User List, User Login Activity, and Grants Organization), Paused Operations Reports, Active Directory Groups.
 - Setup Data Management
 - Security Organization – Security Organizations control which clients, transactions, and setup data each user logged into the system has access to. Security organizations may be divisions, programs, or complete agencies based on your security needs. Setup components include Information Releases/MOUs, Transaction Restriction Options, and Zip Code Access.
 - Programs – Programs are used to track a client's active engagement into a specific program, project, or service area within your agency for grouping and reporting active clients, commonly including an intake into the program and an exit from the program to track a period of engagement. The program component allows administrators to add, edit or delete programs and set properties and program access to security organizations.
 - Services – Services are used to track activities, time spent, and direct services for clients. The Service component allows administrators to add, edit, or delete service codes and set properties and access to security organizations as well as associate to Grants or Programs if applicable.
 - Grants – Grants are used to identify sources of funding. The Grants component allows administrators to add, edit or delete funds and set properties and access to security organizations as well as associate Grants to Programs, Services, and specific client records.
 - Evaluation – Evaluation codes are a three-tier component used to standardize user input for some drop down lists through the system without configuration, supporting Evaluation Types with Evaluation Groups and Codes. Manage Evaluation codes including Evaluation Access, Quick Barrier, Health, Goal, Screenings, and Prescriptions setup. The following Evaluation Types are applicable to ClientTrack Essentials:
 - Barriers

- Goals
 - Provider Administration – Administrators have Provider management tools including Provider Access, Merge and Delete options to manage provider records within the system.
- Support – ClientTrack includes an internal support ticketing system to enable end users to submit tickets to the local administrator and the tickets to be submitted to Eccovia technical support when a system issue is confirmed. Tickets are submitted by selecting Help on the form in which the error is occurring to include metadata to aid in resolution of the ticket. Support enables the ability to search, edit, add notes and update status.



MEMORANDUM

DATE: December 15, 2025
FROM: Bill Murphy, Police Chief
SUBJECT: Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of 55 Axon Incorporated Taser Energy Devices, Taser 10 Model, at a Cost Not to Exceed \$284,178 Distributed over a Five-Year Period
DOLLAR AMOUNT: \$284,178.00
BUDGETED: Yes
BUDGET SOURCE: Expanded Budget Item
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The Police Department recommends waiving competitive bidding requirement and authorizing the purchase of 55 Axon Incorporated Taser Energy Devices, Taser 10 model, at a cost not to exceed \$284,178 over a five-year period. The purchase will replace 55 existing Taser Energy Devices; funds for this purchase have been allocated as an expanded budget item.

MEMO

The majority of the Police Department's current inventory of Taser Energy Devices, commonly known as Tasers, are scheduled to be phased out by the manufacturer, Axon. Given that the replacement of Taser Energy Devices is not susceptible of competitive bidding, representatives from the Police Department have researched and evaluated various options available for the replacement of said Taser Energy Devices. In 2025, staff secured a grant that enabled the purchase of five of the newest Taser 10 packages. Axon has proposed a buyback of the 55 legacy Tasers at \$300 each, totaling \$16,500, contingent upon a commitment to fully transition to the new Taser 10 platform. This package includes replacement devices, necessary accessories, five years of training, live cartridges, a virtual-reality (VR) headset, and a VR-based training program.

Axon is offering this comprehensive upgrade at a single price of \$284,178 or through a five-year interest-free payment plan at \$56,835.60 annually. Axon also offers a buyback option at the end of the contract term.

Staff estimates that buying the package now will allow the Village significant savings, as the annual costs have been increasing from three to eight percent a year.

RESOLUTION NUMBER 25- _____

RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE OF 55 AXON INCORPORATED TASER ENERGY DEVICES, TASER 10 MODEL, AT A COST NOT TO EXCEED \$284,178 DISTRIBUTED OVER A FIVE-YEAR PERIOD

WHEREAS, the Wheeling Police Department currently owns 55 legacy Taser Energy Devices, which are approximately three to ten years old; and

WHEREAS, the majority of the legacy Taser Energy Devices have exceeded their product life expectancy and are scheduled to be phased out by the manufacturer; and

WHEREAS, these legacy Taser Energy Devices are beyond their intended service and warranty agreements, and critical replacement components are costly and may no longer be available; and

WHEREAS, the manufacturer has proposed a buyback of the Police Department's 55 legacy Taser Energy Devices totaling \$16,500; and

WHEREAS, given that the replacement of Taser Energy Devices is not susceptible of competitive bidding, representatives from the Police Department have researched and evaluated various options available for the replacement of said Taser Energy Devices; and

WHEREAS, staff evaluated proposals for new Taser Energy Devices according to product reliability, compatibility, service agreements and warranties, product life expectancy, and total cost; and

WHEREAS, the proposal submitted by Axon Incorporated was the most suitable for the Wheeling Police Department, and the purchase of 55 Taser Energy Devices is in the best interest of the Village of Wheeling and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding requirements are hereby waived, and that the Village Manager is hereby authorized to purchase 55 Axon Incorporated Taser Energy Devices at a cost not to exceed \$284,178.

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

President Horcher _____

Trustee Krueger _____ Trustee Ruffatto _____

Trustee Lang _____ Trustee Vito _____

Trustee Papantos _____ Trustee Vogel _____

ADOPTED this 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-726055-45996DB

Issued: 12/05/2025

Quote Expiration: 12/16/2025

Estimated Contract Start Date: 02/15/2026

Account Number: 110903

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Wheeling Police Department - IL 1 Community Blvd Wheeling, IL 60090-2726 USA	Wheeling Police Department - IL 1 Community Blvd Wheeling IL 60090-2726 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Michael Bieschke Email: mbieschke@wheelingil.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$284,178.00
ESTIMATED TOTAL W/ TAX	\$284,178.00

Discount Summary

Average Savings Per Year	\$16,958.41
TOTAL SAVINGS	\$84,792.03

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$20,000.00	\$0.00	\$20,000.00
Jan 2026	\$36,835.60	\$0.00	\$36,835.60
Jan 2027	\$56,835.60	\$0.00	\$56,835.60
Jan 2028	\$56,835.60	\$0.00	\$56,835.60
Jan 2029	\$56,835.60	\$0.00	\$56,835.60
Jan 2030	\$56,835.60	\$0.00	\$56,835.60
Total	\$284,178.00	\$0.00	\$284,178.00

Quote Unbundled Price: **\$368,988.00**
 Quote List Price: **\$300,678.00**
 Quote Subtotal: **\$284,178.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	60	\$107.36	\$86.66	\$81.66	\$269,478.00	\$0.00	\$269,478.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
Total							\$284,178.00	\$0.00	\$284,178.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	2	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	55	2	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	2	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	830	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	50	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	5	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	2	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	55	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	11	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	55	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	01/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	07/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	07/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	01/15/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	01/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	55	02/15/2026	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	55	02/15/2026	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/15/2026	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	55	02/15/2026	02/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	55
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	55
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	2	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	55	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	11	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	55	01/15/2027	02/14/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/15/2027	02/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1 Community Blvd	Wheeling	IL	60090-2726	USA
2	1 Community Blvd	Wheeling	IL	60090-2726	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Services	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,700.00	\$0.00	\$2,700.00
Upfront Services	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$5,300.00	\$0.00	\$5,300.00
Total				\$20,000.00	\$0.00	\$20,000.00

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$36,835.60	\$0.00	\$36,835.60
Total				\$36,835.60	\$0.00	\$36,835.60

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$56,835.60	\$0.00	\$56,835.60
Total				\$56,835.60	\$0.00	\$56,835.60

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$56,835.60	\$0.00	\$56,835.60
Total				\$56,835.60	\$0.00	\$56,835.60

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$56,835.60	\$0.00	\$56,835.60
Total				\$56,835.60	\$0.00	\$56,835.60

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	55	\$56,835.60	\$0.00	\$56,835.60
Total				\$56,835.60	\$0.00	\$56,835.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/5/2025





MEMORANDUM

DATE: December 15, 2025
FROM: Jon Sfondilis, Village Manager
SUBJECT: PRESENTATION RE: Indian Trails Public Library *One Book One Community* Program
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: n/a
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

Indian Trails Public Library Executive Director Brian Shepard will give a brief presentation on the library's *One Book, One Community* event, now in its tenth year.



MEMORANDUM

DATE: December 15, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of an Entertainment Establishment for Delta Kilo, Inc., 401 E. Dundee Road [Docket No. PSU25-0015]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Petitioner Delta Kilo, Inc. is requesting special use approval to permit the operation of an entertainment establishment associated with a proposed restaurant named Red Bottle Restaurant at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office. At the December 3, 2025 hearing, the Plan Commission recommended approval of this request. The petitioner is also requesting special use approval to permit an assembly use for a banquet facility, and that request immediately follows this item on the December 15 agenda.

MEMO

The petitioner is proposing to operate Red Bottle Restaurant, a full-service restaurant that will also include scheduled entertainment events such as karaoke nights, trivia events, and occasional stand-up comedy. The identified hours of operations would be Monday through Thursday from noon to 2:00 a.m., Friday & Saturday from 9:00 a.m. to 4:00 a.m., and Sunday from 9:00 a.m. to 2:00 a.m. The hours of operation will be dictated by the liquor license granted by the Village's Liquor Control Commission.

At its December 3 meeting, the Plan Commission granted the petitioner minor appearance approval to re-establish an outdoor dining area, but the conditions of the attached ordinance require all entertainment activities to be held indoors.

Plan Commission Recommendation

At the December 3, 2025 Plan Commission hearing, Commissioner Karl moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PSU25-0015, granting Special Use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of an entertainment establishment for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the exhibits listed below and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

There being six 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 for the granting of a special use to permit the operation of an entertainment establishment for Delta Kilo, Inc., subject to conditions.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0015]

Exhibits: Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)

Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025PC

Staff Report with Report Attachments

Findings of Fact - Draft

Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF AN ENTERTAINMENT ESTABLISHMENT FOR DELTA KILO, INC., 401 E. DUNDEE ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 3, 2025, duly noticed in the *Daily Herald* on November 18, 2025, to consider a petition for Special Use approval by Delta Kilo, Inc. (hereinafter referred to as "Petitioner"), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an entertainment establishment, located at 401 E. Dundee Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the B-3, General Commercial and Office 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 6 ayes and 0 nays with 1 absent; and

WHEREAS, the special use approval of this Ordinance is contingent upon approval of Docket No. PSU25-0026, seeking special use approval to permit the operation of an assembly hall (banquet facility) the Subject Site; 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;

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 or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.
- That the special use as requested will not be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.
- That the establishment of the special use will not impede or interfere with the normal and orderly development and improvement of surrounding property for uses permitted in the district,
- That the proposed use and development will be adequately served by essential public facilities and services, or the applicant will provide adequately for such services.
- That the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets and parking areas and driveways will be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets. and
- That the proposed use will comply with the regulations and stipulations specified for such use.

Section B

A special use is hereby granted to the Petitioner under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an Entertainment Establishment in the B-3, General Commercial and Office Zoning District, located at the Subject Site, hereinafter legally described:

LEGAL DESCRIPTION:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 7 IN THE SUBDIVISION OF THE NORTH 165 FEET OF THE WEST 232.55 FEET OF LOT 1 OF FORKE'S TORRENS SUBDIVISION, RECORDED JANUARY 26, 1925 AS DOCUMENT 242827 WITH THE SOUTH LINE OF DUNDEE ROAD (66 FEET WIDE); THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH LINE OF DUNDEE ROAD, 481.20 FEET TO A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 4 IN WHEELING CENTER, RECORDED AUGUST 30, 1950 AS DOCUMENT 14890440, THENCE SOUTH 00°04'46" WEST, ALONG SAID PARALLEL LINE, 161.75 FEET TO AN IRON PIPE; THENCE SOUTH 44°45'21" WEST, 42.47 FEET TO AN IRON PIPE ON THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°11'22" WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 146.95 FEET TO AN IRON PIPE; THENCE SOUTH 45°11'22" WEST, 42.43 FEET TO A P.K NAIL ON A LINE 30 00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 4; THENCE SOUTH 00°11'22" WEST, ALONG THE WEST LINE OF THE EAST 30.00 FEET OF SAID LOT 4, A DISTANCE OF 104.40 FEET TO A P.K. NAIL ON THE SOUTHWEST CORNER OF SAID EAST 30.00 FEET OF LOT 4; THENCE SOUTH 08°38'46" EAST, ALONG A STRAIGHT LINE TO THE NORTHWEST CORNER OF LOT 35 IN COUNTY CLERK'S DIVISION RECORDED MARCH 28, 1905 AS DOCUMENT 3670973, A DISTANCE OF 64.86 FEET TO AN IRON PIPE ON THE SOUTH LINE OF LOT 24 IN SAID COUNTY CLERK'S DIVISION; THENCE SOUTH 58°35'07" WEST, ALONG SAID SOUTH LINE OF LOT 24, A DISTANCE OF 97.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; THENCE NORTH 35°59'53" WEST, ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 24, THENCE NORTH 58°35'07" EAST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 4.79 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN SAID COUNTY CLERKS DIVISION; THENCE NORTH 31°23'17" WEST, ALONG THE EAST LINES OF LOTS 21, 20, 17 AND 16 IN SAID COUNTY CLERK'S DIVISION, 149.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 58°35'07" WEST, ALONG THE NORTH LINES OF SAID LOT 16 AND LOT 15 IN SAID COUNTY CLERKS DIVISION, 163.74 FEET TO THE EAST LINE OF MILWAUKEE AVENUE (66 FEET WIDE); THENCE NORTH 35°59'53" WEST, ALONG SAID EAST LINE OF MILWAUKEE AVENUE, 150.28 FEET TO THE NORTH LINE OF LOT 2 IN SAID FORKE'S TORRENS SUBDIVISION, RECORDED OCTOBER 7, 1924 AS DOCUMENT 232654; THENCE NORTH 58°35'07" EAST, ALONG SAID NORTH LINE OF LOT 2 AND THE EASTERLY PROLONGATION THEREOF, 141.00 FEET; THENCE NORTH 28°45'49" WEST, 158.49 FEET; THENCE NORTH 17°48'35" WEST, ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE OF LOT 7, A DISTANCE OF 103.55 FEET; THENCE NORTH 19°18'23" WEST, ALONG SAID WESTERLY LINE OF LOT 7, A DISTANCE OF 66.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD IN CASE 94L50354.)

Section C

The Special Use granted in Section B of this Ordinance is subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

Section D

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 prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)
- Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

Section E

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

Trustee _____ moved, second by Trustee _____,
that Ordinance No. _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Docket No. PSU25-0015
Special Use to Permit the Operation of an Entertainment Establishment
(Red Bottle Restaurant/Delta Kilo, Inc.)

Ordinance No. _____ passed and approved this 15th day of December, 2025, by the President and Board of Trustees, Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 16th day of December, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Docket No. PSU25-0015
Special Use to Permit the Operation of an Entertainment Establishment
(Red Bottle Restaurant/Delta Kilo, Inc.)

Exhibit A (Attached)

- Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)
- Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

Cover Letter / Project Narrative
Proposed Special Use Permit – Tavern/Restaurant with Entertainment
Red Bottle Restaurant – Delta Kilo Inc
401 E Dundee Rd, Wheeling, IL 60090

To Whom It May Concern,

We are submitting this application to request a Special Use Permit for the operation of a tavern/ restaurant with limited live entertainment at the above-mentioned location, within an existing commercial shopping center. We are requesting Special use permit for Assembly Use as well to act as banquette hall for small celebrations, family gatherings, private birthday parties etc.

Project Overview

The proposed business will be a full-service restaurant and tavern featuring modern European cuisine and a high-quality beverage program. To enhance the dining and social experience, we plan to host scheduled entertainment such as karaoke nights, trivia events, and occasional stand-up comedy, all held indoors and fully compliant with local noise ordinances. We also plan to use small dining room as banquette hall to host small private celebrations or events.

This type of social dining and entertainment concept has proven highly successful in surrounding communities and will serve as a dynamic gathering place for adults seeking food, drinks, and connection in a safe, well-managed environment. The business is expected to generate approximately \$250,000 in monthly revenue, contributing significantly to local sales tax collections and economic activity.

Background of the Business

Our management team brings years of experience in both hospitality and business operations. We are committed to building a reputable, community-focused establishment that adds value to the neighborhood and operates with professionalism, safety, and inclusivity.

Operational Details

- **Hours of Operation:**
 - **Friday & Saturday:** 9:00 AM – 4:00 AM
 - **Sunday:** 9:00 AM – 2:00 AM
 - **Monday through Thursday:** 12:00 PM – 2:00 AM
- **Occupancy:** 230 persons
- **Employees:** 12 staff members on-site during peak operations

- **Seating:** Approximately 200 seats, including bar and dining areas
- **On-Site Vehicles:** No company fleet; staff and patrons will use shared shopping center parking, which is more than adequate, especially since peak hours begin after most businesses in the center have closed for the day

Land Use and Compatibility

The proposed business is located within an existing shopping center that previously housed a restaurant and is already zoned for commercial use. There are no adjacent residential properties, and all entertainment and dining activities will occur indoors. The site offers safe and efficient access from public roads and includes well-maintained parking and landscaping.

Our use will not require any structural changes or zoning variances beyond this Special Use Permit. The business is designed to be compatible with the surrounding commercial environment, generate positive community engagement, and support the ongoing development and vitality of the area.

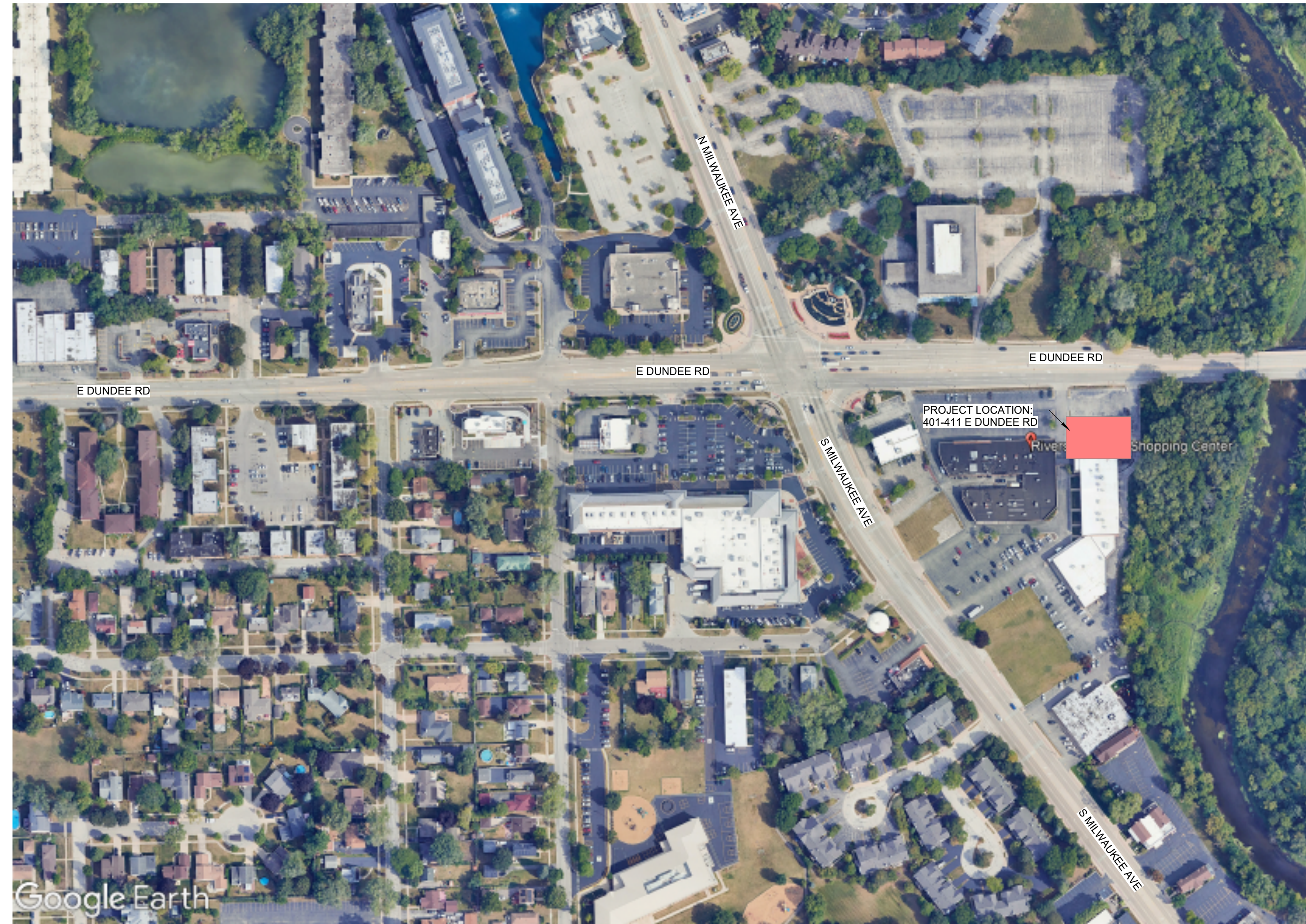
We appreciate your consideration and look forward to working collaboratively to bring a vibrant, responsible, and economically beneficial establishment to the community.

Sincerely,
Dmitry Khlebnikov
President

Red Bottle Restaurant – Delta Kilo Inc

RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA
WHEELING, IL 60090



ABBREVIATIONS

ACT.	ACTUAL	LAV.	LAVATORY
ADJ.	ADJACENT	LB.	POUND(S)
A.F.F.	ABOVE FINISHED FLOOR	L.P.	LOW POINT
ALUM.	ALUMINUM	MAX.	MAXIMUM
ALT.	ALTERNATE	MEZZ.	MEZZANINE
APPD.	APPROVED	MFR.	MANUFACTURER
BD.	BOARD	MECH.	MECHANICAL
B/	BOTTOM OF	MIN.	MINIMUM
C.J.	CONTROL JOINT	MISC.	MISCELLANEOUS
C.L.	CENTER LINE	M.O.	MASONRY OPENING
C.M.U.	CONCRETE MASONRY UNIT	MTL.	METAL
COL.	COLUMN	N	NORTH
CONC.	CONCRETE	N.I.C.	NOT IN CONTRACT
CONST.	CONSTRUCTION	NO.	NUMBER
CONT.	CONTINUE, CONTINUOUS	N.T.S.	NOT TO SCALE
C.T.	CERAMIC TILE	O.C.	ON CENTER
CU. FT.	CUBIC FOOT	OCC.	OCCUPANT/OCCUPANCY
DIA.	DIAMETER	O.D.	OUTSIDE DIAMETER
DIM.	DIMENSION	O.H.	OVER HEAD
DN.	DOWN	OPNG.	OPENING
D.O.	DOOR OPENING	OPP.	OPPOSITE
D.S.	DOWNSPOUT	PLBG.	PLUMBING
DWG.	DRAWING	PR.	PAIR
EA.	EACH	PTD.	PAINTED
EL.	ELEVATION	P.S.I.	POUNDS PER SQUARE INCH
ELEC.	ELECTRICAL	QTY.	QUANTITY
EQ.	EQUAL	R	RISER
EQUIP.	EQUIPMENT	REF.	REFERENCE
EST.	ESTIMATE	REINF.	REINFORCEMENT
E.W.C.	ELECTRIC WATER COOLER	REQ.	REQUIRED
EXT.	EXTERIOR	RM.	ROOM
E.J.	EXPANSION JOINT	R.O.	ROUGH OPENING
F.D.	FLOOR DRAIN	S.A.B.	SOUND ATTENUATION BLANKET
F.E.C.	FIRE EXTINGUISHER CABINET	S.F.	SQUARE FEET
F.H.C.	FIRE HOSE CABINET	SIM.	SIMILAR
FIN.	FINISH	SPEC.	SPECIFICATION
FT.	FEET, FOOT	SQ.	SQUARE
GA.	GAGE, GAUGE	S.T.C.	SOUND TRANSMITTANCE CRITERIA
GALV.	GALVANIZED	S.S.	STAINLESS STEEL
GL.	GLASS	STD.	STANDARD
GYP.BD.	GYP.SUM BOARD	STL.	STEEL
HD.	HEAD	STRUCT.	STRUCTURAL
H.M.	HOLLOW METAL	T.	TREAD
HOR.	HORIZONTAL	T/	TOP OF
H.P.	HIGH POINT	THK.	THICK, THICKNESS
HR.	HOUR	THRU.	THROUGH
HT.	HEIGHT	TYP.	TYPICAL
I.D.	INSIDE DIAMETER	U.N.O.	UNLESS NOTED OTHERWISE
IN.	INCH	V.C.T.	VINYL COMPOSITION TILE
INSUL.	INSULATION	VERT.	VERTICAL
INT.	INTERIOR	V.I.F.	VERIFY IN FIELD
JT.	JOINT	WD.	WOOD

DRAWING SYMBOLS

ROOM TAG	WALL / PARTITION	DOORS
CALLOUT	INTERIOR ELEVATION	FIRE SEPARATION RATING
SECTION	EXTERIOR ELEVATION	TRAVEL DISTANCE

MATERIAL SYMBOLS

DRAWING LIST

ARCHITECTURAL	TITLE SHEET
A001	ARCHITECTURAL NOTES & MOUNTING HEIGHTS
A002	LIFE SAFETY EGRESS PLAN
ARCHITECTURAL	DEMOLITION FLOOR PLAN
A100	FIRST SITE/ FLOOR PLAN AND SIGN DETAILS
A110	SEATING PLAN
A120	EQUIPMENT FLOOR PLAN
E100	ELECTRICAL FLOOR PLAN AND SCHEDULE

APPLICABLE CODES

- (WITH LOCAL AMENDMENTS TO EACH)
- 2021 INTERNATIONAL BUILDING CODE
 - 2021 INTERNATIONAL FIRE CODE
 - 2021 INTERNATIONAL FUEL GAS CODE
 - 2021 INTERNATIONAL MECHANICAL CODE
 - 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE
 - 2021 INTERNATIONAL EXISTING BUILDING CODE
 - 2017 NATIONAL ELECTRICAL CODE
 - 2014 ILLINOIS STATE PLUMBING CODE
 - 2021 ILLINOIS STATE ENERGY CONSERVATION CODE
 - 2018 ILLINOIS ACCESSIBILITY CODE

EXISTING BUILDING DESCRIPTION

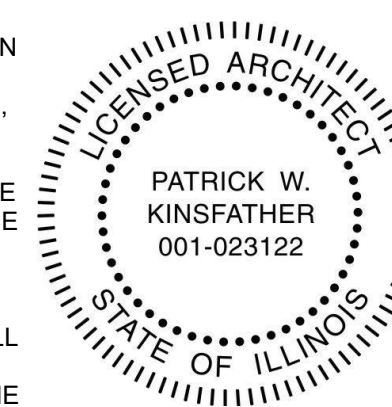
- EXISTING MASONRY MULTI-TENANT ONE STORY BUILDING
- 100% AUTOMATIC SPRINKLER SYSTEM
 - FIRE ALARM SYSTEM
 - ZONING DISTRICT = GENERAL COMMERCIAL DISTRICT (B-3)
 - OCCUPANCY GROUP = MODERATE HAZARD STORAGE A-2
 - CONSTRUCTION TYPE = TYPE III-B, WOOD ROOF STRUCTURE SUPPORTED BY STEEL COLUMNS WITH MASONRY EXTERIOR WALLS
 - TOTAL EXISTING BUILDING AREA = 5,310.0 S.F.
 - INTERIOR BUILD-OUT TOTAL AREA = 140 S.F.
 - NUMBER OF EXITS = 5 EXITS
 - MAX. EXIT ACCESS TRAVEL DISTANCE = 250 FT

DESCRIPTION OF NEW WORK

- NEW EQUIPMENT PLAN
- NEW SEATING PLAN
- REMOVE EXISTING PARTITION FOR BAR EXTENSION
- REPLACE EXISTING SINK IN TOILET 107
- PROVIDE NEW CONVENIENCE DUPLEX RECEPTACLE
- REPLACED SIGN PANEL FACES, BOTH SIDES
- NO MODIFICATIONS TO EXISTING BUILDING FOUNDATIONS AND EXTERIOR WALLS
- NO MODIFICATIONS TO EXISTING PLUMBING AND MECHANICAL

CODE COMPLIANCE STATEMENT AND SEAL

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE WHEELING BUILDING CODE, INCLUDING, BUT NOT LIMITED TO, THE 2021 INTERNATIONAL BUILDING CODE, 2021 INTERNATIONAL FIRE CODE, 2021 INTERNATIONAL FUEL GAS CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 INTERNATIONAL EXISTING BUILDING CODE, 2017 NATIONAL ELECTRICAL CODE, 2014 ILLINOIS STATE PLUMBING CODE, 2021 ILLINOIS STATE ENERGY CONSERVATION CODE, 2018 ILLINOIS ACCESSIBILITY CODE, EACH OF WHICH HAVE BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS AND HEREBY CERTIFIES THAT THE PLANS AND SPECIFICATIONS FOR THE PROPERTY BELOW HAVE BEEN DESIGNED IN ACCORDANCE WITH THE WHEELING BUILDING CODE. IT IS UNDERSTOOD THAT APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPARTMENT FOR REVIEW IS A CONDITIONAL APPROVAL ONLY AND CONSTRUCTION SHALL REMAIN SUBJECT TO ALL PROVISIONS OF THE FOREMENTIONED WHEELING BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT, IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE WHEELING BUILDING CODE, THE WHEELING BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.



EXPIRES 11/30/26

SIGNATURE:
PATRICK W. KINSFATHER

2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

NO.	DESCRIPTION	DATE
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RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

TITLE SHEET

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A000

SCALE	As indicated
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GENERAL NOTES

- THESE GENERAL NOTES SHALL APPLY TO THE CONTRACTION DOCUMENTS AND SHALL GOVERN UNLESS NOTED OTHERWISE BY GENERAL NOTES OR KEYNOTES ON SPECIFIC SHEETS.
- THESE DRAWINGS INDICATE IN GENERAL THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN INTENT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND TYPE OF STRUCTURAL, MECHANICAL, AND ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. AS INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
- ARCHITECTURAL DRAWINGS MUST ALWAYS BE READ IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS. ANY DISCREPANCY BETWEEN THESE DRAWINGS AND DOCUMENTS SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER FOR CLARIFICATION AND VERIFICATION.
- CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES IN THE EVENT OF AN OMISSION OF NECESSARY DIMENSIONS. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES ON THE DRAWINGS OR FIELD CONDITIONS AND SHALL NOT PROCEED WITH THE WORK UNTIL THE DISCREPANCIES ARE RESOLVED.
- THE CONTRACTOR GUARANTEES ALL WORK AGAINST FAULTY OR DEFECTIVE MATERIALS OR WORKMANSHIP. ALL WORK SHALL BE ENTIRELY WATERTIGHT AND LEAK PROOF. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO THE ARCHITECT OF ANY MATERIALS, EQUIPMENT, OR DESIGN FEATURES WHICH HE BELIEVES INADEQUATE OR UNSUITABLE, IN VIOLATION OF LAWS, ORDINANCES, OR RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK, AND OF ANY NECESSARY ITEMS OR WORK OMITTED FROM THE CONTRACT DOCUMENTS.
- CONTRACTOR IS REQUIRED TO REVIEW CONTRACT DOCUMENTS AND TO VISIT THE SITE BEFORE SUBMITTING BID. COMPARE THE CONTRACT DOCUMENTS WITH THE VISIBLE EXISTING CONDITIONS AND INFORM ARCHITECT AS TO ANY DISCREPANCIES IN THE DOCUMENTS OR IN THE EXISTING CONDITIONS PRIOR TO BID SUBMISSION SO AN ADDENDUM CAN BE ISSUED. FAILURE TO REVIEW THE CONTRACT DOCUMENTS OR VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR FROM THE NECESSITY OF FURNISHING ANY MATERIALS OR PERFORMING ANY WORK THAT MAY BE REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY WORK SO REQUIRED WILL BE WITHOUT ADDITIONAL COSTS TO THE OWNER.
- CONTRACTOR SHALL OBTAIN PERMITS REQUIRED TO PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS AND PROCEDURES OF ANY AND ALL AUTHORITIES HAVING JURISDICTION.
- ERRORS AND/OR OMISSIONS IN ROOM, DOOR AND WINDOW SCHEDULES DO NOT RELIEVE THE CONTRACTOR FROM EXECUTING WORK SHOWN IN DRAWINGS OR DESCRIBED IN SPECIFICATIONS.
- NOTES APPEARING ON VARIOUS DRAWINGS FOR DIFFERENT SYSTEMS AND MATERIALS ARE TO BE REVIEWED, COORDINATED, AND ARE TO BE APPLIED TO ALL RELATED DRAWINGS AND DETAILS.
- PLANS WERE DEVELOPED FROM INFORMATION SUPPLIED BY THE OWNER AND EXISTING CONDITIONS OBSERVED. ANY DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO STARTING WORK ON A GIVEN ITEM AND BEFORE INCURRING ADDITIONAL COSTS.
- PRIOR TO INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BRING TO THE ATTENTION OF THE ARCHITECT ANY DISCREPANCIES. FABRICATION SHALL BE BASED ON THE ACTUAL FIELD DIMENSIONS ONLY.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING ACTUAL LAYOUT OF ALL STRUCTURAL MEMBERS FOR APPROVAL PRIOR TO INSTALLATION, ALL MEMBERS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS INCLUDING BRACING, SPACING, ETC.
- CUTTING OR MODIFICATIONS OF THE STRUCTURE ARE NOT PERMITTED UNLESS APPROVED BY THE ARCHITECT IN WRITING.
- STRUCTURAL STEEL MEMBER PROFILES AS INDICATED ON ARCHITECTURAL DRAWINGS MAY VARY FROM ACTUAL PROFILES AND SIZES INDICATED ON THE STRUCTURAL DRAWINGS WHICH SHALL GOVERN.
- THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL FLOORWALL SLEEVES AND SHAFTS IN CONCRETE SLABS/WALLS WITH MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL, STRUCTURAL AND ARCHITECTURAL DRAWINGS AND DISCREPANCIES, IF ANY, TO BE BROUGHT TO THE NOTICE OF THE ARCHITECT/ENGINEER PRIOR TO EXECUTION OF WORK.
- CONTRACTOR SHALL COORDINATE WITH THE WORK OF OTHERS NOT INCLUDED IN THIS CONTRACT AS DIRECTED BY THE OWNER.
- THE CONTRACTOR SHALL COORDINATE ALL PHASING AND PROJECT LIMIT AREA AND STAGING WITH OWNER OR AS SPECIFIED AND/OR SHOWN ON DRAWINGS.
- CONTRACTOR TO PROVIDE NOISE AND DUST CONTROL IN BUILDINGS WHERE OCCUPANTS ARE ADJACENT TO THE PROJECT AREA.
- PROVIDE A SAFE MEANS OF EGRESS THROUGH AND/OR AROUND THE BUILDING AND SITE PER APPLICABLE CODES AT ALL TIMES DURING THE CONSTRUCTION PROCESS. MINIMIZE DISRUPTION TO ADJACENT AREAS/FLOORS AS MUCH AS POSSIBLE.
- ALL EXISTING OR PROPOSED ELEVATIONS (LEVELS) AND DIMENSIONS ON SITE AND ON DRAWINGS MUST BE CHECKED AND VERIFIED BY THE CONTRACTOR BEFORE THE PREPARATION OF SHOP DRAWINGS OR COMMENCEMENT OF ANY ITEM OF WORK ON THE SITE. VERIFY SIZE AND LOCATION OF ALL OPENINGS FOR MECHANICAL EQUIPMENT AND WORK WITH ALL TRADES INVOLVED.
- ALL ITEMS SPECIFIED SHALL BE USED AS PART OF THE WORK UNLESS OTHER ITEMS OF EQUAL QUANTITY ARE SUBMITTED IN WRITING AND APPROVED BY THE ARCHITECT.
- CONTRACTOR SHALL PROVIDE A DUMPSTER AT A LOCATION AS APPROVED BY DEVELOPED AND LOCAL GOVERNING AUTHORITY. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE JOB SITE DAILY AND PLACED IN THE DUMPSTER.
- CONTRACTOR SHALL COORDINATE THE WORK OF SUBCONTRACTORS ON THE JOB SO AS TO PREVENT CONFLICTS DURING CONSTRUCTION. ADDITIONAL WORK CAUSED BY A LACK OF COORDINATION BETWEEN SUBCONTRACTORS SHALL NOT BE AT THE OWNER'S EXPENSE.

TOILET ACCESSORIES:

IN PUBLIC RESTROOMS, PROVIDE:

- HAND DRYER (10 BA-4)
- LIQUID SOAP DISPENSER (10 BA-7)
- TOILET TISSUE DISPENSER (10 BA-2)
- FRAMED MIRROR (10 MIR-2)
- GRAB BARS (10 GB-1)
- UNDER-SINK PIPE WRAP (BY PLUMBING)

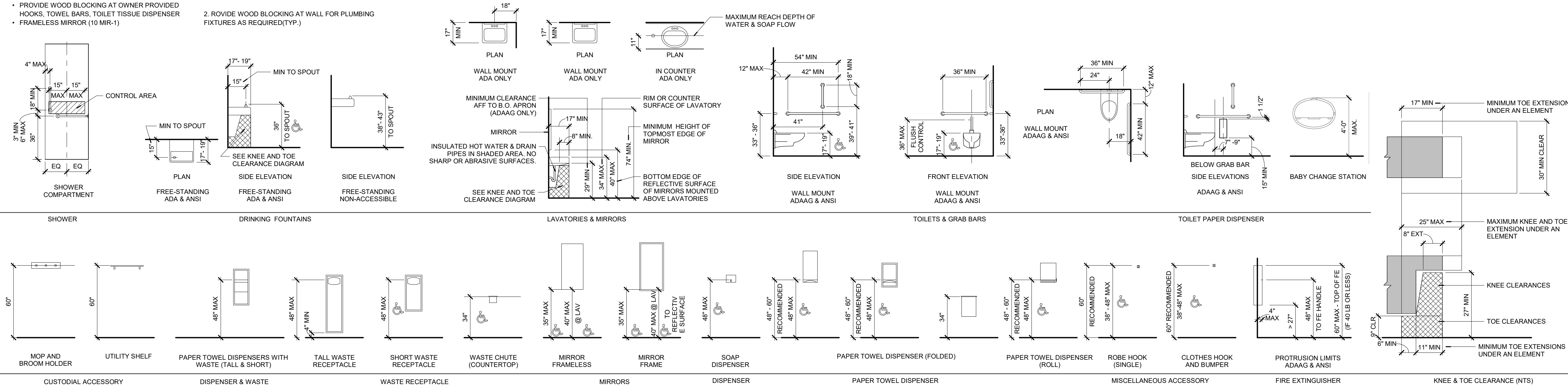
IN UNIT WASHROOMS, PROVIDE:

- PROVIDE WOOD BLOCKING AT OWNER PROVIDED HOOKS, TOWEL BARS, TOILET TISSUE DISPENSER
- FRAMELESS MIRROR (10 MIR-1)

MOUNTING HEIGHTS GENERAL NOTES

1. LIGHT SWITCHES, ELECTRICAL OUTLETS, AND OTHER ENVIRONMENTAL CONTROLS SHALL BE MOUNTED NO HIGHER THAN 48" AND NO LOWER THAN 15" ABOVE FINISHED FLOOR. IF THE CONTROL IS MOUNTED ABOVE A COUNTER OR OTHER OBSTRUCTION, WHICH IS BETWEEN 20-25" IN DEPTH, THE MAXIMUM MOUNTING HEIGHT SHALL BE LOWERED TO 44".

