



Monday, January 5, 2026
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, and during which meeting it is anticipated there will be discussion and consideration of and, if so determined, action upon the matters contained in the following agenda:

-
1. **Call to Order**

 2. **Pledge of Allegiance**

 3. **Roll Call**

 4. **Approval of Minutes**
 - A. NONE

 5. **Changes to the Agenda**

 6. **Proclamations**

 7. **Appointments and Confirmations**

 8. **Administration of Oaths**

 9. **Citizen Concerns and Comments**

 10. **Staff Reports**

 11. **Consent Agenda**

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

- A. Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement between the Village of Wheeling and the Town of Normal, McLean County, Illinois, Authorizing the Town of Normal to Exercise the Powers of the Village of Wheeling in Connection with a Mortgage Credit Certificate Program and a Loan Finance Program
- B. Resolution Approving an Engineering Services Agreement with Civiltech Engineering, Inc. for the School Safety Study Project in an Amount Not to Exceed \$174,524
- C. Resolution Authorizing the Acceptance of an Illinois Criminal Justice Information Authority / Victims of Crime Act (VOCA) Grant Award for the Positions of Two Police Social Workers
- D. Resolution Authorizing and Directing the Village Manager to Execute a Service Provider Contract Renewal with Municipal GIS Partners, Inc. in the Amount of \$174,648.24 for GIS Support Services in FY2026 as Part

of the Ongoing GIS Consortium initiative

- E. Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “Alcoholic Liquor Dealers,” Specifically Section 4.32.085, to Increase the Authorized Number of Class A and D-4 Licenses

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Ordinance Granting Special Use Approval for a Day Care Center (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PSU25-0011]
- B. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PV25-0003]
- C. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Fence Height (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PV25-0004]

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills from December 10 to December 31, 2025

16. **Executive Session**

17. **Action on Executive Session Items**

18. **Adjournment**

REGULAR meetings will be televised on channels 17 and 99. If you would like to attend a Village meeting but require an auxiliary aid such as a sign language interpreter, call 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING. To view the full agenda packet, visit <https://wheelingil.portal.civicclerk.com/>.



MEMORANDUM

DATE: January 5, 2026
FROM: Brian Smith, Finance Director
SUBJECT: Resolution Authorizing the Execution of an Intergovernmental Cooperation Agreement between the Village of Wheeling and the Town of Normal, McLean County, Illinois, Authorizing the Town of Normal to Exercise the Powers of the Village of Wheeling in Connection with a Mortgage Credit Certificate Program and a Loan Finance Program

DOLLAR AMOUNT: n/a
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

In April of each year, the Village Board approves an ordinance transferring Wheeling's bonding authority to the Town of Normal, which sponsors the Assist Homeownership Program. The program promotes homeownership by helping people who would not otherwise qualify for a mortgage by paying all or most of the down payment and mortgage closing costs. The current Intergovernmental Agreement (IGA) expires in 2025, and to continue to participate in the program, the Board must first approve a new IGA with the Town of Normal; once approved, current and future Wheeling residents will be able to continue purchasing homes in Wheeling while taking advantage of the program's benefits.

MEMO

In April of this year, the Village Board approved the annual volume cap ordinance, which reserved Wheeling's private activity bonding authority with the State of Illinois. While that bonding authority is often used to encourage economic development by enabling manufacturing companies to finance the acquisition of fixed assets at tax-exempt rates, it can also be used to participate in the Assist Homeownership Program. As the Board will recall, the Assist program has been adopted by more than 60 municipalities and counties throughout the State of Illinois. It provides low- to moderate-income homebuyers with a 30-year fixed-rate mortgage through local lenders, combined with a three to seven percent cash grant to help with the down payment and closing costs. The program also provides qualifying home buyers with a federal mortgage credit certificate, which gives them up to \$2,000 in federal tax credits (equal to a percentage of the interest paid each year on the home) for the life of the loan. The Village previously participated in this program from 2024 to 2025, and residents purchased Wheeling homes as a result. The attached Assist program brochure provides more details on how the program works.

What's noteworthy about the Assist program is that it does not cost the Village anything to participate, and there is no financial exposure. In addition, all the administrative work associated with the program is handled by Stern Brothers & Company, an investment banking company, and others who will work with area lenders to help promote the program. Current and future Wheeling residents will be able to continue to participate in the program once the Village Board approves the attached IGA with the Town of Normal, which will issue debt on behalf of all participating communities; once approved, staff will advertise the program in the Village newsletter, and from time to time the Village will receive reports identifying the homes in Wheeling purchased as a result of the program.

Over \$180 million worth of homes have been purchased using the Assist program in the past four years, including over \$52 million in 2024. The average home price was \$175,700, with the lowest purchase price under \$50,000 and the highest purchase price equal to \$423,000. The maximum allowable cost is \$544,000. The average income for homebuyers helped through the program was under \$68,000 in 2024.

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS, AUTHORIZING THE TOWN OF NORMAL TO EXERCISE THE POWERS OF THE VILLAGE OF WHEELING IN CONNECTION WITH A MORTGAGE CREDIT CERTIFICATE PROGRAM AND A LOAN FINANCE PROGRAM

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 *Illinois Compiled Statutes*, 220/1 *et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges, or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, the Town of Normal ("*Normal*") and the Village of Wheeling (the "*Cooperating Unit*") are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, the Cooperating Unit and Normal each has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons ("*Mortgage Loans*") within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 30 *Illinois Compiled Statutes*, 345/9, as supplemented and amended, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "*Code*"), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, Normal and the Cooperating Unit each have the power to issue mortgage credit certificates in lieu of issuing revenue bonds that constitute qualified mortgage bonds under Section 143 of the Code;

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the Cooperating Unit (the "*MCC Program*"); and

WHEREAS, to provide for the MCC Program, Normal proposes to issue mortgage credit certificates from time to time (the "*MCCs*") on behalf of the Cooperating Unit and to implement the MCC Program from time to time by allocating the MCCs to enhance qualified Mortgage Loans under the MCC Program on behalf of the Cooperating Unit, all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to provide for the financing and purchasing of Mortgage Loans within the corporate boundaries of the Cooperating Unit through the sale of Mortgage Loans or mortgage-backed securities in the secondary market or the issuance of revenue bonds on behalf of the Cooperating Unit (collectively, the “*Loan Finance Program*,” and together with the MCC Program, the “*Program*”); and

WHEREAS, to provide for the Loan Finance Program, Normal may (i) sell Mortgage Loans or mortgage-backed securities in the secondary market and (ii) issue, sell and deliver Collateralized Single Family Mortgage Revenue Bonds in one or more series and to issue, sell and deliver any bonds issued to refund such bonds (collectively, the “*Bonds*”), each on behalf of the Cooperating Unit in order to obtain funds to purchase Mortgage Loans under the Loan Finance Program, all under and in accordance with the Constitution and the laws of the State of Illinois, provided that the Loan Finance Program shall not obligate the Cooperating Unit to levy any tax or pay any amount from any funds of the Cooperating Unit in connection with the Loan Finance Program, the Bonds or the sale of mortgage-backed securities in the secondary market;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF WHEELING, AS FOLLOWS:

Section 1. Approval of Cooperation Agreement. The Village Board of the Cooperating Unit hereby approves the Cooperation Agreement, in substantially the form set forth as **Exhibit A** hereto, between the Cooperating Unit and Normal, relating to the Programs, with such changes therein as shall be approved by the officers of the Cooperating Unit executing the Cooperation Agreement, such officers’ signatures thereon being conclusive evidence of their approval and the Cooperating Unit’s approval thereof.

Section 2. Execution of Cooperation Agreement. The President is hereby authorized and directed to execute and deliver the Cooperation Agreement, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution for and on behalf of and as the act and deed of the Cooperating Unit. The Village Clerk of the Cooperating Unit is hereby authorized and directed to attest to the Cooperation Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Severability. It is hereby declared to be the intention of the Cooperating Unit that each and every part, section and subsection of this Resolution shall be separate and severable from each and every other part, section and subsection hereof and that the Cooperating Unit intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. If any part, section or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Illinois.

Section 5. Recitals. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 6. Adoption. This Resolution shall be in full force and effect from and after its passage, approval, and publication, if required, as provided by law.

Trustee _____ moved, second by Trustee _____,
that Resolution No. 26- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 5th day of January 2026, 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

Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND BETWEEN

TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS

AND

VILLAGE OF WHEELING, ILLINOIS

DATED AS OF JANUARY 5, 2026

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “*Cooperation Agreement*”) dated as of January 5, 2026, by and between the TOWN OF NORMAL, McLEAN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (“*Normal*”), and the VILLAGE OF WHEELING, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “*Cooperating Unit*”);

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 *Illinois Compiled Statutes*, 220/1 *et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Normal and the Cooperating Unit are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, Normal has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons (“*Mortgage Loans*”) within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the Constitution of the State of Illinois, the Cooperating Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of Mortgage Loans within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the Mortgage Loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 30 *Illinois Compiled Statutes*, 345/9, as supplemented and amended, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the “*Code*”), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, Normal and the Cooperating Unit each have the power to issue mortgage credit certificates in lieu of issuing revenue bonds that constitute qualified mortgage bonds under Section 143 of the Code; and

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to issue mortgage credit certificates on behalf of the Cooperating Unit for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans within the corporate boundaries of the

Cooperating Unit (the “*MCC Program*”); and

WHEREAS, to provide for the MCC Program, Normal proposes to issue mortgage credit certificates from time to time (the “*MCCs*”) on behalf of the Cooperating Unit and to implement the MCC Program from time to time by allocating the MCCs to enhance qualified Mortgage Loans under the MCC Program on behalf of the Cooperating Unit, all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the Cooperating Unit has determined that it is necessary and desirable to permit Normal, either by itself or jointly with other qualified issuers, to provide for the financing and purchasing of Mortgage Loans within the corporate boundaries of the Cooperating Unit through the sale of Mortgage Loans or mortgage-backed securities in the secondary market or the issuance of revenue bonds on behalf of the Cooperating Unit (collectively, the “*Loan Finance Program*,” and together with the MCC Program, the “*Program*”); and

WHEREAS, to provide for the Loan Finance Program, Normal may (i) sell Mortgage Loans or mortgage-backed securities in the secondary market and (ii) issue, sell and deliver Collateralized Single Family Mortgage Revenue Bonds in one or more series and issue, sell and deliver any bonds issued to refund such bonds (collectively, the “*Bonds*”), each on behalf of the Cooperating Unit in order to obtain funds to purchase Mortgage Loans under the Loan Finance Program, all under and in accordance with the Constitution and the laws of the State of Illinois, provided that the Loan Finance Program shall not obligate the Cooperating Unit to levy any tax or pay any amount from any funds of the Cooperating Unit in connection with the Loan Finance Program, the Bonds or the sale of mortgage-backed securities in the secondary market; and

WHEREAS, Monarch Mortgage Management, LLC (the “*Program Administrator*”) will serve as the administrator of the Program and the agent of Normal with respect to the Program pursuant to a Program Administration Agreement between Normal and the Program Administrator (the “*Program Administration Agreement*”); and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Normal and the Cooperating Unit hereby agree, as follows:

Section 1. Approval of MCC Program. Normal, either by itself or jointly with other qualified issuers, hereby expresses its desire and intention to issue the MCCs from time to time and to implement the MCC Program from time to time on behalf of the Cooperating Unit, as provided in the documents pursuant to which the MCCs will be issued from time to time and the MCC Program will be implemented from time to time, for the purpose of providing an adequate supply of residential housing in the Cooperating Unit through the enhancement of Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit. The MCCs shall be issued in such aggregate principal amounts from time to time and shall have such other terms, all as shall be agreed upon by Normal and approved by the governing body of Normal. The MCCs shall be allocated, and the MCC Program shall be implemented, as shall be determined by Normal and approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the publication of notices to the public and all interested mortgage lenders of the intent to implement the MCC Program through the issuance of the MCCs, and hereby approves the issuance of the MCCs as described in such notices. The Cooperating Unit hereby consents to the allocation of tax credits made by Normal, resulting from the MCCs, to any Mortgage Loan made within the jurisdiction of the Cooperating Unit. Issuance of the MCCs imposes no financial obligation or liabilities against the Cooperating Unit.

Section 2. Approval of Loan Finance Program. Normal, either by itself or jointly with other qualified municipalities or political subdivisions, expresses its desire and intention to finance Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of the Cooperating Unit through the purchase of Mortgage Loans or mortgage-backed securities and to subsequently sell such Mortgage Loans or mortgage-backed securities in the secondary market.

Normal, either by itself or jointly with other qualified issuers, expresses its desire and intention to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit through issuance of Bonds in one or more series on behalf of the Cooperating Unit, as provided in the trust indenture or indentures pursuant to which the Bonds will be issued, for the purpose of purchasing Mortgage Loans within the corporate boundaries of the Cooperating Unit, purchasing mortgage-backed securities to finance Mortgage Loans within the corporate boundaries of the Cooperating Unit, paying interest on the Bonds and paying the costs of issuance of the Bonds. The Bonds shall be issued in such aggregate principal amounts, shall be issued in such series and classes, shall have such stated maturity or maturities, shall bear interest at such rate or rates, payable on such date or dates, shall be subject to redemption prior to maturity, shall be payable at such date or dates and at such place or places, and shall have such other terms, all as shall be determined by Normal and approved by the governing body of Normal. The proceeds of the Bonds shall be applied to such public purposes and to the payment of the costs of issuance as shall be approved by the governing body of Normal. The Cooperating Unit hereby ratifies and approves the conduct of any public hearings held in connection with the issuance of the Bonds. Issuance of the Bonds imposes no financial obligation or liabilities against the Cooperating Unit.

Section 3. Documents and Instruments. Normal hereby expresses its intention to enter into all such documents and instruments as shall be necessary or appropriate in connection with the implementation of the Program, including without limitation the Program Administration Agreement, origination agreements, servicing agreements, trust indentures, bond purchase contracts or agreements, official statements, continuing disclosure undertakings, program agreements, program manuals, lender participation agreements and closing certificates.

Section 4. Additional Cooperating Units. Normal and the Cooperating Unit hereby collectively declare that all cooperation agreements by and between Normal and other cooperating municipalities and counties of the State of Illinois and all cooperation agreements by and between the Cooperating Unit and other cooperating municipalities and counties of the State of Illinois in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating municipalities and counties which enter into such cooperation agreements with Normal (or with other qualified issuers which are cooperating with Normal) shall be part of the Program.

Section 5. Absolute and Irrevocable Conditions; Amendment. All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are agreed to by Normal and the Cooperating Unit. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified or altered without the written consent of Normal and the Cooperating Unit, authorized by resolution or ordinance adopted by their respective governing bodies, certified copies of which shall be filed with the other party.

Section 6. Binding Effect. This Cooperation Agreement shall inure to the benefit of and shall be binding upon Normal and the Cooperating Unit and their respective successors and assigns.

Section 7. Severability. In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

Section 8. Further Assurances and Corrective Instruments. Normal and the Cooperating Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

Section 9. Execution in Counterparts. This Cooperation Agreement may be executed simultaneously in any number of counterparts, each counterpart shall be an original and all counterparts shall constitute but one and the same instrument.

Section 10. Applicable Law. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 11. Effective Date; Term. This Cooperation Agreement shall be in full force and effect on January 5, 2026. Time is of the essence. This Cooperation Agreement shall remain in effect until terminated in writing by either party hereto, but shall in any event terminate on December 31, 2030.

Section 12. Electronic Transactions. The transaction described herein may be conducted and related documents may be executed, sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suite in the appropriate court of law.

IN WITNESS WHEREOF, Normal and the Cooperating Unit have caused this Cooperation Agreement to be executed in their respective names by their respective duly authorized officials shown below:

**TOWN OF NORMAL, McLEAN COUNTY,
ILLINOIS**

By: _____

Name: Chris Koos

Title: Mayor/President of the Board of Trustees

(SEAL)

ATTEST:

By: _____

Name: Angie Huonker

Title: Town Clerk

VILLAGE OF WHEELING, ILLINOIS

By: _____
Name: Patrick Horcher
Title: Village President

(SEAL)

ATTEST:

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



Utilizing a two-pronged approach to assist homebuyers, the program is sponsored by communities throughout the state to promote home ownership. The home buyer assistance feature of the Assist program provides families with funds to pay all or most of their closing costs and down payment, enabling families with good credit but little available capital to buy their home. The mortgage credit certificate (“MCC”) feature reduces the homebuyer’s ongoing cost of borrowing whenever market conditions result in uncompetitive interest rates for loans funded in the tax-exempt bond market.

Overview

- Communities join together through an Inter-governmental Cooperation Agreement
- Home rule communities may contribute private activity bond volume cap to support either a tax-exempt bond issuance or the MCC feature
- Non-home rule communities apply for volume cap from the State
- No financial contribution or commitment required from any participant
- Any Illinois municipality can participate

Loan Funding

- Loans are funded with proceeds of tax-exempt bonds or through the direct sale of taxable mortgage-backed securities based on the sale method providing the lowest interest rate
- The bonds and securities are sold at a premium, a price greater than their face amount, which provides funding for the home buyer assistance
- Proceeds are used to make the home loans and fund the assistance
- The bonds and securities are not a debt of the municipalities or paid from any participating community’s funds, and are secured only with loans on the homes purchased

Loan Description

- 30 year fixed rate loans
- FHA/VA/RDA (640 minimum credit score) and Conventional (660 minimum credit score) loans are available
- Assist pays 3% to 7% cash grant to qualifying home buyers to fund closing costs and down payment assistance.

Qualifying Homebuyers

- Will occupy the home as their residence
- Meet income and purchase price guidelines

Mortgage Credit Certificates

- MCC's are a federally authorized program created as an alternative to tax-exempt housing bonds to reduce effective interest costs for qualifying homebuyers
- MCC's allow the homebuyer to qualify for a federal income tax credit equal to a percentage of the interest paid on their home loan each year
- MCC holders still qualify for a regular deduction of the remaining interest paid on their home loan

	Without MCC	With MCC
Mortgage Amount	\$150,000	\$150,000
Mortgage Interest Rate	6.00%	6.00%
Monthly Mortgage Payment (first year interest = \$8,949.89)	\$899.33	\$899.33
MCC Rate	N/A	25%
Monthly Credit Amount (25% of \$8,949.89 up to \$2,000 Maximum Annual Credit)	N/A	\$166.67
"Effective" Monthly Mortgage Payment	\$899.33	\$732.66

Assist Advantages

- Provides additional home ownership opportunities in each community
- Home ownership provides added stability in a community
- Serves the large segment of potential home buyers who qualify for loans but lack funds for a down payment and closing costs
- Strategic alliance with lenders throughout the state
- Customized marketing in each municipality
- No out-of-pocket expense to any community to participate





INCOME AND PURCHASE PRICE LIMITS

COUNTY NAME	INCOME LIMITS				PURCHASE PRICE LIMITS	
	Targeted		Non-Targeted		Targeted	Non-Targeted
	1 or 2 People	3 or More People	1 or 2 People	3 or More People		
BOONE	NA	NA	\$102,900	\$118,335	NA	\$510,939
COOK	\$134,520	\$156,940	\$112,100	\$128,915	\$624,481	\$510,939
CHAMPAIGN	\$127,440	\$148,680	\$106,200	\$122,130	\$624,481	\$510,939
DEKALB	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939
DUPAGE	NA	NA	\$110,300	\$126,845	NA	\$510,939
KANE	\$134,520	\$156,940	\$112,100	\$128,915	\$624,481	\$510,939
KENDALL	NA	NA	\$121,300	\$139,495	NA	\$510,939
LAKE	\$134,520	\$156,940	\$112,100	\$128,915	\$624,481	\$510,939
LASALLE	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939
McLEAN	\$131,280	\$153,160	\$109,400	\$125,810	\$624,481	\$510,939
ST. CLAIR	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939
SANGAMON	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939
WILL	\$134,520	\$156,940	\$112,100	\$128,915	\$624,481	\$510,939
WINNEBAGO	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939
OTHER PROGRAM AREAS	\$123,480	\$144,060	\$102,900	\$118,335	\$624,481	\$510,939



PARTICIPATING COMMUNITIES

City of Aurora
Village of Arlington Heights
Village of Bartonville
City of Belleville
City of Belvidere
Village of Bridgeview
City of Champaign
City of Charleston
City of Collinsville
City of Crest Hill
Village of Creve Coeur
City of Decatur
City of East Moline
City of East Peoria
City of Edwardsville
Village of Godfrey
City of Joliet
Village of Justice

City of LaSalle
City of Lockport
City of Loves Park
Village of Machesney Park
Village of Marquette Heights
City of Mattoon
Village of Mendota
Village of Minooka
Village of Montgomery
City of Naperville
Town of Normal
Village of Orland Park
City of Pekin
City of Peoria
Village of Peoria Heights
City of Peru
Village of Plainfield
City of Princeton

City of Rochelle
City of Rockford
Village of Rockton
Village of Romeoville
Village of Schaumburg
Village of Shorewood
City of South Beloit
City of Springfield
City of Urbana
City of Washington
Village of Wheeling
City of Wood River
Village of Yorkville

County of Boone
County of Champaign
County of Cook
County of Coles

County of DeKalb
County of DeWitt
County of Fulton
County of Grundy
County of Kankakee
County of Kendall
County of Lake
County of Logan
County of Macon
County of Madison
County of McLean
County of Ogle
County of Peoria
County of Rock Island
County of Tazewell
County of Will
County of Winnebago



MEMORANDUM

DATE: January 5, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving an Engineering Services Agreement with Civiltech Engineering, Inc. for the School Safety Study Project in an Amount Not to Exceed \$174,524
DOLLAR AMOUNT: 174,524
BUDGETED: Yes
BUDGET SOURCE: Capital Improvement Plan
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The Village of Wheeling and the Village of Buffalo Grove desire to work together to complete a school zone safety study at twelve (12) schools within the municipal limits of the two villages. This resolution approves a professional services agreement with Civiltech Engineering, Inc. for the School Safety Study Project in an amount not to exceed \$174,524.

MEMO

Background:

In the fall of 2025, the Village of Wheeling applied for and received a Cook County Invest in Cook grant intended to fund a school safety zone study at twelve (12) schools within the municipal limits of the Villages of Wheeling and Buffalo Grove; the grant will provide an amount not to exceed 50% of the project cost up to \$100,000. Wheeling will cover the initial cost of the entire study, including Buffalo Grove's cost. After Invest in Cook funds are applied, the remaining overall shared cost of the study will be \$87,262. The not-to-exceed cost to Buffalo Grove for the study is \$30,026.85, and the not-to-exceed cost to Wheeling for the study is \$57,235.15. The per-community cost reflects the percentage of the project that takes place in each community, with the greater share of the study taking place in Wheeling.

Discussion:

In July of 2025 Public Works staff sent a Request for Statements of Qualifications (RSQ) to various firms for professional engineering services to assist the Village with its capital improvement projects. Civiltech Engineering, Inc. was one of the selected firms for the transportation category. Public Works staff has been satisfied with Civiltech's work product and cost of services and is confident in their engineers' ability to perform the services required for the School Safety Study Project.

Budget:

\$175,000 of Capital Improvement Plan funds were approved for these services in FY 2026.

RESOLUTION NO. 26- _____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR THE SCHOOL SAFETY STUDY PROJECT IN AN AMOUNT NOT TO EXCEED \$174,524

WHEREAS, the Village of Wheeling has been approved for a Cook County Invest in Cook Grant to partially fund a School Safety Study Project to be conducted in coordination with the Village of Buffalo Grove; and

WHEREAS, in July 2025, Public Works staff sent a Request for Statements of Qualifications (RSQ) to various firms, soliciting professional engineering services to assist the Village with its capital improvement projects, and selected Civiltech Engineering, Inc. ("Civiltech") as one of the qualified firms in the transportation category; and

WHEREAS, Civiltech has worked with the Village on previous projects, including the 2025 Road Improvement Program, and Public Works staff has been satisfied with Civiltech's past work performance and cost of services and is confident in its ability to perform the engineering services required for the School Safety Study Project; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept the attached agreement from Civiltech Engineering, Inc. for engineering consulting services involving the School Safety Study 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 and directed to execute the agreement from Civiltech Engineering, Inc., dated December 12, 2025 and attached hereto, in an amount not to exceed \$174,524.

Trustee _____ moved, second by Trustee _____
that Resolution No. 26- _____ be adopted.

President Horcher _____

Trustee Krueger _____ Trustee Ruffatto _____

Trustee Lang _____ Trustee Vito _____

Trustee Papantos _____ Trustee Vogel _____

ADOPTED this 5th day of January, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk



Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

December 12, 2025

Mr. Kyle Goetzelmann
Village Engineer
Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090

Re: **Proposed Scope of Services and Fee Estimate
School Safety Studies
Wheeling and Buffalo Grove, Illinois**

Dear Mr. Goetzelmann:

Thank you for the opportunity to submit this proposal. Based on our conversation on July 8th and subsequent email correspondence, it is our understanding that the Village of Wheeling and the Village of Buffalo Grove have received Invest in Cook funding to complete a safety study at twelve schools, four in Buffalo Grove and eight in Wheeling. The study will review existing safety, pedestrian and vehicles circulation, and recommend modifications to bring school zones into compliance with standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) as well as industry best practices in suburban settings. Traffic plans will be developed for each of the schools to recommend items such as signage, pavement markings, crossing guard locations, and other school and pedestrian-related infrastructure within the public way. The recommended modifications will improve safety for students walking and biking to schools within the Villages.

This study will encompass twelve schools, eight in the Village of Wheeling and four in the Village of Buffalo Grove. The school studies are proposed to have two levels of effort. For purposes of this proposal, these are designated as Tier 1 and Tier 2. As outlined in the scope, Tier 1 schools consist of a base scope of data collection, field observations, stakeholder coordination, and high-level recommendations for infrastructure improvements. Tier 2 school studies include the same elements as the Tier 1 studies but also include additional work to prepare conceptual designs and cost estimates for recommended infrastructure modifications. The schools and their tiers are as follows:

Village of Buffalo Grove

- Buffalo Grove High School (Tier 2)
- Joyce Kilmer Elementary School (Tier 2)
- Cooper Middle School (Tier 2)
- Longfellow Elementary School (Tier 2)

Village of Wheeling

- Oliver Holmes Middle School (Tier 2)
- Jack London Middle School (Tier 2)
- Wheeling High School (Tier 2)
- Booth Tarkington Elementary School (Tier 1)
- Eugene Field Elementary School (Tier 1)
- Mark Twain Elementary School (Tier 1)
- Nathaniel Hawthorne Elementary School (Tier 1)
- Walt Whitman Elementary School (Tier 1)

Civiltech is well-positioned for this task as we have recently completed school safety studies at other locations throughout the region such in Oak Park, Orland Hills, Glen Ellyn, and Chicago. Please refer to our qualifications for more information.

Following is a detailed scope for these services, a listing of proposed project staff, an estimated project schedule, and an estimate of fee. This project will be administered by the Village of Wheeling but local funding will be provided by both communities to supplement the County grant. Because the level of effort to complete the studies within each Village is different, this proposal breaks down costs attributable to each Village.

I. Scope of Services

Item 1 – Early Coordination and Project Set Up

- a. Prepare for and attend a kick-off meeting with Wheeling and Buffalo Grove staff.
- b. Obtain and review record information such as previous correspondence and studies for all twelve schools, roadway plans, and GIS data.
- c. Obtain aerial imagery of school sites from Cook County sources and set up CAD base file.

Item 2 – Crash Analysis

- a. Analyze crash history for $\frac{1}{4}$ mile surrounding all schools using the most recent five years of IDOT GIS crash data.
- b. Obtain and review police reports for all serious and fatal crashes as well as those involving people biking and walking.
- c. Prepare tables and charts as necessary to summarize crash trends.

Item 3 – Traffic Data Collection and Analysis

- a. Collect 24-hours of turning movement traffic count data at two locations to be determined at a later date. Counts will include pedestrian and bicycle data.
- b. Gather 24-hours of mid-block speed and volume data at up to six locations to be determined at a later date.
- c. Process and format traffic count data.

Item 4 – Field Observations

- a. Perform a minimum of one field check at each of the twelve schools during either the pick-up or drop periods. Observe and document vehicular circulation, pedestrian walking and bicycle routes, activity at crossing guard locations.

Item 5 – Infrastructure and Operations Documentation and Evaluation

- a. Document all existing school-related transportation infrastructure within ¼ mile of each school. Items to be documented include but are not limited to pedestrian and bicycle signage, pavement markings, ADA ramps, and flashing beacons.
- b. Prepare exhibits on aerial backgrounds to illustrate the existing conditions at each school.

Items 6 – Develop Recommendations and Exhibits (Tier 1 and Tier 2 Schools)

- a. Recommendations to improve safety and operations will be developed based on an analysis of the data, field observations, and review of the existing infrastructure. These recommendations will be coordinated with the Villages prior to proceeding with next steps.
- b. One exhibit will be prepared for each school on an aerial background to illustrate the recommendations surrounding the campus.

Item 7 – Infrastructure Concept Design and Exhibit Preparation (Tier 2 Schools Only)

- a. Concept-level design plans will be developed for infrastructure modifications proposed at the Tier 2 schools. To-scale drawings will be developed over an aerial background detailing proposed improvements. Typical improvements that would be designed could include but is not limited to crosswalk reconfigurations, pedestrian refuge islands, corner radius modifications, curb extensions, raised crosswalks, and lane restriping.