2. PROVIDE WOOD BLOCKING AT WALL FOR PLUMBING FIXTURES AS REQUIRED(TYP)



MOUNTING HEIGHTS - ADA RESTROOM
1/4" = 1'-0"

NO.	DESCRIPTION	DATE
2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION

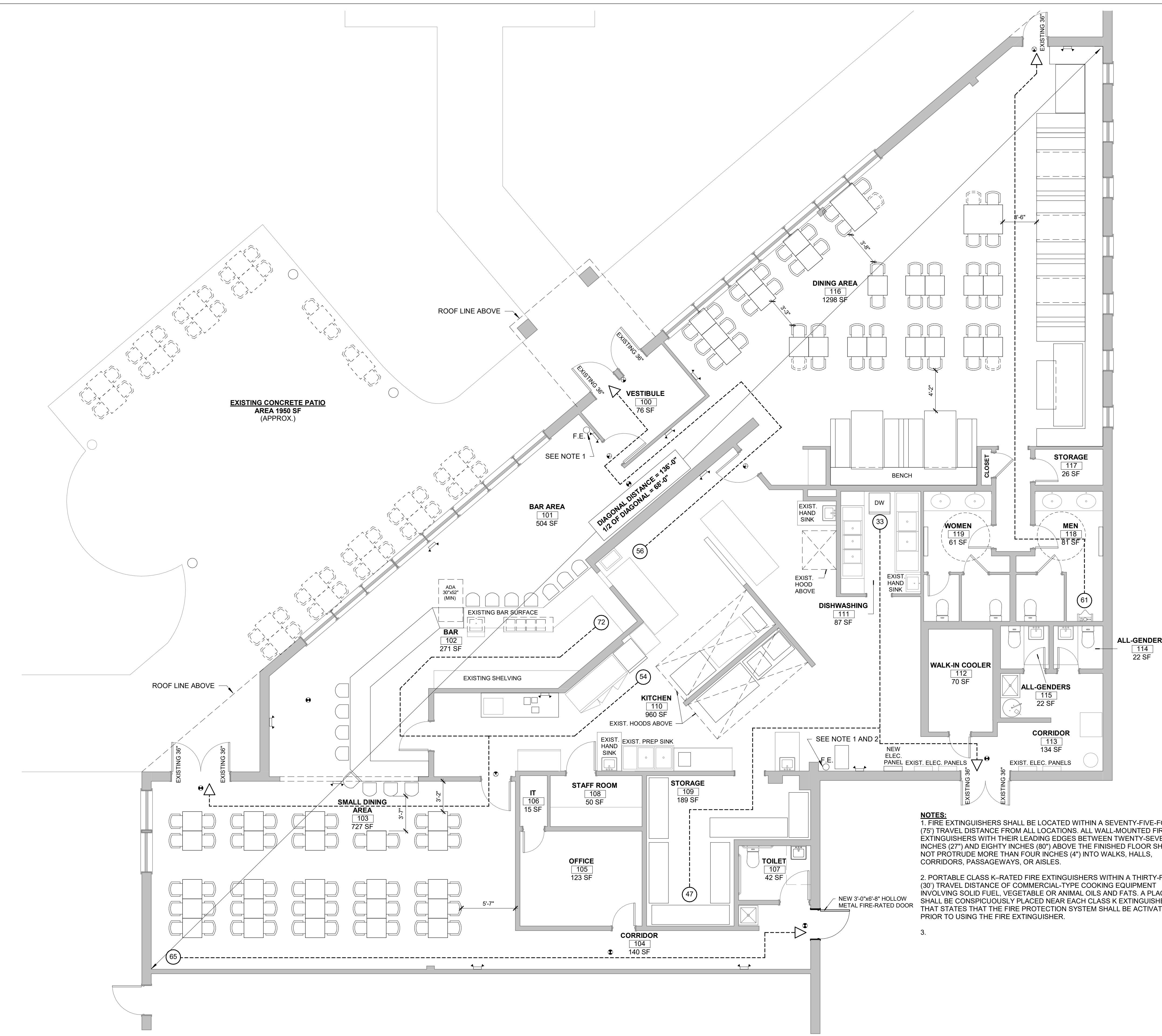
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

ARCHITECTURAL NOTES & MOUNTING HEIGHTS

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A001

SCALE As indicated



- LIFE SAFETY PLAN LEGEND**
- ⊙ WALL MOUNTED EXIT SIGN
 - ⊙ CEILING MOUNTED EXIT SIGN
 - ⚡ EMERGENCY LIGHTING
 - F.E. FIRE EXTINGUISHER
 - COMMON PATH OF TRAVEL WITH DISTANCE TO EXIT

NOTES:

1. FIRE EXTINGUISHERS SHALL BE LOCATED WITHIN A SEVENTY-FIVE-FOOT (75') TRAVEL DISTANCE FROM ALL LOCATIONS. ALL WALL-MOUNTED FIRE EXTINGUISHERS WITH THEIR LEADING EDGES BETWEEN TWENTY-SEVEN INCHES (27") AND EIGHTY INCHES (80") ABOVE THE FINISHED FLOOR SHALL NOT PROTRUDE MORE THAN FOUR INCHES (4") INTO WALKS, HALLS, CORRIDORS, PASSAGEWAYS, OR AISLES.
2. PORTABLE CLASS K-RATED FIRE EXTINGUISHERS WITHIN A THIRTY-FOOT (30') TRAVEL DISTANCE OF COMMERCIAL-TYPE COOKING EQUIPMENT INVOLVING SOLID FUEL, VEGETABLE OR ANIMAL OILS AND FATS. A PLACARD SHALL BE CONSPICUOUSLY PLACED NEAR EACH CLASS K EXTINGUISHER THAT STATES THAT THE FIRE PROTECTION SYSTEM SHALL BE ACTIVATED PRIOR TO USING THE FIRE EXTINGUISHER.
- 3.

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RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

LIFE SAFETY EGRESS PLAN

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A002

SCALE As indicated

1 LIFE SAFETY EGRESS PLAN
3/16" = 1'-0"



EXISTING ENTRANCE SIGN,
SEE SHEET 2/A100

EXISTING FABRIC
OUTDOOR SHADES FOR
PATIO ABOVE TO REMOVE

EXISTING CONCRETE PATIO
AREA 1950 SF
(APPROX.)

EXISTING LIGHT POLE
TO REMAIN, TYP.

ROOF LINE ABOVE

DINING AREA
116
1298 SF

VESTIBULE
100
76 SF

BAR AREA
101
504 SF

EXISTING FABRIC
OUTDOOR SHADES FOR
PATIO ABOVE TO REMOVE

EXISTING 3H WALL
TO REMAIN

STORAGE
117
26 SF

WOMEN
119
61 SF

MEN
118
81 SF

REMOVE EXISTING
DOOR AND WALLS

REMOVE EXISTING SWING DOOR

EXISTING BAR SURFACE

EXISTING UNDERBAR SINK
STATION TO REMAIN

EXISTING SHELVING

KITCHEN
110
960 SF

EXIST. HOODS ABOVE
TO REMAIN

EXIST. HAND
SINK

EXIST. HOOD
ABOVE TO
REMAIN

DISHWASHING
111
87 SF

WALK-IN COOLER
112
70 SF

ALL-GENDERS
114
22 SF

ALL-GENDERS
115
22 SF

ROOF LINE ABOVE

EXIST. HAND
SINK

EXIST. PREP SINK

EXIST. HAND
SINK

CORRIDOR
113
134 SF

EXIST. ELEC. PANELS

EXIST. ELEC. PANELS

EXISTING GREASE TRAP

SMALL DINING
AREA
103
727 SF

STAFF ROOM
108
50 SF

IT
106
15 SF

OFFICE
105
123 SF

STORAGE
109
189 SF

TOILET
107
42 SF

CORRIDOR
104
140 SF

EXIST. MOP
SINK

REMOVE DOOR

REMOVE EXISTING BROKEN
SINK AND INSTALL NEW SINK
IN THE SAME LOCATIONS

1 DEMOLITION FLOOR PLAN
3/16" = 1'-0"



NO.	DESCRIPTION	DATE
2	REVISED FOR PERMIT	11/10/2025
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RED BOTTLE - INTERIOR
RENOVATION

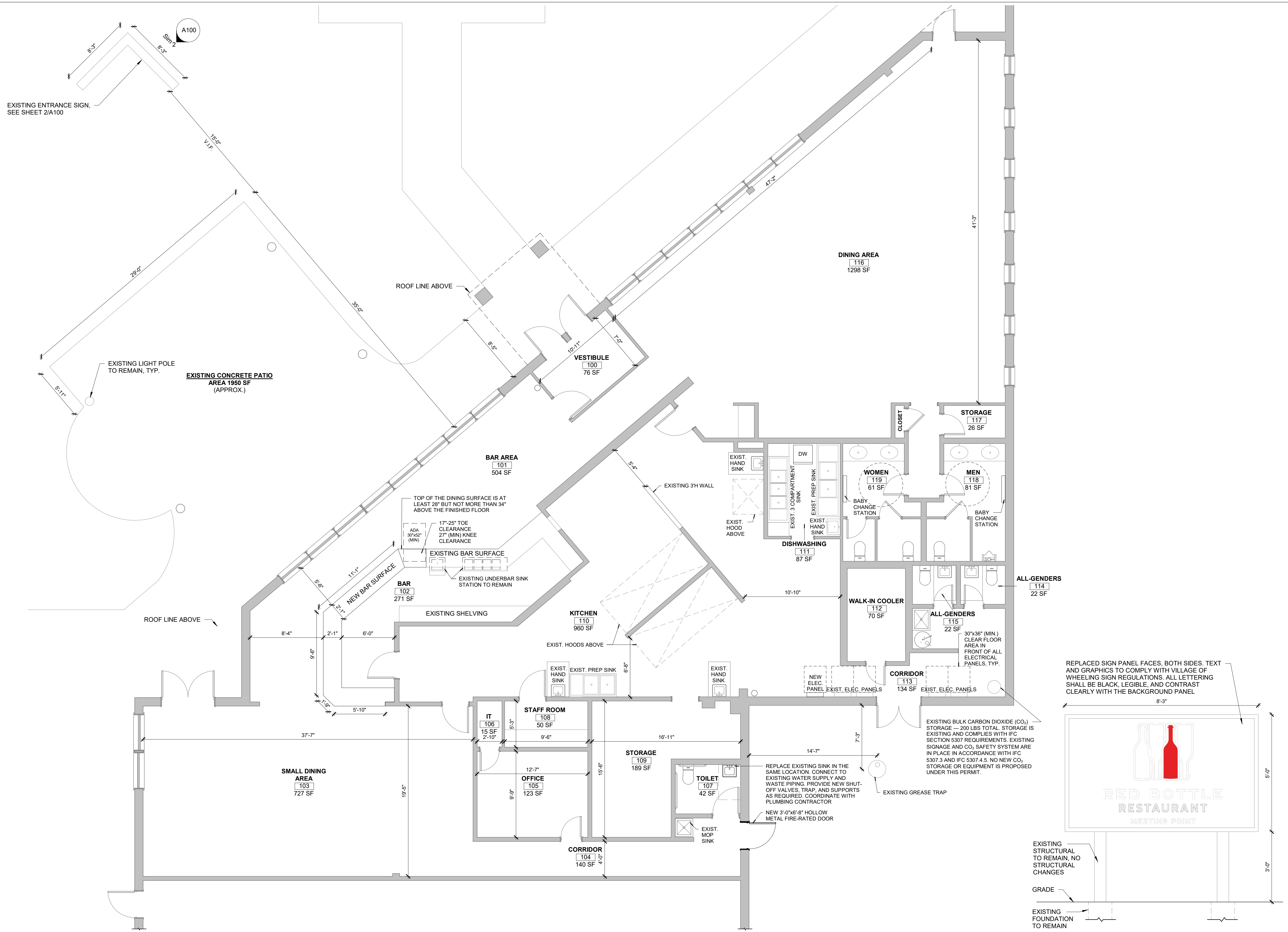
401-411 E DUNDEE RD, RIVERSIDE
PLAZA, WHEELING, IL 60090

DEMOLITION FLOOR PLAN

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

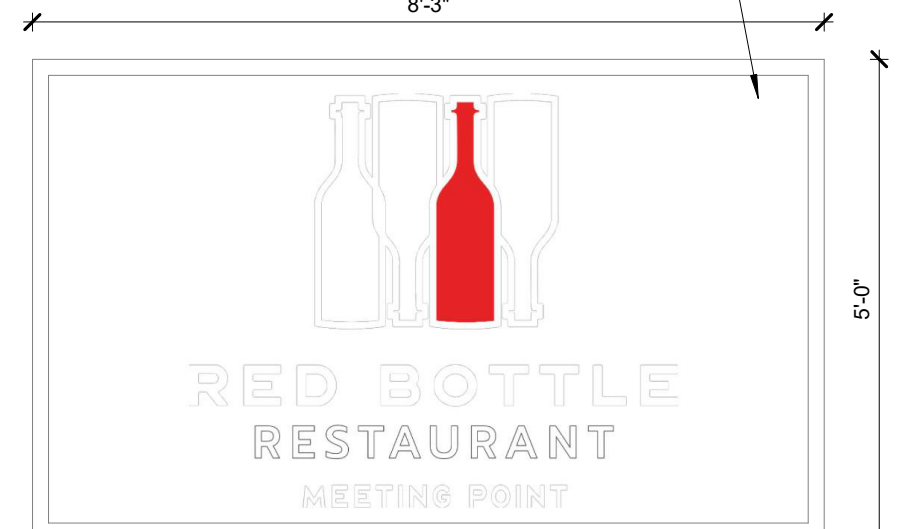
D100

SCALE 3/16" = 1'-0"

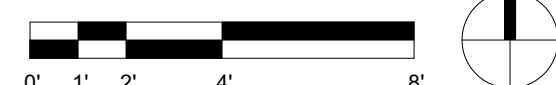


1 FIRST FLOOR PLAN
3/16" = 1'-0"

REPLACED SIGN PANEL FACES, BOTH SIDES. TEXT AND GRAPHICS TO COMPLY WITH VILLAGE OF WHEELING SIGN REGULATIONS. ALL LETTERING SHALL BE BLACK, LEGIBLE, AND CONTRAST CLEARLY WITH THE BACKGROUND PANEL



2 POLE SIGN - ELEVATION
1/2" = 1'-0"

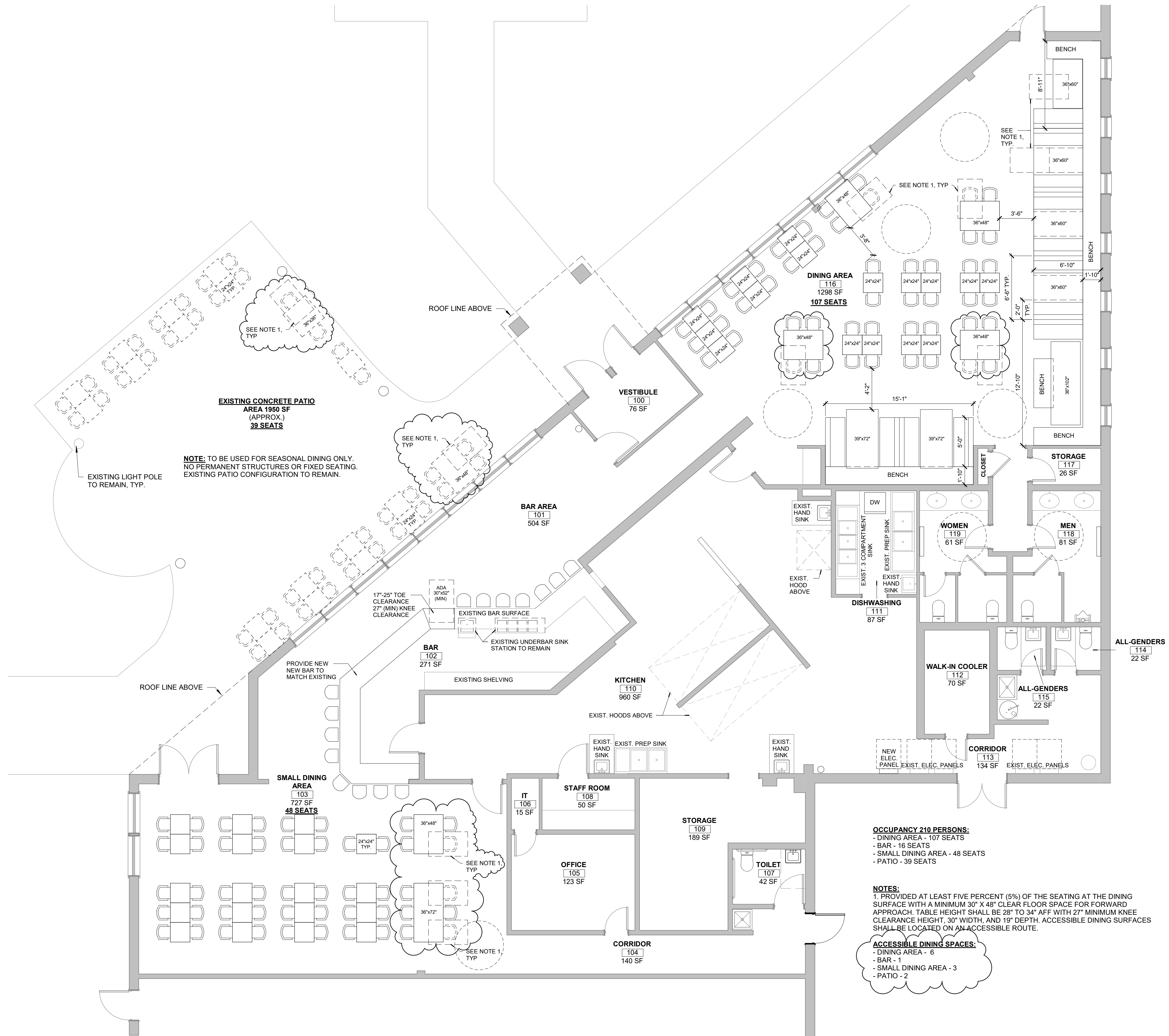


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RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
FIRST SITE/ FLOOR PLAN AND SIGN DETAILS

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A100
SCALE As indicated



NOTE: TO BE USED FOR SEASONAL DINING ONLY. NO PERMANENT STRUCTURES OR FIXED SEATING. EXISTING PATIO CONFIGURATION TO REMAIN.

OCCUPANCY 210 PERSONS:
 - DINING AREA - 107 SEATS
 - BAR - 16 SEATS
 - SMALL DINING AREA - 48 SEATS
 - PATIO - 39 SEATS

NOTES:
 1. PROVIDED AT LEAST FIVE PERCENT (5%) OF THE SEATING AT THE DINING SURFACE WITH A MINIMUM 30" X 48" CLEAR FLOOR SPACE FOR FORWARD APPROACH. TABLE HEIGHT SHALL BE 28" TO 34" AFF WITH 27" MINIMUM KNEE CLEARANCE HEIGHT, 30" WIDTH, AND 19" DEPTH. ACCESSIBLE DINING SURFACES SHALL BE LOCATED ON AN ACCESSIBLE ROUTE.

ACCESSIBLE DINING SPACES:
 - DINING AREA - 6
 - BAR - 1
 - SMALL DINING AREA - 3
 - PATIO - 2

NO.	DESCRIPTION	DATE
3	REVISED FOR PERMIT	11/18/2025
2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION
 401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

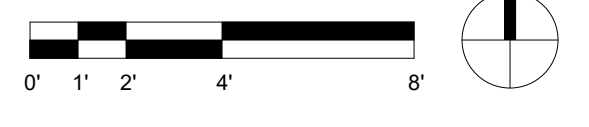
SEATING PLAN

PROJECT NUMBER C-009
 DATE 11/18/2025
 DRAWN BY RM
 CHECKED BY PK

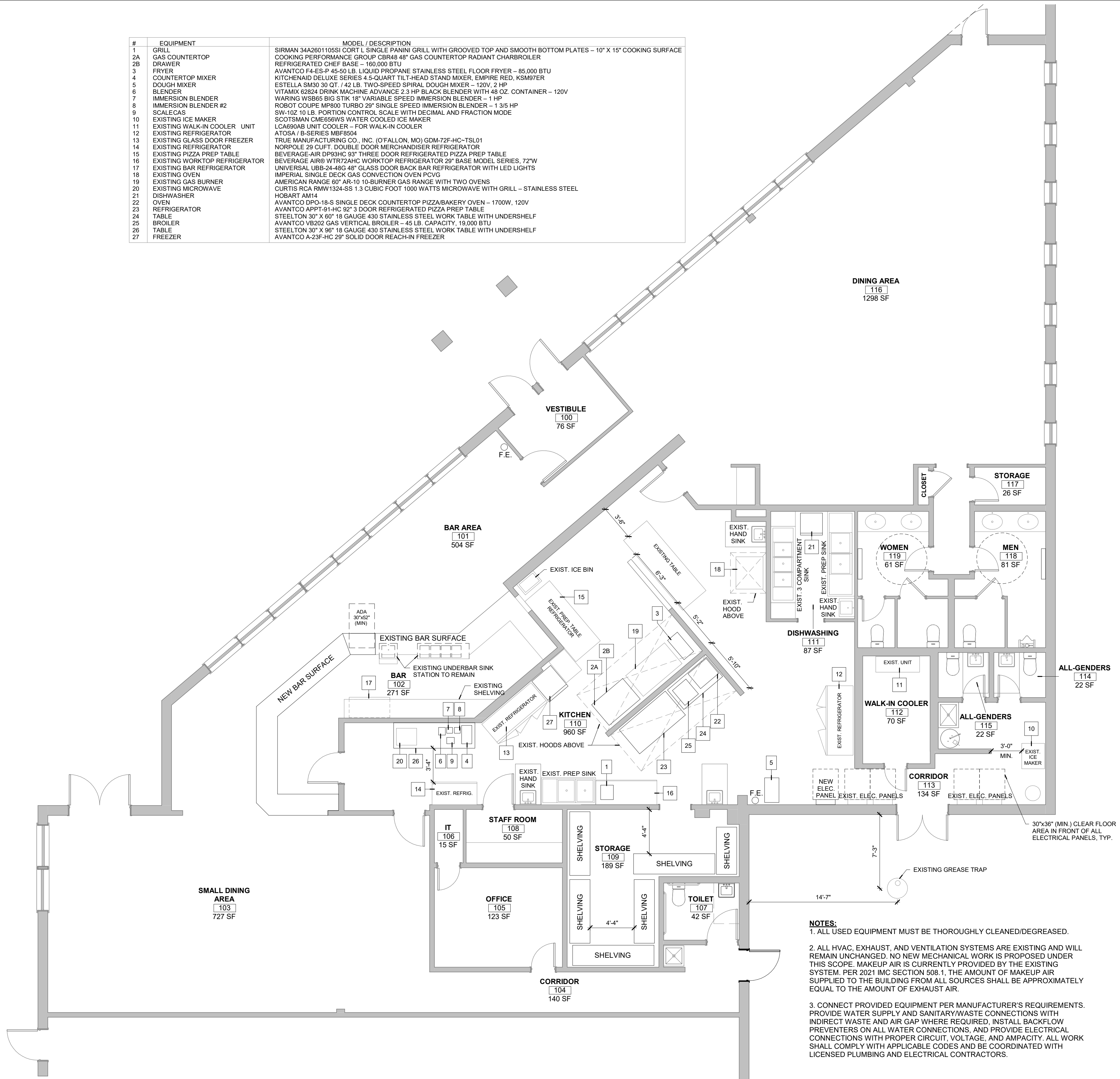
A110

SCALE 3/16" = 1'-0"

1 SEATING FLOOR PLAN
 3/16" = 1'-0"



#	EQUIPMENT	MODEL / DESCRIPTION
1	GRILL	SIRMAN 34A2601 105SI CORT L SINGLE PANINI GRILL WITH GROOVED TOP AND SMOOTH BOTTOM PLATES - 10" X 15" COOKING SURFACE
2A	GAS COUNTERTOP	COOKING PERFORMANCE GROUP CBR48 48" GAS COUNTERTOP RADIANT CHARBROILER
2B	DRAWER	REFRIGERATED CHEF BASE - 160,000 BTU
3	FRYER	AVANTCO F4-ES-P 45-50 LB. LIQUID PROPANE STAINLESS STEEL FLOOR FRYER - 85,000 BTU
4	COUNTERTOP MIXER	KITCHENAID DELUXE SERIES 4.5-QUART TILT-HEAD STAND MIXER, EMPIRE RED, KSM97ER
5	DOUGH MIXER	ESTELLA SM90 30 QT / 42 LB. TWO-SPEED SPIRAL DOUGH MIXER - 120V, 2 HP
6	BLENDER	VITAMIX 62824 DRINK MACHINE ADVANCE 2.3 HP BLACK BLENDER WITH 48 OZ. CONTAINER - 120V
7	IMMERSION BLENDER	WARING WSB85 BIG STIK 18" VARIABLE SPEED IMMERSION BLENDER - 1 HP
8	IMMERSION BLENDER #2	ROBOT COUPE MP800 TURBO 29" SINGLE SPEED IMMERSION BLENDER - 1.35 HP
9	SCALE/CAS	SW-10Z 10 LB. PORTION CONTROL SCALE WITH DECIMAL AND FRACTION MODE
10	EXISTING ICE MAKER	SCOTSMAN CME656WS WATER COOLED ICE MAKER
11	EXISTING WALK-IN COOLER UNIT	LCA690AB UNIT COOLER - FOR WALK-IN COOLER
12	EXISTING REFRIGERATOR	ATOSA / B-SERIES MBP6504
13	EXISTING GLASS DOOR FREEZER	TRUE MANUFACTURING CO., INC. (OF FALLON, MO) GDM-72F-HC-TSL01
14	EXISTING REFRIGERATOR	NORPOLE 29 CUFT. DOUBLE DOOR MERCHANDISER REFRIGERATOR
15	EXISTING PIZZA PREP TABLE	BEVERAGE-AIR DP93HC 93" THREE DOOR REFRIGERATED PIZZA PREP TABLE
16	EXISTING WORKTOP REFRIGERATOR	BEVERAGE-AIR WTR72AHC WORKTOP REFRIGERATOR 29" BASE MODEL SERIES, 72"W
17	EXISTING BAR REFRIGERATOR	UNIVERSAL UBB-24-48G 48" GLASS DOOR BACK BAR REFRIGERATOR WITH LED LIGHTS
18	EXISTING OVEN	IMPERIAL SINGLE DECK GAS CONVECTION OVEN PCVG
19	EXISTING GAS BURNER	AMERICAN RANGE 90" AR-10 10-BURNER GAS RANGE WITH TWO OVENS
20	EXISTING MICROWAVE	CURTIS RCA RMW1324-SS 1.3 CUBIC FOOT 1000 WATTS MICROWAVE WITH GRILL - STAINLESS STEEL
21	DISHWASHER	HOBART AM14
22	OVEN	AVANTCO DPO-18-S SINGLE DECK COUNTERTOP PIZZA/BAKERY OVEN - 1700W, 120V
23	REFRIGERATOR	AVANTCO APPT-91-HC 92" 3 DOOR REFRIGERATED PIZZA PREP TABLE
24	TABLE	STEELTON 30" X 60" 18 GAUGE 430 STAINLESS STEEL WORK TABLE WITH UNDERSHELF
25	BROILER	AVANTCO VB202 GAS VERTICAL BROILER - 45 LB. CAPACITY, 19,000 BTU
26	TABLE	STEELTON 30" X 96" 18 GAUGE 430 STAINLESS STEEL WORK TABLE WITH UNDERSHELF
27	FREEZER	AVANTCO A-23F-HC 29" SOLID DOOR REACH-IN FREEZER



- NOTES:**
1. ALL USED EQUIPMENT MUST BE THOROUGHLY CLEANED/DEGREASED.
 2. ALL HVAC, EXHAUST, AND VENTILATION SYSTEMS ARE EXISTING AND WILL REMAIN UNCHANGED. NO NEW MECHANICAL WORK IS PROPOSED UNDER THIS SCOPE. MAKEUP AIR IS CURRENTLY PROVIDED BY THE EXISTING SYSTEM. PER 2021 IMC SECTION 508.1, THE AMOUNT OF MAKEUP AIR SUPPLIED TO THE BUILDING FROM ALL SOURCES SHALL BE APPROXIMATELY EQUAL TO THE AMOUNT OF EXHAUST AIR.
 3. CONNECT PROVIDED EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. PROVIDE WATER SUPPLY AND SANITARY/WASTE CONNECTIONS WITH INDIRECT WASTE AND AIR GAP WHERE REQUIRED. INSTALL BACKFLOW PREVENTERS ON ALL WATER CONNECTIONS, AND PROVIDE ELECTRICAL CONNECTIONS WITH PROPER CIRCUIT, VOLTAGE, AND AMPACITY. ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND BE COORDINATED WITH LICENSED PLUMBING AND ELECTRICAL CONTRACTORS.

1 EQUIPMENT FLOOR PLAN
3/16" = 1'-0"

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
EQUIPMENT FLOOR PLAN

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A120

SCALE	As indicated
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EXISTING ENTRANCE SIGN, SEE SHEET 2/A100

EXISTING LIGHT POLE TO REMAIN, TYP.

EXISTING CONCRETE PATIO AREA 1950 SF (APPROX.)

PROVIDE (4) NEW 120V, 20A CONVENIENCE DUPLEX RECEPTACLES, EVENLY SPACED, MOUNTED 18" A.F.F. CONNECT TO (2) DEDICATED 20A CIRCUITS, BALANCE LOADS. CONCEAL WIRING IN WALL/CONDUIT; COORDINATE CABLE MANAGEMENT ALONG BACK EDGE OF STAGE. ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODE REQUIREMENTS

DINING AREA 116 1298 SF

VESTIBULE 100 76 SF

BAR AREA 101 504 SF

PROVIDE DEDICATED CIRCUITS FOR NEW COMMERCIAL DISHWASHER AND BOOSTER HEATER. CONNECT BOOSTER HEATER TO A 208V, 1Ø, 2-POLE, 50A BREAKER PER MANUFACTURER'S REQUIREMENTS (MIN. SUPPLY CONDUCTOR AMPACITY 50A / MAX PROTECTIVE DEVICE 50A). PROVIDE SEPARATE CIRCUIT FOR DISHWASHER AS INDICATED ON EQUIPMENT NAMEPLATE. ALL WIRING SHALL COMPLY WITH NEC AND LOCAL CODES. COORDINATE CONNECTIONS WITH EQUIPMENT INSTALLER

STORAGE 117 26 SF

ADA 30"x48" (MIN)

BAR 102 271 SF

WOMEN 119 61 SF

MEN 118 61 SF

DISHWASHING 111 87 SF

WALK-IN COOLER 112 70 SF

ALL-GENDERS 114 22 SF

KITCHEN 110 960 SF

ALL-GENDERS 115 22 SF

PROVIDE NEW CONVENIENCE DUPLEX RECEPTACLES UNDER BAR. TYP. CONNECT TO NEW PANEL AND INSTALL CONDUIT AND WIRING AS REQUIRED. ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODE REQUIREMENTS

STAFF ROOM 108 50 SF

STORAGE 109 189 SF

TOILET 107 42 SF

SMALL DINING AREA 103 727 SF

OFFICE 105 123 SF

CORRIDOR 104 140 SF

PP-5 PANEL SCHEDULE
100 A • 120/208 V • 1PH • 3W • INDOOR • MAIN-LUG (SIEMENS OR EQUAL)

CKTS	POLES	VOLTS	BREAKER	DESCRIPTION	CONNECTED VA
1	1	120	20A	DINING AREA - (3) DUPLEX RECEPTACLES (CIRCUIT 1)	540
3	1	120	20A	DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 2)	360
5	1	120	20A	SMALL DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 1)	360
7	1	120	20A	SMALL DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 2)	360
9	1	120	20A	BAR - (3) DUPLEX RECEPTACLES (NON-GFCI); PROVIDE GFCI IF WITHIN 6 FT OF SINK	540
11	1	120	20A	SPARE	---
13-20	---	---	---	SPARES / FUTURE	---

LOAD CALCULATED PER 2017 NEC:
180 VA PER DUPLEX (YOKO)
- DINING AREA: 3x180 + 2x180 = 900 VA (2 circuits)
- SMALL DINING AREA: 2x180 + 2x180 = 720 VA (2 circuits)
- Bar: 3x180 = 540 VA
Total Receptacle Load = 900 + 720 + 540 = 2,160 VA

PROVIDE (5) NEW 120V, 20A CONVENIENCE DUPLEX RECEPTACLES, EVENLY SPACED, MOUNTED 18" A.F.F. CONNECT TO (2) DEDICATED 20A CIRCUITS FROM PANEL "PP-5" AND BALANCE LOADS. CONCEAL WIRING IN WALL OR CONDUIT; COORDINATE CABLE MANAGEMENT ALONG BACK EDGE OF STAGE. PROVIDE GFCI PROTECTION WHERE REQUIRED. ALL WORK SHALL COMPLY WITH NEC 2017 AND LOCAL CODE REQUIREMENTS

- ELECTRICAL GENERAL NOTES:**
- ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE (NEC 2017) AND ALL LOCAL AMENDMENTS AND REGULATIONS OF THE VILLAGE OF WHEELING.
 - CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO STARTING WORK AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
 - ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, NEC, AND LOCAL CODES.
 - ALL CIRCUITS SHALL BE CLEARLY LABELED AT PANELBOARDS, JUNCTION BOXES, AND DEVICE COVER PLATES. PANEL DIRECTORIES SHALL BE TYPED AND ACCURATELY DESCRIBE CIRCUIT USE.
 - ALL CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE. MINIMUM WIRE SIZE #12 AWG FOR BRANCH CIRCUITS UNLESS INDICATED OTHERWISE.
 - ALL WIRING SHALL BE INSTALLED IN EMT CONDUIT, CONCEALED IN WALLS OR CEILINGS WHERE POSSIBLE. FLEXIBLE METAL CONDUIT MAY BE USED FOR FINAL CONNECTIONS TO EQUIPMENT AS PERMITTED BY NEC.
 - PROVIDE BONDED GROUND BUSHINGS AT BOTH ENDS OF FEEDER CONDUITS. INSTALL EQUIPMENT GROUNDING CONDUCTORS THROUGHOUT.
 - ALL NEW RECEPTACLES SHALL BE 20 A, 120 V DUPLEX UNLESS OTHERWISE NOTED. GFCI PROTECTION SHALL BE PROVIDED WHERE REQUIRED BY NEC 210.8(B) (E.G., WITHIN 6 FT OF SINKS OR IN SPECIFIED LOCATIONS).
 - STAGE #1 AND STAGE #2 RECEPTACLES SHALL BE FED FROM (2) DEDICATED 20 A CIRCUITS EACH, BALANCED ACROSS PANEL LEGS. BAR RECEPTACLES SHALL BE FED FROM (1) 20 A CIRCUIT.
 - PROVIDE NEW 100 A, 1-PHASE, 3-WIRE SUBPANEL "PP-5" FED FROM EXISTING MAIN DISTRIBUTION SWITCHBOARD VIA 100 A, 2-POLE BREAKER. INSTALL FEEDER (2) HOTS, (1) NEUTRAL, (1) EQUIPMENT GROUND IN EMT CONDUIT. ISOLATE NEUTRAL BUS; INSTALL SEPARATE GROUND BUS BONDED TO ENCLOSURE.
 - ALL CIRCUIT BREAKERS SHALL BE HACR TYPE AND MATCH PANELBOARD MANUFACTURER.
 - COORDINATE EXACT DEVICE LOCATIONS AND CABLE MANAGEMENT ROUTES IN FIELD, ESPECIALLY ALONG STAGE BACK WALL AND BAR AREA.
 - PATCH AND REPAIR ALL SURFACES AFFECTED BY ELECTRICAL WORK TO MATCH ADJACENT FINISHES.
 - OBTAIN ALL REQUIRED PERMITS AND INSPECTIONS PRIOR TO ENERGIZING NEW CIRCUITS OR EQUIPMENT.
 - FIELD COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS AND ENSURE CLEAN, ACCESSIBLE INSTALLATIONS.

NO.	DESCRIPTION	DATE
2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

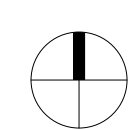
RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
ELECTRICAL FLOOR PLAN AND SCHEDULE

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

E100

SCALE As indicated

1 ELECTRICAL FLOOR PLAN
3/16" = 1'-0"





MEMORANDUM

DATE: December 3, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0015, Request for Special Use Approval to Permit the Operation of an Entertainment Establishment for Red Bottle Restaurant (401 E. Dundee Road). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0015**, 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 the operation of an entertainment establishment for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

EXECUTIVE SUMMARY

Docket No. PSU25-0015: Delta Kilo, Inc., 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 the operation of an entertainment establishment for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

GENERAL PROPERTY INFORMATION

Petitioner: Delta Kilo, Inc.

Neighboring Property Land Use(s):

North: Commercial/Residential (across Dundee Road)

East: Forest Preserve Land

South: Commercial

West: Commercial (across Milwaukee Ave.)

Existing Use of Property: Commercial retail space

Existing Zoning: B-3, General Commercial and Office

Comprehensive Plan Designation: Commercial

Zoning History:

- Ordinance #1677, approved 4/22/1980, granting special use for a restaurant - Ms. O'Leary's (PC No. 1980-2).
- Ordinance #2172, approved 7/15/1985, granting special use for a restaurant - Edwardo's (Docket No. 1985-15).
- Ordinance #2590, approved 1/2/1990, repealing Ordinance #2172 and granting special use to Edwardo's (Docket No. 1989-28).
- Ordinance #3226, approved 7/21/1997, repealing Ordinance #2590 and granting special use and site plan approval for a restaurant with outdoor seating (Docket No. 1997-17).
- Ordinance #4827 approved 1/20/2014, granting special use and site plan approval for a sit-down restaurant with entertainment – Dekka (Docket No. 2013-8).
- Docket No. SCBA 1449, approved 7/17/2014, approval for freestanding sign (Deka).
- Docket No. PC 14-13 approved 9/11/2014, approval for minor site plan and appearance for façade modifications.
- Ordinance #3988, 7/11/2005, repealing Ordinances 2380, 2435 and 2754 and granting a variation from required parking for Riverside Plaza Shopping Center (71-83 S. Milwaukee Avenue and 321-481 E. Dundee Road).
- Docket No. PSPMIN25-0021, approved 11/5/2025, granting minor building appearance approval for changes to the building façade for the property located at 395 E. Dundee Road (Riverside Plaza).