Item 8 – Cost Estimates (Tier 2 Schools Only)

- a. Programming-level construction and design engineering cost estimates will be developed for the infrastructure modifications proposed at the Tier 2 schools.

Item 9 – Technical Memorandum

- a. Prepare draft technical memorandums summarizing the results of the studies will be prepared and submitted separately to the Village of Buffalo Grove and the Village of Wheeling. These documents will recommend phasing plans for implementing the recommendations and listings of potential sources of funding. The memos will be submitted electronically in pdf format. This will include one revision and resubmittal of the memos based on comments from the Villages. This item includes time for graphics development and report formatting with publishing software.
- b. Prepare final technical memorandums will be written and submitted to the Village of Buffalo Grove and the Village of Wheeling.

Item 10 – Meetings, Coordination, and Stakeholder Involvement

- a. Local Stakeholder Meetings – Time is included to meet with various stakeholders in each community including school representatives and Village police departments.
- b. Agency Coordination – Meetings are anticipated with the Illinois Department of Transportation and the Cook County Department of Transportation and Highways to obtain feedback on designs proposed on state and county routes.
- c. Village Coordination – This item includes time for periodic check-in meetings with Village staff.

Item 11 – Project Administration and Supervision

- a. This item covers project setup, monthly invoicing, and internal coordination meetings.

II. Project Staff

Below is a list of our key staff members who will provide the engineering services.

Project Manager:	Steven A. Pautsch, P.E., PTOE
Senior Transportation Engineer:	Anmol Shrivastava, P.E., PTOE, RSP2I
Transportation Engineer:	Mark Shorey, RSP1
Transportation Planner:	Josie Willman
Director (QC/QA):	Michael J. Folkening, P.E., PTOE

III. Project Schedule

The timeline for completion of major project milestones is as follows:

- Complete traffic counts, crash analysis, and field observations – 2 months from NTP
- Submit draft recommendations to the Villages for review – 3 months from NTP
- Submit draft technical memorandums to the Villages for review – 5 months from NTP
- Submit final technical memorandums and complete project – 6 months from NTP

IV. Compensation

We propose to perform the work using a direct labor multiplier, with a not-to-exceed maximum. The not-to-exceed fee will include reimbursement of direct labor costs for the scope of services described above, overhead and indirect costs, fringe benefit and salary burden costs, plus profit. We will use a billing factor of 2.8. Direct expenses will be reimbursed at their actual cost. Please refer to the attached Cost Estimate of Consultant Services for a detailed breakdown by item.

Additional Work

During the course of this project, it may become necessary to perform additional services beyond the scope of this contract including but not limited to attendance at additional or extended-length meetings, additional traffic counts, additional traffic analyses, additional geometric analyses/plans, or additional plan, exhibit, and report revisions. If some of this work becomes necessary, the additional fee for extra work would be billed on a time-and-material basis. Billing rates are as follows:

Project Manager:	\$57.50/hour x 2.8 = \$161.00/hour
Senior Transportation Engineer:	\$45.50/hour x 2.8 = \$127.40/hour
Transportation Engineer:	\$40.50/hour x 2.8 = \$113.40/hour
Transportation Planner:	\$45.00/hour x 2.8 = \$126.00/hour
Director (QC/QA):	\$86.00/hour x 2.8 = \$183.40/hour

We thank you for the opportunity to submit this proposal, and look forward to working with you toward the successful completion of this project. Please contact me at (630) 735-3950 if you have any questions.

Very truly yours,



Steven A. Pautsch, P.E., PTOE
Project Manager
Civiltech Engineering, Inc.

Approved (Print Name): _____

Title: _____

Signature: _____

Date: _____



Traffic Engineering Services - School Studies

Chicago Department of Transportation



Scope of Services

- Traffic Engineering and Impact Studies
- Parking Studies
- Traffic Calming
- Safety Studies
- Pedestrian Studies
- Stakeholder Coordination
- Design of Pedestrian, Bicycle, and Transit Facilities

Construction Cost

NA

Funding

Local

Status

Ongoing

Client Contact

Malihe Samadi, P.E., PTOE
 Project Manager
 Chicago Department of Transportation
 Division of Project Development
 312.742.3847
 Malihe.Samadi@CityofChicago.org

Assisting CDOT with Full-time In-house Transportation Engineering Staff. Since 2005, Civiltech staff has assisted CDOT engineers with traffic studies, school circulation plans, and Complete Streets designs.

Civiltech provides in-house engineering staff to assist staff at the Chicago Department of Transportation with traffic, pedestrian, transit, and bicycle studies. One of the most prevalent requests from elected officials and other stakeholders is to improve safety and reduce congestion adjacent to schools. In a typical year, our staff assesses between five and ten school campuses. A typical project starts with a visit to the site during arrival and dismissal to observe pick-up and drop-off operations, noting the circulation of cars, as well as routes of people walking and biking to and from the school. As part of the study process, our staff frequently meets with stakeholders such as the school principal, staff, crossing guards, and the local alderman to listen to their concerns and to obtain a local perspective on the issues specific to each location. Subsequently, our staff develops recommendations to improve safety and circulation, working alongside city engineers to develop conceptual plans, cost estimates, and to identify funding for potential improvements. Some types of projects that result as outcomes from the studies are street direction conversions, modifications to intersection traffic control, parking alterations, pedestrian refuge islands, and countdown pedestrian signals.

Our engineers also assist the City by reviewing site plans, traffic impact studies, and pick-up/drop-off plans for new schools, submitted in preparation for Chicago Plan Commission meetings. These schools range from daycares, to elementary and high schools, to college campuses. Oftentimes, our staff is requested to support the Plan Commission proceedings by providing testimony or responding to questions from the Commissioners.

Finally, Civiltech's in-house engineering staff have been instrumental in helping develop departmental standards and policies, having led the development of CDOT's Street Planning and Design Guidelines which sets forth City standards for traffic control devices such as stop signs, crosswalks, and rectangular rapid flash beacons, while standardizing applications and describing design considerations for safety countermeasures such as bump-outs, speed humps, and pedestrian refuge islands.



Oak Park Traffic Calming and School Safety Plans

Village of Oak Park



Scope of Services

- Traffic Calming
- Traffic Engineering
- Crash Analysis
- Pedestrian Studies

Construction Cost

N/A

Funding

Local

Status

Ongoing

Client Contact

Bill McKenna, P.E.
 Village of Oak Park
 bmckenna@oak-park.us
 708.358.5722

Calming Traffic and Improving Safety throughout Oak Park.

Civiltech engineers work side-by-side with Village staff to collect traffic data and recommend traffic calming treatments to the Transportation Commission.

Civiltech traffic engineering staff works part-time in-house at the Village of Oak Park as an extension of the municipal staff. One major component of this project is management of the traffic calming petition process from initiation through completion. The process starts by reviewing applications for traffic calming devices on residential streets to ensure the petitions are valid. Then, mid-block and/or intersection speed, volume, and crash data is collected and reviewed. Recommendations for addressing neighborhood traffic speed and volume issues are proposed and a technical memorandum is written. Recommendations typically consist of measures such as curb extensions, chicanes, pinch points, signage, striping, and vehicular access limitations. Civiltech staff presents these recommendations to the Village's Transportation Commission for approval. This project involves close coordination with stakeholders including residents, Transportation Commission members, and Village staff to ensure a quick and seamless project delivery.

Another key part of this work consists of reviewing and recommending improvements to pick-up and drop-off procedures at the schools throughout Oak Park. Civiltech staff has met with each school to discuss challenges and opportunities to enhance safety and efficiency along the designated walking and biking routes during arrival and dismissal periods.



Park Boulevard/Sheehan Avenue Safety Study

Village of Glen Ellyn



Scope of Services

- Traffic Engineering
- Crash Analysis
- Pedestrian Studies

Construction Cost
N/A

Funding
Local

Status
Complete in 2022

Client Contact
Rich Daubert, P.E.
Village of Glen Ellyn
rdaubert@glenellyn.org
630.547.5507

Assessing Safety at a Signalized School Crossing. Civiltech performed a safety investigation and provided modification recommendations at the Park Boulevard and Sheehan Avenue intersection to enhance the safety of students crossing to and from Park View Elementary School.

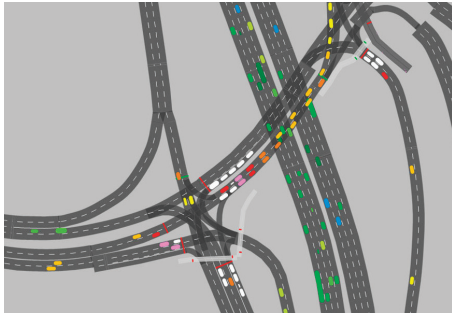
Glen Ellyn residents expressed safety-related concerns regarding children crossing the south leg of Park Boulevard. Because the east and west legs of the intersection are offset, the crosswalk on the south leg is displaced from the cross street, leading to an increased risk of conflicts between turning vehicles and pedestrians. Civiltech investigated the existing conditions, reviewed crash data, and developed a matrix assessing the advantages and disadvantages of various alternatives.

This intersection safety investigation found potential concerns related to drivers failing to yield to pedestrians possibly because of the excess speed of turning vehicles due to the displacement of the south leg crosswalk from the east approach. The primary recommendation was to implement a Leading Pedestrian Interval (LPI) to give pedestrians a head start crossing the intersection prior to vehicles receiving a green light. The standard pedestrian signal indications were also recommended to be upgraded to countdown pedestrian signals. The Village retained a contractor and implemented the study's recommendations, with the crossing improvement completed for the 2022/2023 school year.



Various Traffic Engineering Services

Cook County Department of Transportation and Highways



Scope of Services

- Traffic Projections
- Traffic Counts
- Capacity Analysis
- Crash Analysis
- Intersection Control Studies
- Speed Studies
- Alternative Analyses
- Conceptual Geometrics
- Intersection Design Studies
- Local Agency Coordination
- Permit Review Assistance
- Grant Application Preparation

Funding
County

Status
Ongoing

Client Contact
Brian Roberts, P.E., PTOE
Cook County Division of
Transportation & Highways
brian.roberts@cookcountyil.gov
312.603.1654

Providing On-Call Engineering Services. Since 2018, Civiltech has consulted on more than 90 different traffic and safety-related studies.

This contract requires our team to work quickly and responsively in order to meet client deadlines, often turning around assignments in less than two weeks' time. At any given time, several tasks are likely to be simultaneously ongoing, requiring constant communication with County staff to ensure our workload is prioritized according to their needs. These studies encompass a wide array of tasks including intersection control studies, speed studies/speed limit recommendations, signage plans, pedestrian studies, crash analyses, corridor studies, review of maintenance of traffic plans, traffic counts, and reviews of Traffic Impact Studies.

While smaller-scale traffic projects were a primary component of this contract, Civiltech also assisted the County with more substantial initiatives. These have included reviewing and updating the County's signage and pavement marking contract, developing a checklist for County staff to use when reviewing permit reviews and traffic impact studies, and preparing grants to secure funding.

In addition to the traffic assignments generated by this contract, Civiltech staff assisted the County with design work. Some of these tasks included preparing conceptual geometric plans, developing intersection design studies, and analyzing improvement alternatives.

Throughout the course of this project, Civiltech has partnered with the County to improve safety. The four projects on the following page describe some of the safety studies performed for Cook County.





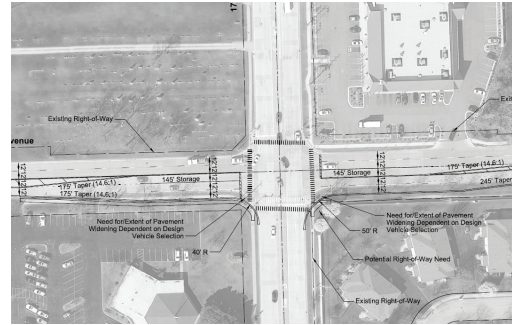
Various Traffic Engineering Services

Cook County Department of Transportation and Highways

Showcase Projects

171st Street & 84th Avenue Intersection Safety Study Village of Tinley Park

This study addressed concerns expressed to the County regarding excessive congestion along with frequency and severity of crashes at this signalized intersection. After an extensive analysis of crash and traffic volume data, four alternatives were identified that would improve the intersection through various combinations of modifications to traffic signal phasing, and widening the roadway or dropping a through lane to create space install left turn lanes. A detailed matrix comparing the advantages and disadvantages of each alternative was developed to aid Village and County staff in selecting an alternative.



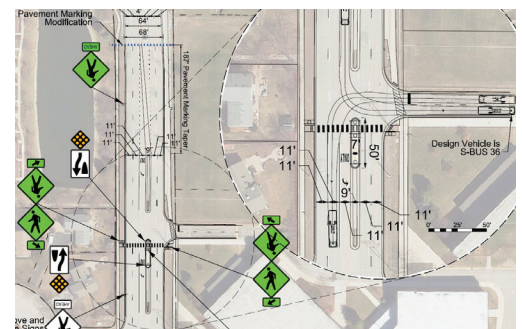
Central Avenue Safety Study, 95th Street to 111th Street Villages of Oak Lawn and Chicago Ridge

After a fatal pedestrian crash occurred near Richards High School in Oak Lawn, Cook County requested that Civiltech Engineering conduct a study to assess crash patterns or trends and recommend appropriate corrective safety measures for this two-mile long corridor. This study included collection of volume and speed data, field observations during school arrival and dismissal, crash data analysis, a speed study, and a gap study. The plan recommended changes to the speed limit, new crosswalks with pedestrian refuge islands, pedestrian countdown timers at signalized intersections, and modifications to the school crossing signage.



Buffalo Grove High School Pedestrian Safety Study Village of Buffalo Grove

In response to concerns expressed by the village and high school officials, Cook County asked Civiltech to evaluate safety at an existing mid-block crosswalk on Arlington Heights Road adjacent to Buffalo Grove High School. Although collection of traffic data was not feasible because all student instruction at the school was remote, Civiltech was able to gain insights into the issues by reviewing existing available data and discussing pick-up and drop-off procedures with school staff. Civiltech recommended relocating the existing mid-block crosswalk to align better with pedestrian desire lines and to facilitate the installation of a refuge island to allow pedestrians to cross the street in two stages.



94th Street & Central Avenue Intersection Control and Safety Study Village of Oak Lawn

The Village of Oak Lawn and Cook County asked Civiltech to recommend measures to improve safety of Oak Lawn High School students crossing Central Avenue at 94th Street. As part of this study, crash data, traffic counts, and speed data were collected and a capacity analysis was conducted to evaluate intersection performance. Short term recommendations included updating the signage to current MUTCD criteria and trimming trees to improve visibility. While changes to intersection control were not warranted, a long term plan was proposed to install a pedestrian refuge median in conjunction with Rectangular Rapid Flashing Beacons (RRFBs) to enhance safety of pedestrians crossing Central Avenue.





Steve Pautsch, P.E., PTOE

Project Manager



Expertise

- Traffic Engineering and Impact Studies
- Pedestrian Studies
- Bicycle Studies
- Traffic Signal and Signal System Design
- Intersection Design Studies
- School Studies
- Parking Studies
- Traffic Calming
- Intelligent Transportation System Design

Education

B.S. Civil Engineering, 2001
Valparaiso University

Professional Registrations

Professional Engineer - Illinois; 062-058388
Professional Traffic Operations Engineer -
National Certification; 2020

Certifications

Traffic Signal Workshop, 2002
Northwestern University Center
for Public Safety
Traffic Signal Seminar,
CECI/IDOT, 2002

Professional Organizations

Institute of Transportation Engineers

Steve has been employed with Civiltech since June 2001. For over 13 years, he was a full-time consultant to the Chicago Department of Transportation, providing expert traffic engineering assistance, consultation, design, and review services in the development and design of auto, bicycle, pedestrian, and transit infrastructure improvements. His responsibilities at CDOT included conducting various types of traffic studies and presenting results to city staff and elected officials, reviewing plans and studies submitted to the department, designing pedestrian and bicycle infrastructure improvements, testifying at Plan Commission and other public meetings, and assisting with the development of department standards and policies. In 2019, he returned to Civiltech's Itasca office to serve as a Project Manager, specializing in Traffic, Bicycle, and Pedestrian Studies. Steve also has expertise in traffic signal, signal system, and Intelligent Transportation Systems design projects.

Representative Projects

Bicycle and Pedestrian Facility Studies

- Bicycle and Pedestrian Improvement Plan;** City of St. Charles
- Crosswalk Safety Enhancements at Milwaukee Ave. & Maple Ave.;** Village of Libertyville; \$250,000
- Old Plank Road Trail Extension Feasibility Study;** Village of Sauk Village
- Church Street Pedestrian and Bicycle Improvements;** City of Evanston; \$3.0 million
- Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/ Intersection Improvements;** City of Aurora; \$250,000
- Chicago Avenue, Latrobe Avenue to Kedzie Avenue HSIP;** Chicago Department of Transportation; \$2.9 million
- Buffalo Grove High School Pedestrian Facilities;** Cook County Department of Transportation and Highways; \$100,000
- Broadway Foster Avenue to Devon Avenue;** City of Chicago; Chicago Department of Transportation; \$8.5 million
- Elmhurst Bicycle and Pedestrian Improvements Project;** City of Elmhurst; \$250,000
- Riverside Avenue Design Plans;** City of St. Charles; \$100,000

Traffic Engineering, Safety and Pedestrian Studies

- Traffic Calming Petitions & School Safety Plans;** Village of Oak Park
- 94th Avenue and 159th Street Traffic Safety Study;** Village of Orland Park
- Fulton Market Traffic Study;** Chicago Department of Transportation
- Central Avenue Safety Study;** Cook County Department of Transportation and Highways
- Greggs Parkway & Huntington Drive;** Village of Vernon Hills
- Traffic Engineering Services;** Chicago Department of Transportation
- Cook County On-Call Traffic Engineering Services;** Cook County Department of Transportation and Highways
- Elmhurst City Centre Traffic Review;** City of Elmhurst
- Vernon Hills Traffic Engineering Services;** Village of Vernon Hills
- Various Traffic Studies;** Village of Libertyville



Steve Pautsch, P.E., PTOE

Project Manager

Representative Projects (Continued)

Traffic Engineering, Safety and Pedestrian Studies (Continued)

Traffic Engineering Services; City of Highland Park

Western Court Traffic Study; Village of Lisle

Northern Terminus Traffic Study; Chicago Department of Transportation

Bicycle Planning

Elmhurst Bicycle & Pedestrian Plan Update; City of Elmhurst

Libertyville Village Bicycle Plan; Village of Libertyville

Bicycle and Pedestrian Improvement Plan; City of St. Charles

Traffic Signal and Signal System Design

Project Development Report; Lake Street/Springfield Drive; Villages of Bloomingdale and Roselle

Biesterfield Road and Leicester Road Intersection Realignment and Widening; Village of Elk Grove Village; (Roadway and Highway Design); \$1.0 million

Flashing Beacon Installation, Wolf Road/Forest Avenue; City of Des Plaines

Emergency Vehicle Preemption System Improvements (68 Intersections); City of Joliet

Traffic Signal Modernizations, Signal Timing Optimization, Fairview Ave; Village of Downers Grove (7 Signal Fiber Optic Interconnect)

Temporary and Permanent Traffic Signal Installation and Interconnect with Autoscope Vehicle Detection, Washington Street, U.S. 45 to Hunt Club; Lake County Division of Transportation

Traffic Signal Installation, Washington Street, IL Route 83 to U.S. Route 45; Lake County Division of Transportation, (3 Signal Fiber Optic Interconnects)

Traffic Signal Modernization, 63rd Street; Chicago Department of Transportation

Traffic Signal Design, Big Hollow Road at U.S. 12 Frontage Road; Village of Fox Lake

District 1 Miscellaneous Traffic Signal Designs; Illinois Department of Transportation - Division of Highways

Naperville Road/Warrenville Road Traffic Signal Improvement; DuPage County Division of Transportation

Emergency Vehicle Preemption System Improvements (10 intersections); City of Des Plaines

Emergency Vehicle Preemption System Improvements (68 intersections); City of Joliet

Emergency Vehicle Preemption System Improvements (18 intersections); City of Elgin Fire Department

Grant Writing

On-Call Grant Writing Services; Chicago Department of Transportation

Highway Safety Improvement Applications; Cook County Division of Transportation and Highways

Lisle North Connector Bike Path ITEP Application; Village of Lisle

159th Street and 94th Avenue HSIP Application; Village of Orland Park



Expertise

- Traffic Modeling and Simulation
- Traffic Engineering and Impact Studies
- Traffic Signal and Signal System Design
- Capacity Analysis
- Traffic Signal Timing Analysis and Optimization
- Crash Analysis
- Safety Studies

Education

- B.S. Civil Engineering, 2014
University of Illinois at Urbana-Champaign
- M.S. Civil Engineering, 2015
University of Illinois at Urbana-Champaign

Professional Registrations

- Professional Engineer - Illinois; 062-071022
- Professional Engineer - Michigan; 6201067393
- Professional Traffic Operations Engineer - National Certification; 4647

Professional Organizations

- Institute of Transportation Engineers
- American Society of Civil Engineers

Anmol has been working in the field of transportation since 2015. He has been employed at Civiltech since September 2018 as a traffic engineer. He works in the Urban Design & Traffic department helping with traffic modeling-simulation, capacity analysis, crash analysis, safety studies, traffic signal timing, traffic signal design, and warrant analysis. Prior to Civiltech, he worked in Michigan for three years on a variety of transportation projects. The majority of his work involved traffic impact studies, signal warrant analysis, design of municipal roadway projects, and construction administration.

Representative Projects

Traffic Modeling and Simulation

- Main Street Improvements; Village of Lombard - Public Works; \$2.4 million
- Park/Pierce/Devon Synchro (Village of Itasca); Robinson Engineering, Ltd.
- Darrell Road Phase I Study; Lake County Division of Transportation
- Finley Road/Belmont Road/Ogden Avenue/Cross Street; DuPage County Division of Transportation

Traffic Engineering and Impact Studies

- Elmhurst City Traffic Centre Traffic Review; City of Elmhurst
- Weiland Road Improvements (Lake County Road to IL Route 22); Lake County Division of Transportation
- Various Traffic Engineering Services; City of Highland Park
- Indian Lakes Redevelopment TIS Review; Village of Bloomingdale
- Vernon Hills Traffic Engineering Services; Village of Vernon Hills
- Village of Huntley Traffic Services; Village of Huntley

Traffic Signal and Signal System Design

- Shoe Factory Road - Design; Village of Hoffman Estates; \$11.5 million
- North York Road/Harger Road Intersection Improvement Phase I and Phase II; Village of Oak Brook
- Main Street Improvements; Village of Lombard - Public Works; \$2.4 million

Capacity Analysis

- Biesterfield Road at I-290 Feasibility Study; Village of Elk Grove Village
- Weiland Road Improvements (Lake County Road to IL Route 22); Lake County Division of Transportation
- Cook County On-Call Traffic Engineering Services; Cook County Department of Transportation and Highways
- North York Street Sidewalk Phase I Study; City of Elmhurst
- Central Business District (CBD) Streetscape and Utility Improvements; Village of Glen Ellyn



Anmol Shrivastava, P.E., PTOE, RSP2I

Engineer IV

Representative Projects (Continued)

Traffic Signal Timing Analysis and Optimization

CDOT Program Manager Consultant; City of Chicago

Crash Analysis

Weiland Road Improvements (Lake County Road to IL Route 22); Lake County Division of Transportation

Cook County On-Call Traffic Engineering Services; Cook County Department of Transportation and Highways

Safety Studies

Weiland Road Improvements (Lake County Road to IL Route 22); Lake County Division of Transportation

Cook County On-Call Traffic Engineering Services; Cook County Department of Transportation and Highways

As an Engineer at a previous place of employment, Anmol has worked on the following projects:

Traffic Engineering and Impact Studies

Traffic Impact Analysis; City of Goshen, Indiana

Municipal Roadway Design

2018 Portage Local Streets; City of Portage, Michigan

Construction Administration

2017 Portage Local Streets; City of Portage, Michigan



Josie Willman

Transportation Planner III



Expertise

- Transportation Planning
- Data Visualization
- Bicycle & Pedestrian Studies
- Freight Studies
- Transit Planning
- Geographic Information Systems
- Crash Analysis
- Statistical Analysis
- Technical Writing
- Data Science

Education

- Master of Urban Planning, 2019
University of Wisconsin - Milwaukee
- BS Business Administration, 2015
The Ohio State University

Technical Skills

- Adobe InDesign, Illustrator, and Photoshop
- ESRI ArcMap and ArcPro
- QGIS
- Engagement Tools: Squarespace, Survey Monkey, Wikimap, Social Pinpoint

Published Articles

- “Move Closer and Get Active: How to Make Urban University Commutes more Satisfying”
Josie Willman and Robert J Schneider
Transportation Research Part F: Traffic Psychology and Behavior, Volume 60, 462-473, 2019.
(<https://doi.org/10.1016/j.trf.2018.11.001>)
- “Linking Police and EMS Records: An Approach to Strengthen Bicyclist Injury Reporting”
Josie Willman, Robert J Schneider, Stephen Hargarten
Transportation Research Record: Journal of the Transportation Research Board, 2023.
(<https://doi.org/10.1177/03611981221151073>)

As member of our planning team, Josie brings the ability to balance her technical and creative proficiencies to provide data analytics, GIS, and visual/infographic support to planning and engineering projects at Civiltech. She leverages these expertise to create visual representations that enhance understanding and communication of complex transportation planning or engineering concepts. She has also conducted research on developing strategies to encourage walking and bicycling as viable commute options to universities and understanding the value of linking police-reported crash data with emergency medical services (EMS) data to tackle the issue of underreported bicyclist injuries in police crash databases.

Representative Projects

Transportation Planning

- Will County Long Range Transportation Plan;** Will County
- Highland Park Transit Study;** City of Highland Park
- Fulton Market Area Traffic Study;** City of Chicago
- Cicero Avenue Corridor Study;** Chicago Department of Transportation and Department of Planning and Development
- North DuSable Lake Shore Drive Phase I Study;** Chicago Department of Transportation
- Cook County Transit Plan;** Cook County Department of Transportation and Highways (sub-consultant to Nelson Nygaard)
- Homewood Transit-Oriented Development Study;** Village of Homewood (sub-consultant to Muse Community + Design)

Crash Analysis

- Multimodal Crash Study;** Chicago Department of Transportation

Bicycle and Pedestrian Planning

- Oak Brook Shared-Use Path and Bike Route Master Plan;** Village of Oak Brook
- Arterial Bike Network Study;** Village of Mount Prospect
- Des Plaines River Trail Central Feasibility Study;** Active Transportation Alliance
- St. Charles Bicycle and Pedestrian Improvement Plan;** City of St. Charles
- Libertyville Village Bicycle Plan;** Village of Libertyville
- Elmhurst Bicycle & Pedestrian Plan Update;** City of Elmhurst
- Old Plank Road Trail Extension Feasibility Study;** Village of Sauk Village
- Master Bike and Active Transportation Plan Implementation;** Village of Wilmette

Freight Planning

- CMAP Freight Studies: Will County Truck Routing and Communities Study and Will County Freight Transportation and Land Use Strategy;** Chicago Metropolitan Agency for Planning
- South Cook County Truck Routing & Communities Study;** Chicago Metropolitan Agency for Planning



Mark Shorey, RSP1

Engineer III



Expertise

- Traffing Engineering and Impact Studies
- Complete Streets
- Transportation Planning
- Crash Analysis
- Bicycle Pedestrian Studies
- Public Outreach Meetings
- Roadway and Highway Design

Education

B.S. Civil Engineering, 2021
University of Colorado Boulder

Professional Registrations

Road Safety Professional 1; 1348

Professional Organizations

Institute of Transportation Engineers
Young Professionals in Transportation (Chicago Chapter); Vice Chair for Administration

Mark joined Civiltech in July 2023. He works within both Traffic Engineering and Transportation Planning. His experience includes work in traffic impact studies, traffic modeling, transit feasibility studies, Complete Streets design, and public outreach.

Representative Projects

Traffic Engineering, Safety and Pedestrian Studies

In-House Traffic Engineering Services; Chicago Department of Transportation
Cook County On-Call Traffic Engineering Services; Cook County Department of Transportation

Libertyville Metra Lot Shared Parking Study; Village of Libertyville

Fulton Market Traffic Study; Chicago Department of Transportation

Riverside Avenue Design Plans; City of St. Charles

Truck Route and Overweight/Oversized Permit Fee Study; Village of Orland Park

Traffic Study Review; City of Elmhurst

Bicycle and Pedestrian Facility Studies

Libertyville Bike Plan Implementation Study; Village of Libertyville

Master Bike and Active Transportation Plan Implementation Study; Village of Wilmette

Bicycle and Pedestrian Improvement Plan; City of St. Charles

Arterial Bike Network Study; Village of Mount Prospect

Wilmette Master Active Transportation Plan Implementation; Village of Wilmette

Roadway and Highway Design

Green Bay Road Resurfacing and Streetscape Improvements Phase I; Village of Wilmette

IL Route 7 & IL Route 171 Design Study; City of Lockport



Mike Folkening, P.E., PTOE

Director of Urban Design & Traffic



Expertise

- Transportation Planning
- Roadway Design
- Street Rehabilitation and Reconstruction
- Bikeway and Pedestrian Facility Design
- Stakeholder Coordination and Public Involvement
- Preparation of Contract Plans, Specifications and Estimates

Education

B.S Civil Engineering, 1995
Valparaiso University

Professional Registrations

Professional Engineer - Illinois; 062-054315
 Professional Engineer - Wisconsin; 47618-6
 Professional Traffic Operations Engineer -
 National Certification; 2483

Certifications

Think Bike Chicago Workshop – Dutch Cycling
 Embassy, September 2013
 Sustainable Streets for Chicago, June 2009
 Designing Streets for Pedestrian Safety,
 November 2007
 Context Sensitive Solutions for Local Agencies,
 October 2006

Professional Organizations

Institute of Transportation Engineers
 Lambda Alpha International – Ely Chapter

Mike has been providing civil, transportation, and urban design consulting services since 1995. His experience includes the design of roadways, streetscapes, on-street bicycle facilities, multi-use paths and trails, and other recreational facilities. Mike specializes in transportation projects within highly urbanized areas with high level pedestrian, bicycle, and transit accommodations. He is passionate about providing a Complete Streets approach to ensure the safety of all modes of transportation while respecting vehicular mobility and promoting commercial activity. Mike leads the Urban Design & Traffic department which also includes Civiltech’s transportation planning and landscape architecture services.