SUMMARY OF REQUEST

Delta Kilo, Inc. is requesting special use approval to permit the operation of an entertainment establishment associated with a proposed restaurant to be known as Red Bottle Restaurant, located at 401 E. Dundee Road.

In addition, the petitioner is requesting special use approval to permit the operation of a banquet facility (classified as an *assembly use* per Docket No. PSU25-0026) and minor site plan approval to re-establish an outdoor dining area (PSPMIN25-0031).

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.

As outlined in the petitioner's project description letter, the petitioner proposes to operate Red Bottle Restaurant, a full-service restaurant that will also include scheduled entertainment events such as karaoke nights, trivia events and occasional stand-up comedy. All events will be held indoors. The identified hours of operations would be Monday through Thursday from noon to 2:00 AM, Friday & Saturday from 9:00 AM to 4:00 AM, and Sunday from 9:00 AM to 2:00 AM. The hours of operation will be dictated by the liquor license obtained from the Village's Liquor Control Commission, which a condition has been added to reflect such.

An "entertainment establishment" is defined in the Village Code as 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. As outlined in the petitioner's project description letter, the petitioner proposes to host entertainment such as karaoke nights, trivia events and occasional stand-up comedy more than 10 times per year.

Parking Analysis:

The attached Floor Plan identifies a maximum occupancy of 210 individuals. Pursuant to the Village's off-street

parking requirements for restaurants and entertainment establishments, parking is calculated at 1 space per 3 seats based on maximum capacity, plus 1 space per employee during the largest work shift. This results in a minimum parking requirement of 82 spaces; 70 spaces for patrons plus 12 spaces for employees.

A parking variation for Riverside Plaza was previously granted by Ordinance No. 3988, which allocates 81 parking spaces to the subject tenant space (401 E. Dundee Road). While this is 1 parking space less than the calculated requirement (per above), the approved variation established the allocated parking for the subject tenant space.

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: The Special Use Permit is necessary for public convenience because the proposed Entertainment Establishment/Restaurant will provide a much-needed community gathering space that combines high-quality modern European dining with engaging entertainment such as karaoke, trivia nights, and stand-up comedy. These activities foster social interaction, support local talent, and offer residents and visitors a safe, enjoyable place to relax and connect. The venue will enhance the neighborhood's vibrancy, attract foot traffic, and contribute to the local economy through job creation, increased sales tax revenue, and support of nearby businesses. By offering a unique blend of culinary and cultural experiences, the establishment will serve as a valuable asset to the community and a catalyst for continued economic and social vitality in the area.

Staff: The proposed entertainment establishment is an appropriate use within the B-3, General Commercial and Office Zoning District and consistent with the mixed-use offerings at Riverside Plaza. The Special Use will activate an existing vacant tenant space and provide an additional service-oriented amenity at the subject location.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: The proposed Entertainment Establishment/Restaurant will complement the existing character of the area by operating within the established commercial framework of the shopping center. The design, signage, and operating hours will be consistent with surrounding businesses, and all entertainment activities such as karaoke, trivia nights, and stand-up comedy will be conducted indoors to minimize noise and disruption. The focus on quality dining and community-oriented events makes the concept a natural fit for the area, appealing to local residents and visitors alike. Rather than altering the character of the neighborhood, the Special Use will enhance its appeal by adding a lively yet respectful destination that supports local culture, dining, and responsible social engagement.

Staff: The proposed Entertainment Establishment represents an appropriate reuse of an existing vacant tenant space within Riverside Plaza and aligns with the established commercial character of the development. The use is compatible with neighboring businesses and all entertainment components will be conducted entirely indoors, which minimizes potential noise or operational impacts on surrounding properties. The Special Use is not expected to alter the essential 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 proposed Entertainment Establishment/Restaurant is located within an existing shopping center that is already zoned for commercial use and was previously home to another restaurant, making it an appropriate and compatible use for the site. The size of the space is well-suited for the proposed operations, with no expansion beyond the existing footprint. The shopping center offers ample parking and convenient access from nearby streets, ensuring smooth traffic flow and minimizing congestion. Because the site is far from any residential areas, there will be no conflict with homes or concerns about noise. All entertainment, including karaoke, trivia nights, and occasional stand-up comedy, will take place indoors, with soundproofing considerations as needed to prevent noise from escaping the premises. The operation will not produce any

significant odor, smoke, or light beyond what is typical for a standard restaurant, ensuring it remains in harmony with neighboring businesses. Overall, the proposed use will support the continued commercial development of the area without impeding or disrupting surrounding properties and will contribute positively to the vitality and attractiveness of the district.

Staff: The proposed use will be located within an existing commercial space that was previously occupied by a restaurant, making the size and configuration of the space appropriate for the proposed operations. The site benefits from established vehicular access points along Dundee Road and existing off-street parking allocated through the Riverside Plaza. All activities will occur entirely indoors and within the existing building footprint, which minimizes potential impacts on adjacent tenants and maintains compatibility with surrounding commercial uses.

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: The proposed Entertainment Establishment/Restaurant will occupy an existing commercial unit within a shopping center, and no structural changes to the height, exterior walls, or fencing are planned. The building's location and scale are consistent with surrounding businesses, and the use aligns with the center's overall commercial character. Existing landscaping will be maintained. Because the site is part of an established commercial area and not adjacent to residential properties, the use will not hinder or discourage development of nearby parcels. On the contrary, it will likely encourage increased foot traffic and customer flow to surrounding businesses, contributing positively to the overall commercial activity of the area. The proposed use will not create visual, noise, or environmental impacts that would impair the value or use of adjacent land or buildings.

Staff: No exterior site modifications are proposed as part of this request. The existing building footprint, height, exterior walls, parking layout, lighting, and landscaping will remain unchanged, and all activities associated with the Entertainment Establishment will occur entirely within the enclosed tenant space. Therefore, the proposed use will not impede or discourage the appropriate development and use of adjacent properties, nor will it negatively affect their value.

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: The Entertainment Establishment/Restaurant will share the existing parking facilities of the shopping center, which provides ample parking spaces to accommodate customers and staff. Because our peak business hours will primarily occur in the evenings—after most other businesses in the center have closed—there will be more than sufficient parking capacity to meet demand without overcrowding. There are no adjacent residential properties, so screening from homes is not required. All access to the site is via commercial roads designed to handle retail traffic, and there are no residential streets used to reach the location. The entrance and exit drives are already in place, designed for safe, efficient traffic flow, and meet all applicable traffic safety standards. The nature of the use and timing of peak hours ensures that it will not contribute to traffic congestion or create any traffic hazards or nuisances for surrounding businesses or properties.

Staff: The proposed use will utilize the existing off-street parking lot that serves Riverside Plaza. The proposed use is not expected to create traffic hazards or contribute to congestion within the development or along surrounding roadways.

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: The property in question is well-suited for an Entertainment Establishment/Restaurant but limiting its use strictly to food service without the ability to offer entertainment such as karaoke, trivia nights, and stand-up comedy would significantly hinder its economic viability. Our business model relies on creating an engaging social atmosphere that draws evening and weekend traffic, which is essential to achieving our projected revenue of approximately \$250,000 per month. Without the Special Use Permit to allow these entertainment components, the establishment would not be able to attract the level of patronage required to generate a reasonable return on investment, especially considering the costs associated with build-out, staffing, licensing, and operations. The proposed use meets all other requirements of the Zoning Code, and no additional exceptions are being

requested beyond this Special Use. The permit is critical to unlocking the property's full commercial potential and ensuring its long-term success.

Staff: The proposed use is consistent with the B-3, General Commercial and Office Zoning District and the Comprehensive Land Use designation of mixed use for the subject site.

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. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use, the appropriate motion would be to:

Recommend approval of Docket No. PSU25-0015, 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 the operation of an entertainment establishment for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

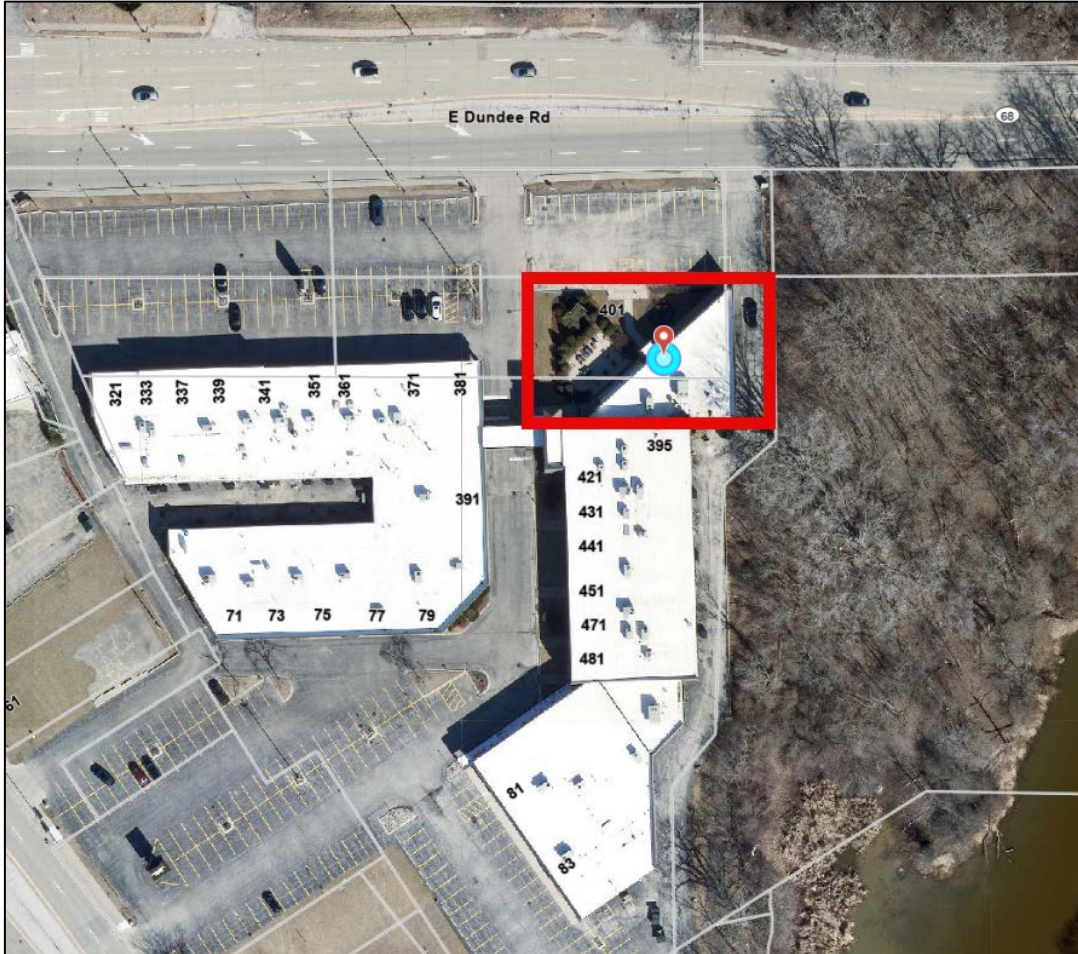
ATTACHMENTS:

Attachments to Staff Report (Staff)

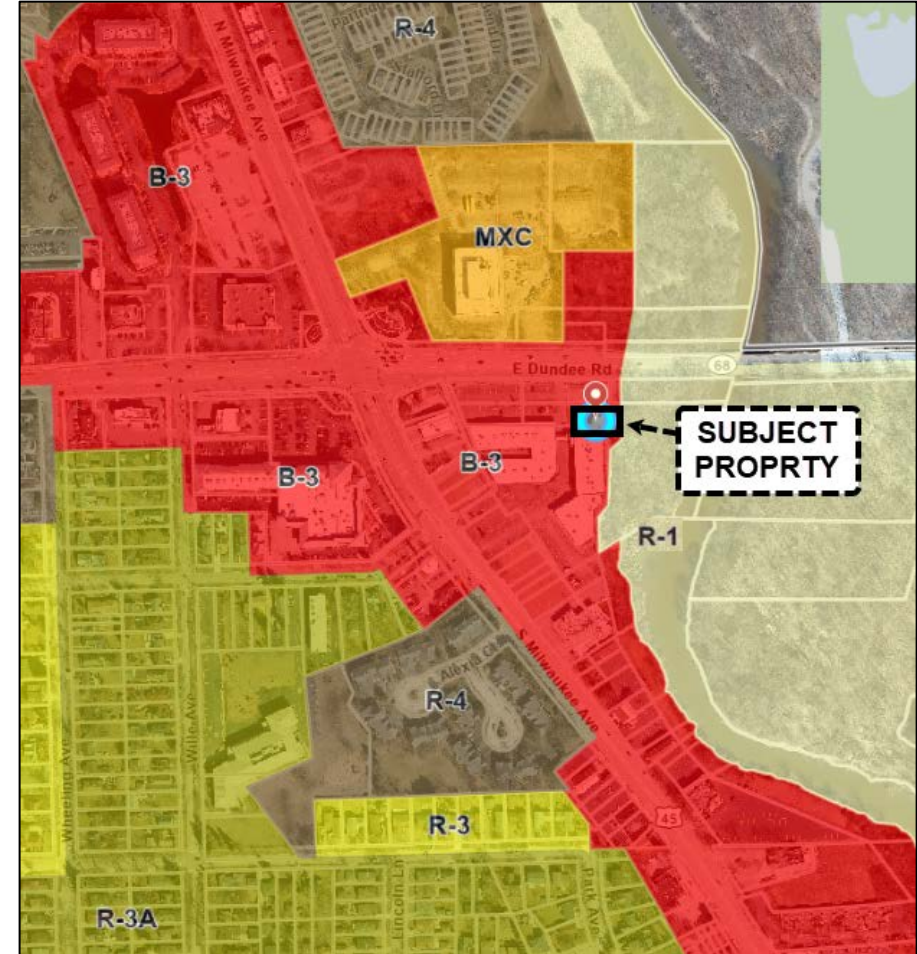
Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)

Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



LOCATION MAP



ZONING MAP

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Front of proposed restaurant facing south from parking lot.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Photo of parking lot in front of proposed restaurant facing west from east side of property.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Proposed outdoor dining area facing southwest from the main entrance.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Photo of fabric awnings that must be removed.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: December 3, 2025

Re: Docket No. PSU25-0015
Request for Special Use Approval to Permit the Operation of an Entertainment Establishment for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

Docket No. PSU25-0026
Request for Special Use Approval to permit the Operation of an Assembly Hall (Banquet Facility) for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

Chairman Johnson called Docket Nos. PSU25-0019 and PSU25-0026 on December 3, 2025. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney James Ferolo.

As outlined in the petitioner's project description letter, the petitioner proposes to operate Red Bottle Restaurant, a full-service restaurant that will also include scheduled entertainment events such as karaoke nights, trivia events and occasional stand-up comedy. The petitioner is proposing to use the small dining room as a banquet hall to host small private events. All events will be held indoors. The identified hours of operations would be Monday through Thursday from noon to 2:00 AM, Friday & Saturday from 9:00 AM to 4:00 AM, and Sunday from 9:00 AM to 2:00 AM. The hours of operation will be dictated by the liquor license obtained from the Village's Liquor Control Commission, which a condition has been added to reflect such.

An "entertainment establishment" is defined in the Village Code as 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. As outlined in the petitioner's project description letter, the petitioner proposes to host entertainment such as karaoke nights, trivia events and occasional stand-up comedy more than 10 times per year.

The Village Code defines an "assembly hall" as 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 club, nondenominational chapel or a meeting space for a club or membership organization. This term does not include a convention center.

Parking Analysis:

The attached Floor Plan identifies a maximum occupancy of 210 individuals. Pursuant to the Village's off-street parking requirements for restaurants and entertainment establishments,

parking is calculated at 1 space per 3 seats based on maximum capacity, plus 1 space per employee during the largest work shift. This results in a minimum parking requirement of 82 spaces; 70 spaces for patrons plus 12 spaces for employees.

A parking variation for Riverside Plaza was previously granted by Ordinance No. 3988, which allocates 81 parking spaces to the subject tenant space (401 E. Dundee Road). While this is 1 parking space less than the calculated requirement (per above), the approved variation established the allocated parking for the subject tenant space.

In addition, the petitioner is requesting minor site plan approval to re-establish an outdoor dining area (Docket No. PSPMIN25-0031).

Secretary Sprague reported that Delta Kilo, Inc. was requesting special use approval to permit the operation of an entertainment establishment associated with the proposed restaurant of Red Bottle Restaurant. The petitioner also requested special use approval to permit the operation of a banquet facility and minor site plan approval to re-establish outdoor dining. He read the special use requirements.

Ms. Knysz reported that the business was a restaurant, and because they wanted more than 10 events per year, it became an entertainment establishment. They also had a small dining area that could be used as a banquet hall, which was classified as assembly use. The minor site plan was required for outdoor dining. The application did show that the light posts were being replaced initially, but the petitioner had decided not to move forward with that replacement. There was already a lot of lighting on and in the building, so the petitioner believed that the four outdoor lights were unnecessary.

Dmitry Khlebnikov, the petitioner, stepped to the podium and was sworn in. He explained that it would be a full-service restaurant with some entertainment. The food would be Italian, along with a handpicked wine selection and breakfast. The entertainment would include comedy, trivia nights, and some private events such as birthdays and weddings. The location would be the second one, and the first had been successful. They had no safety concerns and were experienced with the type of business. A revenue of \$250,000 per month was anticipated, which would yield additional tax revenue.

Commissioner Riles asked if the lighting would be replaced with other lighting to dine outside. Dmitry Khlebnikov reported that there was already enough light. He noted that an additional light was not included in the picture. On each table, there would also be small lanterns. There were three large lights on the entrance that provided additional light. If more light was needed, there was a large light post that could be turned on. There was still one light pole that provided enough light to navigate around the tables. Commissioner Riles raised concerns about diners and how it could affect the experience. Dmitry Khlebnikov acknowledged the concerns and stated that diners could choose any available seats out of the capacity of over 200 seats. Commissioner Riles commented that there may be a better alternative. He asked how many tables would be held in the dining room. Dmitry Khlebnikov reported that there would be 10 tables with a capacity of 38. Commissioner Riles asked about the number of events that would be held throughout the year. Dmitry Khlebnikov stated that they might be holding weekly events. Commissioner Riles asked about security. Dmitry Khlebnikov confirmed that there would be certified security for Friday and Saturday evenings.

Commissioner Smart asked whether the outdoor seating area would follow the restaurant's hours. Dmitry Khlebnikov confirmed that they would. Commissioner Smart asked about noise. Dmitry Khlebnikov stated that the nearby businesses were closed after 6:00 p.m. and there were no nearby residences. There would also be no music played outside. Ms. Knysz clarified that all entertainment had to be indoors, so they did not believe it would be a problem. Commissioner Smart raised concerns about the lights. Dmitry Khlebnikov confirmed that the light would be sufficient and would not be an issue.

Commissioner Hyken asked if they would be part of the updated shopping center plan. Dmitry Khlebnikov confirmed that they would be, and the landlord had assured them they would start on their end of the shopping center. Commissioner Hyken asked about the hours for the liquor license. Ms. Knysz reported that they had to work out the specifics for the liquor license.

Commissioner Sprague asked why they did not want to replace the lights. Dmitry Khlebnikov stated that there were so many questions from the Architectural Bureau, and it would take a long time to replace the lights. Commissioner Sprague asked if it was a safety concern. Dmitry Khlebnikov stated that it was not. He explained that at the other restaurant, there were not many outside lights, and it was okay. Commissioner Sprague asked what would happen if the neighboring businesses turned their lights off. Dmitry Khlebnikov explained that the majority of the light was coming from his own business. Commissioner Sprague asked if the power sources for the broken lamps were working. Dmitry Khlebnikov confirmed that they were. Commissioner Sprague asked about compromising and adding one additional light. Dmitry Khlebnikov stated that he would consider it. He stated that they would not be using the patio over the winter, and he would check throughout the winter if it was needed.

Commissioner Karl had no questions.

Chairman Johnson asked about the other location. Dmitry Khlebnikov reported that it was Blue Fire in Elmwood Park. Chairman Johnson stated that he would like to see at least one more light fixture, but he would wait until spring.

Ms. Knysz read the proposed conditions for Docket No. PSU25-0015:

1. Special Use Approval is contingent upon approval of Docket No. PSU25- 0026 for the operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant's space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

Chairman Johnson asked if there was a smoking area had been determined. Dmitry Khlebnikov stated that he would figure that out by springtime.

Ms. Knysz read the proposed conditions for Docket No. PSU25-0026:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for the operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

The Commissioners had no further questions.

MOTION: Commissioner Karl moved, seconded by Commissioner Sprague to recommend approval for PSU25-0015, 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 the operation of an entertainment establishment for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 10/29/2025); Riverside Plaza Parking Layout dated July 5, 2005; Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant's space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Smart moved, seconded by Commissioner Hyken to recommend approval for PSU25-0026, 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 the operation of an assembly hall (banquet facility) for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Hyken moved, seconded by Commissioner Riles to close Docket Nos. PSU25-0015 and PSU25-0016.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Docket No's. PSU25-0015 & PSU25-0026
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on December 3, 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 the following petitions submitted by Delta Kilo, Inc. (Red Bottle Restaurant and Lounge), 401 E. Dundee Road, Wheeling, IL 60090 (lessee):

Docket No. PSU25-0015: Request for special use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an entertainment establishment.

Docket No. PSU25-0026: Request for special use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an assembly hall (banquet facility).

For the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

All interested persons are invited to attend and be heard.

Docket No's. PSU25-0015 & PSU25-0026
Published in Daily Herald Nov. 18, 2025 (311732)

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 11/18/2025 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 # 311732





MEMORANDUM

DATE: December 15, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of an Assembly Use for Delta Kilo, Inc., 401 E. Dundee Road [Docket No. PSU25-0026]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Petitioner Delta Kilo, Inc., is requesting special use approval to permit an assembly use for the operation of a banquet facility associated with a proposed restaurant named Red Bottle Restaurant at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office. At the December 3, 2025, hearing, the Plan Commission recommended approval of this request. The petitioner is also requesting special use approval to permit the operation of an entertainment establishment, and that request immediately precedes this item on the December 15 agenda.

MEMO

The petitioner is proposing to operate Red Bottle Restaurant at 401 E. Dundee Road, which would include the use of an area of the restaurant as a banquet hall to host private events. The identified hours of operations would be Monday through Thursday from noon to 2:00 a.m., Friday & Saturday from 9:00 a.m. to 4:00 a.m., and Sunday from 9:00 a.m. to 2:00 a.m. The hours of operation will be dictated by the liquor license granted by the Village's Liquor Control Commission.

At its December 3 meeting, the Plan Commission granted the petitioner minor appearance approval to re-establish an outdoor dining area, but the conditions of the attached ordinance require all assembly use activities to be held indoors.

Plan Commission Recommendation

At the December 3, 2025, Plan Commission hearing, Commissioner Smart moved, seconded by Commissioner Hyken, to recommend approval of Docket No. PSU25-0026, granting Special Use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, in order to permit the operation of an assembly hall (banquet facility) for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the exhibits listed below and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for the operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All events, gatherings, and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

There being six 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 for the granting of a special use to permit the

operation of an assembly use for a banquet hall for Delta Kilo, Inc., subject to conditions.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0026]

Exhibits: Petitioner’s Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)

Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

PC Staff Report Attachments (staff)

Findings of Fact - Draft

Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF AN ASSEMBLY USE FOR DELTA KILO, INC., 401 E. DUNDEE ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 3, 2025, duly noticed in the *Daily Herald* on November 18, 2025, to consider a petition for Special Use approval by Delta Kilo, Inc. (hereinafter referred to as "Petitioner"), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an assembly use, located at 401 E. Dundee Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the B-3, General Commercial and Office 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 6 ayes and 0 nays, with 1 absent; and

WHEREAS, the special use approval of this Ordinance is contingent upon approval of Docket No. PSU25-0015, seeking special use approval to permit the operation of an entertainment establishment at the Subject Site; 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;

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 or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.
- That the special use as requested will not be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.
- That the establishment of the special use will not impede or interfere with the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- That the proposed use and development will be adequately served by essential public facilities and services, or the applicant will provide adequately for such services.
- That the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets and parking areas and driveways will be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.
- That the proposed use will comply with the regulations and stipulations specified for such use.

Special Use to Permit the Operation of a Banquet Facility (Red Bottle Restaurant/Delta Kilo, Inc.)**Section B**

A special use is hereby granted to permit the operation of an assembly use for a banquet facility under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, for the Petitioner in the B-3, General Commercial and Office Zoning District, located at the Subject Site, hereinafter legally described:

LEGAL DESCRIPTION:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 7 IN THE SUBDIVISION OF THE NORTH 165 FEET OF THE WEST 232.55 FEET OF LOT 1 OF FORKE'S TORRENS SUBDIVISION, RECORDED JANUARY 26, 1925 AS DOCUMENT 242827 WITH THE SOUTH LINE OF DUNDEE ROAD (66 FEET WIDE); THENCE NORTH 90°00'00" EAST ALONG SAID SOUTH LINE OF DUNDEE ROAD, 481.20 FEET TO A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 4 IN WHEELING CENTER, RECORDED AUGUST 30, 1950 AS DOCUMENT 14890440, THENCE SOUTH 00°04'46" WEST, ALONG SAID PARALLEL LINE, 161.75 FEET TO AN IRON PIPE; THENCE SOUTH 44°45'21" WEST, 42.47 FEET TO AN IRON PIPE ON THE EAST LINE OF SAID LOT 4; THENCE SOUTH 00°11'22" WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 146.95 FEET TO AN IRON PIPE; THENCE SOUTH 45°11'22" WEST, 42.43 FEET TO A P.K NAIL ON A LINE 30 00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 4; THENCE SOUTH 00°11'22" WEST, ALONG THE WEST LINE OF THE EAST 30.00 FEET OF SAID LOT 4, A DISTANCE OF 104.40 FEET TO A P.K. NAIL ON THE SOUTHWEST CORNER OF SAID EAST 30.00 FEET OF LOT 4; THENCE SOUTH 08°38'46" EAST, ALONG A STRAIGHT LINE TO THE NORTHWEST CORNER OF LOT 35 IN COUNTY CLERK'S DIVISION RECORDED MARCH 28, 1905 AS DOCUMENT 3670973, A DISTANCE OF 64.86 FEET TO AN IRON PIPE ON THE SOUTH LINE OF LOT 24 IN SAID COUNTY CLERK'S DIVISION; THENCE SOUTH 58°35'07" WEST, ALONG SAID SOUTH LINE OF LOT 24, A DISTANCE OF 97.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 24; THENCE NORTH 35°59'53" WEST, ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 24, THENCE NORTH 58°35'07" EAST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 4.79 FEET TO THE SOUTHEAST CORNER OF LOT 21 IN SAID COUNTY CLERKS DIVISION; THENCE NORTH 31°23'17" WEST, ALONG THE EAST LINES OF LOTS 21, 20, 17 AND 16 IN SAID COUNTY CLERK'S DIVISION, 149.25 FEET TO THE NORTHEAST CORNER OF SAID LOT 16; THENCE SOUTH 58°35'07" WEST, ALONG THE NORTH LINES OF SAID LOT 16 AND LOT 15 IN SAID COUNTY CLERKS DIVISION, 163.74 FEET TO THE EAST LINE OF MILWAUKEE AVENUE (66 FEET WIDE); THENCE NORTH 35°59'53" WEST, ALONG SAID EAST LINE OF MILWAUKEE AVENUE, 150.28 FEET TO THE NORTH LINE OF LOT 2 IN SAID FORKE'S TORRENS SUBDIVISION, RECORDED OCTOBER 7, 1924 AS DOCUMENT 232654; THENCE NORTH 58°35'07" EAST, ALONG SAID NORTH LINE OF LOT 2 AND THE EASTERLY PROLONGATION THEREOF, 141.00 FEET; THENCE NORTH 28°45'49" WEST, 158.49 FEET; THENCE NORTH 17°48'35" WEST, ALONG THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE OF LOT 7, A DISTANCE OF 103.55 FEET; THENCE NORTH 19°18'23" WEST, ALONG SAID WESTERLY LINE OF LOT 7, A DISTANCE OF 66.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PORTION TAKEN FOR ROAD IN CASE 94L50354.)

Special Use to Permit the Operation of a Banquet Facility (Red Bottle Restaurant/Delta Kilo, Inc.)

Section C

The Special Use granted in Section B of this Ordinance is subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village’s Liquor Control Commission.
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

Section D

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 prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)
- Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

Section E

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

Trustee _____ moved, second by Trustee _____,
that Ordinance No. _____ be adopted.

President Horcher _____

Trustee Krueger _____ Trustee Ruffatto _____

Trustee Lang _____ Trustee Vito _____

Trustee Papantos _____ Trustee Vogel _____

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 16th day of December, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Special Use to Permit the Operation of a Banquet Facility (Red Bottle Restaurant/Delta Kilo, Inc.)

Exhibit A (Attached)

- Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)
- Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

Cover Letter / Project Narrative
Proposed Special Use Permit – Tavern/Restaurant with Entertainment
Red Bottle Restaurant – Delta Kilo Inc
401 E Dundee Rd, Wheeling, IL 60090

To Whom It May Concern,

We are submitting this application to request a Special Use Permit for the operation of a tavern/restaurant with limited live entertainment at the above-mentioned location, within an existing commercial shopping center. We are requesting Special use permit for Assembly Use as well to act as banquet hall for small celebrations, family gatherings, private birthday parties etc.

Project Overview

The proposed business will be a full-service restaurant and tavern featuring modern European cuisine and a high-quality beverage program. To enhance the dining and social experience, we plan to host scheduled entertainment such as karaoke nights, trivia events, and occasional stand-up comedy, all held indoors and fully compliant with local noise ordinances. We also plan to use small dining room as banquet hall to host small private celebrations or events.

This type of social dining and entertainment concept has proven highly successful in surrounding communities and will serve as a dynamic gathering place for adults seeking food, drinks, and connection in a safe, well-managed environment. The business is expected to generate approximately \$250,000 in monthly revenue, contributing significantly to local sales tax collections and economic activity.

Background of the Business

Our management team brings years of experience in both hospitality and business operations. We are committed to building a reputable, community-focused establishment that adds value to the neighborhood and operates with professionalism, safety, and inclusivity.

Operational Details

- **Hours of Operation:**
 - **Friday & Saturday:** 9:00 AM – 4:00 AM
 - **Sunday:** 9:00 AM – 2:00 AM
 - **Monday through Thursday:** 12:00 PM – 2:00 AM
- **Occupancy:** 230 persons
- **Employees:** 12 staff members on-site during peak operations

- **Seating:** Approximately 200 seats, including bar and dining areas
- **On-Site Vehicles:** No company fleet; staff and patrons will use shared shopping center parking, which is more than adequate, especially since peak hours begin after most businesses in the center have closed for the day

Land Use and Compatibility

The proposed business is located within an existing shopping center that previously housed a restaurant and is already zoned for commercial use. There are no adjacent residential properties, and all entertainment and dining activities will occur indoors. The site offers safe and efficient access from public roads and includes well-maintained parking and landscaping.

Our use will not require any structural changes or zoning variances beyond this Special Use Permit. The business is designed to be compatible with the surrounding commercial environment, generate positive community engagement, and support the ongoing development and vitality of the area.

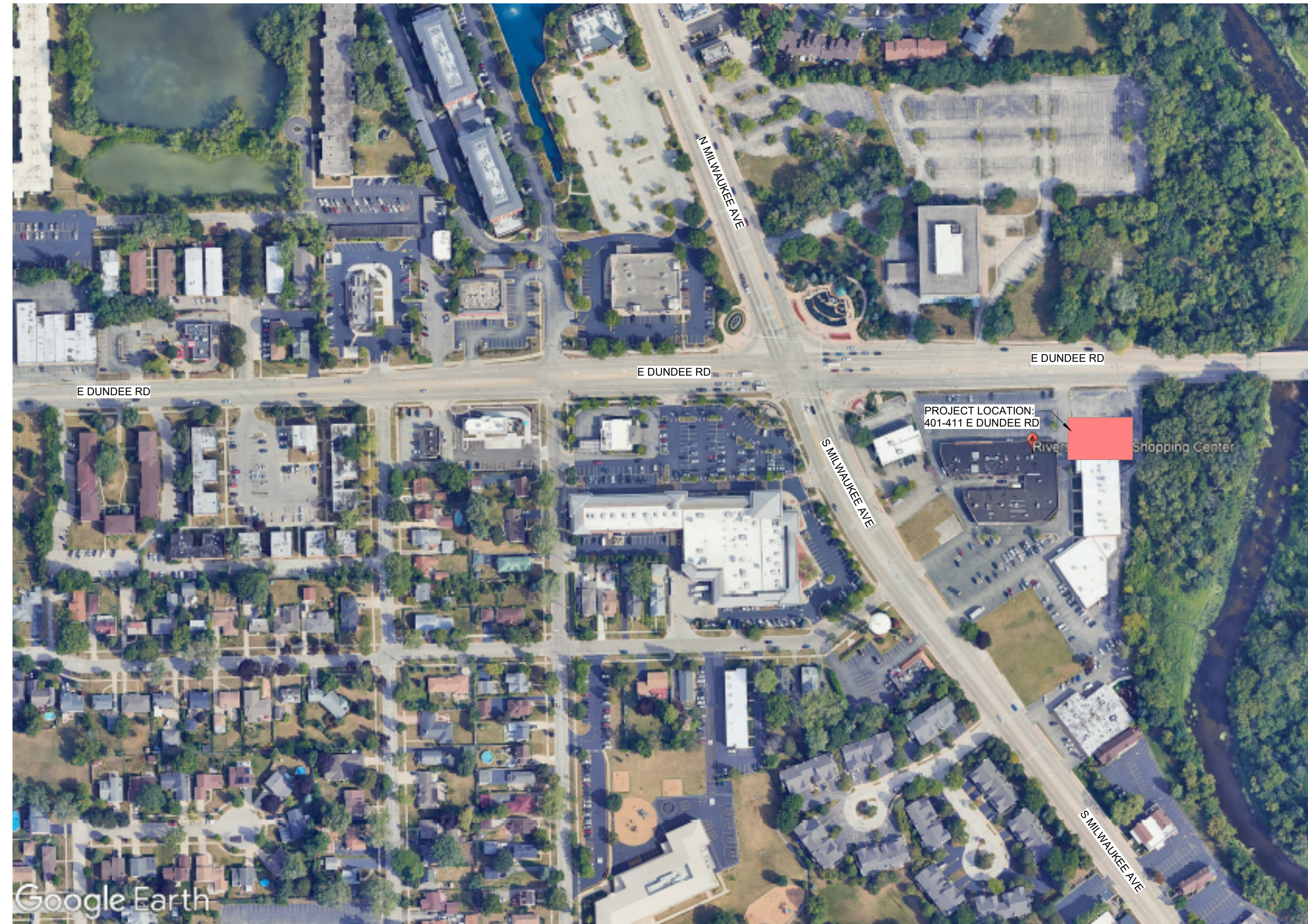
We appreciate your consideration and look forward to working collaboratively to bring a vibrant, responsible, and economically beneficial establishment to the community.

Sincerely,
Dmitry Khlebnikov
President

Red Bottle Restaurant – Delta Kilo Inc

RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA
WHEELING, IL 60090



ABBREVIATIONS

ACT. ACTUAL	LAV. LAVATORY
ADJ. ADJACENT	LB. POUND(S)
A.F.F. ABOVE FINISHED FLOOR	L.P. LOW POINT
ALUM. ALUMINUM	MAX. MAXIMUM
ALT. ALTERNATE	MEZZ. MEZZANINE
APPD. APPROVED	MFR. MANUFACTURER
BD. BOARD	MECH. MECHANICAL
B/ BOTTOM OF	MIN. MINIMUM
C.J. CONTROL JOINT	MISC. MISCELLANEOUS
C.L. CENTER LINE	M.O. MASONRY OPENING
C.M.U. CONCRETE MASONRY UNIT	MTL. METAL
COL. COLUMN	N. NORTH
CONC. CONCRETE	N.I.C. NOT IN CONTRACT
CONST. CONSTRUCTION	NO. NUMBER
CONT. CONTINUE, CONTINUOUS	N.T.S. NOT TO SCALE
C.T. CERAMIC TILE	O.C. ON CENTER
CU. FT. CUBIC FOOT	OC. OCCUPANT/OCCUPANCY
DIA. DIAMETER	O.D. OUTSIDE DIAMETER
DIM. DIMENSION	O.H. OVER HEAD
DN. DOWN	OPNG. OPENING
D.O. DOOR OPENING	OPP. OPPOSITE
D.S. DOWNSPOUT	PLBG. PLUMBING
DWG. DRAWING	PR. PAIR
EA. EACH	PTD. PAINTED
EL. ELEVATION	P.S.I. POUNDS PER SQUARE INCH
ELEC. ELECTRICAL	QTY. QUANTITY
EQ. EQUAL	R. RISER
EQUIP. EQUIPMENT	REF. REFERENCE
EST. ESTIMATE	REINF. REINFORCEMENT
E.W.C. ELECTRIC WATER COOLER	REQ. REQUIRED
EXT. EXTERIOR	RM. ROOM
E.J. EXPANSION JOINT	R.O. ROUGH OPENING
F.D. FLOOR DRAIN	S.A.B. SOUND ATTENUATION BLANKET
F.E.C. FIRE EXTINGUISHER CABINET	S.F. SQUARE FEET
F.H.C. FIRE HOSE CABINET	SIM. SIMILAR
FIN. FINISH	SPEC. SPECIFICATION
FT. FEET, FOOT	SQ. SQUARE
GA. GAGE, GAUGE	S.T.C. SOUND TRANSMITTANCE CRITERIA
GALV. GALVANIZED	S.S. STAINLESS STEEL
GL. GLASS	STD. STANDARD
GYP.BD. GYPSUM BOARD	STL. STEEL
HD. HEAD	STRUCT. STRUCTURAL
H.M. HOLLOW METAL	T. TREAD
HOR. HORIZONTAL	T/ TOP OF
H.P. HIGH POINT	THK. THICK, THICKNESS
HR. HOUR	THRU. THROUGH
HT. HEIGHT	TYP. TYPICAL
I.D. INSIDE DIAMETER	U.N.O. UNLESS NOTED OTHERWISE
IN. INCH	V.C.T. VINYL COMPOSITION TILE
INSUL. INSULATION	VERT. VERTICAL
INT. INTERIOR	V.I.F. VERIFY IN FIELD
JT. JOINT	WD. WOOD

DRAWING SYMBOLS

ROOM TAG	WALL / PARTITION	DOORS
<p>OPEN OFFICE</p>	<p>(G6) TYPE</p>	<p>(20A) NUMBER</p>
CALLOUT	INTERIOR ELEVATION	FIRE SEPARATION RATING
<p>1 DETAIL NUMBER</p> <p>A100 SHEET NUMBER</p>	<p>1 SHEET NUMBER</p> <p>2, 3, 4 DETAIL NUMBER</p>	<p>1HR. 2HR. 3HR.</p>
SECTION	EXTERIOR ELEVATION	TRAVEL DISTANCE
<p>1 DETAIL NUMBER</p> <p>A100 SHEET NUMBER</p>	<p>1 SHEET NUMBER</p> <p>2, 3, 4 DETAIL NUMBER</p>	<p>(X') ACTUAL DISTANCE</p>

MATERIAL SYMBOLS

ALUMINUM	GLASS	ROUGH WOOD
CERAMIC TILE	GYPSUM BOARD	SAND OR MORTAR
CONCRETE	INSULATED METAL PANEL	STEEL AT SMALL SCALE
CONCRETE BLOCK	LOOSE OR BATT INSULATION	STEEL
EARTH	PLYWOOD	WATERPROOF MEMBRANE
FINISH WOOD	RIGID INSULATION	EXISTING

DRAWING LIST

ARCHITECTURAL	TITLE SHEET
A001	ARCHITECTURAL NOTES & MOUNTING HEIGHTS
A002	LIFE SAFETY EGRESS PLAN
ARCHITECTURAL	DEMOLITION FLOOR PLAN
A100	FIRST SITE/ FLOOR PLAN AND SIGN DETAILS
A110	SEATING PLAN
A120	EQUIPMENT FLOOR PLAN
E100	ELECTRICAL FLOOR PLAN AND SCHEDULE

APPLICABLE CODES

- (WITH LOCAL AMENDMENTS TO EACH)
- 2021 INTERNATIONAL BUILDING CODE
 - 2021 INTERNATIONAL FIRE CODE
 - 2021 INTERNATIONAL FUEL GAS CODE
 - 2021 INTERNATIONAL MECHANICAL CODE
 - 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE
 - 2021 INTERNATIONAL EXISTING BUILDING CODE
 - 2017 NATIONAL ELECTRICAL CODE
 - 2014 ILLINOIS STATE PLUMBING CODE
 - 2021 ILLINOIS STATE ENERGY CONSERVATION CODE
 - 2018 ILLINOIS ACCESSIBILITY CODE

EXISTING BUILDING DESCRIPTION

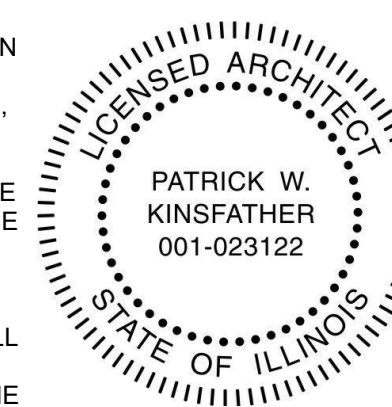
- EXISTING MASONRY MULTI-TENANT ONE STORY BUILDING
- 100% AUTOMATIC SPRINKLER SYSTEM
 - FIRE ALARM SYSTEM
 - ZONING DISTRICT = GENERAL COMMERCIAL DISTRICT (B-3)
 - OCCUPANCY GROUP = MODERATE HAZARD STORAGE A-2
 - CONSTRUCTION TYPE = TYPE III-B, WOOD ROOF STRUCTURE SUPPORTED BY STEEL COLUMNS WITH MASONRY EXTERIOR WALLS
 - TOTAL EXISTING BUILDING AREA = 5,310.0 S.F.
 - INTERIOR BUILD-OUT TOTAL AREA = 140 S.F.
 - NUMBER OF EXITS = 5 EXITS
 - MAX. EXIT ACCESS TRAVEL DISTANCE = 250 FT

DESCRIPTION OF NEW WORK

- NEW EQUIPMENT PLAN
- NEW SEATING PLAN
- REMOVE EXISTING PARTITION FOR BAR EXTENSION
- REPLACE EXISTING SINK IN TOILET 107
- PROVIDE NEW CONVENIENCE DUPLEX RECEPTACLE
- REPLACED SIGN PANEL FACES, BOTH SIDES
- NO MODIFICATIONS TO EXISTING BUILDING FOUNDATIONS AND EXTERIOR WALLS
- NO MODIFICATIONS TO EXISTING PLUMBING AND MECHANICAL

CODE COMPLIANCE STATEMENT AND SEAL

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS FAMILIAR WITH THE WHEELING BUILDING CODE, INCLUDING, BUT NOT LIMITED TO, THE 2021 INTERNATIONAL BUILDING CODE, 2021 INTERNATIONAL FIRE CODE, 2021 INTERNATIONAL FUEL GAS CODE, 2021 INTERNATIONAL MECHANICAL CODE, 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2021 INTERNATIONAL EXISTING BUILDING CODE, 2017 NATIONAL ELECTRICAL CODE, 2014 ILLINOIS STATE PLUMBING CODE, 2021 ILLINOIS STATE ENERGY CONSERVATION CODE, 2018 ILLINOIS ACCESSIBILITY CODE, EACH OF WHICH HAVE BEEN INCORPORATED THEREIN BY REFERENCE, AND THE UNDERSIGNED IS FAMILIAR WITH THE VILLAGE DELETIONS, MODIFICATIONS, ADDITIONS AND AMENDMENTS TO SAID REFERENCED CODES AND REGULATIONS AND HEREBY CERTIFIES THAT THE PLANS AND SPECIFICATIONS FOR THE PROPERTY BELOW HAVE BEEN DESIGNED IN ACCORDANCE WITH THE WHEELING BUILDING CODE. IT IS UNDERSTOOD THAT APPROVAL OF PLANS SUBMITTED TO THE BUILDING DEPARTMENT FOR REVIEW IS A CONDITIONAL APPROVAL ONLY AND CONSTRUCTION SHALL REMAIN SUBJECT TO ALL PROVISIONS OF THE FOREMENTIONED WHEELING BUILDING CODE. IT IS FURTHER UNDERSTOOD THAT, IN THE EVENT OF A CONFLICT BETWEEN THE APPROVED PLANS AND THE PROVISIONS OF THE WHEELING BUILDING CODE, THE WHEELING BUILDING CODE SHALL CONTROL AND BE THE FINAL AUTHORITY.



EXPIRES 11/30/26

SIGNATURE: *Patrick W. Kinsfather*
PATRICK W. KINSFATHER

2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

NO.	DESCRIPTION	DATE
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RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

TITLE SHEET

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A000

SCALE	As indicated
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GENERAL NOTES

- THESE GENERAL NOTES SHALL APPLY TO THE CONTRACTION DOCUMENTS AND SHALL GOVERN UNLESS NOTED OTHERWISE BY GENERAL NOTES OR KEYNOTES ON SPECIFIC SHEETS.
- THESE DRAWINGS INDICATE IN GENERAL THE PROJECT IN TERMS OF ARCHITECTURAL DESIGN INTENT, THE DIMENSIONS OF THE BUILDING, THE MAJOR ARCHITECTURAL ELEMENTS AND TYPE OF STRUCTURAL, MECHANICAL, AND ELECTRICAL SYSTEMS. THE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE AND COMPLETION OF THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. AS INDICATED OR DESCRIBED, THE CONTRACTOR SHALL FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
- ARCHITECTURAL DRAWINGS MUST ALWAYS BE READ IN CONJUNCTION WITH ALL OTHER CONTRACT DOCUMENTS. ANY DISCREPANCY BETWEEN THESE DRAWINGS AND DOCUMENTS SHOULD BE REPORTED TO THE ARCHITECT/ENGINEER FOR CLARIFICATION AND VERIFICATION.
- CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES IN THE EVENT OF AN OMISSION OF NECESSARY DIMENSIONS. CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES ON THE DRAWINGS OR FIELD CONDITIONS AND SHALL NOT PROCEED WITH THE WORK UNTIL THE DISCREPANCIES ARE RESOLVED.
- THE CONTRACTOR GUARANTEES ALL WORK AGAINST FAULTY OR DEFECTIVE MATERIALS OR WORKMANSHIP. ALL WORK SHALL BE ENTIRELY WATERTIGHT AND LEAK PROOF. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL GIVE WRITTEN NOTICE TO THE ARCHITECT OF ANY MATERIALS, EQUIPMENT, OR DESIGN FEATURES WHICH HE BELIEVES INADEQUATE OR UNSUITABLE, IN VIOLATION OF LAWS, ORDINANCES, OR RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE WORK, AND OF ANY NECESSARY ITEMS OR WORK OMITTED FROM THE CONTRACT DOCUMENTS.
- CONTRACTOR IS REQUIRED TO REVIEW CONTRACT DOCUMENTS AND TO VISIT THE SITE BEFORE SUBMITTING BID. COMPARE THE CONTRACT DOCUMENTS WITH THE VISIBLE EXISTING CONDITIONS AND INFORM ARCHITECT AS TO ANY DISCREPANCIES IN THE DOCUMENTS OR IN THE EXISTING CONDITIONS PRIOR TO BID SUBMISSION SO AN ADDENDUM CAN BE ISSUED. FAILURE TO REVIEW THE CONTRACT DOCUMENTS OR VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR FROM THE NECESSITY OF FURNISHING ANY MATERIALS OR PERFORMING ANY WORK THAT MAY BE REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY WORK SO REQUIRED WILL BE WITHOUT ADDITIONAL COSTS TO THE OWNER.
- CONTRACTOR SHALL OBTAIN PERMITS REQUIRED TO PERFORM WORK IN ACCORDANCE WITH REQUIREMENTS AND PROCEDURES OF ANY AND ALL AUTHORITIES HAVING JURISDICTION.
- ERRORS AND/OR OMISSIONS IN ROOM, DOOR AND WINDOW SCHEDULES DO NOT RELIEVE THE CONTRACTOR FROM EXECUTING WORK SHOWN IN DRAWINGS OR DESCRIBED IN SPECIFICATIONS.
- NOTES APPEARING ON VARIOUS DRAWINGS FOR DIFFERENT SYSTEMS AND MATERIALS ARE TO BE REVIEWED, COORDINATED, AND ARE TO BE APPLIED TO ALL RELATED DRAWINGS AND DETAILS.
- PLANS WERE DEVELOPED FROM INFORMATION SUPPLIED BY THE OWNER AND EXISTING CONDITIONS OBSERVED. ANY DISCREPANCIES BETWEEN DRAWINGS AND EXISTING CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO STARTING WORK ON A GIVEN ITEM AND BEFORE INCURRING ADDITIONAL COSTS.
- PRIOR TO INSTALLATION, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND BRING TO THE ATTENTION OF THE ARCHITECT ANY DISCREPANCIES. FABRICATION SHALL BE BASED ON THE ACTUAL FIELD DIMENSIONS ONLY.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS INDICATING ACTUAL LAYOUT OF ALL STRUCTURAL MEMBERS FOR APPROVAL PRIOR TO INSTALLATION, ALL MEMBERS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS INCLUDING BRACING, SPACING, ETC.
- CUTTING OR MODIFICATIONS OF THE STRUCTURE ARE NOT PERMITTED UNLESS APPROVED BY THE ARCHITECT IN WRITING.
- STRUCTURAL STEEL MEMBER PROFILES AS INDICATED ON ARCHITECTURAL DRAWINGS MAY VARY FROM ACTUAL PROFILES AND SIZES INDICATED ON THE STRUCTURAL DRAWINGS WHICH SHALL GOVERN.
- THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL FLOORWALL SLEEVES AND SHAFTS IN CONCRETE SLABS/WALLS WITH MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL, STRUCTURAL AND ARCHITECTURAL DRAWINGS AND DISCREPANCIES, IF ANY, TO BE BROUGHT TO THE NOTICE OF THE ARCHITECT/ENGINEER PRIOR TO EXECUTION OF WORK.
- CONTRACTOR SHALL COORDINATE WITH THE WORK OF OTHERS NOT INCLUDED IN THIS CONTRACT AS DIRECTED BY THE OWNER.
- THE CONTRACTOR SHALL COORDINATE ALL PHASING AND PROJECT LIMIT AREA AND STAGING WITH OWNER OR AS SPECIFIED AND/OR SHOWN ON DRAWINGS.
- CONTRACTOR TO PROVIDE NOISE AND DUST CONTROL IN BUILDINGS WHERE OCCUPANTS ARE ADJACENT TO THE PROJECT AREA.
- PROVIDE A SAFE MEANS OF EGRESS THROUGH AND/OR AROUND THE BUILDING AND SITE PER APPLICABLE CODES AT ALL TIMES DURING THE CONSTRUCTION PROCESS. MINIMIZE DISRUPTION TO ADJACENT AREAS/FLOORS AS MUCH AS POSSIBLE.
- ALL EXISTING OR PROPOSED ELEVATIONS (LEVELS) AND DIMENSIONS ON SITE AND ON DRAWINGS MUST BE CHECKED AND VERIFIED BY THE CONTRACTOR BEFORE THE PREPARATION OF SHOP DRAWINGS OR COMMENCEMENT OF ANY ITEM OF WORK ON THE SITE. VERIFY SIZE AND LOCATION OF ALL OPENINGS FOR MECHANICAL EQUIPMENT AND WORK WITH ALL TRADES INVOLVED.
- ALL ITEMS SPECIFIED SHALL BE USED AS PART OF THE WORK UNLESS OTHER ITEMS OF EQUAL QUANTITY ARE SUBMITTED IN WRITING AND APPROVED BY THE ARCHITECT.
- CONTRACTOR SHALL PROVIDE A DUMPSTER AT A LOCATION AS APPROVED BY DEVELOPED AND LOCAL GOVERNING AUTHORITY. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE JOB SITE DAILY AND PLACED IN THE DUMPSTER.
- CONTRACTOR SHALL COORDINATE THE WORK OF SUBCONTRACTORS ON THE JOB SO AS TO PREVENT CONFLICTS DURING CONSTRUCTION. ADDITIONAL WORK CAUSED BY A LACK OF COORDINATION BETWEEN SUBCONTRACTORS SHALL NOT BE AT THE OWNER'S EXPENSE.

TOILET ACCESSORIES:

IN PUBLIC RESTROOMS, PROVIDE:

- HAND DRYER (10 BA-4)
- LIQUID SOAP DISPENSER (10 BA-7)
- TOILET TISSUE DISPENSER (10 BA-2)
- FRAMED MIRROR (10 MIR-2)
- GRAB BARS (10 GB-1)
- UNDER-SINK PIPE WRAP (BY PLUMBING)

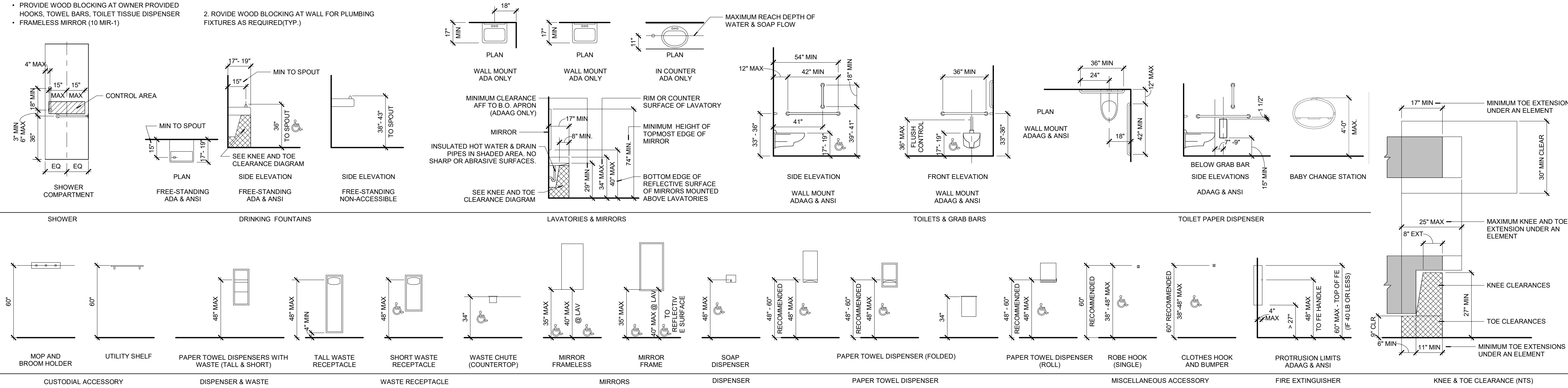
IN UNIT WASHROOMS, PROVIDE:

- PROVIDE WOOD BLOCKING AT OWNER PROVIDED HOOKS, TOWEL BARS, TOILET TISSUE DISPENSER
- FRAMELESS MIRROR (10 MIR-1)

MOUNTING HEIGHTS GENERAL NOTES

1. LIGHT SWITCHES, ELECTRICAL OUTLETS, AND OTHER ENVIRONMENTAL CONTROLS SHALL BE MOUNTED NO HIGHER THAN 48" AND NO LOWER THAN 15" ABOVE FINISHED FLOOR. IF THE CONTROL IS MOUNTED ABOVE A COUNTER OR OTHER OBSTRUCTION, WHICH IS BETWEEN 20-25" IN DEPTH, THE MAXIMUM MOUNTING HEIGHT SHALL BE LOWERED TO 44".

2. PROVIDE WOOD BLOCKING AT WALL FOR PLUMBING FIXTURES AS REQUIRED(TYP)



MOUNTING HEIGHTS - ADA RESTROOM
1/4" = 1'-0"

NO.	DESCRIPTION	DATE
2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION

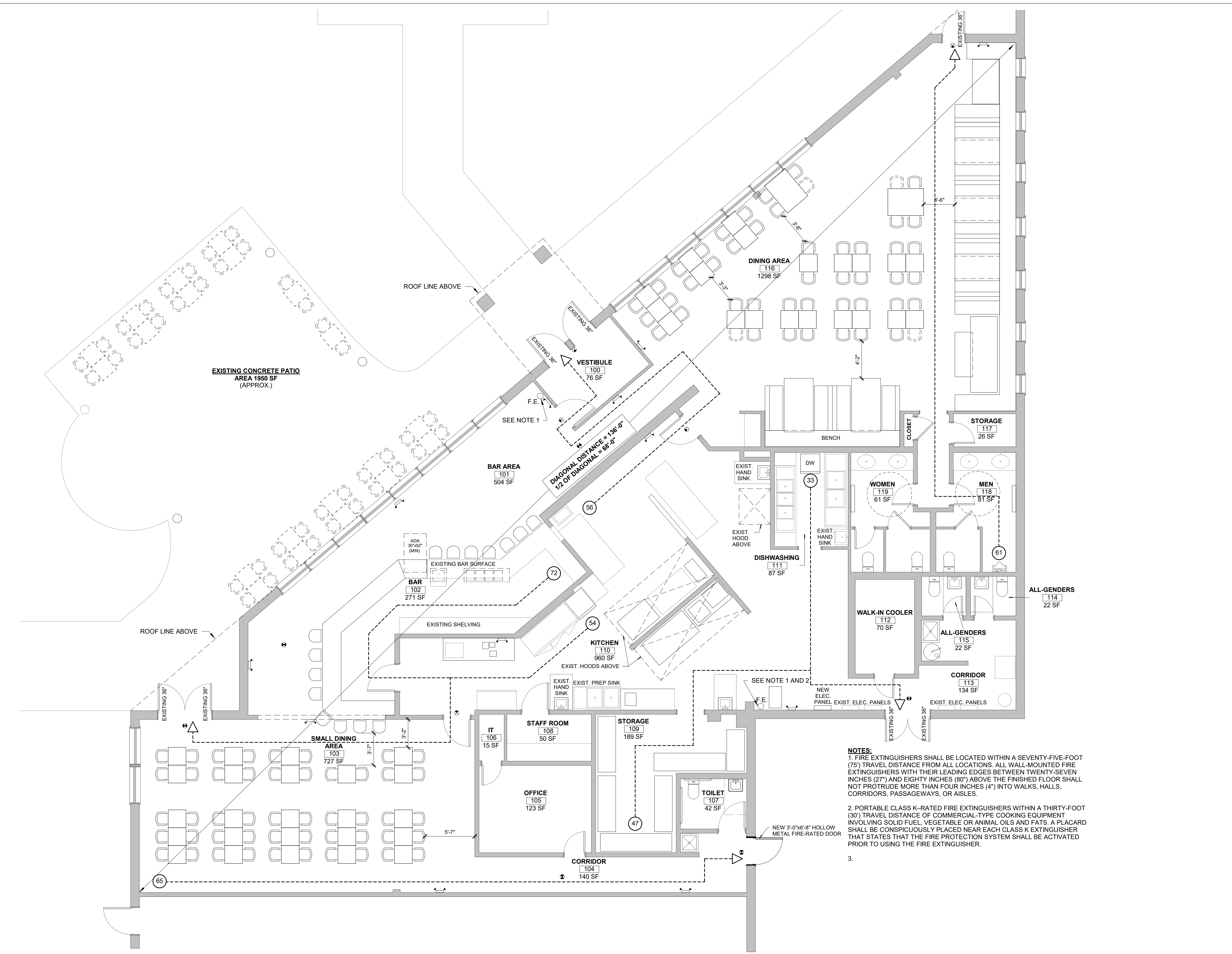
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

ARCHITECTURAL NOTES & MOUNTING HEIGHTS

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A001

SCALE As indicated



LIFE SAFETY PLAN LEGEND

	WALL MOUNTED EXIT SIGN
	CEILING MOUNTED EXIT SIGN
	EMERGENCY LIGHTING
	FIRE EXTINGUISHER
	COMMON PATH OF TRAVEL, WITH DISTANCE TO EXIT

NOTES:

1. FIRE EXTINGUISHERS SHALL BE LOCATED WITHIN A SEVENTY-FIVE-FOOT (75') TRAVEL DISTANCE FROM ALL LOCATIONS. ALL WALL-MOUNTED FIRE EXTINGUISHERS WITH THEIR LEADING EDGES BETWEEN TWENTY-SEVEN INCHES (27") AND EIGHTY INCHES (80") ABOVE THE FINISHED FLOOR SHALL NOT PROTRUDE MORE THAN FOUR INCHES (4") INTO WALKS, HALLS, CORRIDORS, PASSAGeways, OR AISLES.
2. PORTABLE CLASS K-RATED FIRE EXTINGUISHERS WITHIN A THIRTY-FOOT (30') TRAVEL DISTANCE OF COMMERCIAL-TYPE COOKING EQUIPMENT INVOLVING SOLID FUEL, VEGETABLE OR ANIMAL OILS AND FATS. A PLACARD SHALL BE CONSPICUOUSLY PLACED NEAR EACH CLASS K EXTINGUISHER THAT STATES THAT THE FIRE PROTECTION SYSTEM SHALL BE ACTIVATED PRIOR TO USING THE FIRE EXTINGUISHER.
- 3.

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RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

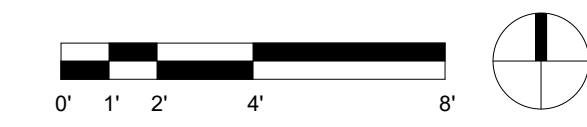
LIFE SAFETY EGRESS PLAN

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A002

SCALE As indicated

1 LIFE SAFETY EGRESS PLAN
3/16" = 1'-0"



EXISTING ENTRANCE SIGN,
SEE SHEET 2/A100

EXISTING FABRIC
OUTDOOR SHADES FOR
PATIO ABOVE TO REMOVE

EXISTING LIGHT POLE
TO REMAIN, TYP.

EXISTING CONCRETE PATIO
AREA 1950 SF
(APPROX.)

EXISTING FABRIC
OUTDOOR SHADES FOR
PATIO ABOVE TO REMOVE

ROOF LINE ABOVE

BAR AREA
101
504 SF

VESTIBULE
100
76 SF

DINING AREA
116
1298 SF

ROOF LINE ABOVE

REMOVE EXISTING
DOOR AND WALLS

REMOVE EXISTING SWING DOOR

EXISTING BAR SURFACE

BAR
102
271 SF

EXISTING UNDERBAR SINK
STATION TO REMAIN

EXISTING SHELVING

KITCHEN
110
960 SF

EXIST. HOODS ABOVE
TO REMAIN

EXIST. HAND SINK
EXIST. PREP SINK

IT
106
15 SF
2'-10"

STAFF ROOM
108
50 SF

OFFICE
105
123 SF

CORRIDOR
104
140 SF

STORAGE
109
189 SF

TOILET
107
42 SF

EXIST. MOP SINK

REMOVE DOOR

EXIST. HAND SINK

EXIST. HOOD ABOVE
TO REMAIN

DISHWASHING
111
87 SF

EXIST. 3 COMPARTMENT
SINK
EXIST. PREP SINK
EXIST. HAND SINK

WOMEN
119
61 SF

MEN
118
81 SF

WALK-IN COOLER
112
70 SF

CORRIDOR
113
134 SF

EXIST. ELEC. PANELS

EXIST. GREASE TRAP

ALL-GENDERS
114
22 SF

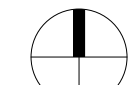
ALL-GENDERS
115
22 SF

STORAGE
117
26 SF

CLOSET

SMALL DINING
AREA
103
727 SF

1 DEMOLITION FLOOR PLAN
3/16" = 1'-0"

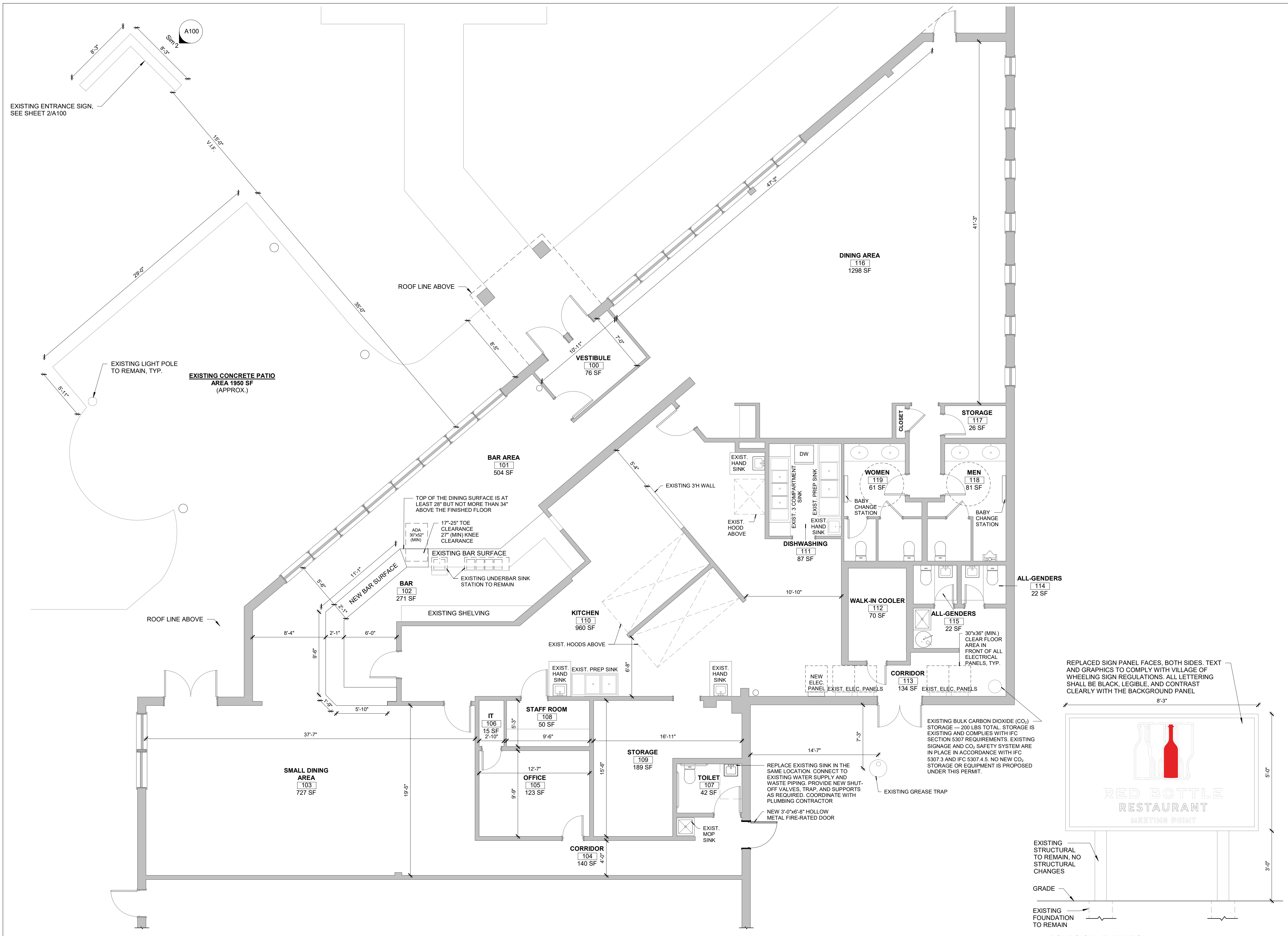


NO.	DESCRIPTION	DATE
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1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
DEMOLITION FLOOR PLAN

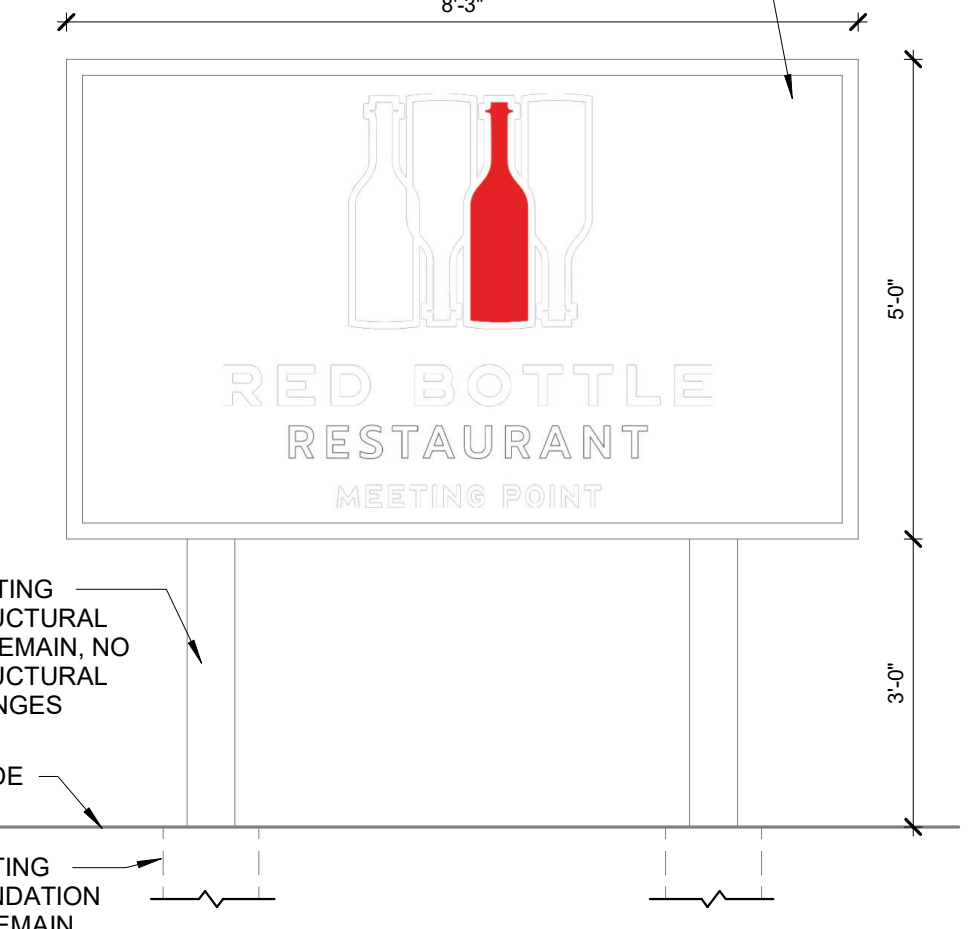
PROJECT NUMBER	C-009
DATE	11/18/2025
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CHECKED BY	PK

D100
SCALE 3/16" = 1'-0"

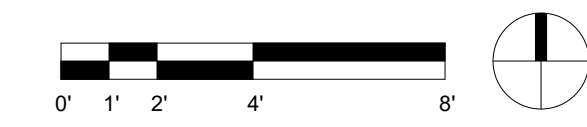


1 FIRST FLOOR PLAN
3/16" = 1'-0"

REPLACED SIGN PANEL FACES, BOTH SIDES. TEXT AND GRAPHICS TO COMPLY WITH VILLAGE OF WHEELING SIGN REGULATIONS. ALL LETTERING SHALL BE BLACK, LEGIBLE, AND CONTRAST CLEARLY WITH THE BACKGROUND PANEL



2 POLE SIGN - ELEVATION
1/2" = 1'-0"

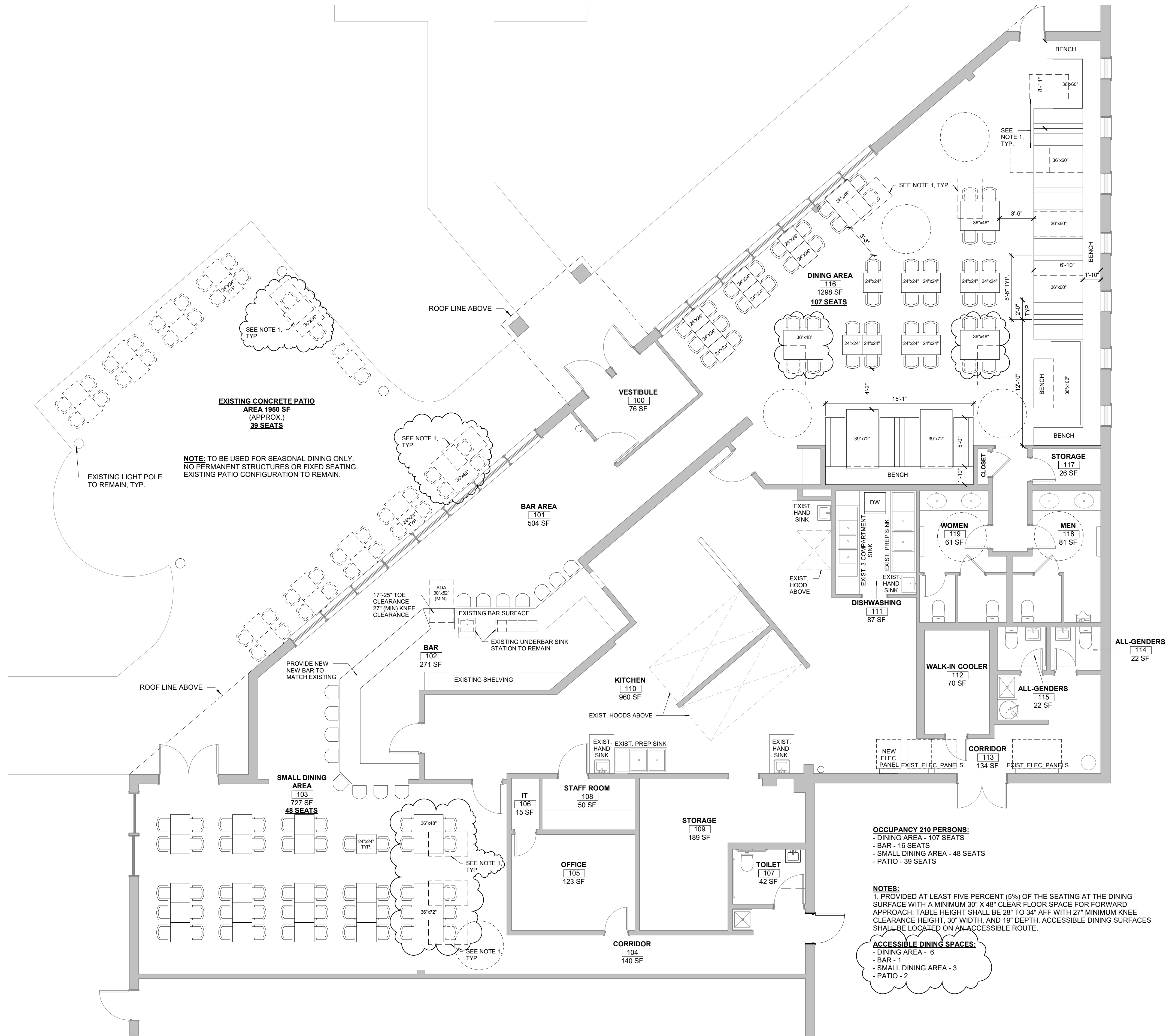


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RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
FIRST SITE/ FLOOR PLAN AND SIGN DETAILS

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A100
SCALE As indicated



NOTE: TO BE USED FOR SEASONAL DINING ONLY. NO PERMANENT STRUCTURES OR FIXED SEATING. EXISTING PATIO CONFIGURATION TO REMAIN.

OCCUPANCY 210 PERSONS:
 - DINING AREA - 107 SEATS
 - BAR - 16 SEATS
 - SMALL DINING AREA - 48 SEATS
 - PATIO - 39 SEATS

NOTES:
 1. PROVIDED AT LEAST FIVE PERCENT (5%) OF THE SEATING AT THE DINING SURFACE WITH A MINIMUM 30" X 48" CLEAR FLOOR SPACE FOR FORWARD APPROACH. TABLE HEIGHT SHALL BE 28" TO 34" AFF WITH 27" MINIMUM KNEE CLEARANCE HEIGHT, 30" WIDTH, AND 19" DEPTH. ACCESSIBLE DINING SURFACES SHALL BE LOCATED ON AN ACCESSIBLE ROUTE.