Representative Projects

Transportation Planning

- Ogden Avenue Corridor Improvements;** Chicago Department of Transportation
- Cook County Transit Study;** Cook County Department of Transportation and Highways (sub-consultant to Nelson Nygaard)
- Joliet ADA Transition Plan;** City of Joliet
- Will County Long Range Transportation Plan;** Will County
- Cicero Avenue Corridor Study;** Chicago Department of Transportation and Department of Planning and Development

- North DuSable Lake Shore Drive Phase I Study;** Chicago Department of Transportation
- Homewood Transit-Oriented Development Study;** Village of Homewood (sub-consultant to Muse Community + Design)
- NATO Street Closure Permit Plan;** Chicago Department of Transportation
- Grade Separation Budgetary Cost;** Illinois Department of Transportation - CREATE
- Pavement Marking Record Plans;** Chicago Department of Transportation

Bikeway and Pedestrian Facility Studies

- Bicycle and Pedestrian Improvement Plan;** City of St. Charles
- Libertyville Village Bicycle Plan;** Village of Libertyville
- Old Plank Road Trail Extension Feasibility Study;** Village of Sauk Village
- Church Street Pedestrian and Bicycle Improvements;** City of Evanston; \$3.0 million
- Chicago Avenue, Latrobe Avenue to Kedzie Avenue HSIP;** Chicago Department of Transportation; \$2.9 million
- Broadway Foster Avenue to Devon Avenue;** Chicago Department of Transportation; \$8.5 million
- Elmhurst Bicycle and Pedestrian Improvements Project;** City of Elmhurst; \$250,000
- Des Plaines River Trail Central Feasibility Study;** Active Transportation Alliance
- Master Bike and Active Transportation Plan;** Village of Wilmette
- Arterial Bike Network Study;** Village of Mount Prospect
- Oak Brook Multi-Use Path and Bike Route Master Plan;** Village of Oak Brook
- Central Business District Streetscape and Utility Improvements;** Village of Glen Ellyn; \$20.0 million



Mike Folkening, P.E., PTOE

Director of Urban Design & Traffic

Representative Projects (Continued)

Bikeway and Pedestrian Facility Studies (Continued)

Master Bike and Active Transportation Plan; Village of Wilmette

Vision Zero: Year One High Crash Corridor Improvements; Chicago Department of Transportation

Northcenter Town Square; Chicago Department of Transportation; \$1.0 million

Chicago Streets for Cycling Phase IV, Project 3 – Phase I and II; Chicago Department of Transportation; \$3.0 million

Lincoln Village Pedestrian and Bicycle Bridge – Phase I and II; Chicago Department of Transportation; \$2.0 million

Traffic Modeling and Simulation

North DuSable Lake Shore Drive Phase I Study; Chicago Department of Transportation/Illinois Department of Transportation

ISW North Lawndale: Ogden Ave; Pulaski to Roosevelt Corridor Improvements; City of Chicago

Belmont Avenue, Milwaukee Avenue to Western Avenue; City of Chicago

Morton Arboretum Access Study; The Morton Arboretum

Jackson Park Improvements/Obama Presidential Center; Chicago Department of Transportation

Stony Island Avenue Cycle Track; Chicago Department of Transportation

Traffic Engineering, Safety and Pedestrian Studies

Northern Terminus Traffic Study; Chicago Department of Transportation

School Safety Studies
Villages of Wheeling and Buffalo Grove

COST ESTIMATE OF CONSULTANT SERVICES

Task	Personnel & Hours											Total Hours	% of Hours	Labor Cost	
	Village of Buffalo Grove						Village of Wheeling								
	Director QC/QA	Project Manager	Senior Trans. Engineer	Transp. Engineer	Transp. Planner	Subtotal Hours	Director QC/QA	Project Manager	Senior Trans. Engineer	Transp. Engineer	Transp. Planner				Subtotal Hours
\$86.00	\$62.25	\$51.00	\$40.50	\$45.00		\$86.00	\$62.25	\$51.00	\$40.50	\$45.00					
1 Early Coordination and Project Set Up	2	4	5	9	-	20	2	4	5	9	-	20	40	3.1%	\$ 2,081
2 Crash Analysis	-	2	8	20	4	30	-	2	12	44	4	58	88	6.8%	\$ 3,861
3 Traffic Data Collection and Analysis	-	-	-	18	-	18	-	-	-	26	-	26	44	3.4%	\$ 1,782
4 Field Observations	-	1	2	24	-	27	-	2	4	64	-	70	97	7.5%	\$ 4,057
5 Infrastructure and Operations Documentation and Evaluation	2	6	12	40	8	60	4	16	32	112	16	164	224	17.3%	\$ 10,286
6 Develop Recommendations and Exhibits	2	8	17	40	8	67	4	11	30	88	16	133	200	15.4%	\$ 9,280
7 Infrastructure Concept Design and Exhibit Preparation	-	-	2	30	30	32	4	8	24	72	-	108	140	10.8%	\$ 6,299
8 Cost Estimates	-	2	4	28	28	34	4	4	12	40	-	60	94	7.2%	\$ 4,288
9 Technical Memorandum	3	9	26	24	14	62	3	22	47	48	22	120	182	14.0%	\$ 9,085
10 Meetings, Coordination, and Stakeholder Involvement	2	36	36	-	-	74	2	36	36	-	-	74	148	11.4%	\$ 8,498
11 Project Administration and Supervision	2	14	-	-	-	16	4	20	-	-	-	24	40	3.1%	\$ 2,633
Sub-Total	13	82	112	233	92	440	27	125	202	503	58	857	1,297		
% of Hours	1.0%	6.3%	8.6%	18.0%	7.1%	33.9%	2.1%	9.6%	15.6%	38.8%	4.5%	66.1%		100%	
Total Labor Cost	\$1,118	\$5,105	\$5,712	\$9,437	\$4,140	\$21,371	\$2,322	\$7,781	\$10,302	\$20,372	\$2,610	\$40,777			\$62,148
Multiplier*	2.80					\$59,839						\$114,175			\$174,014
Direct Costs						\$213						\$297			\$510
Subtotal Buffalo Grove Cost						\$60,052	Subtotal Wheeling Cost						\$114,472	Total Cost	\$174,524

* Multiplier includes Overhead and Profit

School Safety Studies
Villages of Wheeling and Buffalo Grove

WORKHOUR ESTIMATE

Item No.	Task	Personnel & Hours (Buffalo Grove)						Personnel & Hours (Wheeling)						Total Hours	% of Hours
		Director QC/QA	Project Manager	Senior Trans. Engineer	Transp. Engineer	Transp. Planner	Subtotal Hours	Director QC/QA	Project Manager	Senior Trans. Engineer	Transp. Engineer	Transp. Planner	Subtotal Hours		
1	Early Coordination and Project Set Up														
A.	Preparation for and attendance at kick-off meeting	2	2	2	2		8	2	2	2	2		8	16	40.0%
B.	Collect and review record information		1	2	3		6		1	2	3		6	12	30.0%
C.	Obtain aerial imagery		1	1	4		6		1	1	4		6	12	30.0%
	Sub-total Item 1	2	4	5	9	0	20	2	4	5	9	0	20	40	100.0%
2	Crash Analysis														
A.	Analyze 5 years of crash data		1	4	5		10		1	6	12		19	29	30.2%
B.	Obtain and review police crash reports			2	5		7			2	12		14	21	21.9%
C.	Prepare charts and tables to summarize crash trends		1	2	10	4	17		1	4	20	4	29	46	47.9%
	Sub-total Item 2	0	2	8	20	4	34	0	2	12	44	4	62	96	100.0%
3	Traffic Data Collection and Analysis														
A.	Collect 24-hours of turning movement traffic count data at two locations to be determined				10		10				10		10	20	45.5%
B.	Gather 24-hours of mid-block speed and volume data at six locations				6		6				12		12	18	40.9%
C.	Process and format traffic count data				2		2				4		4	6	13.6%
	Sub-total Item 3	0	0	0	18	0	18	0	0	0	26	0	26	44	100.0%
4	Field Observations														
A.	Perform one field check at each of the 12 schools		1	2	24		27		2	4	64		70	97	100.0%
	Sub-total Item 4	0	1	2	24	0	27	0	2	4	64	0	70	97	100.0%
5	Infrastructure and Operations Documentation and Evaluation														
A.	Document existing school-related transportation infrastructure	1	3	6	20		30	2	8	16	56		82	112	45.2%
B.	Prepare exhibits on aerial backgrounds to illustrate existing conditions	1	3	6	20	8	38	2	8	16	56	16	98	136	54.8%
	Sub-total Item 5	2	6	12	40	8	68	4	16	32	112	16	180	248	100.0%
6	Develop Recommendations and Exhibits														
A.	Develop recommendations to improve safety and operations	1	6	12	20	8	47	2	8	20	44	16	90	137	61.2%
B.	Prepare exhibits on aerial backgrounds to illustrate proposed recommendations	1	2	5	20		28	2	3	10	44		59	87	38.8%
	Sub-total Item 6	2	8	17	40	8	75	4	11	30	88	16	149	224	100.0%
7	Infrastructure Concept Design and Exhibit Preparation														
A.	Develop concept-level design plans for proposed infrastructure improvements			2	40		42	4	8	24	72		108	150	100.0%
	Sub-total Item 7	0	0	2	30	0	42	4	8	24	72	0	108	150	100.0%
8	Cost Estimates														
A.	Develop programming-level design and construction cost estimates		2	4	28		34	4	4	12	40		60	94	100.0%
	Sub-total Item 8	0	2	4	28	0	34	4	4	12	40	0	60	94	100.0%
9	Technical Memorandum														
A.	Prepare draft technical memorandums for Buffalo Grove and Wheeling	2	6	22	20	8	58	2	16	40	40	16	114	172	78.9%
B.	Prepare final technical memorandums for Buffalo Grove and Wheeling	1	3	4	4	6	18	1	6	7	8	6	28	46	21.1%
	Sub-total Item 9	3	9	26	24	14	76	3	22	47	48	22	142	218	100.0%
10	Meetings, Coordination, and Stakeholder Involvement														
A.	Local stakeholder meetings		12	12			24		12	12			24	48	32.4%
B.	Agency coordination		12	12			24		12	12			24	48	32.4%
C.	Village coordination	2	12	12			26	2	12	12			26	52	35.1%
	Sub-total Item 10	2	36	36	0	0	74	2	36	36	0	0	74	148	100.0%
11	Project Administration and Supervision														
A.	Project setup, monthly invoicing, internal coordination meetings	2	14				16	4	20				24	40	100.0%
	Sub-total Item 11	2	14	0	0	0	16	4	20	0	0	0	24	40	100.0%
	Total Hours:	13	82	112	233	34	440	27	125	202	503	58	857	1297	
	% of Hours:	1.0%	6.3%	8.6%	18.0%	2.6%	33.9%	2.1%	9.6%	15.6%	38.8%	4.5%	66.1%		

**School Safety Studies
Villages of Wheeling and Buffalo Grove**

DIRECT COSTS SERVICES

				Direct Cost (Buffalo Grove)
Item 3 Traffic Data Collection and Analysis				
Miovision Processing				
1	Intersection	@4 hrs	@27.03/hr	\$108.12
Mileage				
1	Trip @	30 miles @	\$0.700	\$21.00
Item 4 Field Observations				
Mileage				
4	Trips @	30 miles @	\$0.700	\$84.00
SUBTOTAL:				\$213.12

				Direct Cost (Wheeling)
Item 3 Traffic Data Collection and Analysis				
Miovision Processing				
1	Intersections	@4 hrs	@27.03/hr	\$108.12
Mileage				
1	Trips @	30 miles @	\$0.700	\$21.00
Item 4 Field Observations				
Mileage				
8	Trips @	30 miles @	\$0.700	\$168.00
SUBTOTAL:				\$297.12

Total Direct Costs \$510.24



MEMORANDUM

DATE: January 5, 2026
FROM: Shari Huizar, Social Services Manager
SUBJECT: Resolution Authorizing the Acceptance of an Illinois Criminal Justice Information Authority / Victims of Crime Act (VOCA) Grant Award for the Positions of Two Police Social Workers
DOLLAR AMOUNT: \$83,194
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

Staff recommends approval of the 2026 Victims of Crime Act (VOCA) grant agreement with the Illinois Criminal Justice Information Authority for a period of one year, from January 1, 2026 through December 31, 2026. This grant provides 80% federal funding in the amount of \$200,000, with a local match of \$83,194, and will fund two Police Social Worker positions in the Social Services Division of the Wheeling Police Department. This is the 23rd year funded with Victim Of Crime Act funds.

MEMO

Funding through the Victim of Crime Act (VOCA) has provided the opportunity for the Village of Wheeling to offer comprehensive services to victims of crime and their families. The Victim Services Coordinator provides needed services such as the coordination and delivery of police-related victim services, including court-related advocacy, support services, information and referral services, obtaining orders of protection, follow-up with contacts, and crisis counseling services. Annually on average the Police Social Workers provide more than 515 hours of court advocacy to Wheeling’s victims of crime. Since 2003 and the beginning of the VOCA funding, the program has served approximately 6,000 victims of crime and their families. This funding has helped these victims of crime through the court process and on to recovery.

The acceptance of this grant will provide 80% federal funding for the initiatives specified in the grant proposal for the amount of \$200,000 with a local match of \$83,194. Village funds are budgeted to complete the costs. This grant was originally administered in a three-year/three-grant cycle and a three-year/two-grant cycle. This current grant is for one year of funding. At the end of this funding year, the Village may have the opportunity to apply again for this funding.

RESOLUTION NO. 26- _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY / VICTIMS OF CRIME ACT (VOCA) GRANT AWARD FOR THE POSITIONS OF TWO POLICE SOCIAL WORKERS

WHEREAS, the Wheeling Police Department had applied and been approved for an Illinois Criminal Justice Authority (ICJIA) Victims of Crime Act (VOCA) Grant for the purpose of continuing to employ two Police Social Workers; and

WHEREAS, the President and Board of Trustees have determined it is in the best interest of the Village of Wheeling to accept the grant for the continuation of two Police Social Workers with the requisite project expenses; and

WHEREAS, the acceptance of the grant provides eighty percent federal funding for the initiatives specified in the grant proposal in the amount of \$200,000, with 20% local matching funds and overmatch of \$83,194; and

WHEREAS, the Police Social Workers will be utilized to continue the Victim Assistance Program consistent with the Wheeling Police Department Division of Social Services victim services efforts;

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 authorizes the Village Manager and the Chief of Police to accept the grant award for two Police Social Workers and to execute all documents necessary to implement the grant.

Trustee _____ moved, second by Trustee _____
that Resolution No. 26- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 5th day of January, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

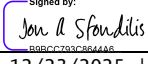
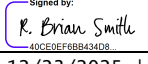
Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk

Uniform Application for State Grant Assistance		Updated by ICJIA
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-1745
6.	CSFA Title	Victims of Crime Act (VOCA)
Grant specific information (if applicable) **		
7.	Agreement Number	223555
8.	Previous Agreement Numbers	N/A
Catalog of Federal Domestic Assistance (CFDA) <input type="checkbox"/> Not applicable (No federal funding)		
9.	CFDA Number	16.575
10.	CFDA Title	Victims of Crime Act (VOCA)
11.	CFDA Number	
12.	CFDA Title	
Federal Fund Information <input type="checkbox"/> Not applicable (No federal funding)		
13.	Federal Award ID Number	15POVC-23-GG-00418-ASSI
14.	Federal Award Date	August 23, 2023
15.	Amount Obligated by this action	\$1,587,306
16.	Total Amount of the Federal Award	\$47,420,785
Funding Opportunity Information		
17.	Funding Opportunity Number	1745-0701
18.	Funding Opportunity Title	VOCA – Law Enforcement/Prosecution-Based Assistance
19.	Funding Opportunity Program Field	
Competition Identification <input type="checkbox"/> Not Applicable		
20.	Competition Identification Number	
21.	Competition Identification Title	

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	(Name used for SAM.gov registration and grantee pre-qualification.) Village of Wheeling
23.	Common Name (DBA)	
24.	Employer / Taxpayer ID Number (EIN, TIN)	366006156
25.	Vendor ID, if different than above	
26.	Organizational UEI number	ZAYMEKBAEDR2
27.	SAM expiration date	5/13/2026
28.	SAM Cage Code	5E7K5
29.	Business Address	Street address: 2 Community Boulevard City: Wheeling State: IL County: Cook Zip + 4: 60090-2676
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Shari
31.	Last Name	Matthews Huizar
32.	Suffix	
33.	Title	Social Services Manager
34.	Telephone Number	847-459-2672
35.	Fax Number	847-520-2024
36.	Email address	shuizar@wheelingil.gov
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Joanna
38.	Last Name	Skupien
39.	Suffix	
40.	Title	Assistant Finance Director
41.	Telephone Number	847-499-9021
42.	Fax Number	
43.	Email address	jskupien@wheelingil.gov
Program Agency Information (If different from Implementing Agency.)**		
44.	Legal Name	(Name used for SAM.gov registration.)
45.	Organizational UEI number	
46.	SAM expiration date	
47.	SAM Cage Code	
48.	Business Address	Street address: City: State: County: Zip + 4:
Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	

50.	Last Name	
51.	Suffix	
52.	Title	
53.	Telephone Number	
54.	Fax Number	
55.	Email address	
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	(If program is not state-wide, list each county. If not serving the entire county, also list the municipalities served within the county. If Chicago is included, list the neighborhoods served within Chicago if services are not provided throughout the entire city.) Wheeling, Cook County, Illinois
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 10 State Senate District: 30 State Representative District: 59
58.	Primary Area of Performance	(This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided but please list city, state, and nine digit zip code.) Wheeling, IL 60090-2676
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 10 State Senate District: 30 State Representative District: 59
Applicant's Project**		
60.	Description Title of Applicant's Project	(Text only for the program title as listed on the Attachment A.) VOCA Law Enforcement/Prosecution-Based Assistance
61.	Proposed Project Term	Start Date: 01/01/2026 End Date: 12/31/2026
62.	Estimated Funding (include all that apply)	<input type="checkbox"/> Designated/Awarded Amount, if known: \$200,000 <input type="checkbox"/> Budgeted/Requested Amount: \$200,000 <input type="checkbox"/> Match: \$50,000 <input type="checkbox"/> Overmatch: \$33,194 <input type="checkbox"/> Program Income: \$ <div style="text-align: right;">Total Amount: \$283,194</div> Indirect cost rate: ____0%
<p>Applicant Certification:</p> <p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input checked="" type="checkbox"/> I agree</p>		

Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Jon
64.	Last Name	Sfondilis
65.	Title	Village Manager
66.	Telephone Number	847-499-9090
67.	Fax Number	
68.	Email address	jsfondilis@wheelingil.gov
69.	Signature of Authorized Representative	 <small>Signed by: BBCC20908644A8</small>
70.	Date Signed	12/23/2025 7:40:17 AM CST
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	R. Brian
72.	Last Name	Smith
73.	Title	Director of Finance
74.	Telephone Number	847-499-9020
75.	Fax Number	
76.	Email address	bsmith@wheelingil.gov
77.	Signature of Authorized Representative	 <small>Signed by: 40CE0EF68B434D8</small>
78.	Date Signed	12/23/2025 9:07:15 AM CST
Program Agency Authorized Official		
79.	First Name	Shari
80.	Last Name	Matthews Huizar
81.	Title	Social Service Manager
82.	Telephone Number	847-459-2672
83.	Fax Number	847-520-2024
84.	Email address	shuizar@wheelingil.gov
85.	Signature of Authorized Representative	
86.	Date Signed	

** ICJIA specific modification to GATA form



**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)
AND CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(To be completed by the Implementing Agency for federal grants only)

Name of Program (VAWA, VOCA, etc): VOCA Agreement Number: 223555

Amount of the Award: \$200,000

Organization Name (hereafter referred to as the "Grantee"): Village of Wheeling/Wheeling Police Department

Address: 1 Community Blvd., Wheeling, IL 60090

Contact Person: Shari Matthews Hulzar

Telephone #: 847.459.2672 Fax #: 847.520.2024

Email Address: shulzar@wheelingil.gov

EEOP CERTIFICATION AND EEOP PLAN:

I, William Murphy, Chief of Police certify that:
Name and title of Responsible Official

- Grantee will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

For the EEOP Plan requirement, please check one box only:

- Grantee is claiming one or more of the following exemptions from the Equal Employment Opportunity Plan (EEOP) requirement: (1) it has less than fifty employees; (2) it is a nonprofit organization; (3) it is an Indian tribe; (4) it is a medical institution; (5) it is an educational institution; or (6) it is an organization that receives a single federal award through this grant or any other grant of \$25,000 or less.
- None of the exemptions above apply. Grantee certifies that it has submitted an EEOP Plan to ICJIA within the past two years.

The EEOP Plan is a comprehensive workforce report that must be developed and implemented in an ongoing manner as a condition of receiving federal funding. An EEOP Report Builder can be found here: <https://www.ojp.gov/program/civil-rights-office/data-tools>.

For the EEOP Certification, please check one box only:

- Grantee does not subaward a single federal award of \$500,000 or more.
- Grantee subawards a single federal award of \$500,000 or more. Please complete the following declaration.

DECLARATION STATING THAT GRANTEE SUBAWARDS A SINGLE FEDERAL AWARD OVER \$500,000

If a grantee, subawards a single federal award of \$500,000 or more then grantee should provide a list, including, name, address and UEI # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient UEI Number

CIVIL RIGHTS CERTIFICATION:

I certify that Grantee is in compliance with all applicable local, state, and federal civil rights laws, regulations, and guidelines, including but not limited to those listed in the Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above. I certify that Grantee will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to the Illinois Criminal Justice Information Authority (ICJIA). ICJIA will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs. This obligation continues throughout the life of the grant.

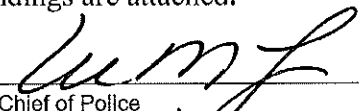
Check the following item(s) that apply:


GRANTEE, ITS SUB-GRANTEES, AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 3 YEARS.

GRANTEE, ITS SUB-GRANTEES, AND CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 3 YEARS. (Grantee **MUST** attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to ICJIA)

Findings of discrimination are attached.

All current findings have already been submitted to ICJIA; no additional findings have been made, and no additional findings are attached.

Signature of Responsible Official 
Title Chief of Police
Date 11/13/25

 An official website of the United States government, Department of Justice. [Here's how you know](#)

Democrats have shut down the government. Department of Justice websites are not currently regularly updated. Please refer to the [Department of Justice's contingency plan](#) for more information.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#)

EEOP Notice

Thank you for visiting the web site of the Office for Civil Rights (OCR). We recognize some recipients are required to submit EEOP information for compliance purposes. However, OCR is temporarily pausing this collection of information as we evaluate this program and has removed this page and the associated tool. While this page is unavailable, OCR will not collect or review EEOP submissions from recipients. We will update this site with additional information as it becomes available, so please check back for updates.

Date Created: March 11, 2025



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") and the Illinois Criminal Justice Information Authority ("ICJIA") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as

follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Village of Wheeling
2 Community Blvd
Wheeling, IL 60090

2. Application Number and/or Project Name/NOFO Name

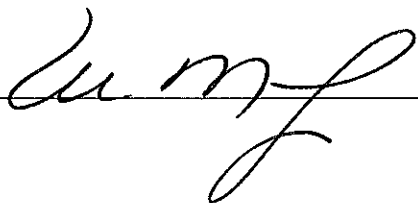
3. Grantee IRS/Vendor Number

VOCA Law Enforcement and Prosecution Based Victim Services 36-6006156

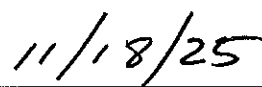
4. Typed Name and Title of Authorized Representative

William Murphy
Police Chief
Wheeling Police Department

5. Signature

A handwritten signature in cursive script, appearing to be 'Lump', written over a horizontal line.

6. Date

A handwritten date '11/18/25' written over a horizontal line.



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
VILLAGE OF WHEELING**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Wheeling (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

By: _____
Delrice Adams, Executive Director

Date: _____

VILLAGE OF WHEELING

Signed by:
Jon A Sfondilis
By: _____
Jon Sfondilis, Village Manager

Date: 12/23/2025 | 7:40:17 AM CST

Signed by:
R. Brian Smith
By: _____
R. Brian Smith, Director of Finance

Date: 12/23/2025 | 9:07:15 AM CST

By: _____
Shari Matthews Huizar, Social Services Manager

Date: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with the term “net revenue.”

“Program” means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“State-issued Award” means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

“Illinois Stop Payment List” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unallowable Cost” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Unique Entity Identifier” or “UEI” has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on January 1, 2026, and expires on December 31, 2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$200,000, of which \$200,000 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

2.4. Award Identification Numbers. The Federal Award Identification Number (FAIN) is 15POVC-23-GG-00418-ASSI, the federal awarding agency is U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime, and the Federal Award date is August 23, 2023. The Assistance Listing Program Title is Crime Victim Assistance and Assistance Listing Number is 16.575. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1745 and the CSFA Name is Victims of Crime Act (VOCA). The State Award Identification Number (SAIN) is 1745-62308.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and ZAYMEKBAEDR2 is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006156 is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person.

Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non-Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or

otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40.

Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM

regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all

remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval

for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII

ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g., 2*

CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical

records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit

adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required

to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal

within the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days’ prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination,

the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

- (c) This Agreement may be terminated, in whole or in part, by Grantor:
 - (i) Pursuant to a funding failure under Paragraph 4.1;
 - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
 - (iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a

suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is

grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than

original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. **Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. **Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. **Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. **Promotional and Written Materials.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

**ARTICLE XXI
LAWSUITS AND INDEMNIFICATION**

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee’s use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys’ fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party’s agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any

manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or

state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION****Summary of the Program**

The Wheeling Police Department Social Services Division/Victim Services Program (VSP) works collaboratively with numerous organizations to maintain and enhance the services available to victims. As a program embedded within the Wheeling Police Department, the VSP considers the relationship with law enforcement to be the strongest and most essential partnership. Working side by side with officers, the VSP team provides direct support to victims of crime throughout the Village of Wheeling.

The VSP also partner closely with the Northwest Cook County Children's Advocacy Center, jointly delivering services to child victims of abuse and neglect. In addition, the office maintains strong relationships with the Cook County State's Attorney's Office and the Cook County Sheriff's Office in District 3, Rolling Meadows. Victim services staff work in coordination with Assistant State's Attorneys assigned to both Domestic and Felony courtrooms to ensure effective communication between victims and the State, helping to achieve the best possible outcomes for all involved.

Another key partner is Between Friends, whose court advocates are based at the District 3 Courthouse. When VSP staff are unavailable to accompany clients to court due to emergencies or scheduling conflicts, staff coordinate with Between Friends to provide direct referrals for victims in need of assistance. This collaboration ensures continuity of support, as VSP staff and the court advocates work together to meet the needs of victims and facilitate access to justice.

The Wheeling Police Department is part of the Village of Wheeling, located in the northwest suburbs of Chicago. The Village operates under a typical municipal structure, consisting of several departments, including Fire, Public Works, Community Development, Economic Development, Administration, and Police. The Wheeling Police Department includes 63 sworn officers and command staff. In addition to serving the Village of Wheeling, the Records Division is supported by five civilian staff members. The department also houses a Social Services Division, which provides a range of services including social services support, victim advocacy, and older adult nutritional programs. The total annual budget for the Village of Wheeling is approximately \$117 million, with the Police Department's budget totaling \$16,846,789.

Statement of the Problem

This program will serve victims of crime in the Village of Wheeling in the counties of Cook and Lake, Illinois. Victims of crime are often thrust into a complex and intimidating criminal justice system that they neither understand nor feel equipped to navigate. In Cook County, home to one of the busiest and most complex court systems in the nation, this challenge is magnified. Many victims report feeling overwhelmed, lost, and forgotten. The Wheeling Police Department's Victim Services Program was established to change that experience for victims in the Village of Wheeling by providing direct, trauma-informed support and advocacy throughout the criminal justice process.

Recognizing that criminal activity frequently occurs outside of standard business hours, the program analyzed referral patterns and found that the majority occurred during the afternoon shift (3:00 p.m. to 11:00 p.m.), when most residents are home. In response, the program strategically added a social worker with a work schedule from 11:00 a.m. to 7:00 p.m., Monday through Friday. This position allows the program to extend coverage later into the day, ensure better coordination with patrol officers, and provide real-time, on-scene advocacy services to victims immediately following a crime.

This staffing enhancement has significantly improved the program's responsiveness and sustainability. It allows daytime staff to concentrate on court advocacy, which occurs during regular business hours, and reduces the number of after-hours crises calls, ultimately promoting staff efficiency and supporting a healthier work-life balance.

Since its inception in 1991, the Victim Services Program has served both Wheeling residents and other victims of crime. Over the past four years, the program has supported an average of 350 victims and their significant others each year. Domestic violence remains the most prevalent issue, with over 600 cases handled during that period.

According to data from the Wheeling Police Department Records Division and the National Incident-Based Reporting System (NIBRS), Simple Assault, primarily encompassing family and interpersonal violence, is the most reported crime in Wheeling. The second most reported offense is Vandalism/Property Damage or Destruction. The services provided by the program directly support victims of these and other frequently reported crimes against persons, which consistently number between 300 and 500 incidents annually.

The Wheeling Police Department's Victim Services Program will sustain and expand its capacity to deliver critical, victim-centered services that foster safety, healing, and justice for some of the community's most vulnerable residents.

One of the key strengths and longstanding successes of the Village of Wheeling and the Wheeling Police Department is the longevity and consistency of the Victim Services Program. Established in 1991, the Police Department Social Services Division has provided trauma-informed services to victims of crime and residents of Wheeling for over three decades. The creation of the Police Social Work position at that time laid the foundation for a dedicated and enduring commitment to supporting victims and strengthening community well-being.

Another strength of the community lies in its robust volunteer engagement. The Village benefits from several volunteer programs that support a variety of departments. Among the most active are the Citizens Patrol and the Wheeling Police Department Unity Fund (formerly the Citizens Police Academy Alumni Association). These organizations work in close collaboration with the Police Department to enhance public safety and promote civic involvement. Wheeling residents are highly engaged in their community, contributing time and effort to improve the quality of life for all.

Despite these strengths, Wheeling faces significant challenges, particularly in the areas of local access to social services and transportation. The community lacks a sufficient number of localized social service organizations, and many vital resources—especially mental health services and financial assistance programs—are located outside the village limits. With limited and often unreliable public transportation, many residents, including crime victims, struggle to access the support they need. This gap in service availability can contribute to community instability and violence. Untreated mental health issues and unaddressed financial stressors can escalate existing problems, leading to further crises in already vulnerable households. Addressing these challenges requires a sustained and coordinated effort to improve access to resources and to support vulnerable residents before their situations worsen.

Project Implementation

The Wheeling Police Department Social Services Division provides a comprehensive range of services, including social services support, crisis intervention, crime victim advocacy, assessment, information and referral, short-term counseling, coordination of community disaster victim response, and a 24/7 on-call response for both the Police and Fire Departments.

Victim Services staff are co-located within the Wheeling Police Department, reinforcing a strong collaborative relationship between social services and law enforcement. Supervised by the Social Services Manager, staff work closely with officers—attending daily roll calls and providing services alongside them in the field.

The Division currently includes three police social workers, two of whom are VOCA-funded, and all of whom provide services to victims and other community members from within the department. The team also includes a half-time Program Secretary and the Social Services Manager, who together support the overall operations of the Division.

In addition to victim and crisis services, the Social Services Division also supports older adult residents through programs such as: Lunch at the Center Congregate Dining Program; Medical equipment lending; and public benefits screening assistance. These services are staffed by a full-time Congregate Dining Site Supervisor and a

part-time Kitchen Assistant, both of whom help ensure the nutritional and social well-being of Wheeling's older adult population.

Since 1991, the Village of Wheeling, through the Wheeling Police Department Social Services Division, has provided dedicated victim support services to community members impacted by crime and trauma. The Police Social Worker position was the first of its kind in the Village, marking a proactive commitment to embedding trauma-informed care within public safety services. In 2003, the program was expanded through the establishment of a Victim Services Coordinator role, supported by funding from the Victims of Crime Act (VOCA).

Today, victim services are delivered by two Police Social Worker/Victim Advocate positions and one additional Police Social Worker funded by the Village. In the past year alone, the program served a total of 914 cases, including 246 involving victims of crime. Over the past decade, the program has managed more than 8,100 cases, with 1,800 of those cases specifically involving crime victims. These figures reflect not only the volume of need but the program's capacity to respond with consistency and compassion.

The Victim Services Program provides a comprehensive continuum of trauma-informed care that often begins at the time of crisis and continues through the resolution of the criminal justice process. Core services include:

- Crisis Intervention (on scene or by phone)
- Explanation of Victims' Rights and Legal Options
- Court Advocacy, including:
 - Bond hearings
 - Arraignments
 - Ongoing court appearances
 - Case preparation with the State's Attorney's Office
 - Orders of Protection
 - Victim Impact Statement preparation
 - Sentencing accompaniment
- Personal advocacy, including assistance with:
 - Financial resources
 - Housing navigation
 - Childcare
 - Child support applications
 - Mental health referrals
 - Language interpretation
- Support with Illinois Crime Victim Compensation Applications

This wraparound approach ensures that victims are not only supported in navigating complex legal systems but are also connected to the vital resources they need to recover and rebuild.

A recent case highlights the urgent need for sustained victim advocacy and the real-time impact of the program's services. The Social Worker received a referral following a 911 call about a verbal domestic dispute. On scene, police officers learned that the victim had been in a 12-year relationship marked by repeated verbal and physical abuse. The offender had fled the scene and traveled out of state. The officers discussed the option of an Order of Protection (OP) and referred the case for follow-up.

The next day, the Social Worker contacted the victim, who expressed fear about the offender returning. A safety plan was created, and the Social Worker explained the Civil OP process, available counseling, and shelter options. The victim was not ready to pursue legal action at that time.

The Social Worker provided emotional support during interviews and ensured the victim understood the legal process. The case was referred for felony charges, which were accepted. The Social Worker followed up with the victim, assisted with the OP petition, explained the court process, and accompanied the victim to the Rolling Meadows Courthouse. The judge granted the OP, and the offender remained in custody.

The Social Worker continued to provide court advocacy, helped the victim apply for Illinois Crime Victim Compensation, and connected her to long-term counseling and financial support. The criminal case remains pending.

This case is emblematic of the complex and often dangerous circumstances faced by victims of crime in the community—and the critical, life-saving role of the Wheeling Police Department’s Social Services Division. The program’s unique, embedded approach enables real-time crisis intervention, continuity of care, and long-term support, ensuring victims are empowered, informed, and protected throughout their journey to safety and justice. Sustained funding is essential to continue delivering these high-impact, trauma-informed services. As crime trends evolve and demand continues to rise, the Village of Wheeling remains committed to maintaining a responsive, victim-centered approach to public safety.

The Village of Wheeling has a long-standing and successful history of managing a wide variety of grant programs. The Village regularly receives funding from state agencies, including the Illinois Department of Transportation (IDOT) and the Illinois Criminal Justice Information Authority (ICJIA). In addition, the Village administers federal grant funds, both directly and through pass-through entities such as Cook County. Examples include a multi-million-dollar relocation grant for residents impacted by flooding and a federally and state-funded congregate dining grant for older adults, administered through AgeOptions.

Outside of VOCA (Victims of Crime Act) funding, victim services in the Village of Wheeling are funded through municipal tax dollars. As a department of the Village, the Wheeling Police Department works in close collaboration with the Village Finance Department to manage grant funding. All grant revenues are received and tracked by the Finance Department in a dedicated grant fund, with each grant assigned a unique grant number for accurate and transparent tracking of revenues and expenditures. The Finance Department also prepares and submits all required financial reporting for grants received by the Village.

The Village conducts a comprehensive annual budget audit and operates under a formally approved annual budget, reviewed and authorized by the Village Board of Trustees. For the 2025 fiscal year, the Village of Wheeling's total budget is approximately \$117,000,000.

The funds requested in this proposal will be used to sustain two Police Social Worker/Victim Advocate positions currently supported by VOCA funding. The Wheeling Police Department will continue to fund both the Police Social Worker position (not funded by VOCA) and the Social Services Manager position using municipal funds as part of its ongoing commitment to providing comprehensive victim services to residents.

Project Management

Victim Engagement and Service Delivery Process: There are multiple ways a victim of crime can access support through the Wheeling Police Department Victim Services Program. The program is designed to proactively identify and engage victims while also providing accessible, trauma-informed care.

Daily Case Identification and Assignment: Every 24 hours, a log of all police calls is generated by 911 dispatchers and distributed to Victim Services staff. The Social Services Manager reviews this log to identify calls involving potential crime victims. When such cases are found, the corresponding police report is retrieved from the department's secure network drive for further review. The victim's contact information and the nature of the incident are assessed to determine the appropriate level of intervention.

Victim Services staff have authorized access to law enforcement databases, allowing them to review the victims' case history, including prior incidents of violence. Based on the severity and nature of the crime, the Manager will assign a response:

Outreach Letter: Sent to victims offering services, with contact information for staff.

Personal Call: Assigned to a staff member to directly reach out and offer support.

Additionally, officers can refer victims through an electronic referral form, completed via a smartphone app and sent directly to the Social Services Manager for staff assignment. Officers and supervisors can also contact the

on- call Victim Services staff to request telephone or on-scene crisis intervention.

Victim-Centered, Trauma-Informed Environment: Victim Services staff are physically located within the Wheeling Police Department, in the Social Services wing, with private offices designated for meeting with victims and families. Clients are escorted to this area for their appointments, ensuring privacy and safety.

To further reduce barriers to access, a “soft interview room” equipped with couches and a children's play area offers a comforting space for victims and families during investigations or waiting periods.

Integrated Team Approach and Officer Collaboration: Victim Services are fully integrated into the broader Social Services Division. All staff are cross trained to provide victim support, and the team works collaboratively to ensure continuity of care. Weekly staff meetings are held to review cases, coordinate support, and plan interventions.

Victim Services staff also attend roll calls at the beginning of Day and Afternoon police shifts to stay informed about new cases, maintain open communication with patrol officers and investigators, and build trust between units.

Comprehensive Support Throughout the Legal Process: Once a victim is engaged, staff provide extensive support, particularly for court-involved cases. Services include:

- Court accompaniment for all hearings
- Coordination with the State’s Attorney’s Office to ensure the victim’s voice is heard and their wishes understood
- Protective order assistance, including preparation of the petition and emotional support during proceedings
- Ongoing emotional support through check-in meetings between court dates
- Resource navigation and application support, including help with:
 - Financial assistance
 - Housing
 - Mental health care
 - Child support
 - Crime victim compensation
- Specialized Response for Severe Crimes

Cases involving serious offenses, such as Criminal Sexual Assault, Child Abuse, Aggravated Battery/Domestic Battery, Homicide, and Reckless Homicide, often require intensive involvement from Victim Services staff.

For any case handled in collaboration with the Children’s Advocacy Center, staff accompany the child and their family to appointments, serve as a liaison between investigators and the family, and provide clear information about the investigative and court process. They continue to attend all court proceedings and coordinate care with Advocacy Center staff to ensure consistency and emotional safety throughout the case.

The Village of Wheeling Human Services Department Social Services Division Victim Services Program projects serving approximately 300 victims of crime and their significant others annually. This estimate is based on the average number of clients served over the past three years, with a modest increase to accommodate potential growth.

As reflected in the Wheeling Police Department’s crime statistics, domestic violence calls constitute the majority of incidents. Consequently, the program has historically focused on supporting domestic violence victims, though it continues to actively reach out to and serve all victims of crime in the community.

The primary barriers identified for victims accessing the program include a lack of awareness about available services and language barriers. To address these challenges, the office has implemented several strategies:

1. Ongoing Training for Police Officers and Supervisors: The Social Services Division provides extensive training for the Wheeling Police Department on topics such as domestic violence, elder abuse, child

abuse, human trafficking, mental health, and effective engagement with social services. These trainings are offered both to new officers and as ongoing professional development throughout the program year.

2. **Outreach Materials:** Officers are equipped with handouts and business cards containing victim services information to distribute at the scene. Staff are currently developing a specific victim services brochure for officers to provide when direct services are not immediately available. Additionally, brochures describing available services are prominently placed in the lobby of both the Police Department and Village Hall.
3. **Language Access:** Victim services are currently offered in English and Spanish. When needed, staff can access Village employees fluent in Polish and Russian for interpretation. For other languages, staff utilize a telephone language line to ensure effective communication.

When ongoing services cannot be consistently provided in a client's preferred language, referrals are made to connect victims with appropriate services in their language. Court advocacy and accompaniment services continue regardless of language, with professional court interpreters provided during all legal proceedings.

Trauma-Informed Care in Victim Services: The Victim Services Program is intentionally structured to provide trauma-informed care at every stage of a victim's journey. From the moment clients enter the program, staff are trained to recognize the profound impact of trauma and to understand the victim's state of mind.

To enhance this approach, staff have provided crisis theory training to Wheeling Police officers, equipping front-line personnel with knowledge about typical victim reactions and effective ways to offer comfort and support early in the process.

The program takes a holistic and inclusive approach, recognizing the wide-ranging effects of victimization. Staff work to help victims regain a sense of security and control as quickly as possible. This often happens through what staff call crisis counseling—meetings held between court appearances during which victims and staff discuss trauma symptoms and the broader impact of the crime on their personal well-being and family dynamics.

Court advocacy is a critical component of the healing process. Victim Services staff support victims in making informed decisions regarding their case and respect their autonomy throughout.

Comprehensive Healing and Ongoing Support: The program supports victims through all stages of recovery. Clients are actively engaged and self-identify as victims. When court involvement is part of their case, staff continue to assess the need for services once the legal process concludes.

At case closure, referrals are made for long-term counseling, financial assistance, child support, and any other needs identified by the client. Because the program prioritizes direct and immediate assistance, long-term supports are arranged to ensure victims receive the care they need beyond the scope of the program's direct services.

Cases are not closed until clients have reached a level of stability. Staff maintain contact by noting anniversary dates and other significant milestones in their calendars, which serve as reminders to conduct follow-up outreach, providing continued support even after the formal case has ended.

The Wheeling Police Department Social Services Division Victim Services staff collaborate extensively with numerous organizations and agencies to maintain and enhance services for victims. As an embedded program within the Wheeling Police Department, this partnership is the foundation and strongest collaboration supporting the work.

The Victim Services team operates as an integral part of the law enforcement response to victims of crime in Wheeling. Staff maintain a close and ongoing partnership with the Northwest Cook Children's Advocacy Center, working collaboratively to provide specialized services for child victims of abuse and neglect.

Another key collaboration exists with the Cook County State's Attorney's Office and the Cook County Sheriff's Office in District Three (Rolling Meadows). Wheeling victim services staff work closely with Assistant State's

Attorneys (ASAs) assigned to both the Domestic Violence and Felony courtrooms to facilitate communication between victims and the State, ensuring the best possible outcomes for all parties involved.

In addition, the office partners with Between Friends, whose court advocates are based at the District Three courthouse. When staff are unavailable to accompany victims to court—due to emergencies or scheduling conflicts—staff coordinate direct referrals to Between Friends advocates to ensure victims continue to receive court support. Conversely, Wheeling staff also receive referrals from Between Friends for victims of crime residing in Wheeling, fostering a reciprocal and seamless collaboration.

Victims of crime are informed about the Crime Victims Compensation Program through multiple channels within the Wheeling Police Department. At the time of the incident, all victims of violent crimes receive information directly from the responding police officer. This includes the “Written Statement and Explanation of Rights” form provided by the Illinois Attorney General’s Office.

Once victims engage with the Victim Services program, they are again provided with detailed information about the Crime Victims Compensation Program. Staff maintain brochures in their offices and display posters in multiple languages throughout the police department to ensure broad accessibility. For clients who choose to apply for compensation, Victim Services staff offer comprehensive assistance throughout the application process, helping to guide and support victims every step of the way.

Staffing Plan

The two Police Social Worker/Victim Advocate positions for which this grant requests funding will be 100% dedicated to victim services. Their roles and responsibilities includes providing crisis intervention services at the request of police officers or other Village employees as needed; offering support and advocacy services to victims; delivering information and referral services both in-person and via telephone; assisting victims in obtaining orders of protection; coordinating the activities of the volunteer advocacy group; building and maintaining strong relationships with other service providers, community organizations, and criminal justice personnel to facilitate assistance to victims; developing, coordinating, and delivering victim service-related presentations to the public; providing interpretation services for clients, victims, and witnesses within police and court settings; submitting required client data related to victim services; and participating in individual and group supervision as directed.

These positions will be located at the Wheeling Police Department and report to the Manager of the Social Services Division. The Second Shift Police Social Worker/Victim Advocate works from 11:00 a.m. to 7:00 p.m. The First Shift Police Social Worker/Victim Advocate works from 8:00 a.m. to 4:00 p.m., Monday through Friday.

Funding for these positions is anticipated to come from VOCA grant funds and matching funds from the Village of Wheeling.

The Manager of the Social Services Division dedicates approximately 20% of their time to victim services through clinical supervision; grant and fund management; crisis intervention scheduling and back-up support; and other supervisory duties. This position is also located within the Wheeling Police Department, funded by municipal dollars, and reports to the Deputy Chief of Administration.

The qualifications for staff within the Victim Services Program vary according to their specific roles and levels of involvement. The Police Social Worker/Victim Advocate position requires a minimum of a bachelor’s degree in social work or a related discipline, completion of 40-hour Domestic Violence Advocate and 40-hour Sexual Assault Advocate trainings. A master’s degree in social work is preferred. Spanish language proficiency is required due to the demographics of the Village of Wheeling and the client population served. Experience working with victims of trauma and applying trauma-informed practices is essential.

The Manager of Social Services position requires a master’s degree in social work or a related discipline; must hold a state license as either a Licensed Clinical Social Worker (L.C.S.W.) or Licensed Clinical Professional Counselor (L.C.P.C.); experience in clinical supervision is required, with a focus on supporting professionals who work with victims of trauma.

Case Assignment, Supervision, and Confidentiality: The Manager of Social Services is responsible for assigning all cases within the Victim Services program. Case assignments are determined based on staff availability, language needs, and the clinical expertise of team members. Assignments are reviewed and discussed during the weekly staff meeting attended by all program staff.

All client data is securely entered into a dedicated database maintained exclusively by the Social Services Division. Individual clinical supervision sessions are held biweekly, during which staff and the Manager discuss cases, assess staff wellness, and evaluate caseload capacity. Special attention is given to staff wellness due to the risk of vicarious trauma inherent in working with victims of crime and their families.

Confidentiality and Data Security: Client and victim information is maintained with the utmost confidentiality, in strict accordance with the Illinois Mental Health Code and the ethical standards of the National Association of Social Workers. Victim Services case notes are never included in police reports, and Police Department staff do not have access to Victim Services case files, which are stored on a secure server accessible only by Social Services personnel and IT staff.

Discussions of case details that are not pertinent to the criminal investigation are strictly prohibited. Upholding confidentiality is essential to fostering a safe environment where clients feel comfortable sharing sensitive information, which is critical to the success of the Victim Services program.

Continuing education is a vital component of the Victim Services program. Trauma skills training will remain a central focus of this grant.

As part of the office's ongoing commitment, the program will develop and deliver specialized trauma skills training tailored for officers of the Wheeling Police Department. This training will prioritize new recruits and field training officers to ensure frontline personnel are equipped with the knowledge and skills necessary to effectively support victims.

To enhance the relevance and acceptance of the training, several officers will be actively involved in the planning and development process, fostering greater credibility and buy-in among the police force.

With training funds provided by the Village of Wheeling, Victim Services staff will participate in a variety of local and national training opportunities. These include sessions on crisis intervention, vicarious trauma, self-care, and other topics relevant to their work with victims. Additionally, staff will attend the National Organization for Victim Assistance (NOVA) national conference and training program, which offers advanced education and networking opportunities. Ongoing training is essential to ensure staff remain knowledgeable and skilled in addressing the complex needs of victims.

The Village of Wheeling benefits greatly from the dedication of volunteers serving in a variety of roles across the community. Several board-appointed commissions support the Village, including the Board of Health, the Village Plan Commission, and the Senior Citizens Advisory Commission. These volunteers serve two-year terms and meet regularly to address issues specific to their missions.

The Wheeling Police Department also engages multiple volunteer groups, including the Citizens Patrol. This community volunteer group is trained in crime prevention and community monitoring, providing invaluable support through activities such as traffic control, crowd management, crime prevention, and assistance at community events.

EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Continue to provide Victim Advocacy Services to Victims of Crime in Wheeling	<i>Police Social Worker/Victim Advocate</i>	Throughout grant period
Weekly Staff meeting of Police Social Workers	<i>Manager of Social Services</i>	Weekly throughout grant period
Individual Supervision	<i>Manager of Social Services</i>	Every other week throughout grant period
Prepare and submit Quarterly reports	<i>Manager of Social Services</i>	April, July, October, January
Submit quarterly data report to ICJIA	<i>Manager of Social Services</i>	15 th of every quarter
Submit quarterly fiscal reports to ICJIA	<i>Manager of Social Services</i>	15 th of every quarter
Submit Final Fiscal (PFR) to ICJIA	<i>Manager of Social Services</i>	30 days after last day of grant
Submit Final Data Reports to ICJIA	<i>Manager of Social Services</i>	30 days after the last of the grant

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Haley Aubrey
Title: Criminal Justice Specialist I
Address: 60 East Van Buren Street, Suite 650
Chicago, Illinois 60605

GRANTEE CONTACT

Name: Jon Sfondilis
Title: Village Manager
Address: 2 Community Boulevard
Wheeling, Illinois 60090

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Shataun Hailey
Title: Victim Services Program Manager
Address: 60 E Van Buren St, STE 650, Chicago, IL 60605
Phone: 312-814-8100
TTY#: _____
E-mail Address: Shataun.Hailey@Illinois.gov

GRANTEE CONTACT

Name: Shari Matthews Huizar
Title: Social Services Manager
Address: 1 Community Blvd, Wheeling, IL 60090
Phone: 847-459-2672
TTY #: _____
E-mail Address: SHuizar@wheelingil.gov

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Goal: To provide advocacy services to victims of crime at law enforcement agencies or state’s attorney’s offices.	
Objective	Performance Measure
SCREENING	
#_400___ victims referred to the advocate by an officer. #_400___ victims screened for eligibility by your agency.	# of victims referred # of victims screened for eligibility by your agency # of victims not eligible for services by your agency Please list the agencies to which you referred
CLIENTS SERVED	
#_350___ clients will be provided services by your agency.	# of clients provided services by your agency
INFORMATION & REFERRAL	
#_350___ clients will receive information about the criminal justice process.	# of clients provided information about the criminal justice process # of times staff provided information about the criminal justice process
#_350___ clients will receive information about victim rights, how to obtain notifications, etc.	# of clients provided information about victim rights, how to obtain notifications, etc. # of times staff provided information about victim rights, how to obtain notifications, etc.
#_200___ clients will receive referrals to other victim service providers for services.	# of clients provided with referrals to other victim service providers # of times staff provided referrals to other victim service providers Please list the agencies to which you referred
#_250___ clients will receive referrals to other services, supports, and resources (includes legal, medical, faith-based organizations, etc.).	# clients provided with referrals to other services, supports, and resources # of times staff provided referrals to other services, supports, and resources
#_25___ clients will receive assistance filing for victim compensation.	# of clients provided assistance filing for victim compensation # of times staff provided assistance filing for victim compensation

PERSONAL ADVOCACY/ACCOMPANIMENT	
#_350___ clients will receive individual advocacy (e.g., assistance applying for public benefits).	# of clients provided individual advocacy (e.g., assistance applying for public benefits) # of times staff provided individual advocacy (e.g., assistance applying for public benefits)
#_50___ clients will receive assistance intervening with an employer, creditor, landlord, or academic institution.	# of clients provided with assistance intervening with an employer, creditor, landlord, or academic institution # of times staff provided assistance intervening with an employer, creditor, landlord, or academic institution
#_20___ clients will receive child or dependent care assistance.	# of clients provided with child or dependent care assistance # of times staff provided child or dependent care assistance
#_50___ clients will receive transportation assistance.	# of clients provided with transportation assistance # of times staff provided transportation assistance
#_160___ clients will receive interpreter services.	# of clients provided with interpreter services # of times staff provided interpreter services
#_60___ clients will receive housing advocacy or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing).	# of clients provided with housing advocacy or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing) # of times staff provided assistance with receive housing advocacy or help with implementing a plan for obtaining housing (e.g., accompanying client to apply for Section 8 housing)
#_20___ clients will receive employment assistance (e.g., help creating a resume or completing a job application).	# of clients provided with employment assistance (e.g., help creating a resume or completing a job application) # of times staff provided employment assistance (e.g., help creating a resume or completing a job application)
#_10___ clients will receive education assistance (e.g., help completing a GED or college application).	# clients provided with education assistance (e.g., help completing a GED or college application) # of times staff provided education assistance (e.g., help completing a GED or college application)
#_10___ clients will receive economic assistance (e.g., help creating a budget, repairing credit, providing financial education).	# of clients provided with economic assistance (e.g., help creating a budget, repairing credit, providing financial education) # of times staff provided economic assistance (e.g., help creating a budget, repairing credit, providing financial education)
EMOTIONAL SUPPORT OR SAFETY SERVICES	
# 350_____ clients will receive crisis intervention.	# of clients provided with crisis intervention

	# of crisis intervention sessions provided by staff
CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE	
# 350___ clients will receive notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.).	# of clients provided notification of criminal justice events # of times staff provided notification of criminal justice events
# _10___ clients will receive victim impact statement assistance.	# of clients provided victim impact statement assistance # of times staff provided victim impact statement assistance
# _5___ clients will receive assistance with restitution.	# of clients provided assistance with restitution # of times staff provided assistance with restitution
# 75___ clients will receive civil advocacy/accompaniment.	# of clients provided civil advocacy/accompaniment # of times staff provided civil advocacy/accompaniment
# _275___ clients will receive criminal advocacy/accompaniment.	# of clients provided criminal advocacy/accompaniment # of times staff provided criminal advocacy/accompaniment
REQUIRED TRAININGS	
# _4___ staff will receive training on trauma skills.	# of staff trained # of trainings held
# _4___ staff will receive training on victim service advocacy.	# of staff trained # of trainings held
<i>Required for programs operating within police departments</i>	
# _2___ officer awareness trainings held.	# of officers trained # of officer awareness trainings held

EXHIBIT E

SPECIFIC CONDITIONS

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

PART TWO –GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

25.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

25.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 3. be prepared at least monthly and coincide with one or more pay periods;
 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 1. include an-after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 3. be supplemented with daily attendance timesheets.

28.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

28.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

28.4. Grantee shall maintain a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours. The Quarterly Time Keeping Certification should be made available to Grantor upon request.

29. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

30. Procurement Requirements and Requests for Proposals.

30.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and 2 CFR 200.318 - 327.

30.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

30.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

30.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

31. Subcontracting.

31.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

31.2. Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines. This includes a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, Sole Source Justification form, if applicable, disclosure of any Conflicts of Interest to Grantor and any other related documents requested by Grantor.

31.3. Costs under any subcontract shall only be allowed back to the date of the complete submission of the documents described in this Article except for those subcontractors approved under Article XIV or an exception under Grantor exception policy.

31.3. Approval of the use of subcontractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

32. Subawards.

32.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

32.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the

right to conduct site visits of all subawards.

32.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

32.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

32.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement.

32.6 Grantee will ensure that all subawardees have an active Unique entity Identifier (UEI); have a Federal Employer ID (FEIN); are in good standing with the Illinois Secretary of State; are not on the Illinois Stop Payment List; are not on the SAM.gov Exclusion list; and are not on the Illinois Medicaid Sanctions List.

32.7 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

32.8 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

32.9 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

32.10 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

32.11 Grantee will make fiscal and programmatic technical assistance available to all subawards.

32.12 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.

32.13 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.

32.14 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.

33. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.

34. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs. This section applies to costs for both staff and participants.

35. Copyrights and Patents.

35.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

35.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

37. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be used by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.
38. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements prior to receiving grant funds:
- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
 - (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
 - (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
 - (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
 - (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
 - (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
 - (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. 2 CFR 200.302.
 - (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

Upon request, Grantor may allow Grantee to receive funds without meeting the above requirements. Such exception shall be granted in writing and Grantee shall be given no more than six (6) months after the exception to meet all requirements of this section.

39. Publications.

39.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

39.2. The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

39.3. Grantor reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

39.4. All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. *Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority.*"

39.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

39.6. Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

40. Reporting Grant Irregularities.

40.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of Grant Funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

40.2. Grantee shall inform any sub-recipient of Grantor's Grant Funds that the sub-recipient is similarly obligated to report irregularities.

40.3. Failure to report known irregularities can result in suspension of the Agreement or other remedial action. In addition, if Grantee's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to Grantee's director. Grantee, in turn, shall promptly notify Grantor as described above of the possible illegal acts or irregularities. If the possible misconduct involves Grantee's director, Grantee staff member shall provide prompt notice directly to Grantor.

40.4. In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

40.5. Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to Grantor and appropriate federal, State, and local law enforcement officials.

40.6. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

40.7. The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall

be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

41. Reporting Potential Fraud, Waste, or Similar Misconduct.

41.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

41.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OGCreport@illinois.gov

42. Crimes of Dishonesty. Grantee shall notify Grantor as soon as practical if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

43. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

44. Safeguarding Constitutional Protections Related to Religion

44.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

44.2 Faith-based organizations may consider religion when hiring staff if consistent with the

Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

45. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes subawards or contracts under this award –

i. it represents that –

1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

46. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation

of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.