ACCESSIBLE DINING SPACES:
 - DINING AREA - 6
 - BAR - 1
 - SMALL DINING AREA - 3
 - PATIO - 2

NO.	DESCRIPTION	DATE
3	REVISED FOR PERMIT	11/18/2025
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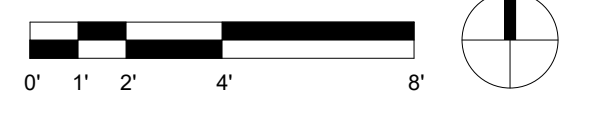
RED BOTTLE - INTERIOR RENOVATION
 401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

SEATING PLAN

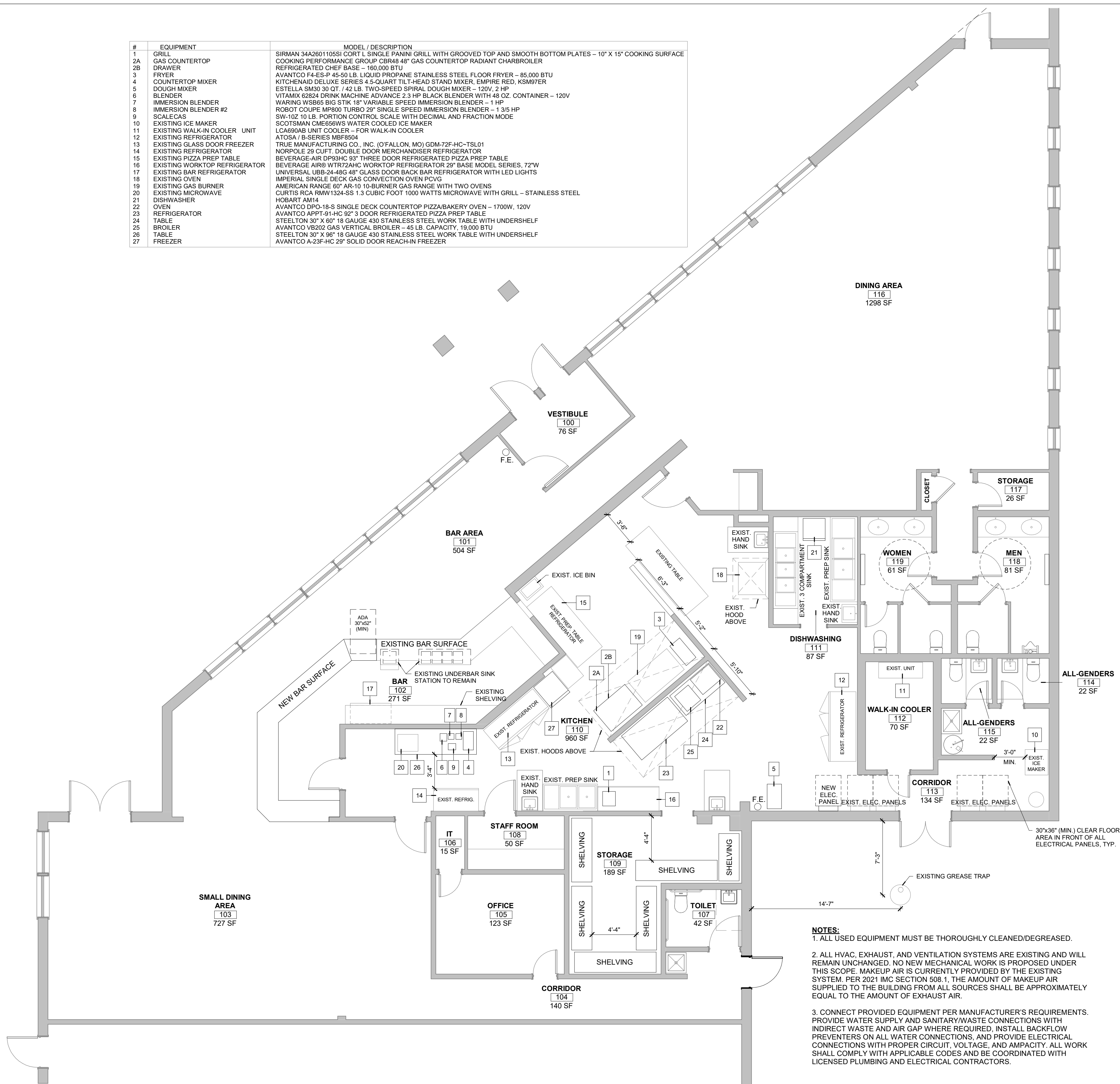
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A110
 SCALE 3/16" = 1'-0"

1 SEATING FLOOR PLAN
 3/16" = 1'-0"



#	EQUIPMENT	MODEL / DESCRIPTION
1	GRILL	SIRMAN 3A2601 105SI CORT L SINGLE PANINI GRILL WITH GROOVED TOP AND SMOOTH BOTTOM PLATES - 10" X 15" COOKING SURFACE
2A	GAS COUNTERTOP	COOKING PERFORMANCE GROUP CBR48 48" GAS COUNTERTOP RADIANT CHARBROILER
2B	DRAWER	REFRIGERATED CHEF BASE - 160,000 BTU
3	FRYER	AVANTCO F4-ES-P 45-50 LB. LIQUID PROPANE STAINLESS STEEL FLOOR FRYER - 85,000 BTU
4	COUNTERTOP MIXER	KITCHENAID DELUXE SERIES 4.5-QUART TILT-HEAD STAND MIXER, EMPIRE RED, KSM97ER
5	DOUGH MIXER	ESTELLA SM30 30 QT / 42 LB. TWO-SPEED SPIRAL DOUGH MIXER - 120V, 2 HP
6	BLENDER	VITAMIX 62824 DRINK MACHINE ADVANCE 2.3 HP BLACK BLENDER WITH 48 OZ. CONTAINER - 120V
7	IMMERSION BLENDER	WARING WSB85 BIG STIK 18" VARIABLE SPEED IMMERSION BLENDER - 1 HP
8	IMMERSION BLENDER #2	ROBOT COUPE MP800 TURBO 29" SINGLE SPEED IMMERSION BLENDER - 1.35 HP
9	SCALE/CAS	SW-10Z 10 LB. PORTION CONTROL SCALE WITH DECIMAL AND FRACTION MODE
10	EXISTING ICE MAKER	SCOTSMAN CME656WS WATER COOLED ICE MAKER
11	EXISTING WALK-IN COOLER UNIT	LCA690AB UNIT COOLER - FOR WALK-IN COOLER
12	EXISTING REFRIGERATOR	ATOSA / B-SERIES MBR6504
13	EXISTING GLASS DOOR FREEZER	TRUE MANUFACTURING CO., INC. (OF FALLON, MO) GDM-72F-HC-TSL01
14	EXISTING REFRIGERATOR	NORPOLE 29 CUFT. DOUBLE DOOR MERCHANDISER REFRIGERATOR
15	EXISTING PIZZA PREP TABLE	BEVERAGE-AIR DP93HC 93" THREE DOOR REFRIGERATED PIZZA PREP TABLE
16	EXISTING WORKTOP REFRIGERATOR	BEVERAGE-AIR WTR72AHC WORKTOP REFRIGERATOR 29" BASE MODEL SERIES, 72"W
17	EXISTING BAR REFRIGERATOR	UNIVERSAL UBB-24-48G 48" GLASS DOOR BACK BAR REFRIGERATOR WITH LED LIGHTS
18	EXISTING OVEN	IMPERIAL SINGLE DECK GAS CONVECTION OVEN PCVG
19	EXISTING GAS BURNER	AMERICAN RANGE 30" AR-10 10-BURNER GAS RANGE WITH TWO OVENS
20	EXISTING MICROWAVE	CURTIS RCA RMW1324-SS 1.3 CUBIC FOOT 1000 WATTS MICROWAVE WITH GRILL - STAINLESS STEEL
21	DISHWASHER	HOBART AM14
22	OVEN	AVANTCO DPO-18-S SINGLE DECK COUNTERTOP PIZZA/BAKERY OVEN - 1700W, 120V
23	REFRIGERATOR	AVANTCO APPT-91-HC 92" 3 DOOR REFRIGERATED PIZZA PREP TABLE
24	TABLE	STEELTON 30" X 60" 18 GAUGE 430 STAINLESS STEEL WORK TABLE WITH UNDERSHELF
25	BROILER	AVANTCO VB202 GAS VERTICAL BROILER - 45 LB. CAPACITY, 19,000 BTU
26	TABLE	STEELTON 30" X 96" 18 GAUGE 430 STAINLESS STEEL WORK TABLE WITH UNDERSHELF
27	FREEZER	AVANTCO A-23F-HC 29" SOLID DOOR REACH-IN FREEZER



1 EQUIPMENT FLOOR PLAN
3/16" = 1'-0"

- NOTES:**
1. ALL USED EQUIPMENT MUST BE THOROUGHLY CLEANED/DEGREASED.
 2. ALL HVAC, EXHAUST, AND VENTILATION SYSTEMS ARE EXISTING AND WILL REMAIN UNCHANGED. NO NEW MECHANICAL WORK IS PROPOSED UNDER THIS SCOPE. MAKEUP AIR IS CURRENTLY PROVIDED BY THE EXISTING SYSTEM. PER 2021 IMC SECTION 508.1, THE AMOUNT OF MAKEUP AIR SUPPLIED TO THE BUILDING FROM ALL SOURCES SHALL BE APPROXIMATELY EQUAL TO THE AMOUNT OF EXHAUST AIR.
 3. CONNECT PROVIDED EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. PROVIDE WATER SUPPLY AND SANITARY/WASTE CONNECTIONS WITH INDIRECT WASTE AND AIR GAP WHERE REQUIRED. INSTALL BACKFLOW PREVENTERS ON ALL WATER CONNECTIONS, AND PROVIDE ELECTRICAL CONNECTIONS WITH PROPER CIRCUIT, VOLTAGE, AND AMPACITY. ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND BE COORDINATED WITH LICENSED PLUMBING AND ELECTRICAL CONTRACTORS.

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RED BOTTLE - INTERIOR RENOVATION
401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090
EQUIPMENT FLOOR PLAN

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

A120

SCALE	As indicated
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EXISTING ENTRANCE SIGN, SEE SHEET 2/A100

EXISTING LIGHT POLE TO REMAIN, TYP.

EXISTING CONCRETE PATIO AREA 1950 SF (APPROX.)

PROVIDE (4) NEW 120V, 20A CONVENIENCE DUPLEX RECEPTACLES, EVENLY SPACED, MOUNTED 18" A.F.F. CONNECT TO (2) DEDICATED 20A CIRCUITS, BALANCE LOADS. CONCEAL WIRING IN WALL/CONDUIT; COORDINATE CABLE MANAGEMENT ALONG BACK EDGE OF STAGE. ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODE REQUIREMENTS

DINING AREA 116 1298 SF

VESTIBULE 100 76 SF

BAR AREA 101 504 SF

PROVIDE DEDICATED CIRCUITS FOR NEW COMMERCIAL DISHWASHER AND BOOSTER HEATER. CONNECT BOOSTER HEATER TO A 208V, 1Ø, 2-POLE, 50A BREAKER PER MANUFACTURER'S REQUIREMENTS (MIN. SUPPLY CONDUCTOR AMPACITY 50A / MAX PROTECTIVE DEVICE 50A). PROVIDE SEPARATE CIRCUIT FOR DISHWASHER AS INDICATED ON EQUIPMENT NAMEPLATE. ALL WIRING SHALL COMPLY WITH NEC AND LOCAL CODES. COORDINATE CONNECTIONS WITH EQUIPMENT INSTALLER

STORAGE 117 26 SF

WOMEN 119 61 SF

MEN 118 81 SF

ALL-GENDERS 114 22 SF

BAR 102 271 SF

KITCHEN 110 960 SF

DISHWASHING 111 87 SF

WALK-IN COOLER 112 70 SF

ALL-GENDERS 115 22 SF

PROVIDE NEW CONVENIENCE DUPLEX RECEPTACLES UNDER BAR. TYP. CONNECT TO NEW PANEL AND INSTALL CONDUIT AND WIRING AS REQUIRED. ALL WORK SHALL COMPLY WITH NEC AND LOCAL CODE REQUIREMENTS

STAFF ROOM 108 50 SF

STORAGE 109 189 SF

TOILET 107 42 SF

SMALL DINING AREA 103 727 SF

OFFICE 105 123 SF

CORRIDOR 104 140 SF

PROVIDE (5) NEW 120V, 20A CONVENIENCE DUPLEX RECEPTACLES, EVENLY SPACED, MOUNTED 18" A.F.F. CONNECT TO (2) DEDICATED 20A CIRCUITS FROM PANEL "PP-5" AND BALANCE LOADS. CONCEAL WIRING IN WALL OR CONDUIT; COORDINATE CABLE MANAGEMENT ALONG BACK EDGE OF STAGE. PROVIDE GFCI PROTECTION WHERE REQUIRED. ALL WORK SHALL COMPLY WITH NEC 2017 AND LOCAL CODE REQUIREMENTS

PP-5 PANEL SCHEDULE
100 A • 120/208 V • 1PH • 3W • INDOOR • MAIN-LUG (SIEMENS OR EQUAL)

CKTS	POLES	VOLTS	BREAKER	DESCRIPTION	CONNECTED VA
1	1	120	20A	DINING AREA - (3) DUPLEX RECEPTACLES (CIRCUIT 1)	540
3	1	120	20A	DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 2)	360
5	1	120	20A	SMALL DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 1)	360
7	1	120	20A	SMALL DINING AREA - (2) DUPLEX RECEPTACLES (CIRCUIT 2)	360
9	1	120	20A	BAR - (3) DUPLEX RECEPTACLES (NON-GFCI); PROVIDE GFCI IF WITHIN 6 FT OF SINK	540
11	1	120	20A	SPARE	---
13-20	---	---	---	SPARES / FUTURE	---

LOAD CALCULATED PER 2017 NEC:
180 VA PER DUPLEX (YOKO)
- DINING AREA: 3x180 + 2x180 = 900 VA (2 circuits)
- SMALL DINING AREA: 2x180 + 2x180 = 720 VA (2 circuits)
- Bar: 3x180 = 540 VA
Total Receptacle Load = 900 + 720 + 540 = 2,160 VA

- ELECTRICAL GENERAL NOTES:**
- ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE (NEC 2017) AND ALL LOCAL AMENDMENTS AND REGULATIONS OF THE VILLAGE OF WHEELING.
 - CONTRACTOR SHALL VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO STARTING WORK AND NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
 - ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS, NEC, AND LOCAL CODES.
 - ALL CIRCUITS SHALL BE CLEARLY LABELED AT PANELBOARDS, JUNCTION BOXES, AND DEVICE COVER PLATES. PANEL DIRECTORIES SHALL BE TYPED AND ACCURATELY DESCRIBE CIRCUIT USE.
 - ALL CONDUCTORS SHALL BE COPPER UNLESS NOTED OTHERWISE. MINIMUM WIRE SIZE #12 AWG FOR BRANCH CIRCUITS UNLESS INDICATED OTHERWISE.
 - ALL WIRING SHALL BE INSTALLED IN EMT CONDUIT, CONCEALED IN WALLS OR CEILINGS WHERE POSSIBLE. FLEXIBLE METAL CONDUIT MAY BE USED FOR FINAL CONNECTIONS TO EQUIPMENT AS PERMITTED BY NEC.
 - PROVIDE BONDED GROUND BUSHINGS AT BOTH ENDS OF FEEDER CONDUITS. INSTALL EQUIPMENT GROUNDING CONDUCTORS THROUGHOUT.
 - ALL NEW RECEPTACLES SHALL BE 20 A, 120 V DUPLEX UNLESS OTHERWISE NOTED. GFCI PROTECTION SHALL BE PROVIDED WHERE REQUIRED BY NEC 210.8(B) (E.G., WITHIN 6 FT OF SINKS OR IN SPECIFIED LOCATIONS).
 - STAGE #1 AND STAGE #2 RECEPTACLES SHALL BE FED FROM (2) DEDICATED 20 A CIRCUITS EACH, BALANCED ACROSS PANEL LEGS. BAR RECEPTACLES SHALL BE FED FROM (1) 20 A CIRCUIT.
 - PROVIDE NEW 100 A, 1-PHASE, 3-WIRE SUBPANEL "PP-5" FED FROM EXISTING MAIN DISTRIBUTION SWITCHBOARD VIA 100 A, 2-POLE BREAKER. INSTALL FEEDER (2) HOTS, (1) NEUTRAL, (1) EQUIPMENT GROUND IN EMT CONDUIT. ISOLATE NEUTRAL BUS; INSTALL SEPARATE GROUND BUS BONDED TO ENCLOSURE.
 - ALL CIRCUIT BREAKERS SHALL BE HACR TYPE AND MATCH PANELBOARD MANUFACTURER.
 - COORDINATE EXACT DEVICE LOCATIONS AND CABLE MANAGEMENT ROUTES IN FIELD, ESPECIALLY ALONG STAGE BACK WALL AND BAR AREA.
 - PATCH AND REPAIR ALL SURFACES AFFECTED BY ELECTRICAL WORK TO MATCH ADJACENT FINISHES.
 - OBTAIN ALL REQUIRED PERMITS AND INSPECTIONS PRIOR TO ENERGIZING NEW CIRCUITS OR EQUIPMENT.
 - FIELD COORDINATE WITH OTHER TRADES TO AVOID CONFLICTS AND ENSURE CLEAN, ACCESSIBLE INSTALLATIONS.

NO.	DESCRIPTION	DATE
2	REVISED FOR PERMIT	11/10/2025
1	ISSUED FOR PERMIT	10/17/2025

RED BOTTLE - INTERIOR RENOVATION

401-411 E DUNDEE RD, RIVERSIDE PLAZA, WHEELING, IL 60090

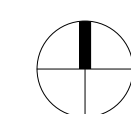
ELECTRICAL FLOOR PLAN AND SCHEDULE

PROJECT NUMBER	C-009
DATE	11/18/2025
DRAWN BY	RM
CHECKED BY	PK

E100

SCALE As indicated

1 ELECTRICAL FLOOR PLAN
3/16" = 1'-0"





MEMORANDUM

DATE: December 3, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0026, Request for Special Use Approval to Permit the Operation of an Assembly Hall (Banquet Facility) for Red Bottle Restaurant (401 E. Dundee Road).
PUBLIC HEARING

RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0026**, 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 the operation of an assembly hall (banquet facility) for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

EXECUTIVE SUMMARY

Docket No. PSU25-0026: Delta Kilo, Inc., 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 the operation of an assembly hall (banquet facility) for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

GENERAL PROPERTY INFORMATION

Petitioner: Delta Kilo, Inc.

Neighboring Property Land Use(s):

North: Commercial/Residential (across Dundee Road)

East: Forest Preserve Land

South: Commercial

West: Commercial (across Milwaukee Ave.)

Existing Use of Property: Commercial retail space

Existing Zoning: B-3, General Commercial and Office

Comprehensive Plan Designation: Commercial

Zoning History:

- Ordinance #1677, approved 4/22/1980, granting special use for a restaurant - Ms. O'Leary's (PC No. 1980-

2).

- Ordinance #2172, approved 7/15/1985, granting special use for a restaurant - Edwardo's (Docket No. 1985-15).
- Ordinance #2590, approved 1/2/1990, repealing Ordinance #2172 and granting special use to Edwardo's (Docket No. 1989-28).
- Ordinance #3226, approved 7/21/1997, repealing Ordinance #2590 and granting special use and site plan approval for a restaurant with outdoor seating (Docket No. 1997-17).
- Ordinance #4827 approved 1/20/2014, granting special use and site plan approval for a sit-down restaurant with entertainment – Deka (Docket No. 2013-8).
- Docket No. SCBA 1449, approved 7/17/2014, approval for freestanding sign (Deka).
- Docket No. PC 14-13 approved 9/11/2014, approval for minor site plan and appearance for façade modifications.
- Ordinance #3988, 7/11/2005, repealing Ordinances 2380, 2435 and 2754 and granting a variation from required parking for Riverside Plaza Shopping Center (71-83 S. Milwaukee Avenue and 321-481 E. Dundee Road).
- Docket No. PSPMIN25-0021, approved 11/5/2025, granting minor building appearance approval for changes to the building façade for the property located at 395 E. Dundee Road (Riverside Plaza).

SUMMARY OF REQUEST

Delta Kilo, Inc. is requesting special use approval to permit the operation of an assembly hall (banquet facility) for Red Bottle Restaurant to be located at 401 E. Dundee Road.

In addition, the petitioner is requesting special use approval to permit the operation of an entertainment establishment (Docket No. PSU25-0015) and minor site plan approval to re-establish an outdoor dining area (Docket No. PSPMIN25-0031).

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.

As outlined in the petitioner's project description letter, this request would permit the operation of a banquet hall as part of the proposed Red Bottle Restaurant. The petitioner is proposing to use the small dining room as a banquet hall to host small private events. All events will be held indoors. The identified hours of operations would be Monday through Thursday from noon to 2:00 AM, Friday & Saturday from 9:00 AM to 4:00 AM, and Sunday from 9:00 AM to 2:00 AM. The hours of operation will be dictated by the liquor license obtained from the Village's Liquor Control Commission, which a condition has been added to reflect such.

The Village Code defines an "assembly hall" as 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 club, nondenominational chapel or a meeting space for a club or membership organization. This term does not include a convention center.

Parking Analysis:

The attached Floor Plan identifies a maximum occupancy of 210 individuals. Pursuant to the Village's off-street parking requirements for restaurants and assembly halls, parking is calculated at 1 space per 3 seats based on maximum capacity, plus 1 space per employee during the largest work shift. This results in a minimum parking requirement of 82 spaces; 70 spaces for patrons plus 12 spaces for employees.

A parking variation for Riverside Plaza was previously granted by Ordinance No. 3988, which allocates 81 parking spaces to the subject tenant space (401 E. Dundee Road). While this is 1 parking space less than the calculated requirement (per above), the approved variation established the allocated parking for the subject tenant space.

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: The Special Use Permit is necessary for public convenience because the proposed Assembly space will provide a versatile, well-managed venue where community members can host private gatherings, celebrations, meetings, and special events in a safe and welcoming environment. By offering a professionally maintained space for private use, the venue meets a clear local demand for flexible event accommodations that support family, social, and business functions. This use will enhance neighborhood vitality by attracting visitors, generating additional economic activity through event services and catering, and supporting nearby businesses. The Assembly use complements the area's character while providing a valuable amenity that strengthens community connections and encourages responsible, organized private events.

Staff: The proposed assembly use is an appropriate use within the B-3, General Commercial and Office Zoning District and consistent with the mixed-use offerings at Riverside Plaza. The Special Use will activate an existing vacant tenant space and provide an additional service-oriented amenity at the subject location.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: The proposed Assembly Use will not alter the essential character of the area, as it will operate within the existing commercial framework and maintain the same scale, design standards, and operating patterns as neighboring businesses. The space will be used for private gatherings and special events, conducted entirely indoors to prevent noise or disruption to surrounding tenants and residents. All exterior signage, lighting, and hours of operation will remain consistent with the overall aesthetic and activity level of the shopping center. Rather than changing the neighborhood's character, the Special Use will complement it by providing a tasteful, well-managed venue for private events that enhances the area's sense of community while preserving its established atmosphere of safety, professionalism, and accessibility.

Staff: The proposed Assembly Use represents an appropriate reuse of an existing vacant tenant space within Riverside Plaza and aligns with the established commercial character of the development. The Special Use is not expected to alter the essential 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 proposed Assembly use is located within an existing commercial shopping center that is appropriately zoned and already designed to accommodate a range of business and community-oriented activities. The space was previously occupied by a restaurant and will not be expanded beyond its current footprint, ensuring the size and scale remain fully compatible with surrounding uses. The shopping center provides ample on-site parking and convenient access from multiple public streets, which allows for safe and efficient traffic circulation without adding congestion or impeding nearby businesses. All private events and gatherings will take place indoors within a professionally managed environment, with measures in place to prevent any noise, odor, or light from affecting adjacent tenants or properties. No outdoor activities or late-night disturbances are anticipated. The nature and intensity of operations will be limited and scheduled, ensuring predictable, orderly use of the space consistent with the district's established character. Overall, the proposed Assembly use will remain in harmony with the surrounding area, support the continued commercial vitality of the shopping center, and provide a complementary amenity that enhances, rather than disrupts, the ongoing development and use of neighboring properties.

Staff: The proposed use will be located within an existing commercial space that was previously occupied by a restaurant, making the size and configuration of the space appropriate for the proposed operations. The site benefits from established vehicular access points along Dundee Road and existing off-street parking allocated through the Riverside Plaza.

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: The proposed Assembly use will occupy an existing commercial unit within a fully developed shopping center. No structural changes are proposed to the building's height, exterior, or fencing, and the existing landscaping will remain consistent with the center's design standards. The building's location, scale, and appearance are compatible with surrounding businesses, maintaining a cohesive visual character within the commercial setting. Because the site is located in an active commercial district and not adjacent to residential properties, the proposed use will not impede nearby development or land use. Instead, the addition of a well-managed private event venue is expected to draw visitors, increase foot traffic, and provide economic benefits to neighboring businesses. All operations will be conducted indoors, ensuring there are no noise, lighting, or environmental impacts on adjacent properties. Because the site is part of an established commercial area and not adjacent to residential properties, the use will not hinder or discourage development of nearby parcels. On the contrary, it will likely encourage increased foot traffic and customer flow to surrounding businesses, contributing positively to the overall commercial activity of the area. The proposed use will not create visual, noise, or environmental impacts that would impair the value or use of adjacent land or buildings.

Staff: No exterior site modifications are proposed as part of this request. The existing building footprint, height, exterior walls, parking layout, lighting, and landscaping will remain unchanged. Therefore, the proposed use will not impede or discourage the appropriate development and use of adjacent properties, nor will it negatively affect their value.

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: The proposed Assembly use will share the existing parking facilities within the shopping center, which offer sufficient spaces for guests and staff. Because most private events will occur during evenings and weekends—when many nearby businesses have reduced activity or are closed—ample parking will be available without overcrowding or conflicts. Located within a commercial district with no adjacent residences, the site requires no additional screening. Access is provided through established commercial roadways designed for retail and service traffic, and the existing entrances and exits meet all safety and circulation standards. Event schedules and operations will generate predictable, moderate traffic that will not cause congestion or impact nearby tenants. Overall, the proposed use will integrate smoothly with the center's existing infrastructure, maintaining safe, convenient, and efficient access for all patrons and businesses.

Staff: The proposed use will utilize the existing off-street parking lot that serves Riverside Plaza. The proposed use is not expected to create traffic hazards or contribute to congestion within the development or along surrounding roadways.

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: The property in question is well-suited for continued commercial use, but limiting it strictly to standard retail or restaurant operations would not allow the space to achieve a reasonable return given its layout, size, and investment requirements. The ability to host private events and gatherings under the proposed Assembly use is essential to the site's long-term economic viability, as it enables the property to serve multiple functions and attract consistent bookings during evenings and weekends—times when traditional retail activity in the center is limited. Without the Special Use Permit authorizing Assembly use, the property's operational flexibility and revenue potential would be significantly restricted, resulting in underutilization of a prime commercial space. The proposal complies fully with all other provisions of the Zoning Code, and no additional exceptions are requested. Approval of this Special Use will allow the property to function efficiently within its intended commercial context while providing a sustainable and economically beneficial use for the community.

Staff: The proposed use is consistent with the B-3, General Commercial and Office Zoning District and the Comprehensive Land Use designation of mixed use for the subject site.

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. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use, the appropriate motion would be to:

Recommend approval of Docket No. PSU25-0026, 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 the operation of an assembly hall (banquet facility) for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

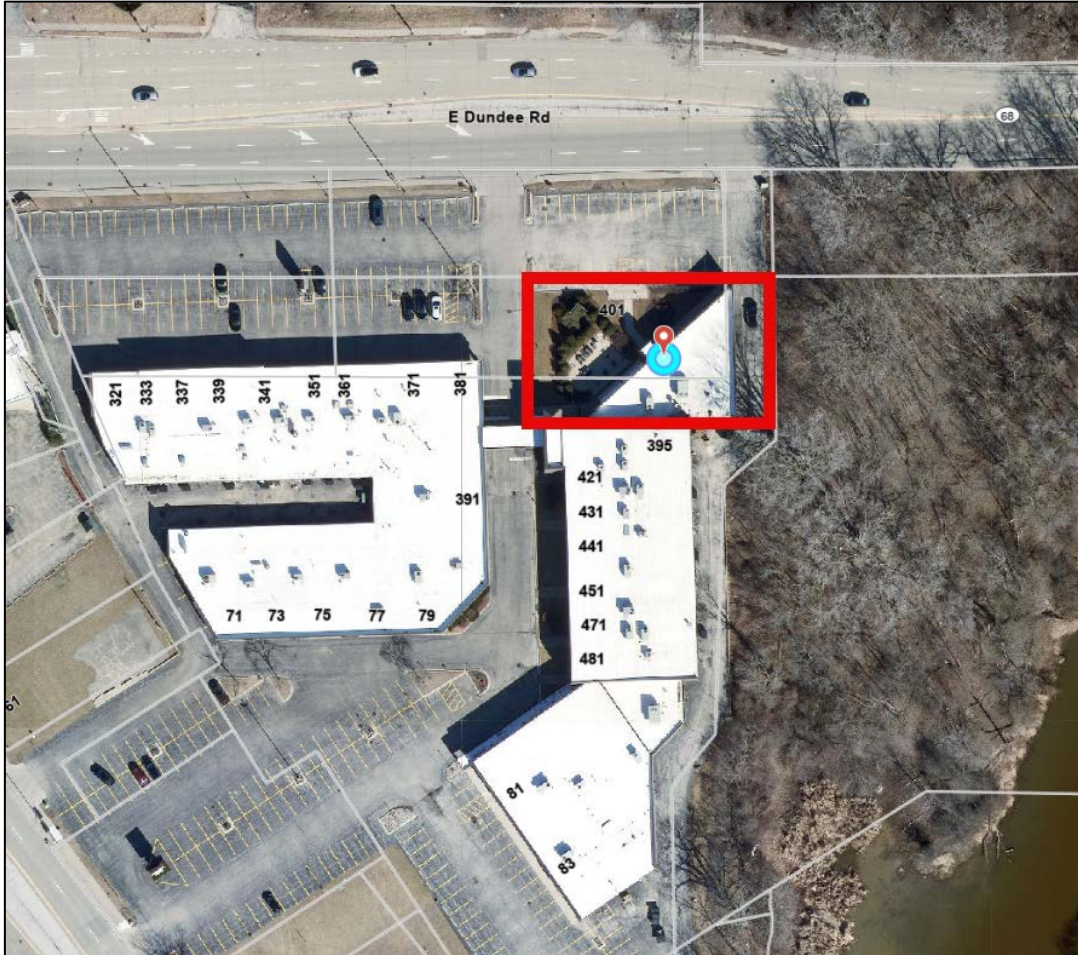
ATTACHMENTS:

Attachments to Staff Report (Staff)

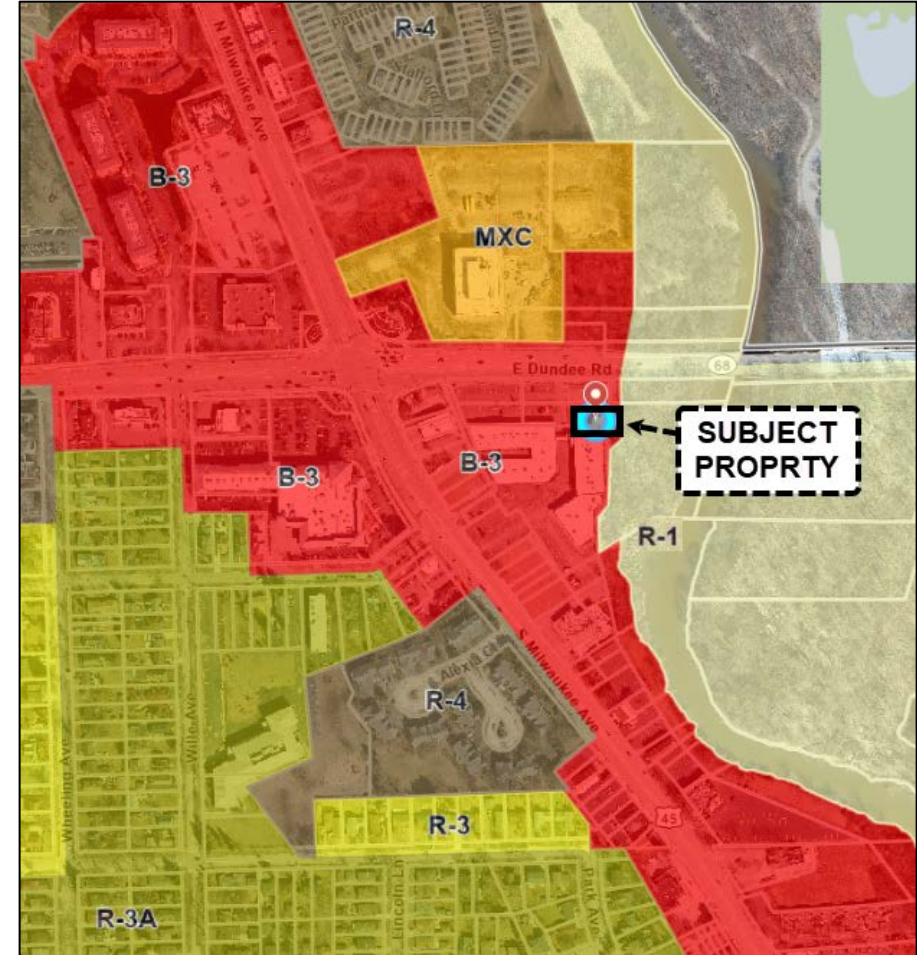
Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025)

Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



LOCATION MAP



ZONING MAP

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Front of proposed restaurant facing south from parking lot.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Photo of parking lot in front of proposed restaurant facing west from east side of property.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Proposed outdoor dining area facing southwest from the main entrance.

(Request for Special Use for Entertainment Establishment & Assembly Hall, Minor Site Plan & Appearance Approval)



Photo of fabric awnings that must be removed.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: December 3, 2025

Re: Docket No. PSU25-0015
Request for Special Use Approval to Permit the Operation of an Entertainment Establishment for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

Docket No. PSU25-0026
Request for Special Use Approval to permit the Operation of an Assembly Hall (Banquet Facility) for Red Bottle Restaurant, for the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

Chairman Johnson called Docket Nos. PSU25-0019 and PSU25-0026 on December 3, 2025. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney James Ferolo.

As outlined in the petitioner's project description letter, the petitioner proposes to operate Red Bottle Restaurant, a full-service restaurant that will also include scheduled entertainment events such as karaoke nights, trivia events and occasional stand-up comedy. The petitioner is proposing to use the small dining room as a banquet hall to host small private events. All events will be held indoors. The identified hours of operations would be Monday through Thursday from noon to 2:00 AM, Friday & Saturday from 9:00 AM to 4:00 AM, and Sunday from 9:00 AM to 2:00 AM. The hours of operation will be dictated by the liquor license obtained from the Village's Liquor Control Commission, which a condition has been added to reflect such.

An "entertainment establishment" is defined in the Village Code as 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. As outlined in the petitioner's project description letter, the petitioner proposes to host entertainment such as karaoke nights, trivia events and occasional stand-up comedy more than 10 times per year.

The Village Code defines an "assembly hall" as 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 club, nondenominational chapel or a meeting space for a club or membership organization. This term does not include a convention center.

Parking Analysis:

The attached Floor Plan identifies a maximum occupancy of 210 individuals. Pursuant to the Village's off-street parking requirements for restaurants and entertainment establishments,

parking is calculated at 1 space per 3 seats based on maximum capacity, plus 1 space per employee during the largest work shift. This results in a minimum parking requirement of 82 spaces; 70 spaces for patrons plus 12 spaces for employees.

A parking variation for Riverside Plaza was previously granted by Ordinance No. 3988, which allocates 81 parking spaces to the subject tenant space (401 E. Dundee Road). While this is 1 parking space less than the calculated requirement (per above), the approved variation established the allocated parking for the subject tenant space.

In addition, the petitioner is requesting minor site plan approval to re-establish an outdoor dining area (Docket No. PSPMIN25-0031).

Secretary Sprague reported that Delta Kilo, Inc. was requesting special use approval to permit the operation of an entertainment establishment associated with the proposed restaurant of Red Bottle Restaurant. The petitioner also requested special use approval to permit the operation of a banquet facility and minor site plan approval to re-establish outdoor dining. He read the special use requirements.

Ms. Knysz reported that the business was a restaurant, and because they wanted more than 10 events per year, it became an entertainment establishment. They also had a small dining area that could be used as a banquet hall, which was classified as assembly use. The minor site plan was required for outdoor dining. The application did show that the light posts were being replaced initially, but the petitioner had decided not to move forward with that replacement. There was already a lot of lighting on and in the building, so the petitioner believed that the four outdoor lights were unnecessary.

Dmitry Khlebnikov, the petitioner, stepped to the podium and was sworn in. He explained that it would be a full-service restaurant with some entertainment. The food would be Italian, along with a handpicked wine selection and breakfast. The entertainment would include comedy, trivia nights, and some private events such as birthdays and weddings. The location would be the second one, and the first had been successful. They had no safety concerns and were experienced with the type of business. A revenue of \$250,000 per month was anticipated, which would yield additional tax revenue.

Commissioner Riles asked if the lighting would be replaced with other lighting to dine outside. Dmitry Khlebnikov reported that there was already enough light. He noted that an additional light was not included in the picture. On each table, there would also be small lanterns. There were three large lights on the entrance that provided additional light. If more light was needed, there was a large light post that could be turned on. There was still one light pole that provided enough light to navigate around the tables. Commissioner Riles raised concerns about diners and how it could affect the experience. Dmitry Khlebnikov acknowledged the concerns and stated that diners could choose any available seats out of the capacity of over 200 seats. Commissioner Riles commented that there may be a better alternative. He asked how many tables would be held in the dining room. Dmitry Khlebnikov reported that there would be 10 tables with a capacity of 38. Commissioner Riles asked about the number of events that would be held throughout the year. Dmitry Khlebnikov stated that they might be holding weekly events. Commissioner Riles asked about security. Dmitry Khlebnikov confirmed that there would be certified security for Friday and Saturday evenings.

Commissioner Smart asked whether the outdoor seating area would follow the restaurant's hours. Dmitry Khlebnikov confirmed that they would. Commissioner Smart asked about noise. Dmitry Khlebnikov stated that the nearby businesses were closed after 6:00 p.m. and there were no nearby residences. There would also be no music played outside. Ms. Knysz clarified that all entertainment had to be indoors, so they did not believe it would be a problem. Commissioner Smart raised concerns about the lights. Dmitry Khlebnikov confirmed that the light would be sufficient and would not be an issue.

Commissioner Hyken asked if they would be part of the updated shopping center plan. Dmitry Khlebnikov confirmed that they would be, and the landlord had assured them they would start on their end of the shopping center. Commissioner Hyken asked about the hours for the liquor license. Ms. Knysz reported that they had to work out the specifics for the liquor license.