47. Project Monitoring and Evaluation.

47.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

47.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

47.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

48. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

49. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

50. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

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PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

51. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

52. Applicability of Part 200 Uniform Requirements.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Agreement.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by Grantor that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact ICJIA promptly for clarification.

53. Requirement to report actual or imminent breach of personally identifiable information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

54. Effect of failure to address audit issues. Grantee understands and agrees that Grantor may withhold award funds, or may impose other related requirements, if (as determined by Grantor) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

55. Requirements of the award; remedies for non-compliance or for materially false statements.

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the Grantee, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in Grantor taking appropriate action with respect to the recipient and the award. Among other things, the Grantor may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

56. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination.

56.1 28 C.F.R. Part 38: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

56.2 28 C.F.R. Part 42: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

56.3 28 C.F.R. Part 54: The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

57. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).

The Grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the Grantor for guidance.

58. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

59. Requirement for data on performance and effectiveness under the award. The Grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to Grantor in the manner (including within the timeframes) specified by Grantee in the NOFO or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

60. Requirements related to "de minimis" indirect cost rate. A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

61. Determination of suitability to interact with participating minors. This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the Grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors) and are incorporated by reference here.

62. Compliance with DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Grantee agrees to comply with the DOJ Grants Financial Guide.

63. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), Grantor encourages Grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

64. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022). The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by the Grantee (or any subrecipient) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

65. Employment eligibility verification for hiring under the Agreement.

65.1. Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

65.2. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

65.3. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

65.4. Rules of construction

A. Staff involved in the hiring process. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify. For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to Grantor, before award acceptance. Should a question arise as to whether a particular use of federal funds by Grantee (or a subrecipient) would or might fall

within the scope of an appropriations-law restriction, the Grantee is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

66. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

66.1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

67. Reclassification of various statutory provisions to a new Title 34 of the United States Code. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and

Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this Agreement to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

68. OJP Training Guiding Principles. Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

69. All subawards ("subgrants") must have specific federal authorization. The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

70. Requirements related to System for Award Management and Universal Identifier Requirements. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

71. Restrictions on "lobbying".

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an

exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by the Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

72. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

73. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and Grantor authority to terminate award).

Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient.

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and authority to terminate award)), and are incorporated by reference here.

74. Requirement to report potentially duplicative funding.

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the Grantor in writing of the potential duplication, and, if so requested by the Grantor, must seek a budget to eliminate any inappropriate duplication of funding.

75. Reporting potential fraud, waste, and abuse, and similar misconduct.

The Grantee, and any subrecipients ("subgrantees") at any tier, must promptly refer to the Grantor any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

76. VOCA Requirements.

The Grantee assures that Grantee and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

77. FFATA reporting: Subawards and executive compensation.

Grantee must comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the Grantee. The details of obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

78. The recipient agrees that it will submit quarterly financial status reports to Grantor, no later than the deadlines set out this Agreement. Delinquent reports may lead to funds being frozen and other remedies.

79. Discrimination Findings. The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the findings to Grantor.

80. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from Grantor.

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

81. The Grantee agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The Grantee understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The Grantee agrees to develop or maintain effective internal controls to manage this award (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage this award (see 2 C.F.R. 200.302).

82. Match.

82.1. Grantee certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in the attached exhibits. Therefore, one dollar in cash or in-kind match is required for each four dollars of federal funding received.

82.2. Failure of Grantee to apply non-federal financial support to the program described in the attached exhibits in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, Grantee shall apply non-federal financial support to the program, as described in the Budget.

82.3. Grantee shall maintain records that clearly show the source and amount of the program match amount, and the period of time for which such contributions were allocated. The basis for determining the value of personal services, materials, equipment, and space and facilities shall be documented. Volunteer services shall be substantiated by the same methods used by the Grantee for its paid employees. The value of volunteer services must be consistent with the rate of compensation (which may include fringe benefits) paid for similar work in the program, but if the similar work is not performed in the program, the rate of compensation shall be consistent with the rate found in the labor market in which the program competes.

83. Program Description, Budget, Exhibits, and Amendments.

83.1. Grantee agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as the attached exhibits and the Budget attached and incorporated.

83.2. The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. Grantee shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

84. Background Checks/Youth Program.

84.1. Background checks are required for all program staff and volunteers who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all such staff and volunteers, and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.

84.2. Staff or volunteers with a record of the following offenses will automatically be excluded from having direct contact with youth: 1) any sex offense or 2) an offense in which the victim is, by statute, a youth, including but not limited to, child abuse and child endangerment. Staff or volunteers with a Class X felony for which the person has completed parole/supervised release within the past 5 years will automatically be excluded from having direct contact with youth, unless the program model or service provision relies on staff access or credibility with at-risk populations.

84.3. No waivers to this policy shall be granted.

85. Sub-granting.**85.1. Sub-Grantee Monitoring.**

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions.
- e. Grantee shall submit all sub-grantee site visit reports resulting in corrective action along with verification of the completed corrective action to Grantor with its Close-Out report.

85.2. Grantee will select all sub-grantees based upon need, capacity, and quality, and must adhere to a competitive selection process as follows:

- For sub-awards of \$50,000 or less, the Grantee is encouraged to formally advertise the proposed sub-award through a Notice of Funding Opportunity (NOFO) or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For sub-awards over \$50,000, the Grantee must formally advertise the proposed sub-award through a NOFO or a Request for Proposals (RFP) process.

If justification is pre-approved by Grantor, Grantee may enter into a sole source sub-grant.

85.3. Any sub-grant under this Agreement shall be specified by written contract, and shall be subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov, unless the sub-grantee is a sole proprietor.

85.4. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor a copy of a sub-grantee's grant agreement and budget for Grantor approval. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.

85.5. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

85.6. Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

85.7. Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes;

regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

86. Nondiscrimination.

86.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132;
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 35, 28 C.F.R. pt 31, and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

86.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

86.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

86.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible

applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

86.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

86.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

86.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

86.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor or appropriate federal and state agencies. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

86.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

86.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations

87. Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of this requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds – prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

The remainder of this page is intentionally left blank.

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Village of Wheeling		UEI: ZAYMEKBAEDR2		NOFO ID: 1745-0701	Grant #: 223555
CFSA Number: 546-00-1745		CSFA Short Description: Law Enforcement/Prosecution-Based Assistance		State Fiscal Year(s): 26 & 27	Project Period: 1/1/26 - 12/31/26

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." **Please read all instructions before completing form.**

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	<u>Year 1</u>			
(a). State of Illinois Grant Amount Requested	\$ 200,000			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>			
1. Personnel (Salaries & Wages) 200.430	\$ 200,000			
2. Fringe Benefits 200.431	\$ -			
3. Travel 200.474	\$ -			
4. Equipment 200.439	\$ -			
5. Supplies 200.94	\$ -			
6. Contractual Services (200.318) & Subawards (200.92)	\$ -			
16. Total Direct Costs (lines 1-15) 200.413	\$ 200,000			
17. Indirect Costs* (see below) 200.414				
Rate: <u>0%</u> Base: \$ <u> </u>	\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 200,000			

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:

Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 Complies with other statutory policies (please specify) :

The Restricted Indirect Cost Rate is _____ %

5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA:	
Approving Fed/State Agency (please specify):	
The Indirect Cost Rate is:	%
The Distribution Base is:	

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Village of Wheeling	UEI: ZAYMEKBAEDR2	NOFO ID: 1745-0701	Grant #: 223555
CFSA Number: 546-00-1745	CSFA Short Description: Law Enforcement/Prosecution-Based Assistance	State Fiscal Year(s): 26 & 27	Project Period: 1/1/26 - 12/31/26

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). "

Implementing Agency

Program Agency

Village of Wheeling

Name of Applicant Institution/Organization

R. Brian Smith
40CE0EF6BB434D8...

Signature

R. Brian Smith

Name of Official

Director of Finance

Title
Chief Financial Officer (or equivalent)

12/23/2025 | 9:07:15 AM CST

Date of Signature

Village of Wheeling

Name of Applicant Institution/Organization

Jon A Sfondilis
B9BCC793C8644A6...

Signature

Jon Sfondilis

Name of Official

Village Manager

Title
Executive Director (or equivalent)

12/23/2025 | 7:40:17 AM CST

Date of Signature

Wheeling Police Department Social Services Division

Institution/Organization

Signature

Shari Matthews Huizar

Name of Official

Social Services Manager

Title
Executive Director (or equivalent)

Date of Signature

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) UEI:	ZAYMEKBAEDR2			
Grantee (or Subgrantee) Name:	Village of Wheeling			
Grantee (or Subgrantee) DBA:				
Grantee (or Subgrantee) Address:	2 Community Boulevard			
City:	Wheeling	State:	IL	Zip+4: 60090-2676 Congressional District: 10
Grantee (or Subgrantee) Principal Place of Performance:				
City:	Wheeling	State:	IL	Zip+4: 60090-2676 Congressional District: 10
Grant #:	223555	Award Amount:	\$ 200,000	Project Period: 1/1/26 - 12/31/26
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority				
CSFA Short Description: Law Enforcement/Prosecution-Based Assistance				
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:				
Q1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?				
Yes <input type="checkbox"/> If yes, must answer Q2 below.				
No <input checked="" type="checkbox"/> If no, you are not required to provide data.				
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?				
Yes <input checked="" type="checkbox"/> If yes, you are not required to provide data.				
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.				
Please provide names and total compensation of the top five officials:				
Name:		Amount:		
Name:		Amount:		
Name:		Amount:		
Name:		Amount:		
Name:		Amount:		

Implementing Agency Name: Village of Wheeling

Grant #: 223555

Section C - Budget Worksheet & Narrative

1. Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<i>Veronica Salazar (1/1-3/3)</i>	<i>Social Worker/Victim Advocate</i>	\$ 87,046	Yr.	16.67%	1.00	\$ 3,142	\$ 11,366	\$ 14,508
<i>Veronica Salazar (3/3-4/30)</i>	<i>Social Worker/Victim Advocate</i>	\$ 92,167	Yr.	16.67%	1.00	\$ 15,361		\$ 15,361
<i>Veronica Salazar (5/1-12/31)</i>	<i>Social Worker/Victim Advocate</i>	\$ 94,939	Yr.	66.66%	1.00	\$ 63,286		\$ 63,286
<i>Yuritzi Garduno (5/1-12/31)</i>	<i>Social Worker/Victim Advocate</i>	\$ 119,370	Yr.	66.67%	1.00	\$ 79,584		\$ 79,584
<i>Yuritzi Garduno (1/1-4/30)</i>	<i>Social Worker/Victim Advocate</i>	\$ 115,893	Yr.	33.33%	1.00	\$ 38,627		\$ 38,627
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total						\$ 200,000.00	\$ 11,366.00	\$ 211,366.00

Personnel Narrative:

- This grant will include the salaries and benefits of two full-time social workers to work 100% of their time on this grant. The first social worker (Veronica Salazar) will earn \$93,155, with \$81,789 requested through this grant and \$11,366 to be allocated to part of the required 20% match from the Village of Wheeling. The second social worker (Yuritzi Garduno) will earn \$118,211 which this grant is requesting her full salary. Salaries are determined by the Village Pay Scale matrix. Both of the social workers will receive the cost of living increase as well as a step increase. The step increase will go into effect on staff anniversary dates and the COLA will be done in May of 2026.
- Both of the social workers/Victim Advocates will work with victim of crime. Yuritzi is primarily responsible for court advocacy as her schedule is 7am-3pm. She accompanies victims to court, monitors cases when victims are excused for attending court, and acts as a liaison with the states attorney for the victims. Veronica does more of the crisis intervention and immediate response with victims as her schedule is from 11am-7pm. Veronica provides on-scene response when needed with both day shift and afternoon shift. Both social workers participate in the 24 hour crisis schedule for evenings/overnights/weekends.

Implementing Agency Name: Village of Wheeling

Grant #: 223555

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other (IMRF)	Other (Insurance)	Other (Please specify)	Other (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)			
			7.6500%	8.8500%								
<i>Veronica Salazar (1/1-3/3)</i>	<i>Social Worker/Victim Advocate</i>	\$ 14,508	\$ 1,110	\$ 1,284	\$ 7,207	\$ -	\$ -	\$ -			\$ 9,600	\$ 9,600
<i>Veronica Salazar (3/3-4/30)</i>	<i>Social Worker/Victim Advocate</i>	\$ 15,361	\$ 1,175	\$ 1,359	\$ -	\$ -	\$ -	\$ -			\$ 2,534	\$ 2,534
<i>Veronica Salazar (5/1-12/31)</i>	<i>Social Worker/Victim Advocate</i>	\$ 63,286	\$ 4,841	\$ 5,601	\$ -	\$ -	\$ -	\$ -			\$ 10,442	\$ 10,442
<i>Yuritzí Garduno (5/1-12/31)</i>	<i>Social Worker/Victim Advocate</i>	\$ 79,584	\$ 6,088	\$ 7,043	\$ 29,714	\$ -	\$ -	\$ -			\$ 42,845	\$ 42,845
<i>Yuritzí Garduno (1/1-4/30)</i>	<i>Social Worker/Victim Advocate</i>	\$ 38,627	\$ 2,955	\$ 3,418	\$ -	\$ -	\$ -	\$ -			\$ 6,373	\$ 6,373
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -
										\$ -	\$ 71,794	\$ 71,794

Fringe Narrative:

- Again taking the two social worker positions, the benefits of FICA, Medicare, and the pension, will all be allocated to the 20% match portion of the grant. FICA at 7.65%, IMRF at 8.85%, and Medicare total \$71,800 in matching funds.

Section C - Budget Worksheet & Narrative

3). Travel (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

- None

Implementing Agency Name: Village of Wheeling

Grant #: 223555

Section C - Budget Worksheet & Narrative

4). Equipment (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>Total</i>				\$ -	\$ -	\$ -

Equipment Narrative:

- None

Implementing Agency Name: Village of Wheeling

Grant #: 223555

Section C - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>Total</i>				\$	-	\$
					-	\$
						-

Supplies Narrative:

- None

Implementing Agency Name: Village of Wheeling

Grant #: 223555

Section C - Budget Worksheet & Narrative

6. Contractual Services (2 CFR 200.318) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost			
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)						
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
							\$ -			
Total					\$	-	\$	-	\$	-

Contractual Narrative:

• None

Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
					\$ -

Indirect Cost Narrative:

None

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Institution/Organization

Signature

Signature

Name of Official

Name of Official

Title
Chief Financial Officer (or equivalent)

Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Village of Wheeling		UEI: ZAYMEKBAEDR2		NOFO ID: 1745-0701	Grant #: 223555
CFSA Number: 546-00-1745		CSFA Short Description: Law Enforcement/Prosecution-Based Assistance		State Fiscal Year(s): 26 & 27	Project Period: 1/1/26 - 12/31/26

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u> Haley Aubrey	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u> Hemant Modi	<u>ICJIA Fiscal & Administrative Signature</u> Signed by: <i>Hemant Modi</i> C1EF4C70B72F485...	<u>Date</u> 12/22/2025 7:53:13 AM CST

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section A - Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) **Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) **Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) **Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)**

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information"*

OR

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note**: The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. **Note** the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program.

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note**: See Notice of State Award for Restricted Rate Programs

Section B - Budget Summary

MATCH FUNDS

MATCH FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-ICJIA resources to the project, the applicant must provide a revenue breakdown of all Match funds in lines (b)-(d). the total of "Match Funds" should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:

- A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.
- B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.
- C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:

- A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.
- B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.
- C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.
- D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:

- A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.
- B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here: <https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).

IX. Section C4 - Equipment:

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.



MEMORANDUM

DATE: January 5, 2026
FROM: Luca Ursan, IT Director
SUBJECT: Resolution Authorizing and Directing the Village Manager to Execute a Service Provider Contract Renewal with Municipal GIS Partners, Inc. in the Amount of \$174,648.24 for GIS Support Services in FY2026 as Part of the Ongoing GIS Consortium initiative
DOLLAR AMOUNT: \$174,648.24
BUDGETED: Yes
BUDGET SOURCE: General Fund and Water & Sewer Fund
RECOMMENDED ACTION: Motion to Approve
STRATEGIC PLAN THEME: Community Image

EXECUTIVE SUMMARY

Staff recommends Village Board approval of the annual renewal of a contract with Municipal GIS Partners for professional staffing services related to the Village's Geographic Information System (GIS) utilities.

MEMO

The attached resolution renews the annual contract with Municipal GIS Partners for GIS support services. In January 2008, the Village of Wheeling joined the GIS Consortium—a group that currently consists of 45 municipalities—and started the process of implementing a Geographic Information System (GIS). The digital mapping information and utilities available through GIS tools (called MyGIS, Community Map Viewer, and Community Portal) assist Village personnel from multiple departments to serve the public with efficiency and effectiveness. In addition to their daily use by Village staff, GIS services are available to Wheeling residents and businesses through the Village's website.

Owing to the nature of these specialized services, the GIS Consortium selects the service provider for all its member municipalities. The GIS Consortium board performs a service provider evaluation every three years and conducts a request for proposals (RFP) process prior to vendor selection. Municipal GIS Partners has been the service provider for the GIS Consortium since 1990, and has been re-selected numerous times during this period as the best vendor for these services. Village staff is in full agreement with the GIS Consortium's guidelines and vendor selection, and therefore recommends that the Village Board approve the renewal of this contract and supplemental statement of work.

The approved 2026 budget includes funding to support the Geographic Information System (GIS) as part of the Village of Wheeling's ongoing GIS Consortium initiative, of which \$174,648.24 will be used for professional GIS support services provided by Municipal GIS Partners.

RESOLUTION NO. 26 - _____

RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE MANAGER TO EXECUTE A SERVICE PROVIDER CONTRACT RENEWAL WITH MUNICIPAL GIS PARTNERS, INC. IN THE AMOUNT OF \$174,648.24 FOR GIS SUPPORT SERVICES IN FY2026 AS PART OF THE ONGOING GIS CONSORTIUM INITIATIVE

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, the President and Board of Trustees of the Village have reviewed the Geographic Information System (GIS) Consortium service provider contract renewal between service provider Municipal GIS Partners and the Village of Wheeling, and are authorizing the Village to expend funds for the GIS services; and

WHEREAS, the President and Board of Trustees have determined that it is in the public interest to execute the attached contract;

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 the attached GIS Consortium Service Provider Contract on behalf of the Village of Wheeling.

Trustee _____ moved, second by Trustee _____ that Resolution No. 26- _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 5th day of January, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “*Contract*”) made and entered into this 1st day of January, 2026 (the “*Effective Date*”), by and between the Village of Wheeling, an Illinois municipal corporation (hereinafter referred to as the “*Municipality*”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “*Consultant*”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“*GISC*”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “*Services*”) in connection with the Municipality’s geographical information system (“*GIS*”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as *Attachment 1* (“*Statement of Work*”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "***Initial Term***").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "***Renewal Term***").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the “***Municipal Materials***”) are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. “***Third-Party Materials***” shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the “***GISC Materials***”).

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality’s GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality’s GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public (“***Confidential Information***”). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term “Confidential Information” does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant’s or Consultant Personnel’s possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality’s Notice to the Consultant of the Municipality’s receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein “FOIA”), the Consultant shall furnish all requested records in the Consultant’s possession which are in any manner related to this Contract or the Consultant’s performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant’s possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant’s Costs associated with such FOIA request or requests including Costs arising from the Consultant’s failure or alleged failure to timely furnish such documentation and/or arising from the Consultant’s failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant’s and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Act**"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "**Applicable Regulations**")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "**Department**") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Wheeling
2 Community Blvd
Wheeling, IL 60090
Attention: Luca Ursan
E-mail: lursan@wheelingil.gov

If to Consultant: Municipal GIS Partners, Incorporated
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:


VILLAGE OF WHEELING

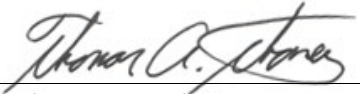
By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: 
Name: Brian Dieker
Its: Business Operations Manager

By: 
Name: Thomas A. Thomey
Its: President

Attachment 1
Statement of Work
to
GIS Consortium Service Provider Contract

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



Attachment 1 – Innovation Hub Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete Geographic Information System (GIS) program staffing with technology cost distribution across GISC members
- Access to all membership solutions and products
- Participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will manage, develop, operate, and maintain all or part of the Village of Wheeling (the Municipality) GIS program, as directed by the Municipality. Additionally, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program, including:

- Technical professionals supporting the Municipality's program needs
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the fulfillment of Municipality requests, execution of planned projects, and maintenance of the Municipality program required to support the system.

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Direct Program Hours

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2026, through December 31, 2026

Direct Program Hours: 1,154.00

Fees and Expenses

The fee for the direct program hours set forth above is **\$14,554.02** per month. The total contract value for the agreement period is **\$174,648.24**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products, and solutions. Services include:

1. Consulting and reporting with all Municipality departments
2. Project identification, management, and delivery
3. User training and onboarding
4. Resource management and scheduling

Data Management

The Consultant is responsible for the GIS and related data based on priorities as directed by the Municipality, including data creation, management, and delivery.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Formation and support of key data stakeholder teams
5. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Integration with ERP and department systems
4. Identifying and communicating new solution opportunities
5. Managing existing solutions to agreed service levels
6. Infrastructure monitoring, alerting, and mitigation
7. Patching, updating, and securing shared infrastructure
8. Researching and evaluating opportunities for development
9. Resource planning and scheduling
10. Scalability planning and right sizing
11. Technical documentation
12. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check**: A tool to standardize address data in Municipality systems and workflows
2. **Address Verification**: A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards**: A solution that enables the Municipality to manage and visualize infrastructure data and maintenance

4. **Community Map Viewer**: A publicly accessible map viewer designed for residents and businesses
5. **Community Portal**: An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Local Government Data Model**: A database standard developed for, and in partnership with, members of the GISC
7. **myGIS**: A secure staff accessible mapping system to discover and analyze all Municipality GIS data
8. **Project Sharing Catalog**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
9. **Real-Time Solutions**: A resource that showcases available projects and solutions for collaboration, visibility, and reuse across teams
10. **Story Maps**: A tool to consume and visualize data from real-time sensors and assets

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.

Modifications to the Contract

The Master Agreement is hereby amended to remove Section 8.1 Facilities, Equipment, and Records, effective as of the date of this Statement of Work.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
 2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
 3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
 2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
 4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.
- E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



MEMORANDUM

DATE: January 5, 2026
FROM: Martin Seay, Administrative Assistant
SUBJECT: Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “Alcoholic Liquor Dealers,” Specifically Section 4.32.085, to Increase the Authorized Number of Class A and D-4 Licenses
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: N/A

EXECUTIVE SUMMARY

On Monday, December 15, the Liquor Control Commission granted a Class A liquor license to Red Bottle Restaurant. On Monday, January 5, the Commission will be asked to consider granting a supplemental Class D-4 license to the same establishment. In anticipation of the probable approval of the latter request, the Board of Trustees will be asked to approve an ordinance increasing the authorized number of liquor licenses of those classes.

****If the Commission does not approve the request for the Class D-4 license, this ordinance should be removed from the consent agenda and approved by amendatory motion.****

MEMO

The attached ordinance increases the authorized number of Class A liquor licenses by one to reflect the Liquor Control Commission's December 15 approval of a license of that class to Red Bottle Restaurant, and also increases the authorized number of Class D-4 licenses by one in anticipation of the Commission's granting of a license of that class to the same establishment on January 5. (Staff inadvertently omitted the business's request for a Class D-4 license from the requests the Commission considered on December 15.)

Please find attached for your reference the complete list of current Wheeling liquor license holders. If you have questions or concerns about this ordinance, please contact me.

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS," SPECIFICALLY SECTION 4.32.085, TO INCREASE THE AUTHORIZED NUMBER OF CLASS A AND D-4 LICENSES

WHEREAS, the Village of Wheeling and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1, *et seq.*) to provide for the control, management, and licensing of the sale of alcoholic beverages within the corporate boundaries; and

WHEREAS, the Village has determined that it is necessary and desirable to increase the authorized number of Class A licenses from nine (9) to ten (10) and to increase the authorized number of Class D-4 licenses from fourteen (14) to fifteen (15); and

WHEREAS, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the ordinance as herein amended;

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

Section A

Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.085, "Authorization of Licenses" is hereby amended, and as amended shall read and provide as follows:

4.32.085 Authorization of licenses.

(a) The following licenses are authorized to be issued:

TABLE INSET:

Class A	<u>9</u> <u>10</u>
Class A-V	5
Class A-1	1
Class A-1-V	1
Class B	7
Class B-V	3
Class B-1	2
Class B-1-V	2
Class C	0
Class C-LC	1

Class C-V	4
Class D	8
Class D-1	1
Class D-2	5
Class D-3	1
Class D-4	<u>14</u> 45
Class E	0
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	2
Class J-1	1
Class J-2	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class N	1
Class N-V	15
Class O	1
Class P	1

Any licensee holding a valid liquor license may petition the commission to change the class of that liquor license by submitting an application that reflects the proposed changes to the operations of the licensee.

If the licensee in the premises meets approval of any such change of a license class, a new license of the requested class shall be issued and shall entitle the licensee to all of the privileges of the requested class at the premises subject thereto, and the license of the previous class shall be declared void. Any change of license class shall require the payment of any higher fee required for the issuance of the license of the new class.

- (b) Upon any license becoming forfeited, void, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one.

Section B

Those sections, paragraphs, and provisions of Chapter 4.32, "ALCOHOLIC LIQUOR DEALERS," of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than expressly amended or repealed in Section A of this Ordinance.

Section C

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

Section D

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.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

APPROVED this 5th day of January 2026, by the President and Board of Trustees,
Wheeling, Illinois.

Patrick Horcher
Village President

ATTEST:

Kathryn M. Brady
Village Clerk

APPROVED AS TO FORM:

Village Attorney

Published in pamphlet form, this 6th day of January 2026, by order of the
Corporate Authorities of the Village of Wheeling.



Current Wheeling Liquor Licenses

January 5, 2026

312 Nail Spa	J-1	405 W. Dundee Road
A-1 Liquors	D	50 N. Wolf Road
Amvets Phillip Carpenter Post 66	E-V	700 N. McHenry Road
Armo Grill	B-1	516 N. Milwaukee Avenue
B&L Liquors	D	767 W. Dundee Road
Bella's Bistro	B-V	25 Huntington Lane
• Bella's Bistro	D-4	25 Huntington Lane
Beerman US	D-1	102 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Binny's Beverage Depot	D	1550 E. Lake Cook Road
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Café Parlay	N-V	1000 S. Milwaukee Avenue
Canvas Venue	J	97 Marquardt Drive
Carnicerias Jimenez	D-3	550 W. Dundee Road
Casa Chapala's Grill	A-V	34 N. Elmhurst Road
Cinergy Cinema & Entertainment	A	401 W. Dundee Road
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
Crystal Rain Distillery	P	2281 Foster Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
District Brew Yards	A-1-V	700 N. Milwaukee Avenue*
• District Brew Yards	D-4	700 N. Milwaukee Avenue*
The Dough Boy	B-1-V	286 McHenry Road
Dundee Food & Liquor	D	11 W. Dundee Road
El Burrito Bronco	B-1	733 W. Dundee Road
Elsa's	N-V	735 N. Milwaukee Avenue
Ethno Restaurant	A	1057 & 1063 E. Lake Cook Road
Finn McCool's Irish Sports Pub	C-V	371-373 W. Dundee Road**
Gia's	N-V	1940 S. Wolf Road
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Joe's Pizzeria	B-1-V	57 N. Wolf Road
Jugaadu Slots & Video Poker	N-V	216 McHenry Road
Jugaadu Slots & Video Poker	N-V	860 S. Wheeling Road
Kazan Restaurant	B	94 S. Milwaukee Avenue
KD Market	D-2	835 W. Dundee Road
Kiki's Café Monte Carlo	N-V	1201 W. Dundee Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kitchen House	N	339-341 E. Dundee Road
Kolssak Funeral Home	J	189 S. Milwaukee Avenue

La Doñita Oaxaqueña 2	B-V	56 & 58 N. Wolf Road
Las Islas Marias	B	784 W. Dundee Road
• Las Islas Marias	D-4	784 W. Dundee Road
Lenny's Wheeling Liquors	D	1920 E. Hintz Road
Liquor Barn	D	287 E. Dundee Road
Louie's Boston Fish Market	A-V	412 N. Milwaukee Avenue
The Lucky Emerald	N-V	71 S. Milwaukee Avenue
Moretti's	A-V	365 W. Dundee Road
MP Kitchen & Bar	A-V	403 W. Dundee Road
Old Munich Tavern	C-V	582 N. Milwaukee Avenue
• Old Munich Tavern	C-LC	582 N. Milwaukee Avenue
• Old Munich Tavern	D-4	582 N. Milwaukee Avenue
Pirosmani / Stumara	B	847 & 849 W. Dundee Road
• Pirosmani / Stumara	D-4	847 & 849 W. Dundee Road
PS Pub	C-V	767 W. Dundee Road
Red Bottle Restaurant	A	401 E. Dundee Road
Rise N Dine	B	102 S. Milwaukee Avenue
Rosebud Steakhouse	A	502 W. Dundee Road
• Rosebud Steakhouse	D-4	502 W. Dundee Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Sip and Slots	N-V	30 W. Dundee Road
Sofia's Café	N-V	353 N. Milwaukee Avenue
Spears Bourbon-Burgers-Beer	A	723 N. Milwaukee Avenue
• Spears Bourbon-Burgers-Beer	D-4	723 N. Milwaukee Avenue
Stella's Place-Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place-Fresh Farms	N-V	255 E. Dundee Road
Stella's Place-Lexington Commons	N-V	1081 Lake Cook Road
Superdawg	A-1	333 S. Milwaukee Avenue
• Superdawg	D-4	333 S. Milwaukee Avenue
SWEJ Wine & Liquor	D	208-212 McHenry Road
Target	D-2	1400 W. Lake Cook Road
Tracy's	N-V	18 W. Dundee Road
Vasilki Restaurant & Deli	B	250-252 McHenry Road
Vegas Lounge	N-V	280 E. Dundee Road
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
West Town Bakery	B	781 N. Milwaukee Avenue***
• West Town Bakery	D-4	781 N. Milwaukee Avenue***
The Westin Chicago North Shore	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
Wheeling Town Center	J-2	335-419 W. Dundee Road
The Wheeling Park District	O	100 Community Boulevard
Yu's Mandarin	A	600 S. Milwaukee Avenue

* Permanently closed on September 28, 2025.

** Not yet open.

*** Permanently closed on March 5, 2025.



MEMORANDUM

DATE: January 5, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval for a Day Care Center (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PSU25-0011]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

K-Educate, Inc. is seeking special use approval to permit a day care center at 740 W. Hintz Road. At the December 17, 2025 public hearing, the Plan Commission unanimously recommended approval of this request. The complete staff report, including the description of the proposal and staff analysis, is attached. The petitioner is also seeking a variation to permit a reduction in the minimum setback to allow for a playground area, as well as a variation to permit a reduction in the minimum required fence height, and those requests follow this item on the agenda of the January 5, 2026 meeting.

MEMO

The petitioner seeks to operate K-Educate Day Care Learning Center within the existing commercial retail building formerly occupied by Family Video, in the eastern portion of the building. As described in the petitioner's project description letter, the facility proposes to accommodate up to 60 children, ranging in age from 18 months to 12 years. The day care will offer full-time, part-time, and drop-in care. The proposed hours of operation are Monday through Friday, 7:00 AM to 6:00 PM. A total of eight employees will be present during the peak shift, including three teachers, three assistants, one director, and one kitchen staff member.

Plan Commission Recommendation

At the December 17, 2025 Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Smart, to recommend approval of Docket No. PSU25-0011 granting Special Use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit the operation of a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz 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. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).
2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

There being seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the findings of fact and the recommendation of the Plan Commission. An ordinance is attached for the

Board's consideration reflecting the Commission's recommendation to grant Special Use approval for a day care facility for K-Educate, Inc., subject to conditions. I have no further comments.

ATTACHMENTS

Ordinance – Special Use Approval [Docket No. PSU25-0011]

Exhibits:

- Petitioner's Project Description Letter received by the Village on 6/20/2025
- Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025
- Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025
- Floor Plan received by the Village on 11/13/2025
- Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025
- Proposal for Fence by ABC Fence, Inc. dated 8/24/2025

PC Staff Report

Report Attachments (staff)

Findings of Fact (Draft)

Certificate of Publication

ORDINANCE NO. _____

**ORDINANCE GRANTING SPECIAL USE APPROVAL FOR A DAY CARE CENTER
(K-EDUCATE, INC. DAY CARE LEARNING CENTER), 740 W. HINTZ ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on November 17, 2025, duly noticed in the *Daily Herald* on December 2, 2025, to consider a petition by K-Educate, Inc., Day Care Learning Center (hereinafter referred to as the "Petitioner") for Special Use approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a Day Care Center located at 740 W. Hintz Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the B-3 General Commercial and Office zoning district; and

WHEREAS, this petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required rear and side yard setbacks associated with the construction of a playground (Docket No. PV25-0003); and

WHEREAS, this petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required fence height (Docket No. PV25-0004); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 7 ayes and 0 nays, with 0 absent; and

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

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

Section A

This Board of Trustees, after considering the Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The special use is necessary for the public convenience at that location;
- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with the appropriate and orderly development of the district in which it is located;
- The location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and

- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, to permit a day care center, in the B-3, General Commercial and Office zoning district, located at the Subject Site, hereinafter legally described:

LOT 1 IN AMOCO C-3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1992 AS DOCUMENT NUMBER 92245276, 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** and made part hereof:

- Petitioner’s Project Description Letter received by the Village on 6/20/2025.
- Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025.
- Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025.
- Floor Plan received by the Village on 11/13/2025.
- Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025.
- Proposal for Fence by ABC Fence, Inc. dated 8/24/2025.

Section D

The Special Use Approval granted in Section B of this Ordinance is subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).
2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner’s project description letter (received by the Village on

6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

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 6th day of January, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A
(Attached)

- Petitioner's Project Description Letter received by the Village on 6/20/2025
- Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025
- Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025
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K-Educate, INC

Katerina Shafran
456 Chicory Ln
Buffalo Grove, IL, 60089
224-433-4830
keducate123@gmail.com

20th of June 2025

Village of Wheeling

To Whom It May Concern,

We want to build a K-Educate Daycare learning center with approximately up to 60 kids and will be located at 740 W. Hintz, Wheeling, IL, 60090. We will cater to children approximately aged 18 months to 12 years old and will offer full-time, part-time, and drop-in care for students. The daycare center will open from 7am to 6pm Monday through Friday and most of the students will drop off somewhere between 8am and 9am and pick up from 5pm to 6pm. When the parents come to pick up their child, they have enough space in the parking lot. We have 40 shared stalls in the parking area. The parents will spend less than 5 minutes dropping off and picking up their kids.

We have a big backyard that is fenced in with a gate. The fence is 6 feet high to ensure the safety of the children. We want to build a playground within the sandbox, playhouse, and gross motor area. The students will play outside approximately from 11am-12pm and from 5pm to 6pm.

Our curriculum is based on the Illinois Early Learning Standards. I use these standards throughout my lessons to maximize the learning that can take place throughout the school day. I also use a Russian curriculum that is based on my knowledge and multiple degrees in preschool education.

Sincerely,

Katerina Shafran

Project Narrative – Special Use Application

740 W Hintz Rd, Wheeling, IL 60090

Overview of the Proposal

K-Educate, Inc. proposes the development and operation of a child care/day care facility at 740 W Hintz Rd, Wheeling, IL. The facility will occupy approximately 3,665 square feet in a standalone commercial building formerly occupied by Legacy Family Video. The space will be renovated to meet all licensing and safety standards required for early childhood education, including interior build-out, updated ADA compliance, and improved landscaping.

Background of the Business

K-Educate, Inc. is an educational organization focused on early childhood development and community enrichment. The new Wheeling location will provide essential child care services to working families in the surrounding area. Our programs emphasize social-emotional learning, early literacy, and school readiness while fostering a safe and stimulating environment.

Operational Details

- Hours of Operation: Monday through Friday, 7:00 AM – 6:00 PM
- Estimated Staff: 8-10 employees on-site during operational hours
- Number of Children Served: 45-60 (age-appropriate classrooms)
- On-site Vehicles: Minimal — primarily staff vehicles
- Parking: Shared lot with ample space; no changes proposed to the current layout

Community Impact

The proposed child care facility fulfills a growing need for quality early childhood education in Wheeling. The location provides convenient access for working parents, particularly those commuting via nearby arterial roads. The adaptive reuse of the vacant building will revitalize a visible commercial corner, promote foot traffic, and support local economic development. Enhanced landscaping and updated fencing will improve the visual appeal of the site. This project directly benefits families, supports working parents, and contributes positively to the community fabric.

Zoning & Development Standards

The proposed use requires a Special Use permit under the current zoning district. The requested use is consistent with adjacent commercial and service-oriented properties. No exterior additions are planned. The proposed use will operate harmoniously with surrounding businesses without generating undue noise, traffic, or environmental impact.

Landlord-Supported Improvements

Per the Letter of Intent, the landlord will complete essential improvements including:

- Removal of dead/fallen landscaping
- Fence repair and replacement
- Tenant improvement (TI) allowance of \$50,000 toward facility build-out

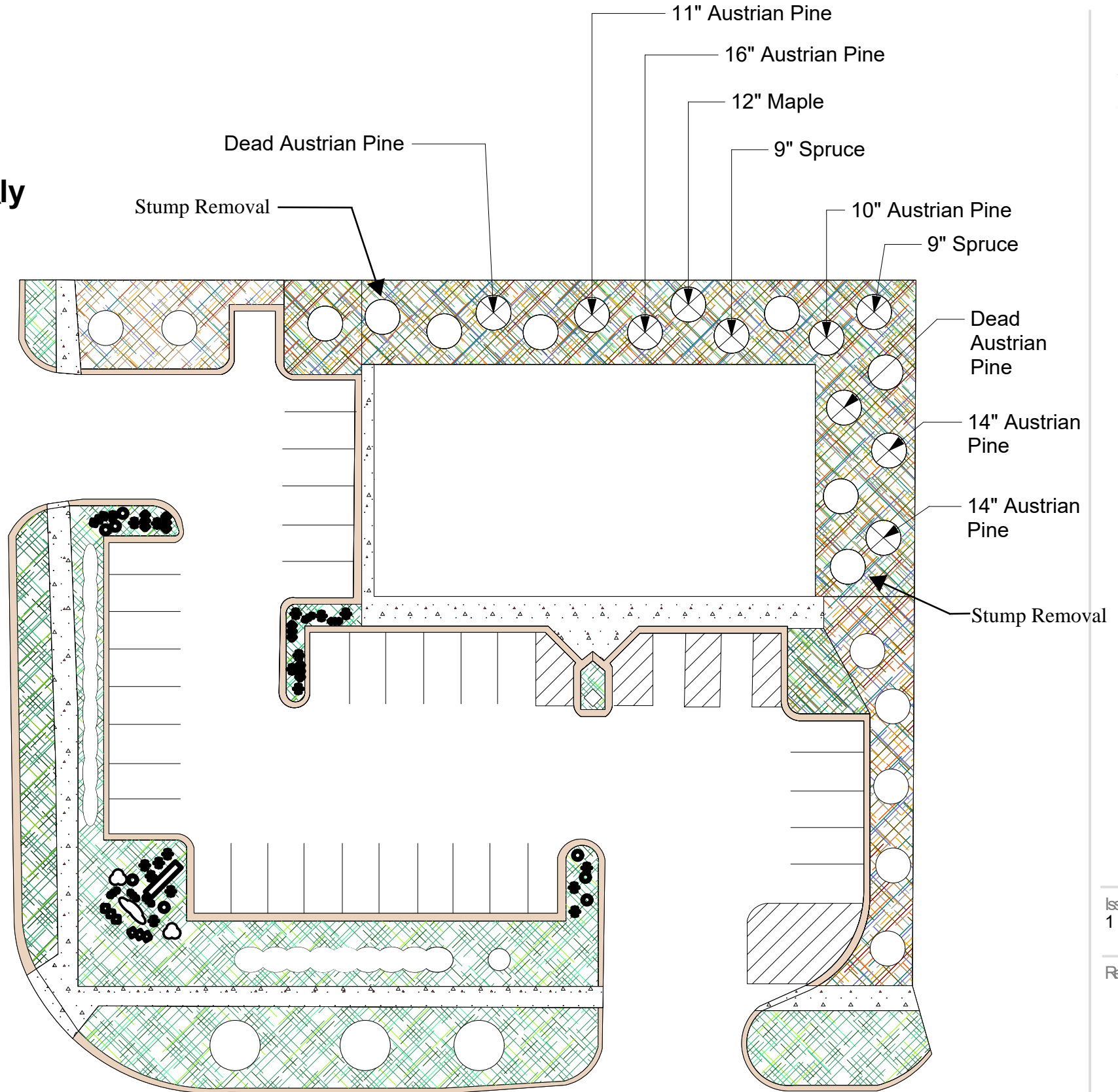
Addendum to Planning Division Comments: Drop-Off/Pick-Up Area:

The proposed drop-off and pick-up operations will follow this detailed plan:

- Four clearly marked parking spaces will be designated exclusively for drop-off and pick-up.
- Parents will park, walk their children into the center, assist with removing outerwear and preparing for the classroom.
- Children will then be escorted directly to their assigned classrooms by the parent, handed off securely to their teacher or caregiver.
- The process is expected to take less than five minutes per child, minimizing traffic and maintaining efficient turnover in parking spaces.
- Staff supervision will be in place during peak hours to support smooth traffic flow and ensure adherence to this procedure.

Tree/plant location for reference only

Description	Latin Name	Common Name	Mature Size	Container Size	QTY
Perennial	Achillea millefolium 'Marie Ann'	Yellow Yarrow	18"	1G	21
Grass	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	4'	1G	3
Shrub	Cornus sericea 'Allemands Dwarf'	Dwarf Redosier Dogwood	6'H x 5'W	30"	13
Shrub	Cotoneaster adpressus 'Tom Thumb'	Creeping Cotoneaster	1.5'H x 1.5'W	3G	6
Perennial	Hemerocallis x 'Stella De Oro'	Yellow Daylily	15-18"T	1G	25
Shrub	Hydrangea paniculata 'Pink Diamond'	Panicle Hydrangea	6'H x 6'W	24"	2
Evergreen	Juniperus horizontalis	Youngstown Juniper'	1.5'H x 5'W	24"	6
Perennial	Nepeta x faassenii 'Walker's Low'	Catmint	10"T	1G	10
Grass	Pennisetum alopecuroides 'Red Head'	Fountain Grass	3'	1G	12
Perennial	Perovskia artriplicifolia	Russian Sage	4'	1G	3
Shrub	Rosa x	Pink Knockout Rose	4'H x 4'W	3G	5
Perennial	Sedum x	Autumn Joy Sedum	18"T	1G	21

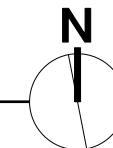


Family Video
Elmhurst and Hintz
Wheeling, IL 60090

Issue 1 Date 9/19/2025

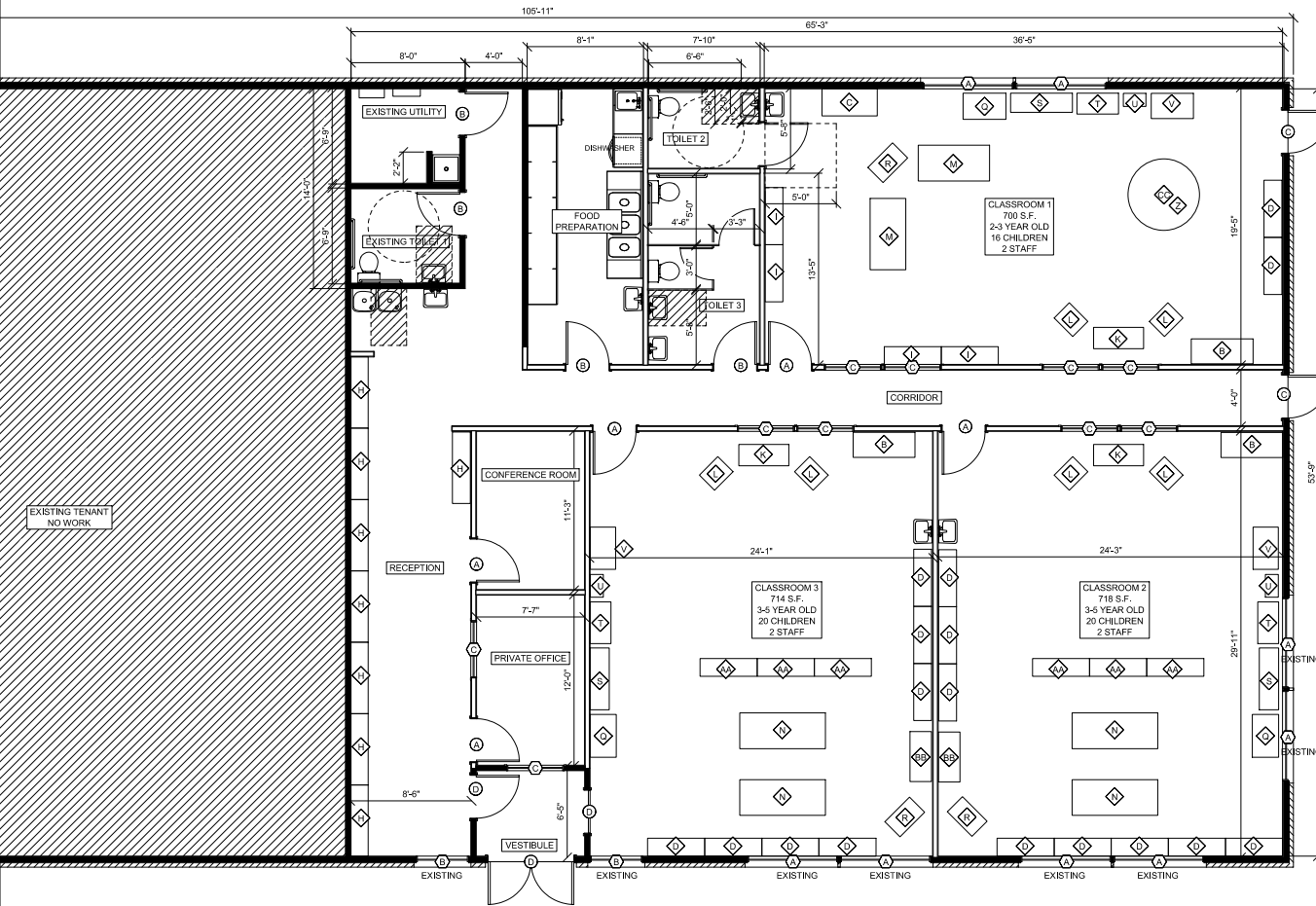
Revision Date

1 **Landscape Plan**
Scale: 1" = 30'-0"



11 x 17

L-1.0



FURNITURE SCHEDULE

SYMBOL	DESCRIPTION	DIMENSIONS			MODEL NO.	QUANTITY
		LENGTH	WIDTH	HEIGHT		
⬡	STANDARD COT					
⬡	STANDARD COT CARRIER (7.6 S.F.)	52"	21"	7"		3
⬡	CHANGING TABLE	46 1/2"	23"	36"		1
⬡	SHelf STORAGE	48"	15"	36"		17
⬡	STORAGE UNIT	48"	15"	24"		0
⬡	STORAGE ISLAND	48"	29"	30"		0
⬡	BOOK STORAGE	23"	23"	44"		0
⬡	LOCKERS (5-SECTION)	60"	15"	48"		8
⬡	LOCKERS (4-SECTION)	48"	15"	48"		4
⬡	WALL LOCKER (FULLY ASSEMBLED)	46 1/2"	14 1/2"	24 1/2"		0
⬡	COUCH	42"	18"	22"		3
⬡	CHAIR	22"	18"	22"		6
⬡	TABLE (8 SEATS)	60"	30"	30"		2
⬡	TABLE (10 SEATS)	72"	30"	30"		4
⬡	TODDLER ACTIVITY TABLE	36"	24"	18"		0
⬡	WATER PLAY CENTER	45"	28"	24"		0
⬡	DRESS UP CENTER	36"	22"	42"		3
⬡	TEACHER CENTER	29 1/2"	18"	51"		3
⬡	PRETEND PLAY KITCHEN	52"	16-1/8"	44 1/2"		3
⬡	PRETEND PLAY MARKET	35"	17 1/2"	52"		3
⬡	DRESSING TABLE WITH STOOL	19"	11"	32"		3
⬡	DOCTOR ACTIVITY CENTER	35 1/2"	21 1/2"	37 1/4"		3
⬡	DOLL HOUSE	27.95"	15.87"	35.45"		0
⬡	TALL STORAGE CABINET FOR TEACHER	30"	20 1/2"	70"		0
⬡	WALL CABINET	30"	12 1/2"	36 1/2"		0
⬡	ROUND HARDWOOD TABLE	30"Ø		24"		1
⬡	MOBILE STORAGE	48"	15"	30"		6
⬡	TEACHER DESK	42"	18"	22"		2
⬡	7-PIECE FOAM CLIMBING BLOCKS	52"	21"	7"		1

GENERAL NOTES

THE CONTRACTOR SHALL PERFORM ALL WORK PER THE 2018 INTERNATIONAL CODES AND MUST COMPLY WITH THE REQUIREMENTS OF THE VILLAGE ENGINEER.

THE CONTRACTOR SHALL NOTIFY THE OWNER, MUNICIPALITY, A MINIMUM OF THREE (3) DAYS BEFORE START OF CONSTRUCTION.

THE CONTRACTOR SHALL REQUEST A UTILITY LOCATE A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION ACTIVITIES. CONTACT J.U.L.I.E. AT (800) 892-0123 OR 811.

THE CONTRACTOR SHALL VERIFY THE LOCATIONS & DEPTHS OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS AND SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE DONE TO UTILITIES WITHIN THE LIMITS OF IMPROVEMENT.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE CIVIL ENGINEERING PLANS AND ANY PLANS PREPARED BY OTHERS ARE CONCURRENT.

DO NOT SCALE PLANS FOR CONSTRUCTION DRAWINGS, VERIFY ALL DIMENSIONS IN FIELD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.

A COPY OF THE APPROVED ENGINEERING PLANS IS TO REMAIN ON SITE AT ALL TIMES.

THE CONTRACTOR SHALL INSTALL BARRICADES, CLOSE WALKS BEFORE STARTING AND COVER EXCAVATIONS AT THE END OF EACH DAY.

THE CONTRACTOR SHALL MAINTAIN "POSITIVE" SITE DRAINAGE DURING CONSTRUCTION.

THE CONTRACTOR SHALL REMOVE OR SECURE CONSTRUCTION EQUIPMENT AT THE END OF EACH DAY.

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED LOCAL PERMITS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE CONSTRUCTION STAKING AND LAYOUT.

THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER AND JURISDICTIONAL AUTHORITIES, INCLUDING THEIR AGENCIES, AND NEIGHBORING PROPERTY OWNERS FROM LIABILITIES.

THE CONTRACTOR SHALL VERIFY ELEVATIONS BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION SIGNS & BARRICADES.

THE CONTRACTOR SHALL MERGE COST FOR ANY INCIDENTAL ITEMS INTO HIS PROPOSAL.

THE CONTRACTOR SHALL GUARANTEE PLANT/PAVING MATERIALS & WORKMANSHIP FOR ONE YEAR.

THE CONTRACTOR SHALL REMOVE AND DISPOSE OF UNSUITABLE AND EXCESS MATERIAL.

THE CONTRACTOR SHALL COMPLY WITH PA 96-1416/CLEAN CONSTRUCTION DEBRIS REMOVAL & OFF-SITE DISPOSAL REQUIREMENTS.

THESE ENGINEERING PLANS DO NOT MEET THE MINIMUM REQUIREMENTS FOR A PLAT OF SURVEY. THE PROPERTY LINES AND BOUNDARIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL REFER TO THE TITLE, DEED, ABSTRACT OR PLAT OF SURVEY AND SHALL VERIFY THE PROPERTY BOUNDARY PRIOR TO CONSTRUCTION STAKING.

ANY DEVIATION FROM THIS APPROVED PLAN SHALL REQUIRE WRITTEN APPROVAL FROM THE VILLAGE & RBD ASSOCIATES, INC.

INSPECTIONS—CONTACT THE VILLAGE DEVELOPMENT SERVICE DEPARTMENT TO SCHEDULE THE FOLLOWING REQUIRED ENGINEERING

- A. EROSION CONTROL INSPECTION
- C. FINAL ENGINEERING INSPECTION

NOTES:

- 1. MAINTAIN POSITIVE GRADES AWAY FROM THE ADDITION.
- 2. GRADING AND PAVING SHALL PROVIDE POSITIVE DRAINAGE AND SHALL NOT ADVERSELY AFFECT NEIGHBORING PROPERTIES
- 3. SIDEYARDS ARE NOT TO BE PITCHED TO NEIGHBORING PROPERTIES.
- 4. SOD OR SEED/BLANKET WITH TOPSOIL TO BE INSTALLED IN DISTURBED AREAS
- 5. ANY DEVIATION FROM THIS APPROVED PLAN SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM THE VILLAGE OF WHEELING.

REAR/SIDE YARD GRADING IMPROVEMENT

FOR 740 W HINTZ RD, WHEELING, ILLINOIS 60090

CONSTRUCTION NOTES

1. DISTURBED LAWN AREAS SHALL BE RESTORED:
PARKWAY LAWN – 6" TOPSOIL AND SOD
ON-SITE LAWN – 6" TOPSOIL AND SEED AND BLANKET
OFF-SITE LAWN – 6" TOPSOIL AND SOD
2. CONTRACTOR SHALL RESTORE ANY DAMAGED ITEMS PRIOR TO FINAL INSPECTION.
3. ALL EXCAVATED MATERIAL NOT USED FOR BACKFILL SHALL BE HAULED FROM SITE.
4. MAINTAIN EXISTING DRAINAGE PATTERNS. NO GRADING SHALL BE PERFORMED, NOR SHALL LANDSCAPING BE PLACED, SO AS TO IMPEDE THE FLOW OF RUNOFF ONTO THIS SITE FROM ADJACENT PROPERTIES.
5. NO TRENCHING, EXCAVATION, OR CONSTRUCTION ACTIVITIES SHALL TAKE PLACE IN TREE PROTECTION ZONES.
6. THE VILLAGE RIGHT OF WAY SHALL NOT BE USED FOR STORAGE OF ANY KIND.

GENERAL NOTES – TREE & BERM WORK

CONTRACTOR SHALL REMOVE ALL TREES AND STUMPS AS SHOWN ON THE APPROVED PLANS OR AS DIRECTED BY THE VILLAGE OF WHEELING.

ALL TREE REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE VILLAGE OF WHEELING REQUIREMENTS.

STUMPS SHALL BE COMPLETELY REMOVED, INCLUDING LARGE ROOTS, TO A MINIMUM DEPTH OF 24 INCHES BELOW FINISHED GRADE. VOIDS SHALL BE BACKFILLED WITH CLEAN TOPSOIL AND COMPACTED.

AREAS DISTURBED BY TREE AND STUMP REMOVAL SHALL BE GRADED TO MATCH PROPOSED CONTOURS SHOWN ON THE PLANS AND PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES.

REGRADE BERMS PER PROPOSED GRADING PLAN TO ACHIEVE UNIFORM SLOPES AND SMOOTH TRANSITIONS TO EXISTING GRADES.

AFTER FINAL GRADING, PLACE A MINIMUM OF 6 INCHES OF CLEAN TOPSOIL ACROSS ALL DISTURBED AND REGRADED AREAS.

INSTALL SOD IN ALL DISTURBED GRASS AREAS AND MAINTAIN UNTIL FULLY ESTABLISHED.

ALL WORK SHALL COMPLY WITH VILLAGE OF WHEELING ENGINEERING AND FORESTRY DEPARTMENT STANDARDS AND BE SUBJECT TO INSPECTION AND APPROVAL.