Commissioner Sprague asked why they did not want to replace the lights. Dmitry Khlebnikov stated that there were so many questions from the Architectural Bureau, and it would take a long time to replace the lights. Commissioner Sprague asked if it was a safety concern. Dmitry Khlebnikov stated that it was not. He explained that at the other restaurant, there were not many outside lights, and it was okay. Commissioner Sprague asked what would happen if the neighboring businesses turned their lights off. Dmitry Khlebnikov explained that the majority of the light was coming from his own business. Commissioner Sprague asked if the power sources for the broken lamps were working. Dmitry Khlebnikov confirmed that they were. Commissioner Sprague asked about compromising and adding one additional light. Dmitry Khlebnikov stated that he would consider it. He stated that they would not be using the patio over the winter, and he would check throughout the winter if it was needed.

Commissioner Karl had no questions.

Chairman Johnson asked about the other location. Dmitry Khlebnikov reported that it was Blue Fire in Elmwood Park. Chairman Johnson stated that he would like to see at least one more light fixture, but he would wait until spring.

Ms. Knysz read the proposed conditions for Docket No. PSU25-0015:

1. Special Use Approval is contingent upon approval of Docket No. PSU25- 0026 for the operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant's space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

Chairman Johnson asked if there was a smoking area had been determined. Dmitry Khlebnikov stated that he would figure that out by springtime.

Ms. Knysz read the proposed conditions for Docket No. PSU25-0026:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for the operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission.
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

The Commissioners had no further questions.

MOTION: Commissioner Karl moved, seconded by Commissioner Sprague to recommend approval for PSU25-0015, 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 the operation of an entertainment establishment for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 10/29/2025); Riverside Plaza Parking Layout dated July 5, 2005; Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0026 for operation of an assembly hall (banquet facility).
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All entertainment activities, including but not limited to music performances, karaoke, trivia, comedy, or similar events, shall be conducted entirely inside the tenant's space.
4. No entertainment activities of any kind shall be permitted outdoors unless separately approved by the Village through a revised Special Use approval.
5. Amplified sound shall be maintained at a level that does not create a nuisance to adjacent tenants or exceed thresholds established in Chapter 8.24 of the Village Code.
6. Exterior doors shall remain closed during entertainment events, except for normal ingress and egress, to prevent noise spillover.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Smart moved, seconded by Commissioner Hyken to recommend approval for PSU25-0026, 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 the operation of an assembly hall (banquet facility) for Red Bottle Restaurant/Delta Kilo, Inc., located at 401 E. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Dmitry Khlebnikov (received by the Village 11/24/2025); Plan Set prepared by Patrick Kinsfather, last revised 10/28/2025; and subject to the following conditions:

1. Special Use Approval is contingent upon approval of Docket No. PSU25-0015 for operation of an entertainment establishment.
2. The hours of operation shall be established by the liquor license obtained from the Village's Liquor Control Commission
3. All events, gatherings and activities shall be conducted entirely inside the tenant space.
4. A minimum of one employee shall be present at all times during events.
5. Outdoor storage of equipment, food service materials, or refuse is prohibited.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Hyken moved, seconded by Commissioner Riles to close Docket Nos. PSU25-0015 and PSU25-0016.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on December 3, 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 the following petitions submitted by Delta Kilo, Inc. (Red Bottle Restaurant and Lounge), 401 E. Dundee Road, Wheeling, IL 60090 (lessee):

Docket No. PSU25-0015: Request for special use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an entertainment establishment.

Docket No. PSU25-0026: Request for special use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of an assembly hall (banquet facility).

For the property located at 401 E. Dundee Road, which is zoned B-3, General Commercial and Office.

All interested persons are invited to attend and be heard.

Docket No's. PSU25-0015 & PSU25-0026
Published in Daily Herald Nov. 18, 2025 (311732)

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 11/18/2025 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 # 311732





MEMORANDUM

DATE: December 15, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of a Recreation and Instruction Facility (Otaman Supreme Company), 638 Wheeling Road [Docket No. PSU25-0025]
DOLLAR AMOUNT: 0
BUDGETED: Yes
BUDGET SOURCE: 0
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Otaman Supreme Company is seeking special use approval to permit the operation of a recreation and instruction facility for an indoor boxing and fitness training facility at 638 Wheeling Road, in the I-2 (Limited Industrial) Zoning District. At the December 3, 2025 hearing, the Plan Commission unanimously recommended approval of this request.

MEMO

The petitioner is seeking special use approval to operate an indoor boxing and fitness training facility offering structured training programs for youths, adults, and amateur athletes. The program mix will include personal training sessions, small group fitness classes, and after-school youth training. As outlined in the Petitioner's Project Description Letter, the facility will operate Monday through Friday from 9:00 a.m. to 9:00 p.m., Saturday from 9:00 a.m. to 5:00 p.m. and will be closed on Sundays. Staffing will consist of 2-3 employees, including a boxing coach, fitness trainer, and administrative/front desk personnel.

Plan Commission Recommendation

At the December 3, 2025 Plan Commission hearing, Commissioner Smart moved, seconded by Commissioner Hyken, to recommend approval of Docket No. PSU25-0025, granting Special Use approval 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 Otaman Supreme Company, located at 638 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 boxing and fitness 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 six 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 for the granting of a special use, with conditions, to permit a recreation and instruction facility for Otaman Supreme Company, located at 638 Wheeling Road.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0025]
Exhibits: Petitioner’s Project Description Letter dated 11/4/2025
Floor Plan received by the Village on 11/5/2025
PC Staff Report with Report Attachments
Findings of Fact – Draft
Certificate of Public Notice

ORDINANCE NO. _____

**ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF A
RECREATION AND INSTRUCTION FACILITY (OTAMAN SUPREME COMPANY),
638 WHEELING ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 3, 2025, duly noticed on November 18, 2025, to consider a petition for Special Use approval by Otaman Supreme Company, 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 638 Wheeling Road (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 6 ayes and 0 nays, with 1 absent; and

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

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 or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.
- That the special use as requested will not be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.
- That the establishment of the special use will not impede or interfere with the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- That the proposed use and development will be adequately served by essential public facilities and services, or the applicant will provide adequately for such services.
- That the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets and parking areas and driveways will be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.
- That the proposed use will comply with the regulations and stipulations specified for such use.

Special Use Approval for a Recreation and Instruction Facility (Otaman Supreme Company)

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, ILLINOIS, 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 dated 11/4/2025
- Floor Plan received by the Village on 11/5/2025

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 boxing and fitness 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. PSU25-0025

Special Use Approval for a Recreation and Instruction Facility (Otaman Supreme Company)

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President and
Board of Trustees, Wheeling, Illinois.

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

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 16th day of December, 2025, by order of the Corporate
Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Special Use Approval for a Recreation and Instruction Facility (Otaman Supreme Company)

Exhibit A (Attached)

- Petitioner's Project Description Letter dated 11/4/2025
- Floor Plan received by the Village on 11/5/2025

OTAMAN SUPREME COMPANY
638 Wheeling Road
Wheeling, IL 60090

Date: 11/4/2025

To: Marcy Knysz
Wheeling City Hall
Community Development Department
2 Community Boulevard
Wheeling, IL 60090

Subject: Request for Special Use License – Proposed Boxing Club

Dear Members of the Wheeling City Council,

I am writing to formally request a **Special Use License** for the operation of **Otaman Boxing Club**, a community-oriented boxing and fitness facility to be located at **638 Wheeling Road, Wheeling, IL 60090**. This facility is designed to promote physical fitness, discipline, and community engagement through structured boxing training programs for youth, adults, and amateur athletes.

Business Description

Otaman Boxing Club will operate as a **boxing and fitness training center** offering instructional classes in boxing fundamentals, conditioning, and sparring. The gym will also host personal training sessions, small group fitness programs, and after-school youth programs aimed at promoting health, confidence, and discipline among participants.

Proposed Hours of Operation

- **Monday – Friday:** 9:00 AM – 9:00 PM
- **Saturday:** 9:00 AM – 5:00 PM
- **Sunday:** Closed

Staffing and Employees

The facility will employ approximately **2–3 staff members**, including:

- 1 Boxing Coach
- 1 Fitness Trainer
- 1 Front Desk/Administrative Assistant

Community Impact

The proposed Boxing Club will provide a safe, structured environment for local residents to improve their fitness, develop self-discipline, and engage in positive community activities. Our goal is to support local youth and adults by providing affordable, supervised, and professionally guided fitness opportunities.

Please find all supporting documentation and site plans attached for review. Should you require any additional information, I am available to provide clarification or meet with staff to discuss the proposal further.

Thank you for your time and consideration of our Special Use License application. We look forward to the opportunity to contribute positively to the Wheeling community.

Sincerely,
Yuliya Mykhaylyuk & Vitalii Bobeliuk

Otaman Supreme Company

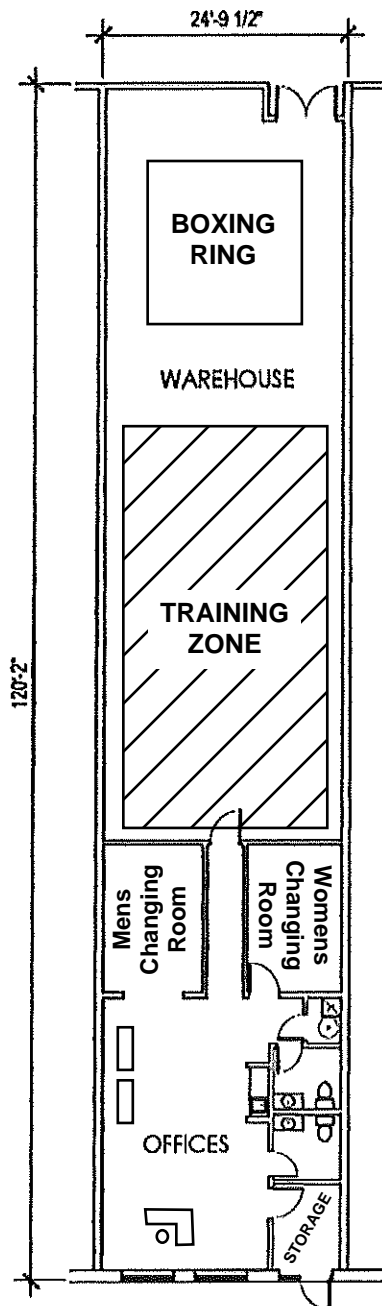
EXHIBIT A

WHEELING PLAZA

FLOOR PLAN OF PREMISES

638 S. Wheeling Road, Wheeling, IL 60090

Approximately 3,312 SQ FT





MEMORANDUM

DATE: December 3, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0025, Request for Special Use Approval to Permit a Recreation and Instruction Facility for Otaman Supreme Company (638 Wheeling Road). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0025**, 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 Otaman Supreme Company, located at 638 Wheeling Road, in accordance with the Petitioner's Project Description Letter dated 11/4/2025; Floor Plan received by the Village on 11/5/2025, 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 boxing and fitness 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.

EXECUTIVE SUMMARY

Docket No. PSU25-0025: Otaman Supreme Company (638 Wheeling Road, Wheeling, IL 60090), 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 (boxing and fitness training facility), located at 638 Wheeling Road, which is zoned I-2, Limited Industrial.

GENERAL PROPERTY INFORMATION

Petitioner: Otaman Supreme Company (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, Otaman Supreme Company, requests special use approval to permit a recreation and instruction facility to operate an indoor boxing and fitness training facility to be located at 638 Wheeling Road..

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 special use approval to operate an indoor boxing and fitness training facility offering structured training programs for youth, adults and amateur athletes. The program mix will include personal training sessions, small group fitness classes, and after school youth training. As outlined in the Petitioner's Project Description Letter (attached), the facility will operate Monday through Friday from 9:00 AM to 9:00 PM, Saturday from 9:00 AM to 5:00 PM and will be closed on Sundays. Staffing will consist of 2-3 employees, including a boxing coach, fitness trainer and administrative/front desk personnel.

Staff has included a condition requiring the facility be used exclusively for boxing and fitness-related training and classes, no unrelated activities, parties or events to be permitted. This limitation ensures the use remains consistent with the applicant's stated operations and prevents the space from functioning as a general event venue (e.g., special events, parties, etc.) that would not align with the intent of the zoning district.

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 or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.**

Petitioner: The proposed boxing and fitness facility will provide a valuable health and wellness service to the residents of Wheeling by offering structured, supervised physical training in a safe and professional environment. This Special Use is desirable because it promotes public health, discipline, and community engagement while utilizing an existing commercial space appropriately suited for indoor fitness activities. The operation will have minimal impact on surrounding properties, generate steady local business activity, and contribute to the overall vitality of the Village. By promoting wellness, youth development, and positive community involvement, the proposed use will enhance the general welfare and align with Wheeling's goals for a healthy, active, and thriving community

Staff: The proposed special use for a recreation facility within the I-2, Limited Industrial Zoning District is desirable as such uses effectively utilize large, open floor areas suitable for indoor sports and other large-scale recreational activities and is compatible with typical I-2 uses and the uses of the subject site.

- 2. State how the Special Use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.**

Petitioner: The proposed boxing and fitness facility will operate safely, responsibly, and in full compliance with all applicable village codes and regulations. All training activities will take place indoors, minimizing noise, traffic, and other potential disturbances to nearby properties. The facility will maintain professional supervision at all times, with instructors and established safety protocols to ensure the well-being of participants and visitors. The proposed use will not generate hazardous conditions, excessive traffic, or environmental impacts and will not be detrimental to the health, safety, morals, or general welfare of the community. By maintaining a clean, well-managed, and attractive facility, the business will enhance the appearance and activity of the area, thereby supporting—rather than diminishing—nearby property values and neighborhood improvements.

Staff: The proposed use will occur entirely within an existing building and will not alter the character of the area.

3. State how the establishment of the special use will not impede or interfere with the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Petitioner: The proposed boxing and fitness facility will be located within an existing commercial/industrial building that is already suited for active indoor uses. The operation will not alter the character of the area or hinder the normal and orderly development of surrounding properties permitted within the district. All activities will occur entirely indoors, with no outdoor operations or structural changes that would affect neighboring parcels. The facility's traffic, parking, and noise levels will remain consistent with other fitness or service-oriented uses commonly found in similar zoning districts. By occupying and improving an existing space, the proposed use will contribute positively to the ongoing development of the area and complement other nearby businesses, rather than impede future growth or redevelopment opportunities.

Staff: The proposed use will occupy a developed property with convenient public access that will not impede the surrounding properties.

4. State how the proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries and schools or the applicant will provide adequately for such services.

Petitioner: The proposed boxing and fitness facility will be fully supported by existing public infrastructure and municipal services. The site is located within an established commercial area that is already served by adequate streets, utilities, drainage systems, and public safety services. The anticipated use will not place any undue burden on municipal systems or public services. Police and fire protection, refuse disposal, and other essential services are readily available and sufficient to accommodate the proposed operation. No additional public improvements or extensions of utilities will be required. We will maintain the property in compliance with all building, safety, and health regulations to ensure continued compatibility with existing public facilities and to support the efficient provision of services throughout the Village of Wheeling

Staff: The proposed use will occur within an existing building that is currently served by public facilities. There are no proposed changes to the exterior of the building or site that would require additional public services.

5. State how the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Parking areas and driveways shall be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.

Petitioner: The proposed boxing and fitness facility will not cause undue traffic congestion or draw significant amounts of traffic through residential streets. The site is located within a commercial area with direct access from major thoroughfares, allowing safe and efficient entry and exit without impacting nearby residential neighborhoods. All parking and driveway areas are existing and designed to accommodate the expected volume of members and staff. Class schedules will be staggered to distribute traffic evenly throughout the day, preventing peak-hour congestion. The facility's traffic generation will be comparable to other small fitness or personal training establishments and will not create hazards or obstructions on public streets.

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 proposed use will comply with the regulations and stipulations specified for such use.

Petitioner: The proposed boxing and fitness facility will fully comply with all Village of Wheeling zoning, building, fire, and life-safety regulations applicable to this type of use. The facility will be maintained in accordance with current building codes, including requirements for occupancy limits, accessibility, emergency exits, ventilation, and fire suppression systems.

All necessary permits will be obtained prior to occupancy, and the business will adhere to any additional conditions or stipulations established by the Village as part of the Special Use approval. The operation will maintain ongoing compliance with applicable health and safety standards to ensure a safe environment for patrons, employees, and the public.

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 boxing and fitness 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. PSU25-0025, 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 Otaman Supreme Company, located at 638 Wheeling Road, in accordance with the Petitioner's Project Description Letter dated 11/4/2025; Floor Plan received by the Village on 11/5/2025, and subject to the following conditions:

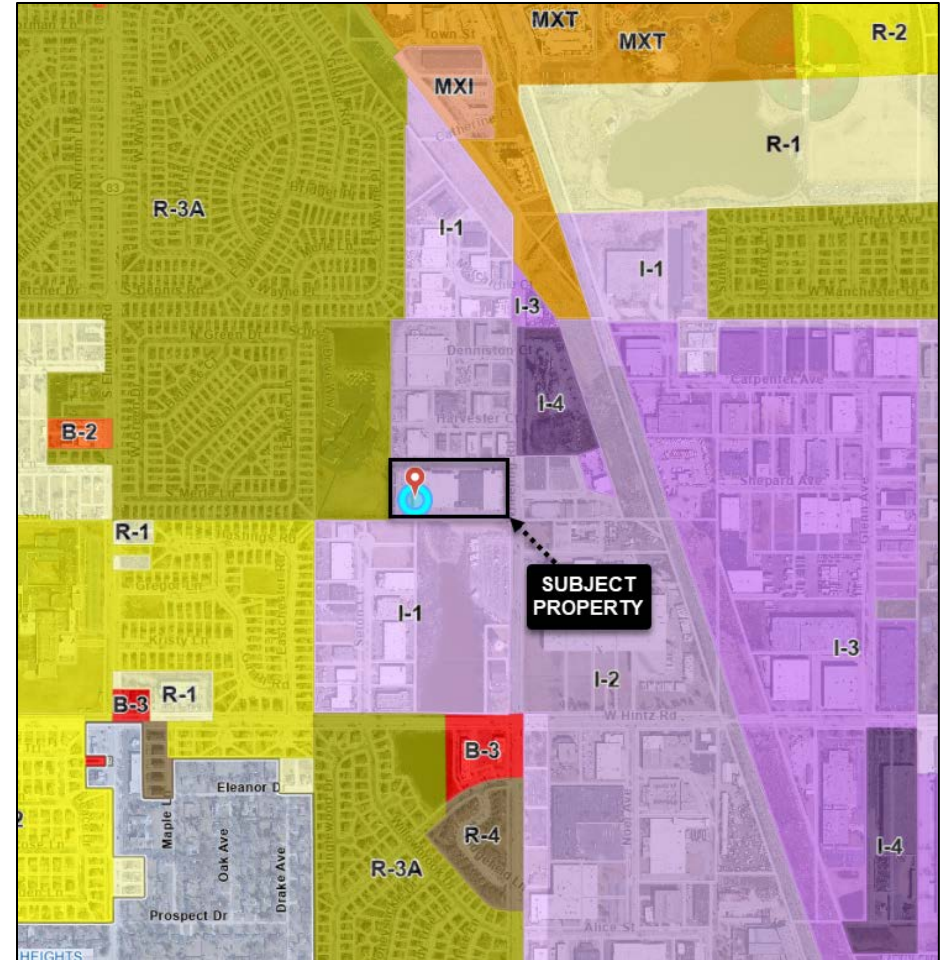
1. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
2. The facility shall be used exclusively for boxing and fitness training and classes; no unrelated activities, parties or events shall be permitted.
3. All activities shall be conducted entirely 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:

- Location and zoning maps (Staff)
- Petitioner's Project Description Letter dated 11/4/2025
- Floor Plan received by the Village on 11/5/2025



LOCATION MAP



ZONING MAP



Photo of the front of the proposed business.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: December 3, 2025

Re: Docket No. PSU25-0025
Request for Special Use Approval to Permit a recreation and instruction facility (boxing and fitness training facility) for Otaman Supreme Company, located at 638 Wheeling Road, which is zoned I-2, Limited Industrial.

Chairman Johnson called Docket No. PSU25-0025 on December 3, 2025. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney James Ferolo.

The petitioner is seeking special use approval to operate an indoor boxing and fitness training facility offering structured training programs for youth, adults and amateur athletes. The program mix will include personal training sessions, small group fitness classes, and after school youth training. As outlined in the Petitioner's Project Description Letter (attached), the facility will operate Monday through Friday from 9:00 AM to 9:00 PM, Saturday from 9:00 AM to 5:00 PM and will be closed on Sundays. Staffing will consist of 2-3 employees, including a boxing coach, fitness trainer and administrative/front desk personnel.

Staff has included a condition requiring the facility be used exclusively for boxing and fitness-related training and classes, no unrelated activities, parties or events to be permitted. This limitation ensures the use remains consistent with the applicant's stated operations and prevents the space from functioning as a general event venue (e.g., special events, parties, etc.) that would not align with the intent of the zoning district.

Secretary Sprague reported that Otaman Supreme Company was requesting a special use approval to permit a recreation and instruction facility. He reviewed the requirements for a Special Use approval.

Ms. Knysz reported that it was a standard request for a recreation and instruction facility. She read the proposed 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 boxing and fitness 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.

Vitalii Bobeliuk stepped to the podium and was sworn in. She reported that they were planning to offer boxing classes, including kickboxing and BoxFit, and MMA. The goal was to create a safe and family-friendly environment for both children and adults. The hours of operation would be mostly evenings, with no late-night activities. The class sizes would be small. She noted that they were very mindful of noise and would not be playing loud music. Security cameras, liability waivers, and strict rules would be put in place to ensure safety. There were more parking spaces than were needed for those attending the classes. She commented that she hoped that the boxing club would be a positive for the Village of Wheeling and stated that they would be fully compliant with all codes, requirements, and recommendations from the Planning Commission.

Commissioner Riles asked about class sizes and the ratio of trainer to student. Vitalii Bobeliuk reported that trainers would be present at all times, and they had their certificates, and the classes would not exceed 12 people. Commissioner Riles asked what the age range was. Vitalii Bobeliuk reported that it was for ages 8 and up. Commissioner Riles asked if it would be for boys and girls. Vitalii Bobeliuk confirmed that it was and noted that they also had the BoxFit classes that were directed more toward girls. Commissioner Riles asked how long the classes were. Vitalii Bobeliuk reported that they would mostly be one hour and 20 minutes. Commissioner Riles asked if there would be any sparring sessions. Vitalii Bobeliuk stated that they were not planning to do any matches and were only holding regular classes.

Commissioner Smart asked if it was Vitalii Bobeliuk's first business. Vitalii Bobeliuk discussed that her husband was a boxer in Ukraine, and the trainers had worked in different facilities and knew how the business worked.

Commissioner Hyken had no questions and thanked Vitalii Bobeliuk for her business.

Commissioner Sprague agreed that it was a great business and had no questions.

Commissioner Karl had no questions.

Chairman Johnson asked about the layout and noted that there was no door on the men's changing room. Vitalii Bobeliuk confirmed that it was only a mistake and that there was a door.

The Commissioners had no further questions.

MOTION: Commissioner Myer Smart, seconded by Commissioner Hyken to recommend approval for PSU25-0025, 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 Otaman Supreme Company, located at 638 Wheeling Road, in accordance with the Petitioner's Project Description Letter dated 11/4/2025; Floor Plan received by the Village on 11/5/2025, 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 boxing and fitness 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, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Karl moved, seconded by Commissioner Hyken, to close Docket No. PSU25-0025.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six 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 December 3, 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 Otaman Supreme Company, lessee, 638 Wheeling Road, Wheeling, IL 60090, 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 (boxing and fitness club) to be located at 638 Wheeling Road, which is zoned I-2, Limited Industrial.

All interested persons are invited to attend and be heard.

Docket No. PSU25-0025

Published in Daily Herald Nov. 18, 2025 (311731)

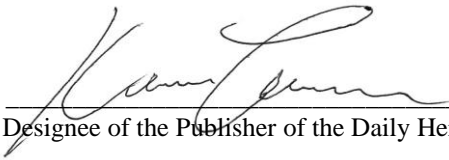
CERTIFICATE OF PUBLICATION

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 11/18/2025 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 # 311731





MEMORANDUM

DATE: December 15, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of a Recreation and Instruction Facility (One More Game Pickleball and Badminton Club, LLC), 851 Seton Court [Docket No. PSU25-0019]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

One More Game Pickleball and Badminton Club (OMG PBB) is seeking special use approval to permit the operation of a recreation and instruction facility for an indoor pickleball and badminton facility at 851 Seton Court in the I-2 (Limited Industrial) Zoning District. At the December 3, 2025 hearing, the Plan Commission unanimously recommended approval of this request.

MEMO

The petitioner is seeking special use approval to operate an indoor pickleball and badminton facility to be located within the eastern portion of the existing industrial building at 851 Seton Court. The proposed recreation and instruction facility will include three dedicated pickleball courts available for hourly court rental, membership use, permanent court time reservations, leagues, private and group pickleball and badminton lessons/clinics, and open play. The petitioner also sought to conduct tournaments as part of the proposed use, but withdrew that request at the Plan Commission hearing due to a shortage of required parking. OMG PBB will operate daily from 6 AM to 11 PM with two staff members, who are the current owners of the business. A schedule for leagues and lessons has not yet been determined.

Plan Commission Recommendation

At the December 3, 2025, Plan Commission hearing, Commissioner Sprague moved, seconded by Commissioner Karl, to recommend approval of Docket No. PSU25-0019, granting Special Use approval 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 One More Game Pickleball and Badminton Club, LLC, located at 851 Seton Court, in accordance with the exhibits listed below and subject to the following conditions:

1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action on the special use.
2. A minimum of one (1) employee shall be onsite at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events, or tournaments shall be permitted.
4. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025.
5. All activities shall be conducted entirely within the indoor facility.
6. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and markings shall be corrected and re-striped accordingly by May 1, 2026.
7. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
8. All refuse and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan

prepared by E4L Engineering, LLC dated 9/20/2025.

9. 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 six 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 for the granting of a special use, with conditions, to permit a recreation and instruction facility for OMG, located at 851 Seton Court.

The petitioner has submitted a business license application as required by the Plan Commission's recommendation, which has been reflected by removing the condition in the approving ordinance.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0019]

Exhibits: Business Plan for OMG PBB, LCC last revised 9/2025

Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025

Site Plan prepared by E4L Engineering, LLC dated 10/6/2025

PC Staff Report with Report Attachments

Findings of Fact – Draft

Certificate of Public Notice

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF A RECREATION AND INSTRUCTION FACILITY (ONE MORE GAME PICKLEBALL AND BADMINTON CLUB, LLC), 851 SETON COURT

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 3, 2025, duly noticed on November 18, 2025, to consider a petition for Special Use approval by One More Game Pickleball and Badminton Club, LLC (800 Weidner Road, Unit 505, Buffalo Grove, IL, 60089), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of a Recreation and Instruction Facility located at 851 Seton Court (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 6 ayes and 0 nays, with 1 absent; and

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

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 or desirable to provide a service or a facility which is in the interest of public convenience or need and will contribute to the general welfare of the neighborhood or village.
- That the special use as requested will not be detrimental to the health, safety, morals or general welfare of the adjoining area or village and will not be injurious to property values or improvements in the vicinity.
- That the establishment of the special use will not impede or interfere with the normal and orderly development and improvement of surrounding property for uses permitted in the district.
- That the proposed use and development will be adequately served by essential public facilities and services, or the applicant will provide adequately for such services.
- That the proposed use or development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets and parking areas and driveways will be designed so as to prevent traffic hazards, eliminate nuisance and minimize traffic congestion in the public streets.
- That the proposed use will comply with the regulations and stipulations specified for such use.

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:

LOT 6 IN LAKESIDE INDUSTRIAL CENTER, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE 3RD PRINCIPAL MERIDIAN, 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**:

- Business Plan for OMG PBB, LCC last revised 9/2025
- Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025
- Site Plan prepared by E4L Engineering, LLC dated 10/6/2025

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 pickleball and badminton training; no unrelated activities, parties, events, or tournaments shall be permitted.
3. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025.
4. All activities shall be conducted entirely within the indoor facility.
5. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and markings shall be corrected and restriped accordingly by May 1, 2026.
6. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
7. All refuse and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025.
8. 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.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President and
Board of Trustees, Wheeling, Illinois.

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

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 16th day of December, 2025, by order of the Corporate
Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Business Plan for OMG PBB, LCC, last revised 9/2025
- Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025
- Site Plan prepared by E4L Engineering, LLC dated 10/6/2025



BUSINESS PLAN FOR

OMG PBB, LLC

Ella and Peter Sidorczuk
800 Weidner Road, Apt 505
Buffalo Grove, Illinois 60089

Created: 10/2023

Revised: 09/2025



EXECUTIVE SUMMARY

One More Game, Pickleball and Badminton LLC (OMG PBB) will provide access to indoor pickleball and badminton courts for the community. OMG PBB will include four (4) dedicated pickleball courts for various uses at our 10,000 square foot facility. OMG PBB will provide hourly court rental, permanent court time reservations, leagues, private and group pickleball and badminton lessons with a certified instructor, coaching clinics, tournaments, and many other activities.

OMG PBB's goal is to become the premier stop for all pickleball and badminton related activities in the community providing a one stop shop facility to learn, play, and compete in these sports. We want our customers to enjoy the excellent courts for private and/or open rec play that has a friendly and comfortable atmosphere. We hope that it will attract more existing players as well as new people to try and fall in love with the sport.

The company will be run by Peter and Ella Sidorczuk (founding members) with potential additional employees if the need arises. Ella will oversee the day-to-day operations of the facility while Peter will be responsible for coaching Badminton and Pickleball as well as handling the behind-the-scenes administrative and accounting work.

We plan on marketing the facility via targeted word of mouth through the vast network of Pickleball and Badminton players that we have accumulated over the years, as well as full community blast of various flyers and advertisement avenues. We are confident that once the word spreads about the facility we will have more and more new players coming in through the door and are confident that once they are in they will remain loyal customers.



MISSION STATEMENT

One More Game, Pickleball and Badminton LLC (OMG PBB) will provide access to indoor pickleball and badminton courts for the community.

The facility will include four (4) dedicated pickleball courts for various uses. OMG PBB will provide hourly court rental, permanent court time reservations, leagues, private and group pickleball and badminton lessons with a certified instructor, coaching clinics, tournaments, and many other activities.

OMG PBB's goal is to become the premier stop for all pickleball and badminton related activities in the community providing a one stop shop facility to learn, play, and compete in these sports. We want our customers to enjoy the excellent courts for private and/or open rec play that has a friendly and comfortable atmosphere. We hope that it will attract more existing players as well as new people to try and fall in love with the sport.

SUMMARY OF YOUR BUSSINESS' KEY ELEMENTS

OMG PBB, LLC is an entity created on 10/2022 to facilitate our dream of providing easy and affordable access to pickleball and badminton to the local communities. We have been in business for under a year, but we have already hosted 5 successful local tournaments for beginning to intermediate players. These tournaments were in a scramble and playoff format and have been widely regarded as a success by all the players involved. These tournaments were run by Ella and Peter Sidorczuk (owners of OMG PBB) with Ella spearheading the recruitment and organization of the participants. It included coordinating the date and time of the tournament, collecting all the players, conveying all the pertinent information about the event, finding replacements for the inevitable cancellations. Peter, on the other hand, was responsible for setting up the groups of players and the playoffs, creating spreadsheets for point calculations and keeping track of the results, running the actual tournament at the venue location, compiling the results and handing out the medals for the winners.

In addition, Peter is planning on putting together some clinics for lower-level players to learn the fundamentals of the game.

OMG PBB will have two (2) staff members to start with, which are also the current owners of the company, Ella Sidorczuk (50% owner) and Peter Sidorczuk (50% owner). At the start of the business, we do not anticipate the need for additional employees but that may change as the business grows.

Ella will be responsible for day-to-day operations at the facility including but not limited to front desk duties such as checking players in, providing information about the facility and services, taking reservations and payments, and answering any customer services questions. She will also be doing marketing for the company in the groups that she plays in as well as any chat or Facebook groups that she is a part of. Ella will also help with other aspects of the business as they come up. Ella is also the main financial investor for the business.



Peter will oversee administrative/accounting/legal paperwork for the company, making sure that the appropriate paperwork is up to date to operate the facility, dealing with the AP/AR, setting up pricing structures for the facility services, helping with marketing in his own groups and chats. Peter is also the sole coach at the facility for both Pickleball and Badminton and will be responsible for any lessons or clinics that will be offered. Peter has over 20 years of competitive badminton playing experience and 20+ years of badminton coaching experience. He also has 4+ years of competitive pickleball and his badminton coaching experience has made it easy to transition into pickleball coaching.

For full details on Ella's and Peter's credentials please refer to the attached resumes at the end of this Business Plan.

The business will be covered under an umbrella liability policy from an insurance company that meets the requirements for this type of facility. To start with, all bookkeeping will be done in-house via QuickBooks, with an oversight from a professional CPA for end of the year close out and tax submission. If the business outgrows the use of QuickBooks, we will upgrade to more robust and in-depth accounting software and move to having a full-time accounting department/person.

HOURS OF OPERATION

The Facility will be open Monday through Sunday 6:00 AM to 11:00 PM and will be staffed during all business hours with at least one (1) employee.

SECURITY AND STAFFING

We will install and manage a security system consisting of cameras throughout the facility. This will allow us to monitor the facility in real time and review any potential incidents that may have occurred during daily use. All our members will be added to our system via name, address, phone number, email, etc. and will be required to check in prior to use of the facility so we can keep track of who is using the facility and when. A staff member will be present during normal business hours, that will facilitate check-ins, answer any member questions, and keep general order in the facility.

GENERAL CLASS SCHEDULE

In general, we will provide as many classes as possible during the week, based on how many members are signing up. We expect approximately 6-8 leagues per week (16 people per week) using all courts, between 6-8 hours of open play each day (up to 20 people per session) using all the courts, ability to reserve any court will be available throughout the day (typically 4-5 people per court), and we will also offer lessons taught by Peter Sidorczyk throughout the day/week (1-4 people per court). We do not have a set schedule for all the classes, leagues, open play, etc. as this is constantly changing based on interest, time of the year, and many other factors.



DETAILED PRODUCTS AND SERVICES

OMG PBB will provide an extensive list of products and services related to Pickleball and Badminton. The following sections will outline in detail the services that OMG PBB will provide to start with.

HOURLY COURT RENTAL – The facility will provide court rentals for their members and walk ins on an hourly basis. The fee structure will consist of a fixed cost per court per hour no matter the number of people using the court. As an example, if a court is \$30 per hour and you have 5 people on said court it would cost each person \$6 for the hour. Typically, pickleball groups will rent out courts for at least 2-hour blocks. These rentals will be based on a first-come first served basis, with possibly adjustments based on membership status.

MEMBERSHIPS – We will implement a yearly membership for the club that will give exclusive perks to the members. These perks may include any of the following: reduced court rental fees, guest passes, ability to reserve courts in advance, reduced fee on open/rec play, reduced price for leagues, a free OMG PBB T-shirt, and many others. The memberships are optional, and nonmembers can still participate in open/rec play, court reservations, and leagues.

PERMANENT COURT TIME – The facility will offer standing reservations or permanent court time at a discounted rate. This allows players to rent several courts for a longer period at the same time each week. For example, a group of players would be able to rent out 2 courts every Monday from 8 to 11 am for the next 6 months. This rental agreement would require an upfront payment but would be at a discount rate.

LEAGUES – The facility will offer leagues at set times and days of the week for various levels of players 3.0 to 5.0. The leagues will be in 2-hour blocks and can have up to twenty (20) players in each (5 courts * 4 players per court) and would most likely run for approximately eight (8) weeks. The date, time, duration, format, etc. will vary and can change as we go from league to league and month to month. The leagues will have a structured format with specific pair ups and predetermined matches for most of the league with a playoff or ranking system at the end to determine the top placing players. The top spots in the league will receive a reward. We plan on running the leagues year-round based on our study of the market in other areas and clubs (see Marketing section for details).



OPEN/REC PLAY – We will provide time blocks for open/rec play where anyone can come in and play with other people. This kind of play is good for lower-level players to meet new people and have competitive games. A walk-in fee will be charged to nonmembers for the open play and members will either be able to participate for free or at a discounted rate. Open play will also get more people in the door that want to try pickleball but do not want to make a commitment to private groups or memberships, hopefully we can convert these players into members or consistent walk ins. We will structure this open play on the available courts to facilitate players of various skill levels within each group to try and keep the play competitive. In the future, a challenge court may be required or expansion to other time slots to allow for various skill groups if the population of players gets too high for the number of courts. A sign-up list may also be implemented with a limited number of walk-ins to assure that the players have a positive experience with minimal waiting time for courts.

TOURNAMENTS – We plan on running regular tournaments at the facility to promote competition and market the facility. Starting with the continuation of our monthly beginner/intermediate level tournaments (scramble/playoff format) but then expanding to tournaments for higher level players 4.0, 4.5, and 5.0. The goal would be to run tournaments sanctioned by some of the professional pickleball associations such as the APP, PPA, or MLP. The tournaments would typically take place at the weekend and would be a great source for marketing and a place where local businesses could do some advertising, especially if we can get players from surrounding areas and states to come down to play.

LESSONS/CLINICS – Peter will offer lessons in both badminton and pickleball throughout the week and weekends. These lessons can be 1 on 1, 1 on 2, or groups of 4 players. These lessons will be between 1 and 2 hours in length and the coach to player ratio will be kept at or below 1 to 4. As mentioned before, Peter has 20+ years of experience as a coach and will be able to provide excellent coaching to any level of badminton and pickleball players. In addition to lessons, we will also host various clinics for larger groups of players 8-16 that will consist of going over fundamentals, strategies, movement, positioning, nuances, and many other aspects of pickleball. These clinics will be slightly longer in length and may include a guest coach appearance in order to keep the coach to player ration within an acceptable range.



MARKETING PLAN

The target market for Pickleball is basically the entire community. Pickleball was specifically designed to cater to the senior population that was unable to compete in other sports. The rules of the game inherently facilitate slow methodical play that anyone can participate in at any age and physical fitness while at the same time allowing stronger athletes the freedom to play at a faster and more intense level. This means that the demographic for our facility is anyone ages 18 to 100, this opens a huge pool of possible customers.

Based on the location of our facility, I know that there are at least 5 outdoor court locations around the area that have a large community of pickleball players including Gurnee, Waukegan, Highland Park, Lake Bluff, and Libertyville. Our goal is to visit all the local parks with pickleball courts and spread the word about our facility via word of mouth and flyers. We are regular players on all the courts in the area and know most players there, this will make it easier for us to invite and market the OMG PBB facility.

The pickleball community is large yet very tight knit, any news spreads quickly and travels far among all the people. This means that handing out flyers and talking to people at several locations will reach a much larger audience than initially approached. A lot of players have larger groups that play together which means if a few people play at a certain place the rest of the group will follow them.

Based on our research there are no similar facilities within 10 miles of our location which allows us to capture even more players without the worry of losing them to a competitor at this time. Once the customers come to our place, we are confident that the quality and customer service of OMG PBB will keep them with us for a long time. There are other facilities further away from our current location that provide indoor pickleball services. As with the public outdoor courts, we are also regular players or have at least played a few times at all the locations. This means that we are aware of the format and pricing structure of each of these facilities and we are confident that we can match or beat the pricing of our competitors.

As mentioned above, the location of our facility is ideal due to the lack of a dedicated indoor pickleball/badminton facility in the vicinity and the large population of pickleball players in the area. This creates a perfect storm of demand and lack of competition, and we are confident that OMG PBB can be the solution to this problem and enrich the community in the process.



Over the past 5-7 years Pickleball has been growing at an exponential rate with the last 12 months to 24 months being a massive boom as it made its way into the public spotlight via social media and even mainstream news. The sport is blowing up and it does not seem to be stopping anytime soon. The ceiling for the growth of pickleball is nearly infinite and it is the perfect time to try and capture a big chunk of the population in this area. I do not see the growth of pickleball slowing down as it makes its way further into the mainstream public. All villages and park districts are jumping on the band wagon by building dedicated outdoor courts or converting existing tennis courts into pickleball courts. The towns and villages are recording massive community activity growth and satisfaction when new courts are opened to the public, which is a great incentive for the local governments to allocate more funds to these projects. We believe that by opening our facility we not only provide the community with a product that is in high demand, but we also increase the value of the surrounding areas and the overall happiness and prosperity of the communities, villages, and towns in the vicinity. This will allow us to give back to the community that is an integral part of our own success, creating a healthy symbiotic relationship.



PETER M. SIDORCZUK

BADMINTON AND PICKLEBALL PROFILE

Pete Sidorczuk has 20+ years of experience in playing and coaching badminton. He started in 2000 in High School as an unofficial member of the Girls Badminton team. After learning the basics during the first season he went on to play year round at local badminton clubs to further improve his skills. He continued to be a volunteer helper on Buffalo Grove High School badminton team while expanding his badminton skill set outside of community badminton free plays into Midwest badminton tournaments. Peter has won many titles in the Midwest region and has also attended larger badminton tournaments in the United States such as the U.S. Adult Nationals and the Boston Open. Peter continued to play at least a dozen tournaments a year and trains 4-5 times a week. In addition, he has moved on to being an integral part to the badminton community by extending his knowledge to the younger generation as a former High School coach and Staff member at the Annual Eastern Illinois University Badminton summer camp. For the last 5 years (2018 – 2022), Peter has been the JV coach at Lockport High School in Lockport, Illinois.

During his badminton career Peter has been sponsored by ProKennex for several years, and is currently sponsored by HL Badminton, located in Manhattan Beach California, who are also proud sponsors of the Eastern badminton camp. Peter's goal is to further pursue his playing and coaching career as he feels that the best way to grow interest in badminton is to get the younger generation involved.

At the end of 2019, Peter slowly moved away from playing competitive badminton and transitioned into playing Pickleball. Peter started playing Pickleball in his local clubs and quickly rose through the ranks to be a low 4.5 level player. After several months of honing in his skill, Peter was approached by a very good 5.0 level player that took him under his wing to facilitate his growth. Over the last few years Peter has grown up to and above the 5.0 level and has competed in various 5.0 level tournaments. Next step will be to try some of the Pro level tournaments to see where he stacks up.

Peter's love for coaching wasn't far behind him in his transition to pickleball as he began to give advice to other players in open rec play. After some time, Peter did a few lessons for local pickleball friends and family dipping his toes in the pickleball coaching scene. As of today, Peter isn't a full-time coach yet partly due to the lack of facilities and partly because he is still focused on his own pickleball game and with a full-time job it is difficult to add coaching into the mix. Peter's goal is to have his own pickleball facility and be a coach there while improving his own game as a full-time job.



PETER M. SIDORCZUK

PROFESSIONAL AND BUSINESS PROFILE

Pete Sidorczuk has 20+ years of experience in his career as a Civil Engineer. 10 of these years have been spent running his own Civil Engineering Consulting business with his partner, Joe Popeck. The business has been growing over the last 10 years and its customer satisfaction is extremely high. As a professional engineer, Peter has always been the proponent of high moral standards and ethics as well as upholding the responsibility that comes with the professional engineer's stamp of approval.

Having 10 years of business owner experience, Peter is always looking for new business opportunities. This is why an indoor Pickleball facility is a perfect opportunity as it combines my love for the sport with the community and business.

Approximately 5 years ago, Peter was involved in the rise and fall of a 48,000 square foot indoor badminton facility. A colleague and fellow badminton player had a dream of opening an indoor badminton facility for the whole family. He approached Peter and asked if he would like to be involved in the project from the very beginning. Peter decided not to invest financially but did invest hundreds of hours helping with all aspects of the project, starting from looking for property to house this facility. Peter was along for the ride helping find the building by attending the showings, planning out court layouts, court surface selection, lighting selections and configurations, planning out the payment structures and events, attending marketing meetings and booths to promote the facility. Peter was also present and involved in the supervision of all construction work as the facility was being built out, especially as a civil engineer. Peter also ran several tournaments and badminton lessons at the facility once it was opened and continued to advise the owner on how to best proceed with the facility. The facility ultimately went out of business due to many bad decisions by the owner even though he was warned by Peter that this was a bad decision. Overall, Peter has gained a vast amount of experience on the inner workings of an indoor racket sport facility along his journey. In addition, and more importantly, Peter also learned what not to do and which mistakes to avoid as the facility slowly closed down. At the very least, Peter was relieved to know that his advice was correct and that if taken by the owner the facility might still be open and thriving.



ELLA G. SIDORUCZK

PICKLEBALL AND BADMINTON PROFILE

Ella Sidorczuk was introduced to Badminton early on by watching and supporting her son (Peter). After a short period of time, she decided to pick up a racket herself. Although she never entered the competitive scene of the sport, she went deep into organization and coordination of groups and play times. She continued to promote and recruit new players to her badminton groups and always tried to organize and coordinate play times. She was praised by her fellow players for her work and dedication as it was a very difficult job considering the number of players involved.

Just like badminton, Ella's Pickleball career started with her son Peter inviting her to try it. She immediately fell in love with the game and began creating a network of friends and players. Since the pickleball population is much larger than the badminton community, Ella had her work cut out for her. With meticulous dedication and hard work, she was able to recruit lots of players for her initial groups and began putting together open rec play groups. As time went on, she was able to invite more people from various outdoor open plays, and she currently manages groups with close to 150 members. In addition to private playing groups and leagues, she was also the one that started the OMG PBB tournaments that we host every month during the warm months. The whole idea started with a competition between the village of Arlington Heights players and the village of Buffalo Grove players. Our very first tournament was handpicked and organized by Ella as a battle of the villages to see which group of players was superior. The tournament was a huge success with most of the players wanting more. This sparked the fire to continue the tournaments and expand them into a monthly event, but Ella quickly realized that to do that she would also need to expand the pool of players.

This is how the monthly OMG PBB tournament for 3.0-3.5 level players was created. The purpose of these tournaments was to give these players a chance to experience their first competitive play without the pressure of a big tournament. The participants are handpicked out by Ella and invited to a tournament chat group on a messaging app, where all tournament communications take place. Ella spends each day making sure that we have enough players, that they all know the rules, that if there are any dropouts, she can find a sub, and most importantly that everyone that is in the group belongs to this level. As the tournament date nears, Ella will send out a message regarding final preparations and payment, and she meets with Peter to split the players up into various groups, making sure that each group is evenly distributed by player skill level.

In conclusion, Ella is the mastermind behind all the management and organizational parts of OMG PBB and will direct the flow of operations and customer satisfaction.

9/20/2025

Electrical Room, no access from inside
approx area = 134 sq ft

6'2"

95'5"

Not a Public Entrance/Exit

Area for standard
32 gallon trash bins
1 - Garbage
1 - Recycling

5.0 feet

10.0 feet

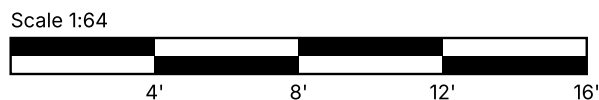
I-Beam Column
(typ.)

Man door
(typ.)
This one will be blocked off

Warehouse Area
3-4 Pickleball Courts
Layout TBD
Approximate area =
9,282.5 sq ft

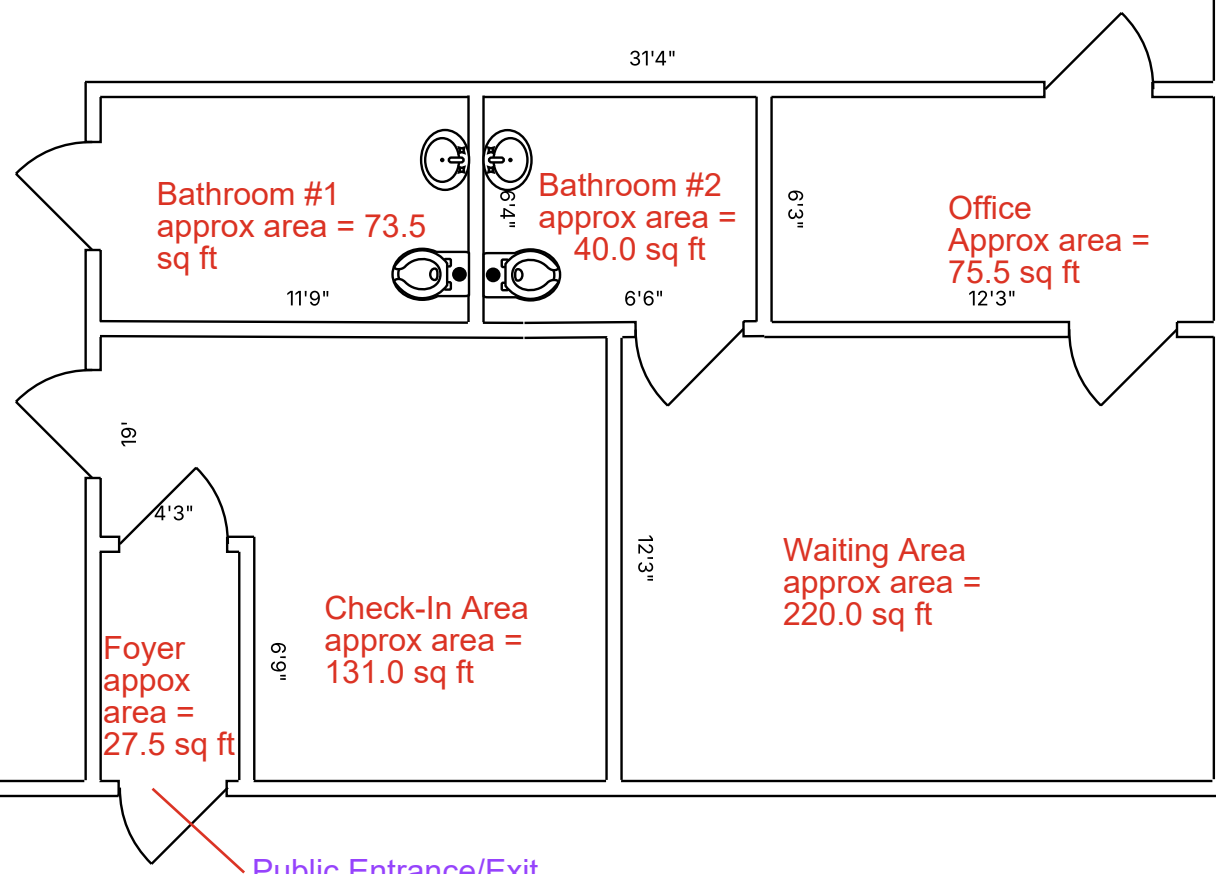
One More Game, Pickleball and Badminton Club, LLC
851 Seton Court, Wheeling, Illinois 60089

Overhead Garage Door
(typ.)
This one will be blocked off



Locked door
Not accessible
to the public

Prepared by:
Peter M. Sidorczuk P.E.
E4L Engineering, LLC
1-224-595-1513
peters@e4lengineering.com



101'2"

13'7"

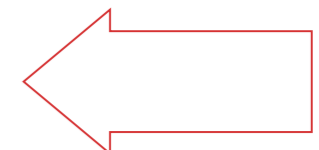
13'6"

13'6"

96'3"

102

- There are no existing parking spots at the moment
- All parking spots depicted on this drawing are proposed
- The layout of the parking spots is proposed and can change to comply with the village requirements. Final layout to be approved by Village.



North
Scale: 1/8" = 1.0"

Property Boundry (all red lines)
Property line Extends West
for Approximately 300 feet
Only 200 feet shown

Grass Surface

161' 6"

Asphalt Surface

104' 0"

Typical
Width
10' 0"

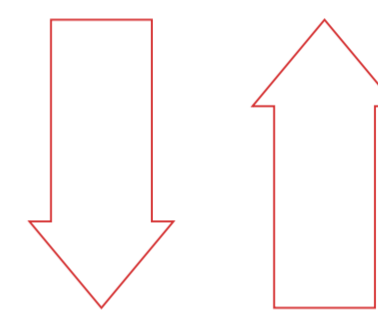
EXISTING BUILDING

OMG PBB, LLC - Our Unit
851 Seaton Court
Wheeling, Illinois

Public
Entrance
and Exit

◀ 28' 8" ▶

Drive lanes



Asphalt Surface

Required Spots per Village Code = 8
Proposed Spots = 9

Standard OH
Garage Door
Will not be in use

Emergency Exit

◀ 48' 8" ▶

Not a Public
Entrance/Exit

94' 0"

94' 0"

Electrical Room
Access only from
Outside, not public

190' 0"

190' 0"

Plan Created by:
E4L Engineering, LLC
Peter M. Sidorczuk P.E.
1-224-595-1513
Date: 10/06/2025

104' 0"

Front half of the building
Occupied by other Tennants



MEMORANDUM

DATE: December 3, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0019, Request for Special Use and Minor Site Plan Approval to Permit a Recreation and Instruction Facility for One More Game Pickleball and Badminton Club, LLC (851 Seton Court). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0019**, 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 One More Game Pickleball and Badminton Club, LLC, located at 851 Seton Court, in accordance with the Business Plan for OMG PBB, LCC last revised 9/2025; Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025; Site Plan prepared by E4L Engineering, LLC dated 10/6/2025, and subject to the following conditions:

1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action of the special use.
2. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events or tournaments shall be permitted.
4. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025.
5. All activities shall be conducted entirely within the indoor facility.
6. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and markings shall be corrected and restriped accordingly within 60 days of Village Board approval of the Special Use.
7. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
8. All refuse and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025.
9. 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.

EXECUTIVE SUMMARY

Docket No. PSU25-0019: One More Game Pickleball and Badminton Club, LLC (800 Weidner Road, Unit 505, Buffalo Grove, IL, 60089), lessee, is seeking special use and minor site plan 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, located at 851 Seton Court, which is zoned I-2, Limited Industrial.

GENERAL PROPERTY INFORMATION

Petitioner: One More Game Pickleball and Badminton Club, LLC (lessee)

Building size: 10,000 sq. ft. Unit / 23,665 sq. ft. Building

Property Size: 1.11 Acres

Neighboring Property Land Use(s): Industrial all directions

Existing Use of Property: Multi-tenant industrial building

Existing Zoning: I-1, Light Industrial and Office

Comprehensive Plan Designation: Industrial

Zoning History: None

SUMMARY OF REQUEST

The petitioner, One More Game Pickleball and Badminton Club, LLC (OMG PBB), requests special use and minor site plan approval to permit a recreation and instruction facility for an indoor pickleball and badminton facility.

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.

OMG PBB is seeking to operate an indoor pickleball and badminton facility to be located within the eastern portion of the existing industrial building located at 851 Seton Court. As outlined in the petitioner's project description letter (attached), the proposed recreation and instruction facility will include four dedicated pickleball courts available for hourly court rental, memberships, permanent court time reservations, leagues, private and group pickleball and badminton lessons/clinics and open/rec play. The petitioner is also proposing to conduct tournaments at the facility. OMG PBB will operate daily from 6 AM to 11 PM with two staff members, which are the current owners of the business. A schedule for leagues and lessons has not yet been determined.

SITE ANALYSIS

For the purposes of promoting compatible development and ensuring adequate public facilities, Site Plan and Building Appearance review and approval is required prior to issuance of a building permit or commencing use of land, except for single and two-family residences. Site Plan review only involves the static aspects of a site – layout, parking, landscaping, fencing, etc., and not the land use or operations of a business. Major Site Plan and Appearance review requires a concept review by the Village Board, a recommendation by the Commission, and a final decision by the Village Board.

As shown on the attached Site Plan prepared by E4L Engineering, LLC dated 10/6/2025, the petitioner proposes a total of nine (9) parking spaces. However, at the time of this report, the parking lot had been striped in a different configuration and the installed stalls do not meet the minimum dimensional requirements of the Village Code. Accordingly, a condition has been added requiring all non-compliant stalls and pavement markings to be corrected and re-striped in accordance with the approved Site Plan within 60 days of Village Board approval of the Special Use.

The Zoning Code requires 1 parking space per 3 clients (based on the maximum capacity), plus one space per employee. With four courts operating simultaneously, up to 32 players could be present at one time, in addition to 2 employees. This results in a minimum parking requirement of 13 parking spaces. The petitioner would be providing 9 parking spaces, resulting in a deficit to the required parking for the proposed use. Where site constraints make it impossible to provide the full number of required parking spaces for a new use within an existing building, Section 19.11.010(b)(4)(C) of the Zoning Code allows the applicant to demonstrate a good-faith effort to comply. In such cases, the Plan Commission has the discretion to grant an exception for additional parking when appropriate. The Plan Commission should consider that due to site constraints, an exception is appropriate to reduce the required parking from 13 parking spaces to 9 parking spaces.

Given the limited parking availability onsite, staff is concerned that tournament-related parking demand could

exceed the site's capacity and cause overflow parking into adjacent properties or public streets, creating operational conflicts and potential safety issues. *The Plan Commission should carefully consider whether tournaments are appropriate for this location given the existing parking limitations and the intensity of use associated with such events.*

To maintain the use in line with available parking capacity and the intent of the zoning district, staff has included a condition requiring that the facility be used exclusively for pickleball and badminton related training, instructional programs, league play, and regular recreational play. No unrelated activities, parties, or special events, including tournaments, shall be permitted unless specifically approved.

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: Pickleball is the fastest growing sport at the moment and the need for indoor facilities is extremely high. We plan on providing an affordable and accessible indoor facility to the residents of Wheeling and other surrounding villages. This location is at the center of a large pickleball population that is looking for an indoor place to play throughout the year but especially during the fall and winter months. We believe that this facility will bring a much needed service to the residents of Wheeling and will improve the quality and value of the neighborhood. Pickleball provides a great way to exercise and socialize for people of all ages and allows the community to grove and thrive.

Staff: Recreational facilities are considered compatible with the I-1 Zoning District, as they effectively utilize large, open floor areas suitable for indoor sports and other large-scale recreational activities.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: The new facility will be located in a commercial and residential area but will not significantly change or disturb the local residence or businesses. On the contrary, it will strengthen it by increasing the traffic to the local businesses and Wheeling in general. We hope to partner up with local businesses to work together to encourage residence to take part in what this area has to offer.

Staff: The proposed use will occur entirely within an existing building and will not alter the character of the area. The facility's recreational and instructional activities are compatible with the surrounding light industrial and commercial uses. Staff has included a condition prohibiting unrelated activities, parties, and tournaments to ensure that the intensity of the use remains consistent with a typical recreation and instruction facility and does not evolve into a higher-intensity event venue. This limitation helps preserve the existing industrial character of the district and prevents parking, traffic, and operational impacts that could impact the adjacent properties.

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 building unit that will be used for the Indoor Pickleball facility is appropriately sized to fit our needs. We do not expect any issues with additional traffic, parking, or impeding normal operations of the surrounding businesses. Our facility does not create excessive noise, smoke, odor, or any other nuisances that would affect surrounding properties. We believe that bringing our business to this area will help develop the surrounding areas for the better. The local surrounding businesses will see more exposure as our customers travel to our facility and will potentially increase their traffic as well. We hope that this will allow other business to expand or new businesses to open up to take advantage of this community growth.

Staff: The proposed use will occupy a developed property with convenient public access that will not impede the surrounding properties. However, parking availability on the site is limited and relies on the use functioning at a typical instructional facility. To ensure the operation remains in harmony with the district and does not create impacts on adjacent properties, staff has included a condition prohibiting unrelated activities, parties, tournaments, or other event-type uses that would generate higher than normal parking demand or traffic volumes. With these operational limitations in place, the location, size, and nature of the proposed use will not impede the normal or orderly development of the surrounding properties and will remain consistent with the established industrial character of the area.

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: Since we are moving into an existing building, and we will not be doing any exterior construction or modification, our business will have no effect on the adjacent properties and their development.

Staff: There are no proposed changes to the exterior of the building, and the majority of the proposed special use 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: The parking areas are predetermined by the existing buildings plans and will not be altered. The allotted parking spaces for our unit are within the village specifications for our use and occupancy. The layout of entrance/exit drives, parking spaces, and roadways is based on the existing building, and we will not be making any changes to that. The access to the building and parking spaces are adequate and will not cause any congestion on the local roads. Access to the building will not be going through residential streets. The parking areas are not visible from adjacent homes.

Staff: The proposed use will be located within an existing building which shares parking with other tenants. Sufficient parking exists on site to service the proposed use. However, parking availability is limited and relies on adherence to the stated operations and conditions of approval. Additional high-intensity uses, such as tournaments, special events, or other activities that generate elevated peak-hour demand, could exceed the capacity of the existing parking supply and create spillover onto adjacent properties or public streets.

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: The current zoning for the property is I-1 which does not allow Sports/Recreational use without a Special Permit, therefore we would not be able to operate our business under the current zoning.

Staff: The proposed use is consistent with the I-1 (Light Industrial and Office) 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 Actions: The Plan Commission should consider the following items:

1. If an exception should be granted to reduce the required parking from 13 parking spaces to 9 parking spaces.
2. If tournaments are appropriate for this location given the parking limitations and the intensity of use associated with such events.

Staff recommends approval of the special use subject to the following conditions:

1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action of the special use.
2. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events or tournaments shall be permitted.
4. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025.
5. All activities shall be conducted entirely within the indoor facility.
6. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and

markings shall be corrected and restriped accordingly within 60 days of Village Board approval of the Special Use.

7. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
8. All refuse and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025.
9. 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. PSU25-0019, 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 One More Game Pickleball and Badminton Club, LLC, located at 851 Seton CouRt, in accordance with the Business Plan for OMG PBB, LCC last revised 9/2025; Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025; Site Plan prepared by E4L Engineering, LLC dated 10/6/2025, and subject to the following conditions:

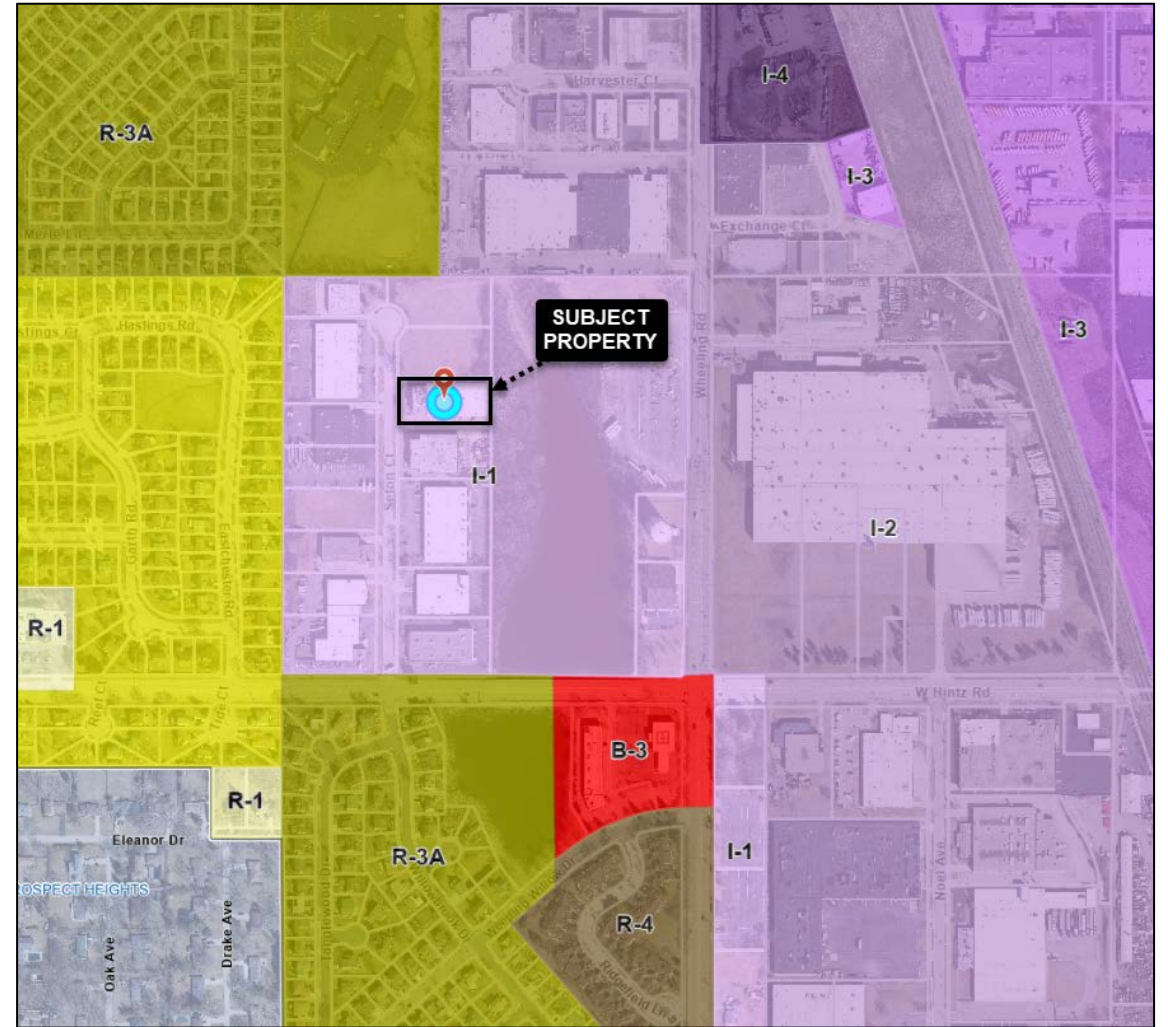
1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action of the special use.
2. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events or tournaments shall be permitted.
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9. 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:

- Location and zoning maps (Staff)
- Business Plan for OMG PBB, LCC last revised 9/2025
- Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025
- Site Plan prepared by E4L Engineering, LLC dated 10/6/2025



LOCATION MAP



ZONING MAP



Front of the Building Facing Northeast from Seton Court. Proposed Business Entrance on the South Side of the Building, Past the Gate on the Right Side of the Photo.



Main Building Entrance Facing East Seton Court



Proposed Business Entrance, East Side of the South Facade



Recently Striped Parking Stalls on South Property Line

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: December 3, 2025

Re: Docket No. PSU25-0019
Request for Special Use Approval to Permit a recreation and instruction facility (boxing and fitness training facility) for One More Game Pickleball and Badminton Club, LLC (800 Weidner Road, Unit 505, Buffalo Grove, IL, 60089), located at 851 Seton Court, which is zoned I-2, Limited Industrial.

Chairman Johnson called Docket No. PSU25-0019 on December 3, 2025. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney James Ferolo.

OMG PBB is seeking to operate an indoor pickleball and badminton facility to be located within the eastern portion of the existing industrial building located at 851 Seton Court. As outlined in the petitioner's project description letter (attached), the proposed recreation and instruction facility will include four dedicated pickleball courts available for hourly court rental, memberships, permanent court time reservations, leagues, private and group pickleball and badminton lessons/clinics and open/rec play. The petitioner is also proposing to conduct tournaments at the facility. OMG PBB will operate daily from 6 AM to 11 PM with two staff members, which are the current owners of the business. A schedule for leagues and lessons has not yet been determined.

The Zoning Code requires 1 parking space per 3 clients (based on the maximum capacity), plus one space per employee. With four courts operating simultaneously, up to 32 players could be present at one time, in addition to 2 employees. This results in a minimum parking requirement of 13 parking spaces. The petitioner would be providing 9 parking spaces, resulting in a deficit to the required parking for the proposed use. Where site constraints make it impossible to provide the full number of required parking spaces for a new use within an existing building, Section 19.11.010(b)(4)(C) of the Zoning Code allows the applicant to demonstrate a good-faith effort to comply. In such cases, the Plan Commission has the discretion to grant an exception for additional parking when appropriate.

Given the limited parking availability onsite, staff is concerned that tournament-related parking demand could exceed the site's capacity and cause overflow parking into adjacent properties or public streets, creating operational conflicts and potential safety issues.

To maintain the use in line with available parking capacity and the intent of the zoning district, staff has included a condition requiring that the facility be used exclusively for pickleball and badminton related training, instructional programs, league play, and regular recreational play. No unrelated activities, parties, or special events, including tournaments, shall be permitted unless specifically approved.

Secretary Sprague reported that One More Game Pickleball and Badminton Club, LLC, was seeking special use and minor site plan approval to permit a recreation and instruction facility in the I-2 industrial zone. He reviewed the requirements of special use.

Ms. Knysz reported that it was a pickleball facility and presented renderings. To reach the new business, individuals would come down the south side of the building. Some additional parallel parking spaces were proposed, but how they were put in was not considered parallel and was not put into the code. There were some items that the Staff requested that the Commission consider:

1. Due to site constraints, an exception to the zoning code was appropriate to allow nine parking spaces instead of 13.
2. If activities such as tournaments shall be permitted.

Ms. Knysz read the proposed conditions:

1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action on the special use.
2. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events or tournaments shall be permitted.
4. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC, dated 10/6/2025.
5. All activities shall be conducted entirely within the indoor facility.
6. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC, dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and markings shall be corrected and restriped accordingly within 60 days of Village Board approval of the Special Use.
7. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
8. All refuse, and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan prepared by E4L Engineering, LLC, dated 9/20/2025.
9. 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.

Peter Sidorczuk stepped to the podium and was sworn in. He reported that they were looking to open a pickleball facility with three courts. There would be mostly court rentals, leagues, and open play. The operating hours would be 6:00 a.m. to 11:00 p.m. with someone on site at all times. The tournaments would only be 12 people among the three courts, and if there were different divisions, they would start at different times.

Commissioner Karl asked for more information on the tournaments and whether there would be spectators. Peter Sidorczuk explained that spectators did not typically show up, only the players. The tournaments would be limited to 12 people and would also be held on the weekends, which would not affect the neighboring businesses. They could also request that there be no spectators.

Commissioner Sprague asked whether the business owners were okay with using parking spaces if they were available. Peter Sidorczuk confirmed that they were okay with it. Commissioner Sprague asked if most participants in the tournaments would be from the instruction facility. Peter Sidorczuk reported that the tournaments would be open to anyone. There would be a yearly membership that would provide a discount on reservations. People could also come in and pay without the membership.

Commissioner Hyken raised concerns about parking overflow and asked if approval from the landlord had been received for using the open parking spaces. Peter Sidorczuk confirmed that they had and stated that they could provide a written statement if needed. Commissioner Hyken asked about the building's capacity. Peter Sidorczuk stated that he would have to confirm. He noted that there would be a crossover in which there could be more than 12 people. Commissioner Hyken asked what would be separating the courts. Peter Sidorczuk stated that it was yet to be determined, but likely dividers. Commissioner Hyken asked where snowplows would plow snow. Peter Sidorczuk stated that he would have to confirm.

Commissioner Smart echoed the concerns about parking and asked for additional information on how parking would be accommodated for the round robins. Peter Sidorczuk stated that they would only need three extra parking spots from the front of the building, and they would be held on the weekends. Commissioner Smart asked if the plan assumed the use of other businesses' parking spots. Peter Sidorczuk explained that if each person had their own car, they would have to use other parking spots. He stated that they could eliminate the tournaments/round robins if needed.

Ron Roberti, with Resource Commercial Advisors, the broker for 851 Seton Court, stepped to the podium and was sworn in. He clarified that the building owner took the second floor in the front part of the building on the east side twice a month. The other business was a towing business, and they only occupied a couple of parking spaces. There was a new tenant who occupied several of the spots. There were 27 parking spaces in total.

Ms. Knysz noted that the issue was that the exception the Plan Commission was considering was to allow the petitioner to have a reduced number of parking spaces, not to allow the business to use other parking spaces. Ms. Knysz stated that they had to ensure that there were enough spaces for all businesses in the building. The striped spaces in the rear of the building were currently too small. She discussed limiting the tournaments to only during off-hours.

Commissioner Riles commented that players should be notified of where to park. Peter Sidorczuk stated that they would provide that information and check that people were not parking in places they should not be.

Chairman Johnson asked about the timing for a parking plan. Ms. Knysz confirmed that the parking had to be figured out, with a plan for restriping, by the time the business opened.

Chairman Johnson commented on the need for a parking plan for all of the parking spots.

Peter Sidorczuk stated that he would prefer to remove the tournaments and vote earlier rather than having to return later.

Ms. Knysz confirmed that, with the changes to the tournaments and the reduction to only three courts, the parking reduction exception would not be needed.

The condition (Condition 6) related to parking was updated to note that: "The non-compliant stalls shall be corrected and restriped accordingly by May 1, 2026."

It was asked if the reservation of courts would be done online. Peter Sidorczuk confirmed that it would be, and it would be limited to the number of players per court.

Chairman Johnson asked whether the second bathroom was only accessible through the waiting room, which was accessible only from the office. Peter Sidorczuk confirmed that this was the case. Ms. Knysz asked if the inspection for the business license was complete. Peter Sidorczuk reported that it was done, and it had not been an issue.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Karl to recommend approval for PSU25-0019, 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 One More Game Pickleball and Badminton Club, LLC, located at 851 Seton Court, in accordance with the Business Plan for OMG PBB, LCC last revised 9/2025; Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025; Site Plan prepared by E4L Engineering, LLC dated 10/6/2025, and subject to the following conditions:

1. A Wheeling Business License application must be submitted to the Community Development Department prior to any Village Board action of the special use.
2. A minimum of one (1) employee shall be on-site at all times during the facility's hours of operation.
3. The facility shall be used exclusively for pickleball and badminton training; no unrelated activities, parties, events or tournaments shall be permitted.
4. All employees and customers shall utilize only the designated parking areas shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025.
5. All activities shall be conducted entirely within the indoor facility.
6. The striping for all parking spaces and pavement markings shall be installed in full compliance with the dimensions and layout shown on the Site Plan prepared by E4L Engineering, LLC dated 10/6/2025. Because the striping previously completed does not match the approved plan, all non-compliant stalls and markings shall be corrected and restriped by May 1, 2026.
7. No outdoor storage of equipment, materials, or refuse shall be permitted. All equipment and materials associated with the operation shall be stored indoors at all times.
8. All refuse and recycling shall be stored within the designated indoor refuse area as shown on the Floor Plan prepared by E4L Engineering, LLC dated 9/20/2025.
9. 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, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Karl moved, seconded by Commissioner Hyken to close Docket No. PSU25-0019.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles

NAYS: None

ABSENT: Commissioner Myer

ABSTAIN: None

There being six 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 December 3, 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 One More Game Pickleball and Badminton Club, LLC (OMG PBB, LLC), lessee, 800 Weidner Road, Unit 505, Buffalo Grove, IL 60089, seeking Special Use approval to permit a recreation and instruction facility to be located at 851 Seton Court, which is zoned I-1, Light Industrial and Office as required by Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections.

All interested persons are invited to attend and be heard.
Docket No. PSU25-0019
Published in Daily Herald Nov. 18, 2025 (312653)

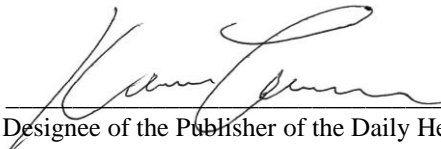
CERTIFICATE OF PUBLICATION

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 11/18/2025 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 # 312653





MEMORANDUM

DATE: December 15, 2025
FROM: Ross Klicker, Community Development Director
SUBJECT: DISCUSSION RE: Concept Review for Āhāra Restaurant, 550 S. Milwaukee Avenue, Major Site Plan
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Discussion
STRATEGIC PLAN THEME: Economic Development

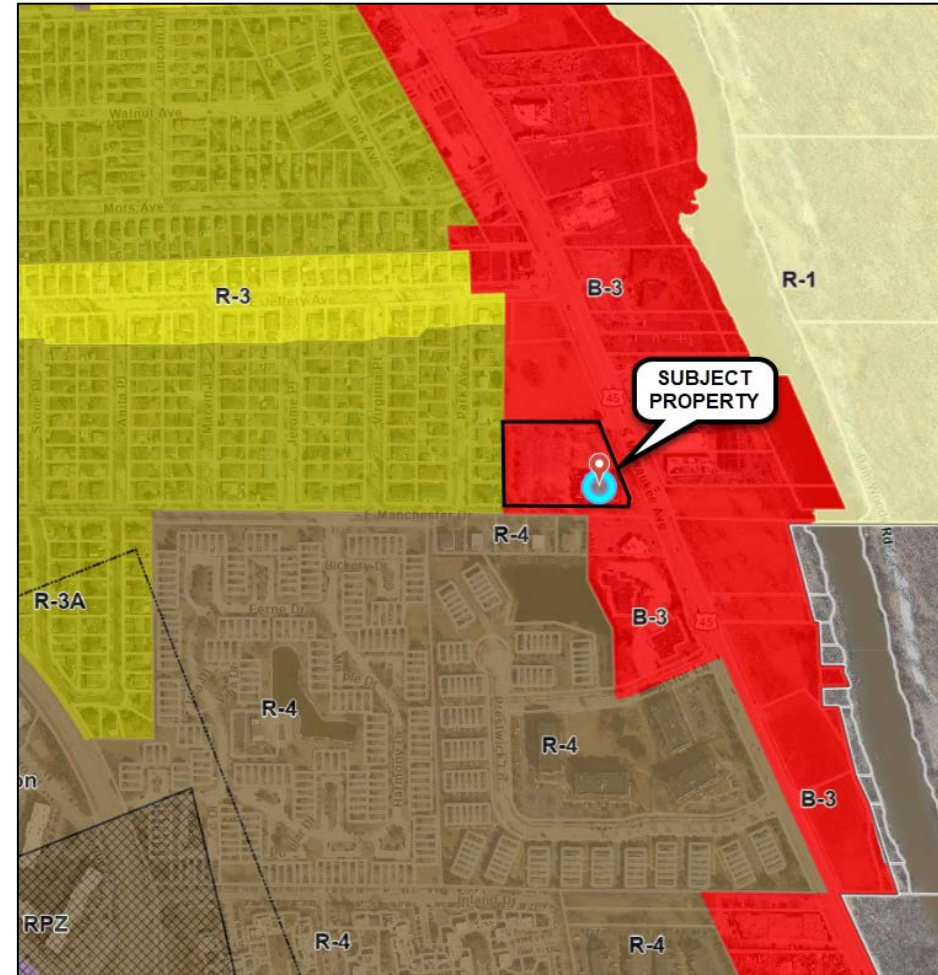
EXECUTIVE SUMMARY

The applicant, Arun Sharma, proposes to repurpose the former Tuscany restaurant into a new upscale dining concept known as Āhāra. The project is operated by the Sharma family, who have an established presence in the Chicagoland culinary market through their existing brands Indian Garden Chicago and Mantra by Indian Garden. The proposed restaurant will combine upscale dining, lounge and bar service, and private event space within the fully renovated restaurant building. The Zoning Code requires that any changes to the approved appearance of the building involving significant portions of the facade, such as modifications of the materials or colors, have a concept review by the Village Board before formal consideration by the Plan Commission.