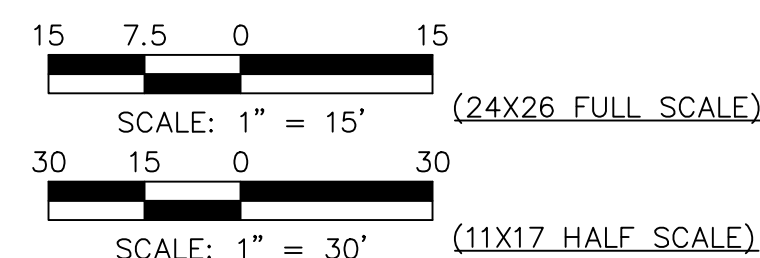
Village Survey Monument
VILLAGE OF WHEELING CONTROL POINT VOW-13
5/8" IRON BAR WITH YELLOW PLASTIC CAP STAMPED V.O.W.
ROW, W SIDE S ELMHURST, ACROSS FROM KRISTY LN.
ELEVATION = 656.54 NAVD 88
SITE BENCHMARK:
CUT CROSS ON TOP OF CURB NEAR SOUTHEAST CORNER OF BUILDING, AS SHOWN.
ELEV=654.09 (NAVD-88)

ENGINEERING PLANS PREPARED BY:

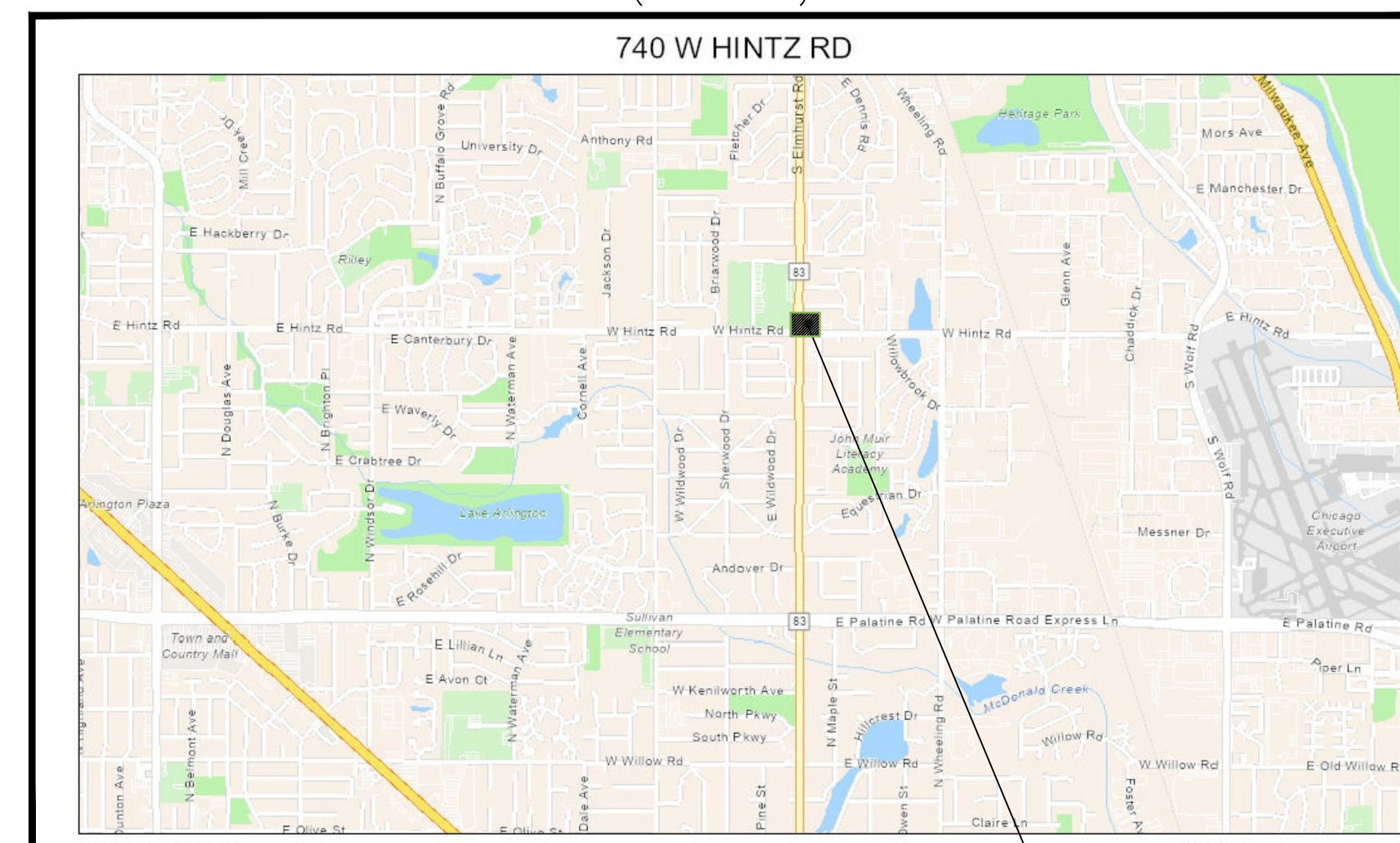
RBD ASSOCIATES, INC.
DESIGN FIRM LICENSE NUMBER:
184.008755
GLENVIEW, IL.
Ramiz@rbdengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

CALL JULIE
CALL 48 HOURS BEFORE YOU DIG
(EXCLUDING SAT., SUN. & HOLIDAYS)
1-800-892-0123



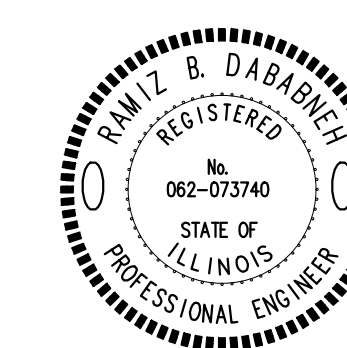
LOCATION MAP
(NO SCALE)



SITE LOCATION:
740 W HINTZ RD,
WHEELING, ILLINOIS 60090

DRAINAGE STATEMENT

TO THE BEST OF MY KNOWLEDGE, THE PROPOSED WORK QUALIFIES THAT THE DEVELOPMENT MEETS THE MINIMUM CRITERIA FOR STORMWATER MANAGEMENT IN ACCORDANCE WITH THE COOK COUNTY STORMWATER ORDINANCE AND THE VILLAGE CODE OF WHEELING.



Ramiz B. Dababneh

Signed: 11/06/2025
Expires: 11/30/2027

RAMIZ B. DABABNEH
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS NO. 062-073740

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
01	TITLE SHEET AND NOTES
02	EXISTING CONDITIONS & EROSION CONTROL
03	PROPOSED CONDITIONS
04	DETAILS SHEET

SURVEY INFORMATION:

ADDRESS: 740 W HINTZ RD, WHEELING, ILLINOIS 60090

1. LOT DIMENSIONS TAKEN FROM ORIGINAL SURVEY. ALL LOT LINES, SETBACK LINES, UTILITY EASEMENT, ARE TO BE LOCATED ON THE SITE BEFORE WORK STARTS.
2. CONTRACTOR IS SOLE RESPONSIBLE FOR COMPLIANCE WITH SETBACKS AND EASEMENTS.
3. CONTRACTOR AGREES TO COMPLY WITH THIS DIRECTIVE AND FURTHER AGREES TO HOLD ENGINEER HARMLESS FOR REMEDIAL ACTION DUE TO HIS FAILURE TO COMPLY.
4. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR DEMOLITION OR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY UNDER THE CONTRACT FOR CONSTRUCTION.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.
7. FIELD WORK COMPLETED ON 10/16/2025.

RBD ASSOCIATES, INC. NOTES:

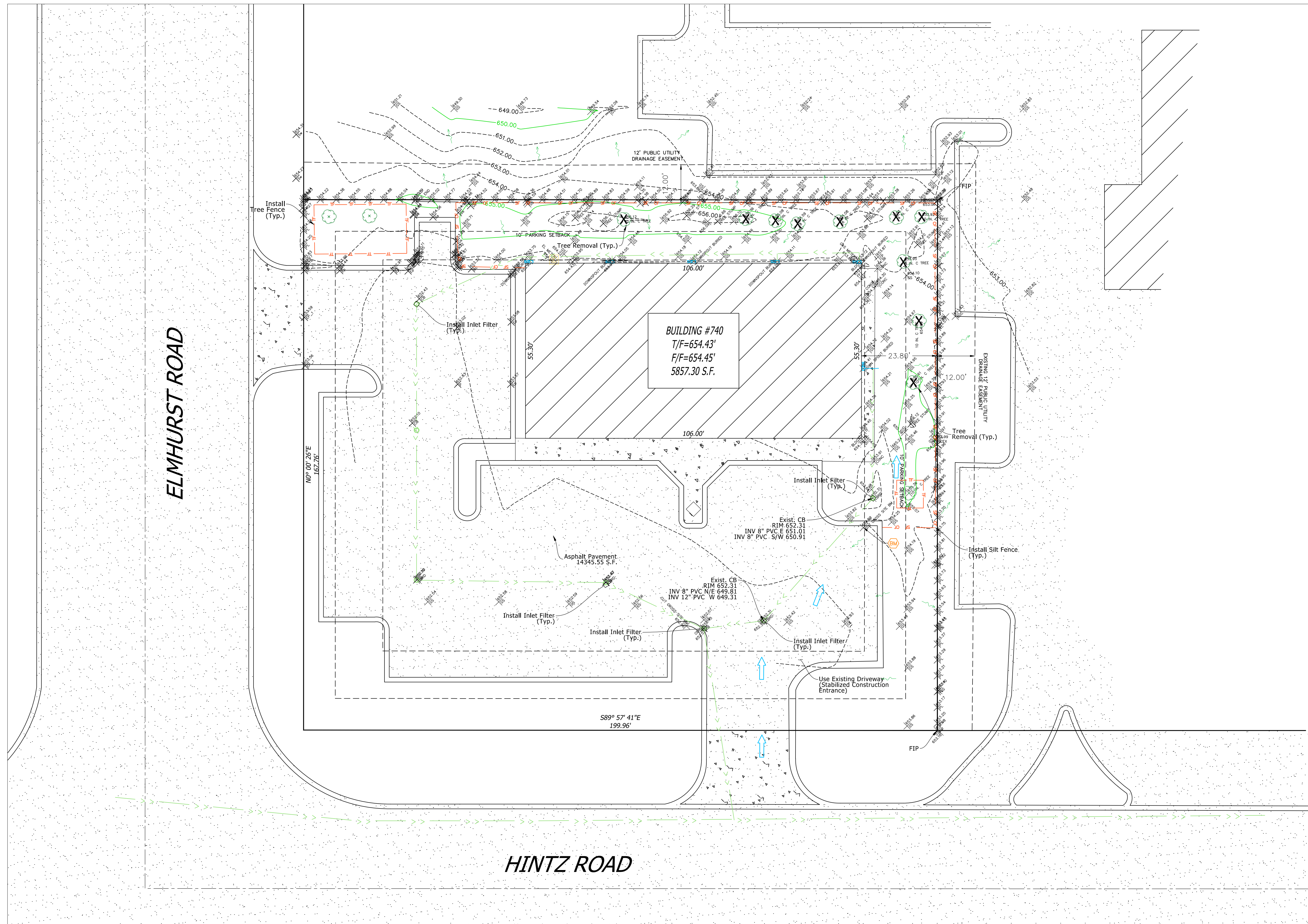
1. REAR/FRONT/SIDE YARD BASINS MAY EXPERIENCE STANDING WATER DURING HEAVY RAIN EVENTS.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL VILLAGE/COUNTY REGULATIONS AND CODES AS WELL AS STANDARDS.
3. SHOULD IT APPEAR THAT THE WORK COVERED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED OR EXPLAINED, AN RFI FORM SHALL BE SUBMITTED TO THE ENGINEER FOR FURTHER DRAWINGS OR EXPLANATIONS AS MAY BE NECESSARY TO CLARIFY THE POINT IN QUESTION PRIOR TO THE CONTRACT AWARD. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE A JOB COMPLETE IN EVERY RESPECT. THE CONTRACTOR IS RESPONSIBLE FOR THIS RESULT AND TO TURN OVER THE PROJECT IN COMPLETE OPERATING CONDITION, IRRESPECTIVE OF WHETHER THE CONTRACT DOCUMENTS COVER EVERY INDIVIDUAL ITEM IN MINUTE DETAIL.

PLANS PREPARED FOR
BRIANNA CARLSON
BRIANNA.CARLSON@LEGACYPRO.COM
608-751-4056

RBD ASSOCIATES, INC.
| CIVIL ENGINEERING FIRM |
RBDENGINEERING.COM
224.425.0009

SUBMITTALS			
DATE	REMARKS	DATE	REMARKS
11/6/2025	ISSUED FOR DESIGN COORDINATION		

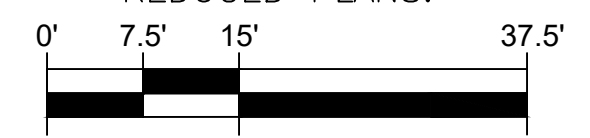
PROJECT NO.: 25-740
DATE: 11/06/2025
SHEET 1 OF 4



LEGEND AND SYMBOLS:

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 - INDICATES PARKING STALL COUNT
 - INDICATES SIGN LOCATION
 - SHADING INDICATES STANDARD ASPHALT PAVEMENT
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FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. USE THE SCALE BELOW TO MAKE MEASUREMENTS ON REDUCED PLANS.



**C-2
EXISTING CONDITIONS &
EROSION CONTRA**

DESIGNED BY:	RBD
PROJECT NO.:	25-740
DATE:	11/06/2025
SCALE:	1:15 (FULL), 1:30 (HALF)
SHEET	2 OF 4

ENGINEERING PLANS PREPARED BY:
RBD Associates, Inc.
Design Firm License Number: 184.008755
GLENVIEW, IL.
Romiz@bdenengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

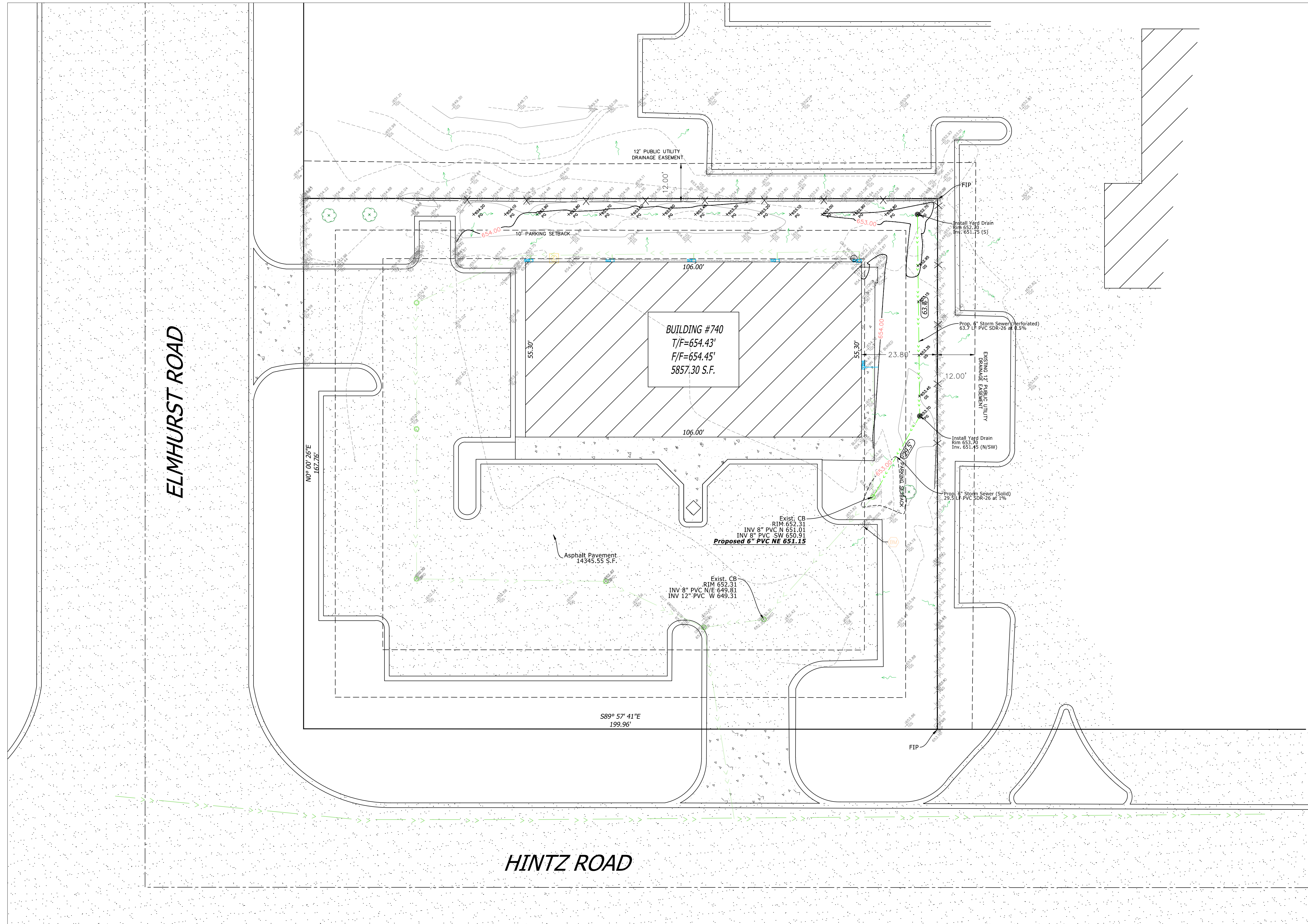
PLANS PREPARED FOR:
Brianna Carlson
brianna.carlson@legacypro.com
(608) 751-4056

Village Survey Monument
VILLAGE OF WHEELING CONTROL POINT VOW-13
5/8" IRON BAR WITH YELLOW PLASTIC CAP STAMPED V.O.W. ROW, W SIDE S
ELMHURST, ACROSS FROM KRISTY LN.
ELEVATION = 656.54 NAVD 88
SITE BENCHMARK:
CUT CROSS ON TOP OF CURB NEAR SOUTHEAST CORNER OF BUILDING, AS SHOWN.
ELEV=654.09 (NAVD-88)

DATE	SUBMITTALS	REMARKS
12/10/2025		REVISED TREE REMOVAL
11/06/2025		ISSUED FOR DESIGN COORDINATION

REAR/SIDE GRADING IMPROVEMENTS
740 W HINTZ ROAD
WHEELING, IL 60090

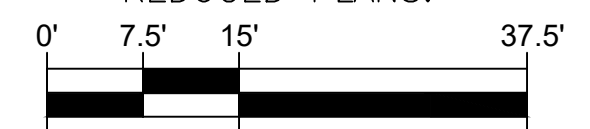
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**C-3
PROPOSED CONDITIONS**

DESIGNED BY: RBD
 PROJECT NO.: 25-740
 DATE: 11/06/2025
 SCALE: 1:15 (FULL), 1:30 (HALF)
 SHEET: 3 OF 4

ENGINEERING PLANS PREPARED BY:
 RBD Associates, Inc.
 Design Firm License Number: 184.008755
 GLENVIEW, IL.
 Romiz@rbdengineering.com
 224.425.0009