Major site plan and appearance concept review is different from a Planned Unit Development (PUD) concept review in that the concept review discussion is limited to the proposed site plan / building design. In PUD concept review, discussion focuses on land use to promote the maximum benefit from a coordinated site plan.



LOCATION MAP



ZONING MAP



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Ordinance Authorizing the Levy and Collection of Taxes for the Corporate and Municipal Purpose of the Village of Wheeling for the Fiscal Year Beginning January 1, 2025, and Ending December 31, 2025
DOLLAR AMOUNT: \$17,769,373.00
BUDGETED: Yes
BUDGET SOURCE: General Fund, Debt Service Funds, Police and Fire Pension Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

As discussed at the November 17, 2025 regular meeting, the Village Board must now consider approving the Tax Year 2025 Property Tax Levy. Exhibit A summarizes the 2025 levy, which reflects a 2.00% increase to the property tax paid by residents or businesses compared to last year.

MEMO

As directed by the Village Board, the Tax Year 2025 tax levy ordinance reflects a 2.00% increase compared to last year's levy and is summarized in Exhibit A.

Please note that three separate ordinances abating a portion of the Village's debt service levies immediately follow this item on the December 15 agenda. The purpose of the abatement ordinances is to direct the offices of the Cook and Lake County Clerks not to levy the taxes necessary to make the principal and interest payments on certain Village bonds because the funds necessary to make those payments are available in the Capital Projects and Water and Sewer Funds.

Summarized below is a table describing the abatement ordinances and the source of funds for the abatement of these debt service levies.

Bond Issue	Source of Available Funds	Initial Bond Levy	Abatement	Final Bond Levy
2007	Capital Projects Fund	\$392,000	-\$392,000	\$0
2020	Water & Sewer Fund	\$218,700	-\$218,700	\$0
2021	Capital Projects Fund	\$3,535,600	-\$676,750	\$2,858,850
Totals:		\$4,146,300	-\$1,287,450	\$2,858,850

These abatements will reduce the total levy to a net amount (including debt service not referenced in the ordinance) of \$17,769,373.

Staff recommends Board approval of each of the ordinances that comprise the Village's 2025 tax levy.

	2024 B4 Abatement	L+C	2024 B4 Abatement Plus L&C	2024 After Abatement	L+C	2024 After Abatement Plus L&C	2025 B4 Abatement	L+C	2025 B4 Abatement Plus L&C	2025 After Abatement	L+C	2025 After Abatement Plus L&C	CHANGE	L+C	
CORPORATE	8,909,266	3%	9,176,544	8,909,266.00	3%	9,176,543.98	8,665,002	3%	8,924,952	8,665,002.00	3%	8,924,952.06	-2.74%	259,950.06	
DEBT	4,064,700	5%	4,267,935	2,783,650.00	5%	2,922,832.50	3,535,600	5%	3,712,380	2,858,850.00	5%	3,001,792.50	2.70%	142,942.50	
POLICE	2,762,093	3%	2,844,956	2,762,093.00	3%	2,844,955.79	2,911,460	3%	2,998,804	2,911,460.00	3%	2,998,803.80	5.41%	87,343.80	
FIRE	2,965,945	3%	3,054,923	2,965,945.00	3%	3,054,923.35	3,334,061	3%	3,434,083	3,334,061.00	3%	3,434,082.83	12.41%	100,021.83	
TOTAL	18,702,004		19,344,358	17,420,954.00		17,999,255.62	18,446,123		19,070,219	17,769,373.00		18,359,631.19	2.00%	2.00%	360,375.57

348,419.00

TAX LEVY NOTICE CALCS:

CORPORATE/SPECIAL (TRIGGERS NEED FOR NOTICE)	15,076,423	Incl L&C	14,910,523	No L&C	-1.10%
DEBT SERVICE	2,922,833	AfterAbate+L&C	2,858,850	After Abate, No L&C	-2.19%
TOTAL TAXES (Incl Abated Amount)	18,702,004	B4Abate, NoL&C	18,446,123	B4Abate, NoL&C	-1.37%

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE LEVY AND COLLECTION OF TAXES
FOR THE CORPORATE AND MUNICIPAL PURPOSE OF THE
VILLAGE OF WHEELING FOR THE FISCAL YEAR
BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025**

**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: That the sum of Fourteen Million, Nine Hundred Ten Thousand, Five Hundred and Twenty-Three Dollars (\$14,910,523) the same being the total amount to be levied of budget appropriations heretofore made for the corporate and municipal purposes for the fiscal year beginning January 1, 2025, and ending December 31, 2025, as approved by the President and Board of Trustees of the Village of Wheeling, be and the same is hereby levied on all taxable property within the Village of Wheeling according to the evaluation of said property as is, or shall be, assessed or equalized by State and County purposes for the current year 2025.

The budgetary appropriations having been made heretofore by the President and Board of Trustees of the Village of Wheeling, Illinois, at a meeting hereof convened and held in the said Village of Wheeling on the budget passage date, December 16, 202, and hereafter duly placed on file for public review, the various objects and purposes for said budgetary appropriations were heretofore made and are set forth under the column entitled "Total Appropriations," and the specific amount herein levied for each object and purpose is set forth under the column entitled "To be Raised by Tax Levy" as follows:

TOTAL APPROPRIATIONS - CORPORATE FUND

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
1600 VILLAGE MANAGER'S OFFICE & BOARD OF TRUSTEES		
PERSONNEL SERVICES	1,070,115	
CONTRACTUAL SERVICES	1,224,310	
COMMODITIES	154,288	
OTHER	1,081,000	
TOTAL VM OFFICE & BOT	3,529,713	
1700 FINANCE DEPARTMENT		
PERSONNEL SERVICES	959,715	
CONTRACTUAL SERVICES	341,880	
COMMODITIES	11,975	
OTHER	80,555	
TOTAL FINANCE DEPARTMENT	1,394,125	

TOTAL APPROPRIATIONS - CORPORATE FUND (CONT'D)

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
1750 IT DEPARTMENT		
PERSONNEL SERVICES	633,415	
CONTRACTUAL SERVICES	623,135	
COMMODITIES	165,050	
OTHER	187,570	
TOTAL IT DEPARTMENT	1,609,170	
1800 HUMAN RESOURCES DIVISION		
PERSONNEL SERVICES	249,130	
CONTRACTUAL SERVICES	161,555	
COMMODITIES	7,500	
TOTAL HUMAN RESOURCES DIVISION	418,185	
1900 LEGAL DIVISION		
PERSONNEL SERVICES	200	
CONTRACTUAL SERVICES	473,150	
TOTAL LEGAL DIVISION	473,350	
1140 SPECIAL EVENTS		
PERSONNEL SERVICES	23,140	
CONTRACTUAL SERVICES	200,650	
COMMODITIES	22,300	
TOTAL SPECIAL EVENTS	246,090	
1160 SOLID WASTE SYSTEM DIVISION		
CONTRACTUAL SERVICES	539,135	
TOTAL SOLID WASTE SYSTEM	539,135	
1170 COMMUTER PARKING SYSTEM		
CONTRACTUAL SERVICES	62,540	
COMMODITIES	9,450	
TOTAL COMMUTER PARKING SYSTEM	71,990	
1300 COMMUNITY DEVELOPMENT		
PERSONNEL SERVICES	1,440,910	
CONTRACTUAL SERVICES	652,375	
COMMODITIES	35,050	
TOTAL COMMUNITY DEVELOPMENT	2,128,335	

TOTAL APPROPRIATIONS - CORPORATE FUND (CONT'D)

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
1315 SOCIAL SERVICES		
PERSONNEL SERVICES	310,480	
CONTRACTUAL SERVICES	46,050	
COMMODITIES	7,000	
OTHER	190,473	
TOTAL SOCIAL SERVICES	554,003	
2100 POLICE PROTECTION		
PERSONNEL SERVICES	12,498,582	4,332,501.00
CONTRACTUAL SERVICES	2,467,286	
COMMODITIES	518,289	
OTHER	556,860	
TOTAL POLICE PROTECTION	16,041,017	4,332,501.00
2110 PD-DISPATCHERS		
PERSONNEL SERVICES	231,885	
CONTRACTUAL SERVICES	19,280	
COMMODITIES	200	
TOTAL PD-DISPATCHERS	251,365	
2200 FIRE PROTECTION		
PERSONNEL SERVICES	11,410,815	4,332,501.00
CONTRACTUAL SERVICES	3,794,233	
COMMODITIES	734,436	
OTHER	1,119,470	
TOTAL FIRE PROTECTION	17,058,954	4,332,501.00
1500 PUBLIC WORKS ADMINISTRATION		
PERSONNEL SERVICES	506,370	
CONTRACTUAL SERVICES	156,690	
COMMODITIES	12,900	
TOTAL PUBLIC WORKS ADM.	675,960	
1220 BUILDING MAINTENANCE		
PERSONNEL SERVICES	664,115	
CONTRACTUAL SERVICES	394,380	
COMMODITIES	170,050	
OTHER	85,210	
TOTAL BUILDING MAINTENANCE	1,313,755	

TOTAL APPROPRIATIONS - CORPORATE FUND (CONT'D)

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
1240 FLEET SERVICES DIVISION		
PERSONNEL SERVICES	607,925	
CONTRACTUAL SERVICES	165,917	
COMMODITIES	49,030	
OTHER	29,765	
TOTAL FLEET SERVICES DIVISION	852,637	
1400 ENGINEERING DIVISION		
PERSONNEL SERVICES	212,185	
CONTRACTUAL SERVICES	207,638	
COMMODITIES	22,595	
OTHER	6,680	
TOTAL ENGINEERING DIVISION	449,098	
1420 STREET DIVISION		
PERSONNEL SERVICES	670,135	
CONTRACTUAL SERVICES	219,352	
COMMODITIES	226,650	
OTHER	321,270	
TOTAL STREET DIVISION	1,437,407	
1430 FORESTRY DIVISION		
PERSONNEL SERVICES	591,790	
CONTRACTUAL SERVICES	653,575	
COMMODITIES	92,350	
OTHER	37,260	
TOTAL FORESTRY DIVISION	1,374,975	
-----GRAND TOTAL GENERAL CORPORATE FUND	50,419,264	8,665,002.00

TOTAL APPROPRIATIONS - OTHER FUNDS

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
40 WATER AND SEWER FUND		
PERSONNEL SERVICES	2,022,010	
CONTRACTUAL SERVICES	1,570,258	
COMMODITIES	386,105	
CAPITAL IMPROVEMENTS	2,060,000	
DEBT SERVICE	32,300	
OTHER	5,729,313	
-----TOTAL WATER AND SEWER	11,799,986	
11 MOTOR FUEL TAX FUND		
CONTRACTUAL SERVICES	929,740	
COMMODITIES	146,000	
CAPITAL IMPROVEMENTS	1,460,000	
----TOTAL MOTOR FUEL TAX FUND	2,535,740	
12 FOREIGN FIRE INSURANCE TAX FUND		
COMMODITIES	100,000	
----TOTAL FOREIGN FIRE INS. TAX FUND	100,000	
62 FIRE PENSION FUND		
CONTRACTUAL SERVICES	138,320	
DISABILITY & RETIREMENT PAYMENTS	4,800,835	3,334,061.00
-----TOTAL FIRE PENSION FUND	4,939,155	3,334,061.00
61 POLICE PENSION FUND		
CONTRACTUAL SERVICES	154,520	
DISABILITY & RETIREMENT PAYMENTS	5,288,810	2,911,460.00
-----TOTAL POLICE PENSION FUND	5,443,330	2,911,460.00
32/35/36/39 TAX INCREMENT FINANCING DISTRICT FUNDS		
PERSONNEL SERVICES	117,720	
CONTRACTUAL SERVICES	11,099,109	
COMMODITIES	125,811	
CAPITAL IMPROVEMENTS	7,126,000	
DEBT SERVICE	1,653,000	
OTHER	565,000	
-----TOTAL TIF DISTRICT FUNDS	20,686,640	

TOTAL APPROPRIATIONS - OTHER FUNDS (CONT'D)

	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
33 CAPITAL EQUIPMENT REPLACEMENT FUND		
COMMODITIES	1,137,000	
CAPITAL OUTLAY	3,503,000	
-----TOTAL CAPITAL EQUIPMENT REPLACEMENT FUND	4,640,000	
34/45 CAPITAL PROJECTS FUNDS		
PERSONNEL SERVICES	215,855	
CONTRACTUAL SERVICES	979,446	
CAPITAL IMPROVEMENTS	6,864,200	
OTHER	1,412,144	
-----TOTAL CAPITAL PROJECTS FUNDS	9,471,645	
51 LIABILITY INSURANCE FUND		
CONTRACTUAL SERVICES	2,091,441	
-----TOTAL LIABILITY INSURANCE FUND	2,091,441	
55 GRANT FUND		
PERSONNEL	520,380	
CONTRACTUAL SERVICES	114,593	
-----TOTAL GRANT FUND	634,973	

SUMMARY

FUND CODE	APPROPRIATIONS	TO BE RAISED BY TAX LEVY
001 - GENERAL CORPORATE	17,319,293	
006 - POLICE PENSION	5,443,330	2,911,460.00
007 - FIRE PENSION	4,939,155	3,334,061.00
013 - FIRE PROTECTION	17,058,954	4,332,501.00
014 - POLICE PROTECTION	16,041,017	4,332,501.00
TAX INCREMENT FINANCING DISTRICT	20,686,640	
CAPITAL EQUIPMENT REPLACEMENT	4,640,000	
CAPITAL PROJECTS	9,471,645	
LIABILITY INSURANCE FUND	2,091,441	
GRANT FUND	634,973	

WATER & SEWER	11,799,986	
MOTOR FUEL TAX	2,535,740	
FOREIGN FIRE INSURANCE TAX	100,000	
-----SUB-TOTAL	112,762,174	14,910,523.00
PROVISIONS FOR LOSS & COST		447,315.69
-----*GRAND TOTAL	\$112,762,174	\$15,357,838.69

[*The Grand Total excludes the appropriations and tax levies related to the Village's bond principal and interest payments. Separate tax levies will be extended by the County Clerk of Cook County, Illinois, and the County Clerk of Lake County, Illinois, to pay certain outstanding Bonds and Interest in the amount of \$4,353,615, which are based on bond ordinances already on file with the County Clerk of Cook County, Illinois, and the County Clerk of Lake County, Illinois.]

SECTION B: That the Village Clerk of the Village of Wheeling is hereby directed to certify a copy of this ordinance and is hereby authorized and directed to file a copy of the same with the County Clerk of Cook County, Illinois, and the County Clerk of Lake County, Illinois, within the time specified by law.

SECTION C: That the Village hereby certifies that the provisions of the Truth in Taxation Law, 35 ILCS 200/18-55 et seq. as amended have been met.

SECTION D: That the Village hereby certifies that appropriate consideration has been given for Personal Property Replacement Tax Revenue in the applicable funds.

SECTION E: That if any part or parts of this ordinance shall be held to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining parts of this ordinance.

SECTION F: That this ordinance shall be in full force and effect from and after its passage and approval and recording as provided by law.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Ordinance No. _____ **ADOPTED** this 15th day of December 2025, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM:

Village Attorney

PUBLISHED in pamphlet form this 16th day of December, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2020
DOLLAR AMOUNT: \$218,700
BUDGETED: Yes
BUDGET SOURCE: Water and Sewer Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

In September 2020, the Village sold \$5,800,000 in Series 2020 General Obligation refunding bonds to take advantage of lower interest rates and refund the Series 2011, 2012A, and 2012B bonds. The Village sold the original Series 2011 and 2012A refunding bonds to take advantage of lower interest rates and the Series 2012B bonds to pay for a water meter replacement program. Since the Village has the funds necessary to make the debt service payments on the bonds, there is no need to levy for this purpose; therefore, staff recommends that the Board approve an ordinance abating the levy. The Village will make the last payment on the Series 2020 bonds in Fiscal Year 2032.

MEMO

This ordinance is one of three abatement ordinances related to the Village's debt service levies. The purpose of the abatement ordinances is to direct the offices of the Cook and Lake County Clerks to set aside (i.e., not levy) the taxes necessary to make principal and interest payments on certain bonds because the Village already has the funds required to make those payments. The table below describes each abatement ordinance and identifies the source of the funds the Village will use to abate each levy.

Bond Issue	Source of Available Funds	Initial Bond Levy	Abatement	Final Bond Levy
2007	Capital Projects Fund	\$392,000	-\$392,000	\$0
2020	Water & Sewer Fund	\$218,700	-\$218,700	\$0
2021	Capital Projects Fund	\$3,535,600	-\$676,750	\$2,858,850
Totals:		\$4,146,300	-\$1,287,450	\$2,858,850

Staff recommends Board approval of this 2025 abatement ordinance.

ORDINANCE NO. _____

**ORDINANCE ABATING THE 2025 TAX LEVY REQUIREMENTS
FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020**

WHEREAS, the corporate authorities have heretofore authorized and adopted an Ordinance, being Ordinance No. 5350, providing for the borrowing of money and have issued bonds in the amount of \$5,800,000 for the purpose of refunding the Series 2011, Series 2012A, and Series 2012B bonds of the Village; and

WHEREAS, the corporate authorities have caused to be filed with the Lake and Cook County Clerks' Offices a certified copy of the bond ordinances as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, the corporate authorities have determined that there are sufficient funds in the Water and Sewer Funds of the Village of Wheeling to pay the interest and principal on the aforesaid bonds for the tax year 2025; and

WHEREAS, the corporate authorities desire to appropriate from the Water and Sewer Funds of the Village of Wheeling an amount sufficient to abate said levy;

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, as follows:

SECTION 1.

Funds in the Water and Sewer Fund in the amount of \$218,700 are hereby appropriated for the specific purpose of paying the principal and interest due on the \$5,800,000 General Obligation Refunding Bonds, Series 2020, authorized by Ordinance No. 5350, dated August 17, 2020.

SECTION 2.

The appropriation and payment of the funds in the Water and Sewer Funds as set forth in Section 1 above abate all of the 2025 tax levy requirements of \$218,700 as set forth in Ordinance No. 5350.

SECTION 3.

The Village Clerk is hereby authorized and directed to file a certified copy of this ordinance abating \$218,700 of the 2025 tax levy requirement of \$218,700 for the payment of the principal and interest due on the issuance of the \$5,800,000 General Obligation Refunding Bonds, Series 2020, with the Treasurers and Clerks of Cook and Lake Counties, Illinois.

SECTION 4.

That when due, the Village Treasurer be and is directed to deposit said appropriated sum with the Village's paying agent, pursuant to Ordinance No. 5350.

Ordinance _____

SECTION 5.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6.

This ordinance shall be in effect from and after its passage and approval according to law.

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President and Board of Trustees, Wheeling, Illinois.

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 16th day of December, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Corporate Purpose Bonds, Series 2007
DOLLAR AMOUNT: \$392,000.00
BUDGETED: Yes
BUDGET SOURCE: Capital Projects Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

In November 2007, the Village sold \$10,000,000 in General Obligation bonds to fund the first phase of a multi-year building project plan. Since all of the funds necessary to make the debt service payments on the bonds are available in the Village's Capital Projects and Bond Funds, the Village can abate \$392,000 of the Series 2007 bond levy. The Village will make the last payment on the Series 2007 bonds in Fiscal Year 2030.

MEMO

This ordinance is one of three abatement ordinances related to the Village's debt service levies. The purpose of the abatement ordinances is to direct the offices of the Cook and Lake County Clerks not to levy the taxes necessary to make principal and interest payments on certain bonds because the Village already has the funds required to make those payments. The table below describes each abatement ordinance and identifies the source of the funds the Village will use to abate each levy.

Bond Issue	Source of Available Funds	Initial Bond Levy	Abatement	Final Bond Levy
2007	Capital Projects Fund	\$392,000	-\$392,000	\$0
2020	Water & Sewer Fund	\$218,700	-\$218,700	\$0
2021	Capital Projects Fund	\$3,535,600	-\$676,750	\$2,858,850
Totals:		\$4,146,300	-\$1,287,450	\$2,858,850

Staff recommends Board approval of this 2025 abatement ordinance.

ORDINANCE NO. _____

**ORDINANCE ABATING THE 2025 TAX LEVY REQUIREMENTS
FOR THE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007**

WHEREAS, the corporate authorities have heretofore authorized and adopted an Ordinance, being Ordinance No. 4258, providing for the borrowing of money and have issued bonds in the amount of \$10,000,000 for the purpose of supporting the construction of a new Village Hall and a new Public Works facility; and

WHEREAS, the corporate authorities have caused to be filed with the Lake and Cook County Clerks' Offices a certified copy of the bond ordinances as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, the corporate authorities have determined that there are sufficient funds in the Capital Projects Fund of the Village of Wheeling to pay a portion of the interest and principal on the aforesaid bonds for the tax year 2025; and

WHEREAS, the corporate authorities desire to appropriate from the Capital Projects Fund of the Village of Wheeling an amount sufficient to abate a portion of said levy.

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, as follows:

SECTION 1.

Funds in the Capital Projects Fund in the amount of \$392,000 are hereby appropriated for the specific purpose of paying the principal and interest due on the \$10,000,000 General Obligation Bond Issue, Series 2007, authorized by Ordinance No. 4258, dated November 5, 2007.

SECTION 2.

The appropriation and payment of the funds in the Capital Projects Fund as set forth in Section 1 above abate \$392,000 of the 2025 tax levy requirements of \$392,000 as set forth in Ordinance No. 4258.

SECTION 3.

That the Village Clerk is hereby authorized and directed to file a certified copy of this ordinance abating \$392,000 of the 2025 tax levy requirement of \$392,000 for the payment of the principal and interest due on the issuance of the \$10,000,000 General Obligation Bonds, Series 2007, with the Treasurers and Clerks of Cook and Lake Counties, Illinois.

SECTION 4.

That when due, the Village Treasurer, as Bond Registrar and Paying Agent, is directed to make the appropriate principal and interest payments to the person whose name any bond shall be registered pursuant to Resolution No. 09-91.

Ordinance _____

SECTION 5.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6.

This ordinance shall be in effect from and after its passage and approval according to law.

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President and Board of Trustees, Wheeling, Illinois.

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 16th day of December, 2025, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Ordinance Abating the 2025 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2021
DOLLAR AMOUNT: \$676,750.00
BUDGETED: Yes
BUDGET SOURCE: Capital Projects Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

In November 2021, the Village sold \$16,595,000 in Series 2021 General Obligation bonds to take advantage of lower interest rates and refund bonds sold in 2008 and 2009 to build a Village Hall, a Public Works building, and a fire station, and to renovate the existing police station. Since \$676,750 of the \$3,535,600 necessary to make the debt service payments on the bonds is available in the Village's Capital Projects Fund, the Village needs only to levy \$2,858,850 to make next year's debt service payments. Therefore, staff recommends that the Board approve an ordinance abating a portion of the levy for these bonds. The Village will make the last payment on the Series 2021 bonds in Fiscal Year 2027.

MEMO

This ordinance is one of three abatement ordinances related to the Village's debt service levies. The purpose of the abatement ordinances is to direct the offices of the Cook and Lake County Clerks not to levy the taxes necessary to make principal and interest payments on certain bonds because the Village already has the funds required to make those payments. The table below describes each abatement ordinance and identifies the source of the funds the Village will use to abate each levy.

Bond Issue	Source of Available Funds	Initial Bond Levy	Abatement	Final Bond Levy
2007	Capital Projects and Fund	\$392,000	-\$392,000	\$0
2020	Water & Sewer Fund	\$218,700	-\$218,700	\$0
2021	Capital Projects Fund	\$3,535,600	-\$676,750	\$2,858,850
Totals:		\$4,146,300	-\$1,287,450	\$2,858,850

Staff recommends Board approval of this 2025 abatement ordinance.

ORDINANCE NO. _____

**ORDINANCE ABATING THE 2025 TAX LEVY REQUIREMENTS
FOR THE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021**

WHEREAS, the corporate authorities have heretofore authorized and adopted an Ordinance, being Ordinance No. 5454, providing for the borrowing of money and have issued bonds in the amount of \$16,595,000 for the purpose of refunding the Series 2008 and Series 2009 bonds of the Village; and

WHEREAS, the corporate authorities have caused to be filed with the Lake and Cook County Clerks' Offices a certified copy of the bond ordinances as aforesaid, directing the said Clerks to levy and collect an annual tax for the purpose of paying the principal and interest upon the bonds heretofore authorized; and

WHEREAS, the corporate authorities have determined that there are sufficient funds in the Capital Projects Fund of the Village of Wheeling to pay a portion of the interest and principal on the aforesaid bonds for the tax year 2025; and

WHEREAS, the corporate authorities desire to appropriate from the Capital Projects Fund of the Village of Wheeling an amount sufficient to abate a portion of said levy;

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, as follows:

SECTION 1.

Funds in the Capital Projects Fund in the amount of \$676,750 are hereby appropriated for the specific purpose of paying a portion of the principal and interest due on the \$16,595,000 General Obligation Bond Issue, Series 2021, authorized by Ordinance No. 5454, dated November 15, 2021.

SECTION 2.

The appropriation and payment of the funds in the Capital Projects Fund as set forth in Section 1 above abate \$676,750 of the 2025 tax levy requirements of \$3,460,400 as set forth in Ordinance No. 5454.

SECTION 3.

That the Village Clerk is hereby authorized and directed to file a certified copy of this ordinance abating \$676,750 of the 2025 tax levy requirement of \$3,535,600 for the payment of the principal and interest due on the issuance of the \$16,595,000 General Obligation Bonds, Series 2021, with the Treasurers and Clerks of Cook and Lake Counties, Illinois.

SECTION 4.

That when due, the Village Treasurer be and is directed to deposit the appropriated sum with the Village's paying agent, pursuant to Ordinance No. 5454.

Ordinance _____

SECTION 5.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6.

This ordinance shall be in effect from and after its passage and approval according to law.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President
and Board of Trustees, Wheeling, Illinois.

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 16th day of December, 2025, by order of the
Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: December 15, 2025
FROM: Brian Smith, Finance Director
SUBJECT: Ordinance Adopting the Village of Wheeling Annual Budget for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026
DOLLAR AMOUNT: \$123,742,610
BUDGETED: Yes
BUDGET SOURCE: All Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

The proposed 2026 budget includes \$123,742,610 in expenditures to fund Village operations and reflects the direction given to staff at the Village Board's budget workshop meeting held on November 1, 2025.

MEMO

The annual budget for January 1, 2026, to December 31, 2026, includes \$123,742,610 in expenditures to fund Village operations (see attachment). This figure reflects the total budget for all funds, including the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Enterprise Fund, Internal Service Fund, and the Pension Trust Funds.

General Fund:

As presented at the budget workshop in November, the proposed FY 2026 budget reflected a General Fund surplus of \$61,001. Since the budget workshop, staff has adjusted revenue projections after the Village Board approved several increases and after receiving up-to-date information from the Illinois Municipal League, the Illinois Department of Revenue, and other sources. In addition, staff adjusted several expenditure budgets to reflect changes to salaries, benefits, and other miscellaneous expenditures. The net result of these revenue and expenditure adjustments was a decrease in the projected FY 2025 surplus of \$328,786, from \$1,124,599 to \$795,813. The table below describes these changes in more detail:

Description	Adjustment	Explanation
2025 Proposed Budget Surplus:	\$61,001	
Adjust Ambulance Fees (01-4409)	\$650,000	Adjust budget to reflect rate increased to GEMT rate
Add Streaming Tax (01-4140)	\$350,000	Adjust budget to reflect adoption of a streaming tax
Adjust Property Tax (01-4111)	\$348,419	Adjust budget to reflect a 2% levy increase
Adjust Health Insurance (01-5212)	(\$144,335)	Adjust budget to reflect more up-to-date information
Adjust Retiree Health Insurance (01-5242)	(\$26,295)	Adjust budget to reflect more up-to-date information
2025 Final Budget Surplus:	\$1,238,790	

Other Funds:

In addition to the changes to the General Fund budget, staff made the following expenditure-related change to the

Capital Projects Fund:

Fund	Increase (Decrease)	Explanation
Capital Projects Fund (3410-5212)	\$1,090	Adjust budget to reflect more up-to-date information
Capital Projects Fund (3410-5104)	(\$2,180)	Adjust budget to reflect more up-to-date information
Capital Projects Fund (3420-5509)	(\$275,000)	Adjust the generator replacement project estimate
North Milwaukee TIF (3910-5507)	\$150,000	Increase bike path estimate
Water and Sewer Fund (40-4790)	\$337,000	Adjust budget to reflect more up-to-date information
Water and Sewer Fund (4100-5705)	\$59,510	Adjust water purchase
Water and Sewer Fund (4340-5509, 4330-5509)	\$20,000	Adjust fuel island estimate
Water and Sewer Fund (40-5212)	\$7,250	Adjust budget to reflect more up-to-date information
Water and Sewer Fund (40-5242)	\$1,255	Adjust budget to reflect more up-to-date information
TIF Funds (35-5212, 36-5212, 39-5212)	\$660	Adjust budget to reflect more up-to-date information

As with the General Fund, the budgets for the Village's other major funds are either balanced or reflect a planned draw-down on fund balance to fund capital improvements or other programs. In some instances, minor adjustments were made to the revenue budgets of other funds to reflect up-to-date information received after the proposed budget was sent to the Board. Please let me know if a Board member would like more details on those adjustments.

VILLAGE OF WHEELING, ILLINOIS
 Budget Summary - Total by Category and Fund
 2026 Budget

	GENERAL*	MOTOR FUEL TAX	GRANT FUNDS	G.O. BOND & INTEREST	TIF	CERF*	CAPITAL PROJ.*	STORMWATER FUND	WATER AND SEWER*	FOREIGN FIRE INSURANCE	LIABILITY INSUR.	POLICE & FIRE PENSION	2026 TOTAL BUDGET	2025 ORIGINAL BUDGET	2024 ACTUAL	CHANGE (26 vs 25)	
BEGINNING FUND BALANCE	21,578,100	1,974,300	-	364,584	23,175,764	10,030,540	7,871,348	613,049	8,928,045	249,206	4,429,639	144,678,634					
REVENUES & OTHER FINANCING SOURCES:																	
Property Tax	8,665,002			2,858,850								6,245,521	17,769,373	17,420,954	18,668,348	2.0	
Sales Tax	14,768,250												14,768,250	12,701,400	12,528,197	16.3	
State Income Tax	7,052,487												7,052,487	6,884,590	6,646,260	2.4	
Local Use Tax	146,372												146,372	1,012,866	1,387,235	-85.5	
Food & Beverage Tax	1,173,000												1,173,000	1,217,500	1,117,546	-3.7	
Use Tax (Gas/Electricity)							2,750,000						2,750,000	2,675,000	2,701,940	2.8	
Telecommunications Tax	477,750												477,750	580,000	600,271	-17.6	
Solid Waste/SWANCC Fees	867,000												867,000	867,000	872,430	0.0	
Hotel/Motel Tax	900,000												900,000	1,080,000	982,315	-16.7	
Fines	1,030,000												1,030,000	1,068,180	1,123,065	-3.6	
Cable TV Franchise Fees	285,000												285,000	326,740	340,913	-12.8	
Ambulance Fees	3,350,000												3,350,000	3,450,000	2,435,197	-2.9	
Licenses, Permits, Insp.	1,109,893												1,109,893	1,165,879	1,158,799	-4.8	
IGA Revenue													-	-	773,868	0.0	
Water Sales									8,954,000				8,954,000	8,646,000	8,111,121	3.6	
Water & Sewer Conn. Fees									47,080				47,080	77,080	34,342	-38.9	
W/S Fund Reimb	1,647,800												1,647,800	1,526,381	1,481,923	8.0	
Sewer Use Fees									2,222,000				2,222,000	2,145,000	1,904,747	3.6	
Stormwater Fee								1,465,074					1,465,074	1,373,574	1,218,668	6.7	
Investment Income	450,000	78,972		50,000	559,889	307,385	314,854	15,326	185,000	5,000	155,037	10,127,505	12,248,968	2,986,277	16,596,947	310.2	
Intergovernmental Revenue	1,279,100	1,787,778	450,000		1,636,860								5,153,738	5,247,840	3,618,620	-1.8	
TIF Surplus Revenue	1,267,563												1,267,563	906,102	867,154	39.9	
TIF Property Tax Increment					21,037,862								21,037,862	19,132,742	17,354,469	10.0	
Employee Contributions												1,618,146	1,618,146	1,397,696	1,253,145	15.8	
Other	8,394,383		20,000				160,571	16,116	889,500	105,000			9,585,570	7,934,936	16,350,104	20.8	
Revenue Sub-Total	52,863,600	1,866,750	470,000	2,908,850	23,234,611	307,385	3,225,425	1,496,516	12,297,580	110,000	155,037	17,991,172	116,926,926	101,823,737	120,127,624	14.8	
Adjust (To)/From Fund Bal.	1,238,790	(1,510,029)		49,525	(3,467,453)	313,825	272,274	(424,754)	(1,319,738)	10,000	(307,051)	6,744,852	(1,600,241)	5,957,565	(23,390,195)	-126.9	
Interfund Transfer In			147,825	1,068,750		2,568,440	2,500,000		366,270		1,764,640		8,415,925	8,833,747	8,968,049	-4.7	
BUDGETED REVENUES	52,863,600	1,866,750	617,825	3,977,600	23,234,611	2,875,825	5,725,425	1,496,516	12,663,850	110,000	1,919,677	17,991,172	125,342,851	110,657,484	129,095,673	13.3	
													LESS INTERFUND TRANSFERS	(8,415,925)	(8,833,747)	(8,968,049)	-4.7
													NET NEW REVENUE	116,926,926	101,823,737	120,127,624	14.8
EXPENDITURES & OTHER FINANCING USES:																	
Personnel Services	33,700,321		487,175		121,340		232,655		2,082,150	6,000			36,629,641	34,956,872	36,892,522	4.8	
Contractual Services	10,656,321	1,060,779	130,650		18,314,504		1,549,246	30,000	1,482,311	43,350	2,226,728	339,840	35,833,729	27,964,338	26,663,478	28.1	
Commodities	2,211,348	136,000			125,820	457,000			396,557	50,650			3,377,375	4,134,029	3,295,190	-18.3	
Capital Outlay	7,000					605,000			20,000				632,000	3,519,500	689,334	-82.0	
Capital Improvements		2,180,000			7,550,400		2,602,500	1,525,000	5,675,000				19,532,900	17,510,200	7,751,683	11.6	
Debt Service				3,928,075					29,175				3,957,250	5,538,175	6,176,708	-28.5	
Other	65,000				590,000				3,802,310			10,906,480	15,363,790	14,158,188	15,267,440	8.5	
Interfund Transfer Out	4,984,820					1,500,000	1,068,750	366,270	496,085				8,415,925	8,833,747	8,969,124	-4.7	
BUDGETED EXPENDITURES	51,624,810	3,376,779	617,825	3,928,075	26,702,064	2,562,000	5,453,151	1,921,270	13,983,588	100,000	2,226,728	11,246,320	123,742,610	116,615,049	105,705,478	6.1	
ENDING FUND BALANCE	22,816,890	464,271	-	414,109	19,708,311	10,344,365	8,143,622	188,295	7,608,307	259,206	4,122,588	151,423,486					
													LESS INTERFUND TRANSFERS	(8,415,925)	(8,833,747)	(8,969,124)	-4.7
													NET EXPENDITURES	115,326,685	107,781,302	96,736,355	7.0

* INDICATES MAJOR GOVERNMENTAL FUND.

ORDINANCE _____

ORDINANCE ADOPTING THE VILLAGE OF WHEELING ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Corporate Authorities of the Village of Wheeling have heretofore deemed it to be in the best interest of the Village of Wheeling to require a budget ordinance rather than an appropriation ordinance be passed pursuant to State Statute, 65 ILCS 5/8-2-9.1 et seq.; and

WHEREAS, the Corporate Authorities of the Village of Wheeling have made the proposed annual budget available for public inspection at the Village Hall and on the Village's website for a period in excess of one month prior to final consideration of the proposed budget; and

WHEREAS, the Corporate Authorities of the Village of Wheeling held a public hearing to obtain public comment on the proposed budget on December 1, 2025; and

WHEREAS, the Corporate Authorities have complied with all the requirements of our local ordinances and State Statutes regarding the compilation and contents of the budget.

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 as follows:

Section 1: That the proposed budget for the Village of Wheeling for the fiscal year 2025, a copy of which is on file with the Village Clerk, in the total amount of ONE HUNDRED TWENTY THREE MILLION SEVEN HUNDRED FORTY TWO THOUSAND SIX HUNDRED TEN DOLLARS (\$123,742,610) of which FIFTY ONE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED TEN DOLLARS (\$51,624,810) is for the General Fund, FOUR MILLION NINETY FOUR THOUSAND SIX HUNDRED FOUR DOLLARS (\$4,094,604) is for the Special Revenue Funds, THREE MILLION NINE HUNDRED TWENTY-EIGHT THOUSAND SEVENTY FIVE DOLLARS (\$3,928,075) is for the Debt Service Funds, THIRTY SIX MILLION SIX HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED EIGHTY FIVE DOLLARS (\$36,638,485) is for the Capital Project Funds; THIRTEEN MILLION NINE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS (\$13,983,588), is for the Enterprise Funds, TWO MILLION TWO HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED TWENTY EIGHT DOLLARS (\$2,226,728) is for the Internal Service Funds, and ELEVEN MILLION TWO HUNDRED FORTY SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$11,246,320) is for the Pension Trust Funds, a summary of which is attached hereto and marked as Attachment 1, is hereby adopted and approved.

Section 2: That this ordinance shall be in full force and effect after the passage and publication pursuant to the laws of the State of Illinois and the Village of Wheeling.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 15th day of December, 2025, by the President
and Board of Trustees, Wheeling, Illinois.

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 16th day of December, 2025, by order of the
Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.