Signed: 11/06/2025
 Expires: 11/30/2027

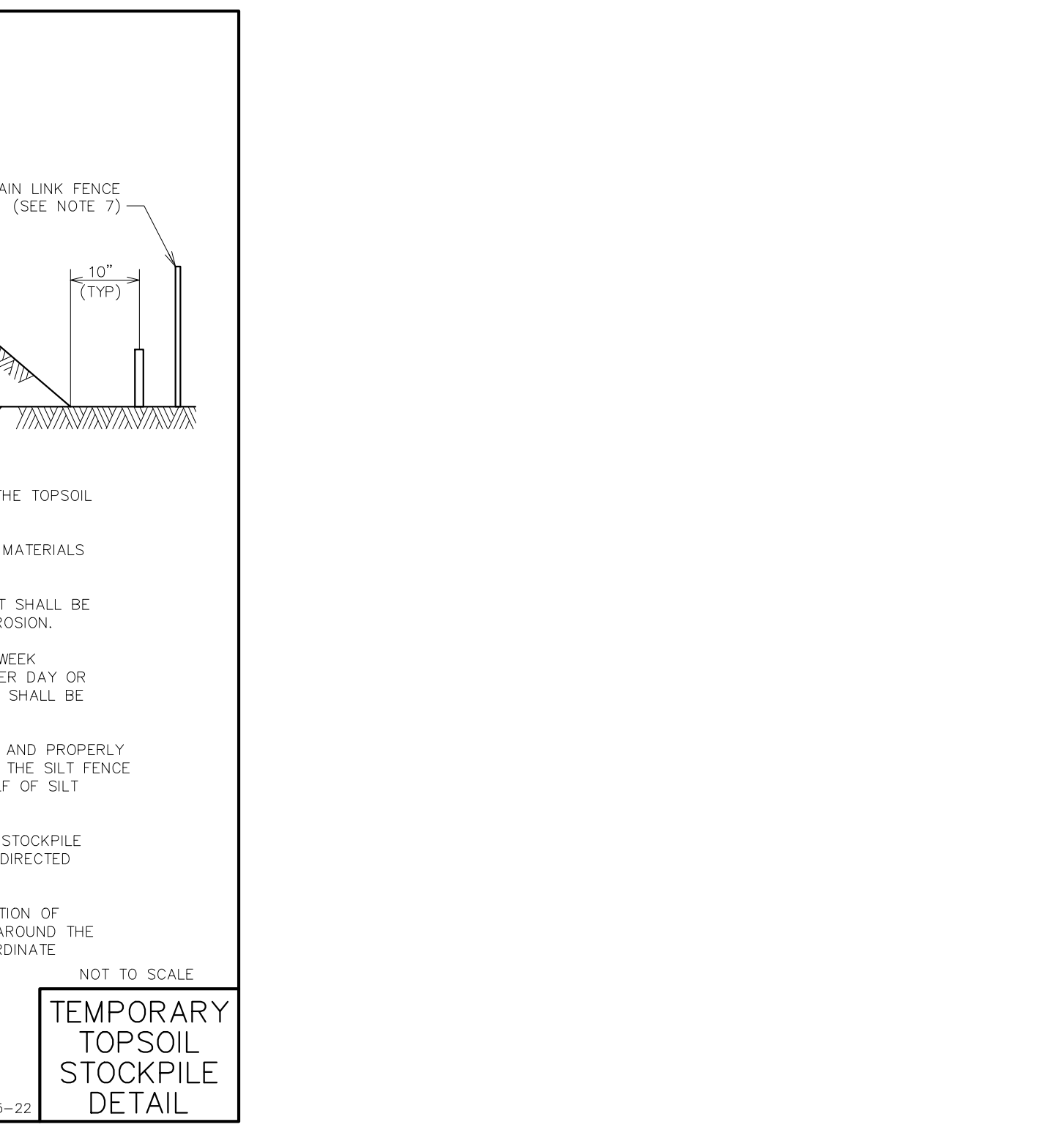
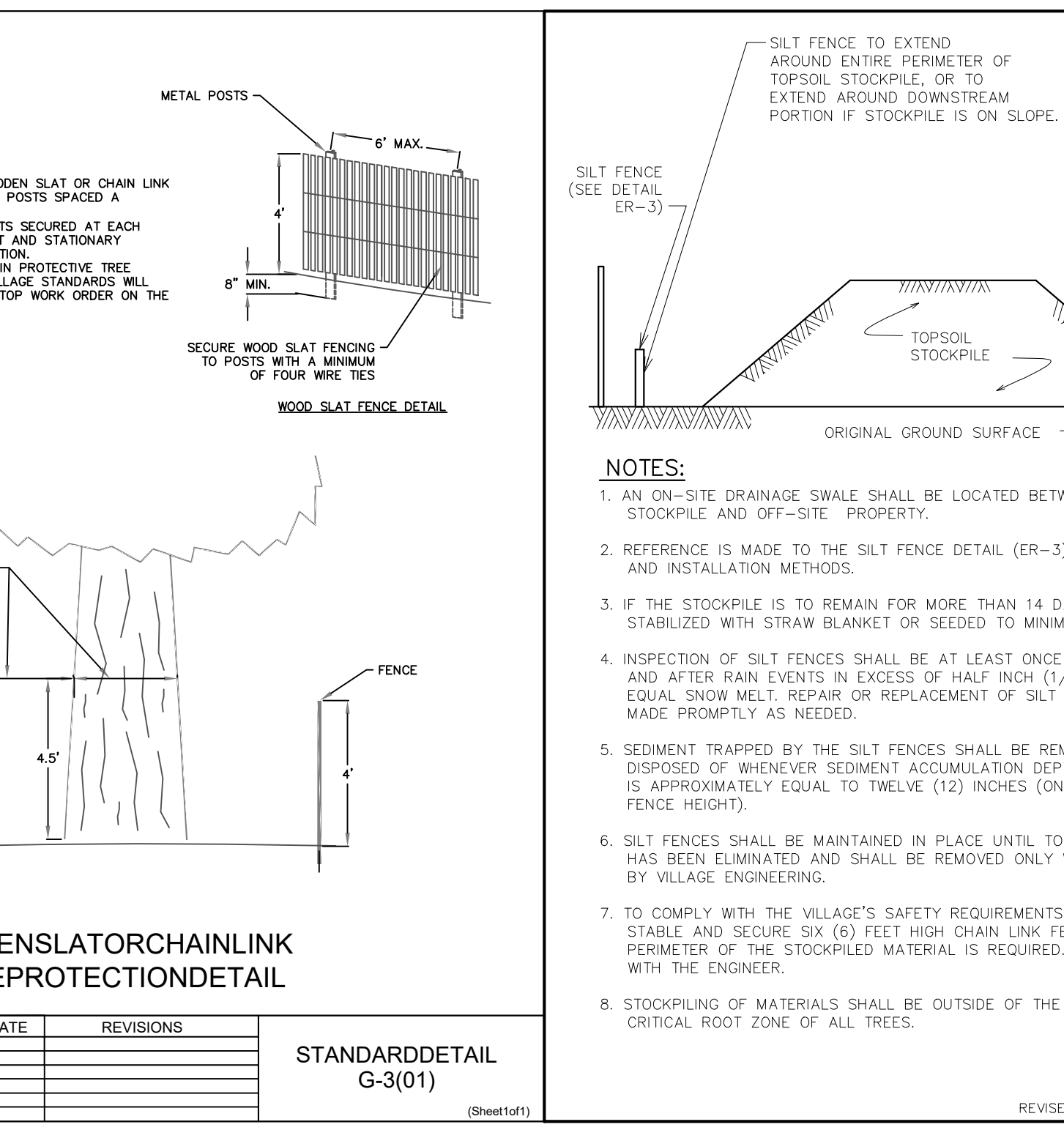
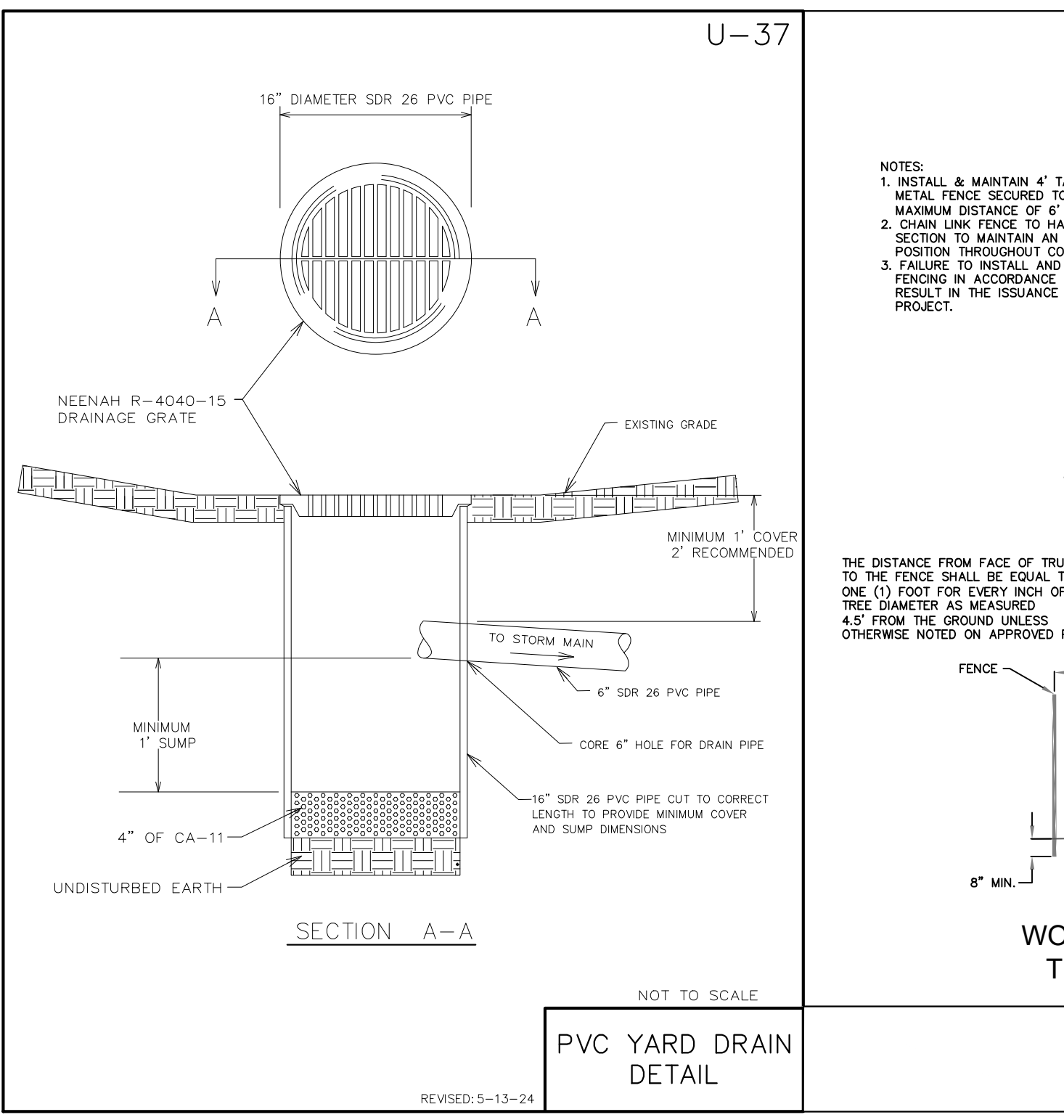
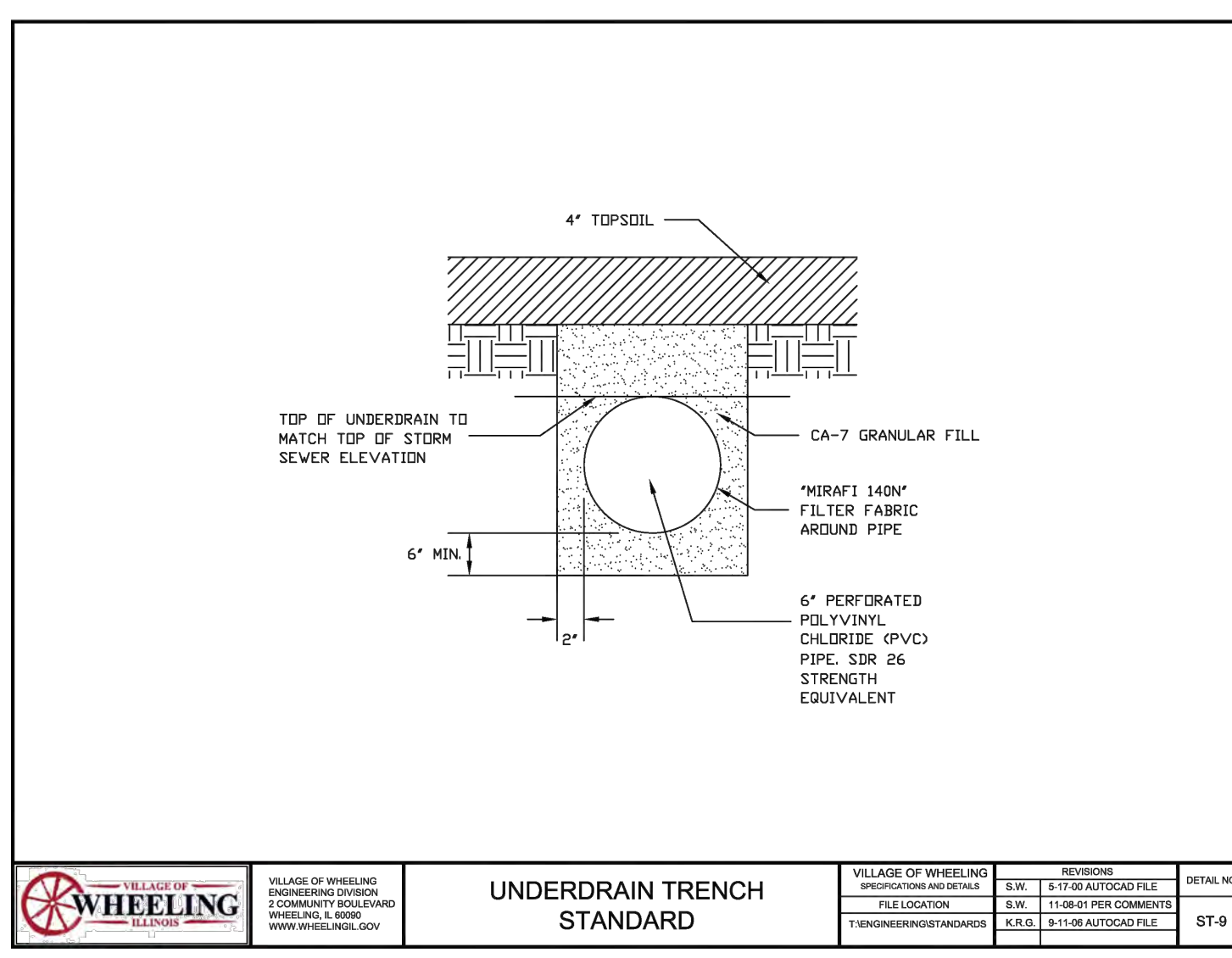
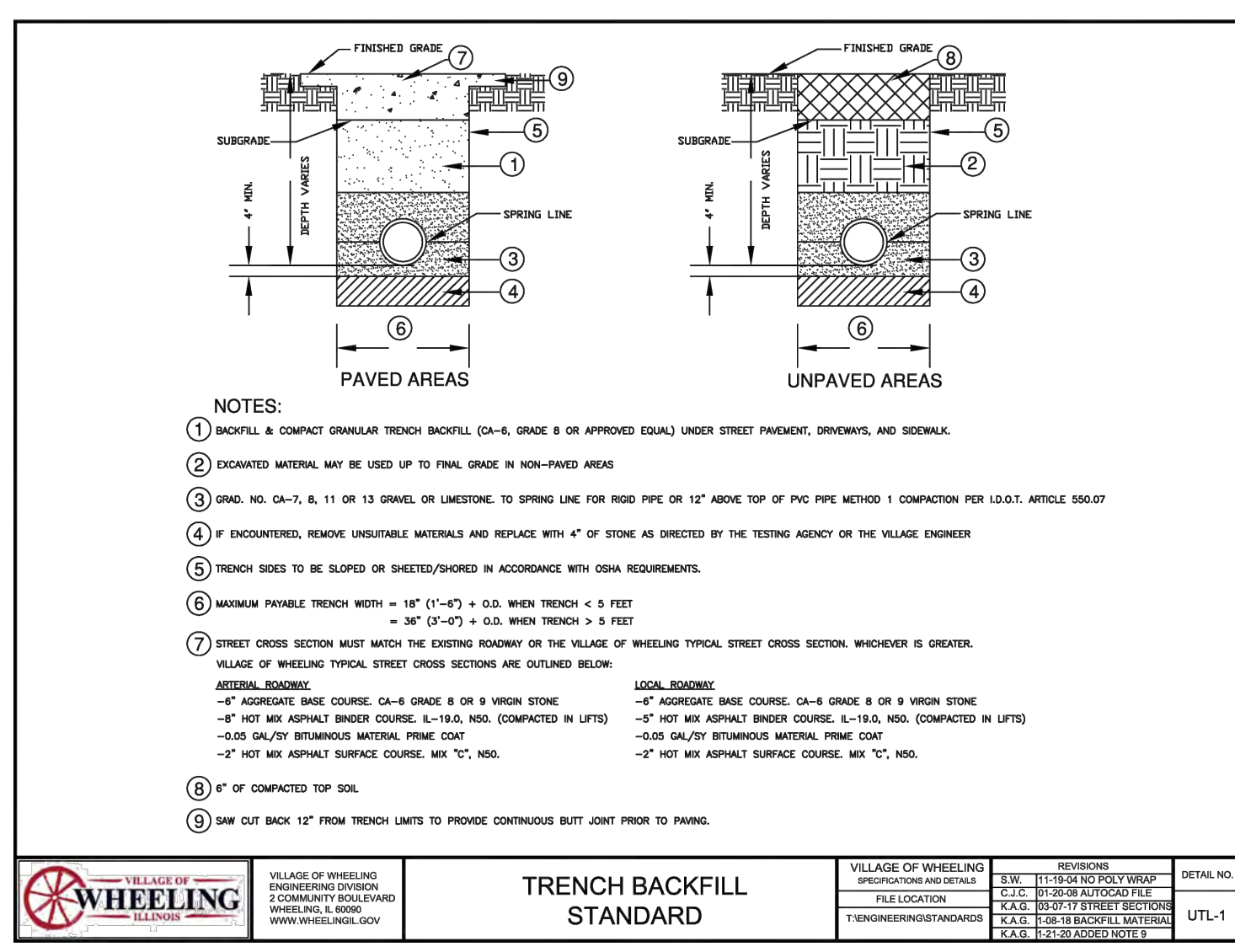
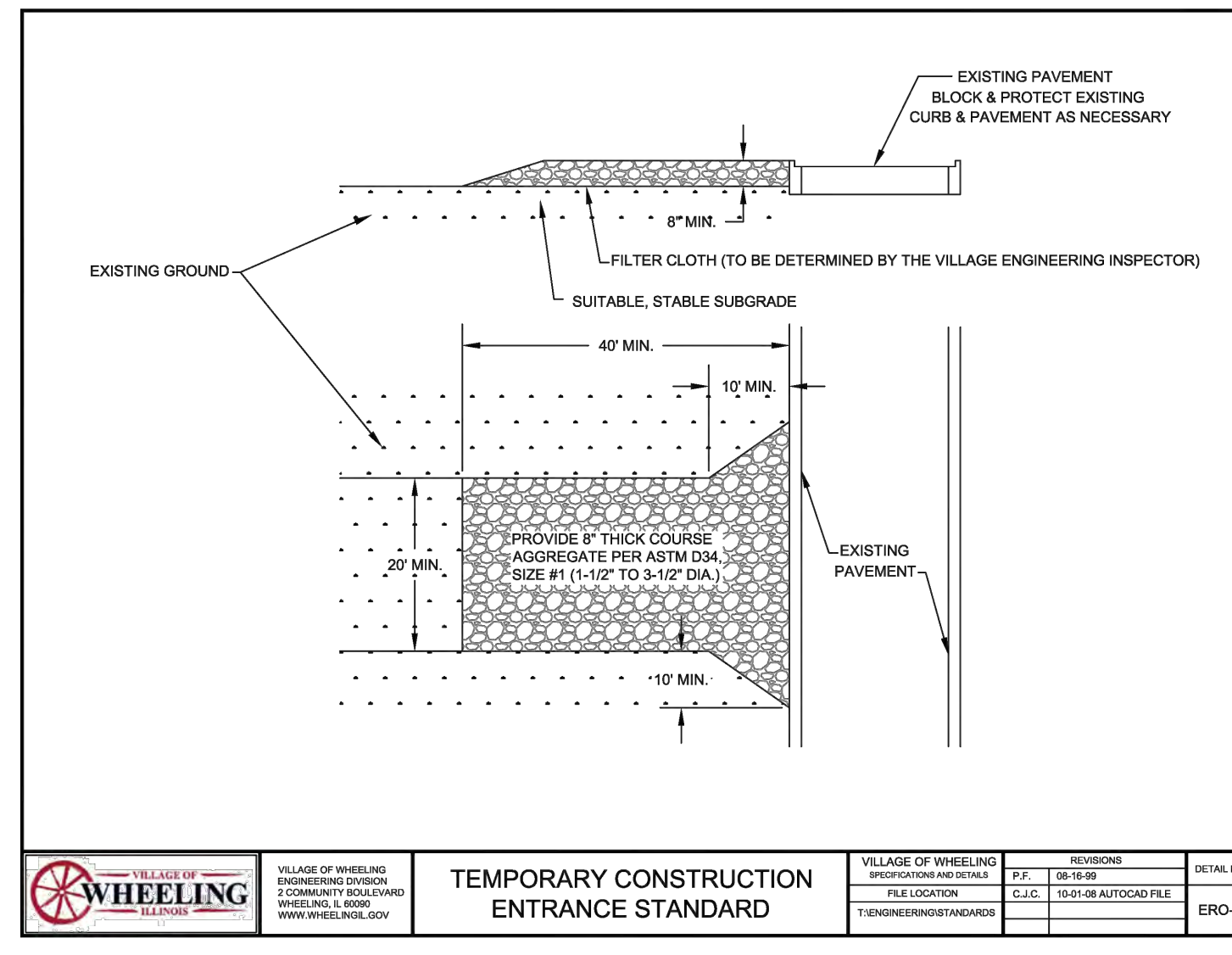
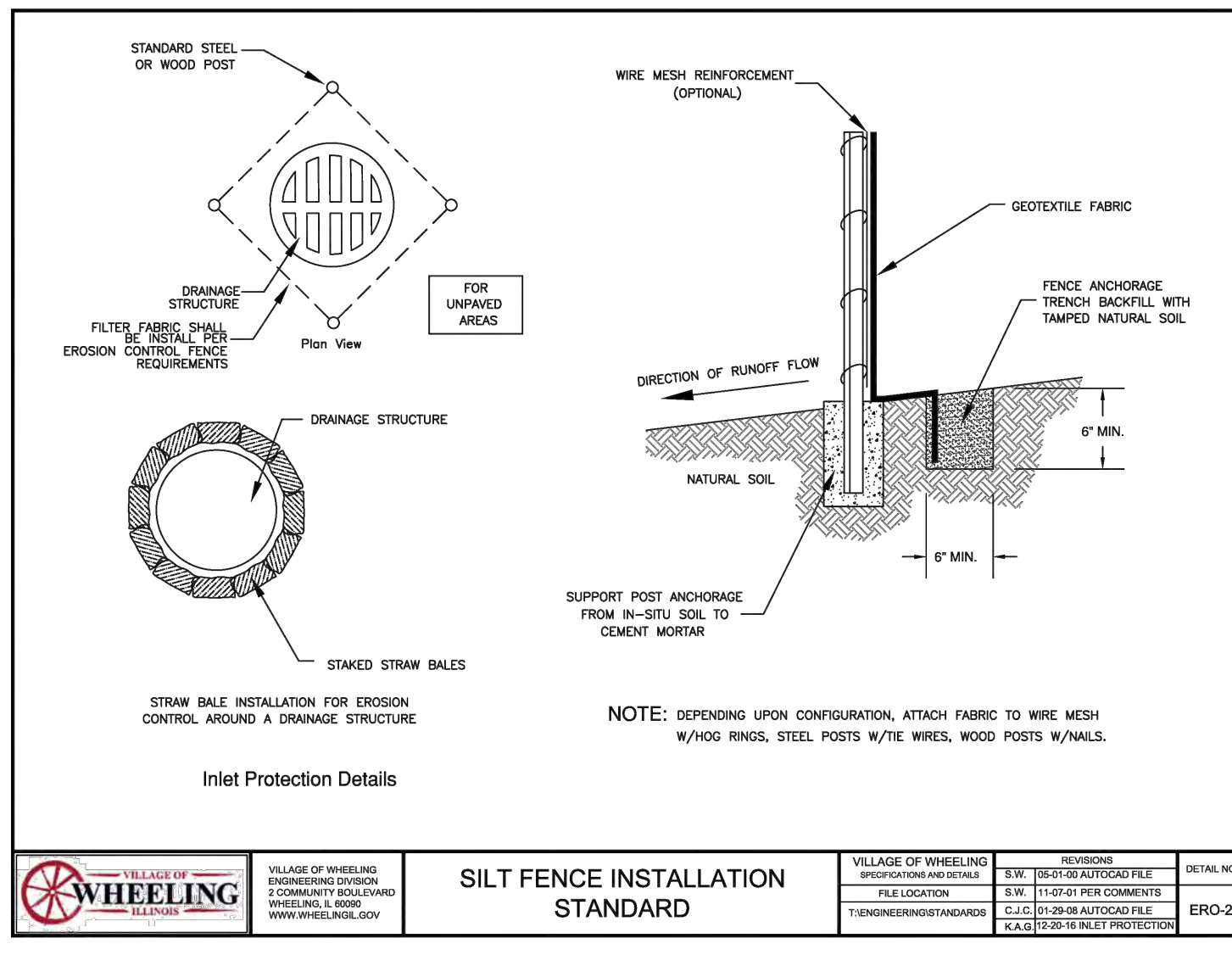
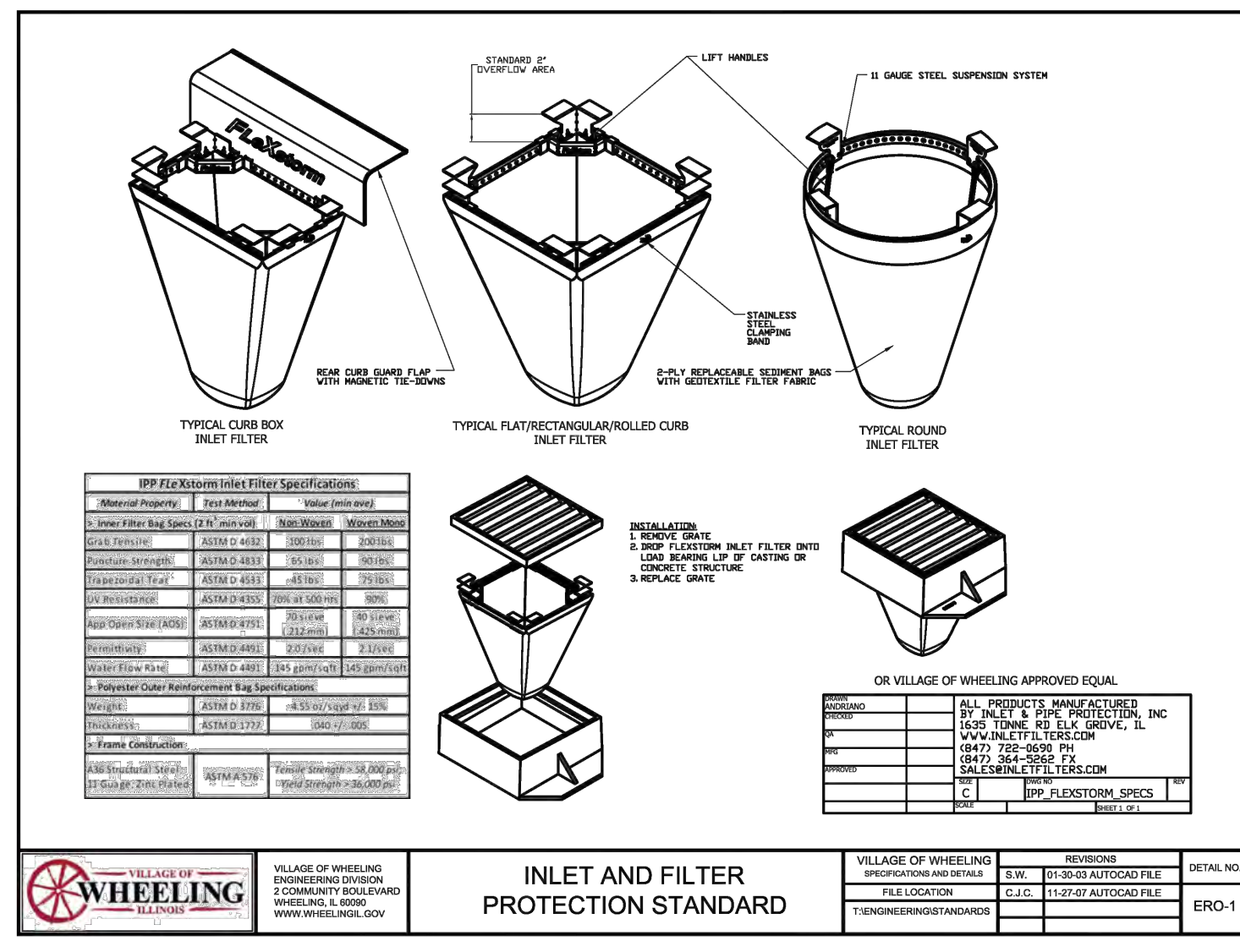
PLANS PREPARED FOR:
 Brianna Carlson
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Village Survey Monument
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SUBMITTALS	
DATE	REMARKS
11/06/2025	ISSUED FOR DESIGN COORDINATION

REAR/SIDE GRADING IMPROVEMENTS
 740 W HINTZ ROAD
 WHEELING, IL 60090

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Design Firm License Number: 184.008755
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Romiz@bdengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

PLANS PREPARED FOR:

Brianna Carlson
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(608) 751-4056

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SUBMITTALS	
DATE	REMARKS
11/06/2025	ISSUED FOR DESIGN COORDINATION

REAR/SIDE GRADING IMPROVEMENTS
740 W HINTZ ROAD
WHEELING, IL 60090

DESIGNED BY: RBD
PROJECT NO.: 25-740
DATE: 11/06/2025
SCALE: 1:15 (FULL), 1:30 (HALF)
SHEET 4 OF 4

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MEMORANDUM

DATE: December 17, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0011, Request for Special Use Approval to Permit the Operation of a Day Care Facility for K-Educate, Inc. Day Care Center (740 W. Hintz Road). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0011**, 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 a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road, in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025; Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025; Floor Plan received by the Village on 11/13/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Proposal for Fence by ABC Fence, Inc. dated 8/24/2025; Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).
2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

EXECUTIVE SUMMARY

Docket No. PSU25-0011: K-Educate, Inc. Day Care Center (456 Chicory Lane, Buffalo Grove, IL 60089), 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 a day care center, for the property located at 740 W. Hintz Road, which is zoned B-3, General Commercial and Office.

GENERAL PROPERTY INFORMATION

Petitioner: K-Educate, Inc. Day Care Center

Property size: 33,600 sq. ft. (0.77 acres)

Unit size: 3,665 sq. ft. / 5,900 sq. ft. building

Neighboring Property Land Use(s):

North/East: Residential (Assisted Living)

West: Wheeling High School (across Elmhurst Road)

South: Commercial and Single Family Residential (across Hintz Road)

Existing Use of Property: Commercial retail space (vacant)

Existing Zoning: B-3, General Commercial and Office

Comprehensive Plan Designation: Commercial

Zoning History:

- Ordinance No. 4518, approved 4/19/2010, granting site plan and appearance approval for Family Video (Docket # PC 10-6).
- Ordinance No. 4517, approved 4/19/2010, granting a rear yard setback variation, side yard setback variation and parking setback variation for Family Video (Docket # 2018-8).
- Ordinance No. 4529, approved 6/7/2010, granting site plan and appearance approval – amendment to Ordinance No. 4518 to correct a scrivener’s error (Docket # PC 10-6).
- Docket #SCBA 11-7, approved 3/10/2011, granting appearance approval of two wall signs and a monument sign (Family Video).
- Ordinance No. 5128, approved 12/4/2017, granting special use and site plan approval for a health club (Docket # 2017-14).
- Docket #SCBA 18-1, approved 1/11/2018, granting appearance approval of wall signs (Stay Fit 24).
- Docket #PC 20-5, approved 4/22/2020, granting minor site plan and appearance approval for interior and exterior alterations (Aura Family Dental).

SUMMARY OF REQUEST

K-Educate, Inc. Day Care Center (“K-Educate”) is requesting special use approval to permit the operation of a day care center within the former Family Video building located 740 W. Hintz Road.

In addition, the petitioner also seeks further zoning approvals associated with the proposed day care operation, which includes minor site plan and appearance approval to construct an outdoor playground (Docket No. PSPMIN25-0033) and variations associated with the proposed playground (Docket No’s. PV25-0003 & PV25-0004).

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 requesting special use approval to operate K-Educate Day Care Learning Center, within the existing commercial retail building formerly occupied by Family Video. Upon the closing of Family Video, the building was subsequently divided to create two commercial tenant spaces, with the western portion occupied by Aura Family Dental. This request for a day care operation would be located within the eastern portion of the building. As described in the petitioner’s project description letter, the facility proposes to accommodate up to 60 children, ranging in age from 18 months to 12 years. The day care will offer full-time, part-time, and drop-in care.

The proposed hours of operation are Monday through Friday, 7:00 AM to 6:00 PM. Typical drop-off hours are anticipated to occur between 8:00 AM and 9:00 AM, with pick-up hours between 5:00 PM and 6:00 PM. A total of eight employees will be present during the peak shift, including three teachers, three assistants, one director, and one kitchen staff member.

Floor Plan

The day care will be accessed through the existing main entrance located on the south façade of the building. Interior improvements will include a reception area, three classrooms, food preparation area, conference room, office, utility room, and restrooms. A second existing door is located on the east façade of the building and will serve a classroom situated at the northeast corner of the building, providing direct access to the playground. In addition, a new exterior door is proposed on the east façade of the building (south of the existing door) to provide playground

access for the new interior hallway connecting the classrooms.

Parking

There are 40 parking spaces on the shared lot serving both the subject tenant space and the adjacent business, Aura Family Dental. The petitioner has submitted an addendum to their Project Description Letter describing the operational procedures for drop-off and pick-up to ensure safe and efficient circulation on the site. As described, it is anticipated that parents would spend fewer than five minutes on site during drop-off and pick-up periods, and 4 marked parking spaces will be designated exclusively for this purpose to help manage short-term traffic flow and minimize congestion within the lot.

Pursuant to the Village's off-street parking requirements for day care centers, parking must be provided at a ratio of 2 spaces per 1,000 square feet of floor area, plus 1 space per employee during the shift with the greatest number of employees. Based on the size of the tenant space and eight employees on the busiest shift, the proposed day care use requires 15 parking spaces.

The site provides a total of 40 shared parking spaces, which is sufficient to meet the required parking demand for both tenants. Staff finds that the shared parking supply adequately accommodates the proposed day care use.

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: There is a strong public need for affordable, high-quality child care in Wheeling, This use serves working families, supports early childhood education, and enhances community wellbeing.

Staff: The proposed location within the B-3, General Commercial and Office Zoning District permits day care centers subject to the granting of a Special Use, which the proposed use will be compatible with typical B-3 uses of the subject site.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: The project adapts a vacant commercial space for a low-impact, daytime use that complements surrounding businesses. It preserves the existing structure and character of the area.

Staff: The proposed day care center will utilize an existing commercial building and will add a fenced outdoor playground area along the east and north sides of the building. These improvements are consistent with similar low-impact service uses within the B-3 district. The combination of indoor and outdoor activities will not alter the essential character of the area, as the use maintains the commercial nature of the site.

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 use fits within the commercial context, with no proposed expansion beyond the current structure. Access to Hintz Rd. is safe and efficient, and operations are modest in intensity.

Staff: The proposed day care center and associated outdoor playground will occupy an existing developed site with sufficient building area, circulation space, and parking to support the use. No expansion of the building footprint is proposed, and the outdoor playground will be contained within an existing fenced area, minimizing operational impacts on surrounding properties. Vehicular access from Hintz Road is adequate for parent drop-offs and pick-ups, and overall daytime activity levels are modest in intensity. The Special Use will not interfere with the normal or orderly development of adjacent commercial properties and will operate in harmony with surrounding land 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: No new walls or fencing will obstruct surrounding development. Landscaping will be improved and the site will remain compatible with adjacent uses.

Staff: The proposed use will operate within the existing commercial building and will utilize a fenced outdoor playground area that does not introduce new building mass or structures that would negatively affect adjacent properties. Playground fencing will remain consistent with the existing enclosure and will not obstruct visibility or hinder the appropriate use of surrounding land. However, several mature trees are proposed to be removed as part of the project. Staff is opposed to the removal of healthy mature trees and will require compliance with all applicable tree preservation, documentation, and replacement standards. With appropriate landscape mitigation, the proposed improvements, including the outdoor playground, are not anticipated to hinder or discourage the development or use of adjacent properties or impair 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: Parking demand is modest and met by the existing shared lot. No residential traffic routes are affected. Driveways are safe and well-placed for customer and staff access.

Staff: The proposed day care center will occupy a tenant space within an existing commercial development that provides shared parking. Based on the anticipated staffing levels and parent drop-off/pick-up activity, the existing parking supply is sufficient to accommodate the operational needs of the proposed use. The site includes established drive aisles and access points along Hintz Road that are designed to safely manage vehicle circulation and prevent traffic conflicts.

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 unit has remained vacant due to its limited commercial demand. Without a Special Use, a reasonable return is unlikely. The use provides stable tenancy while meeting a community need.

Staff: The proposed use is consistent with the B-3, General Commercial and Office Zoning District and the Comprehensive Land Use designation of Commercial.

STAFF REVIEW

Fire Department Review:

The fenced area is part of the exiting system for the petitioner's tenant space. The gates referenced in the submittal documents shall meet the requirements in Chapter 10 of the Village's Fire Prevention Code. This will be verified at the time of permit submittal. This would include:

1. The use of padlocks to secure the gate would be prohibited.
2. Latching hardware provided shall be lever type or a push bar to meet the requirements in Section 1008.1.9 of the Fire Prevention Code.

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. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).
2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the

petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

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. PSU25-0011, 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 a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road, in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025; Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025; Floor Plan received by the Village on 11/13/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Proposal for Fence by ABC Fence, Inc. dated 8/24/2025; Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; and subject to the following conditions:

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ATTACHMENTS:

Attachments to Staff Report (Staff)

Petitioner's Project Description Letter received by the Village on 6/20/2025

Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025

Floor Plan received by the Village on 11/13/2025

Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025

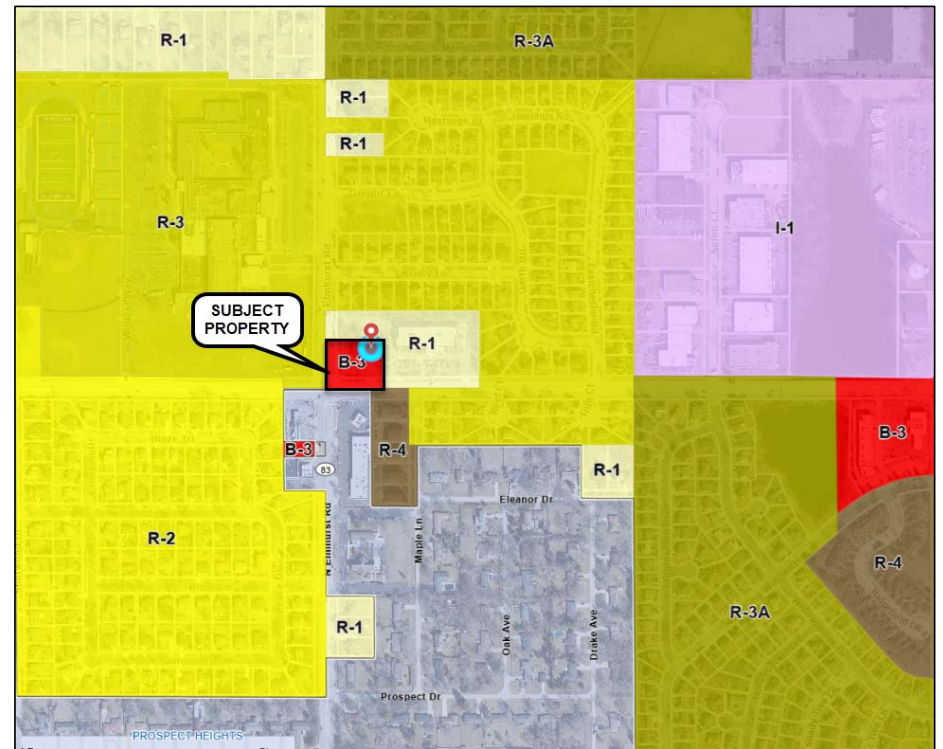
Proposal for Fence by ABC Fence, Inc. dated 8/24/2025

Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
 (Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



LOCATION MAP



ZONING MAP



**K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)**



Photo of the front of the building (south façade) facing north from Hintz Road.

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of existing door on east building façade.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the northeast corner of the fenced in area.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the rear yard (north of the building).

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of the fence along the east property line that needs repair.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)

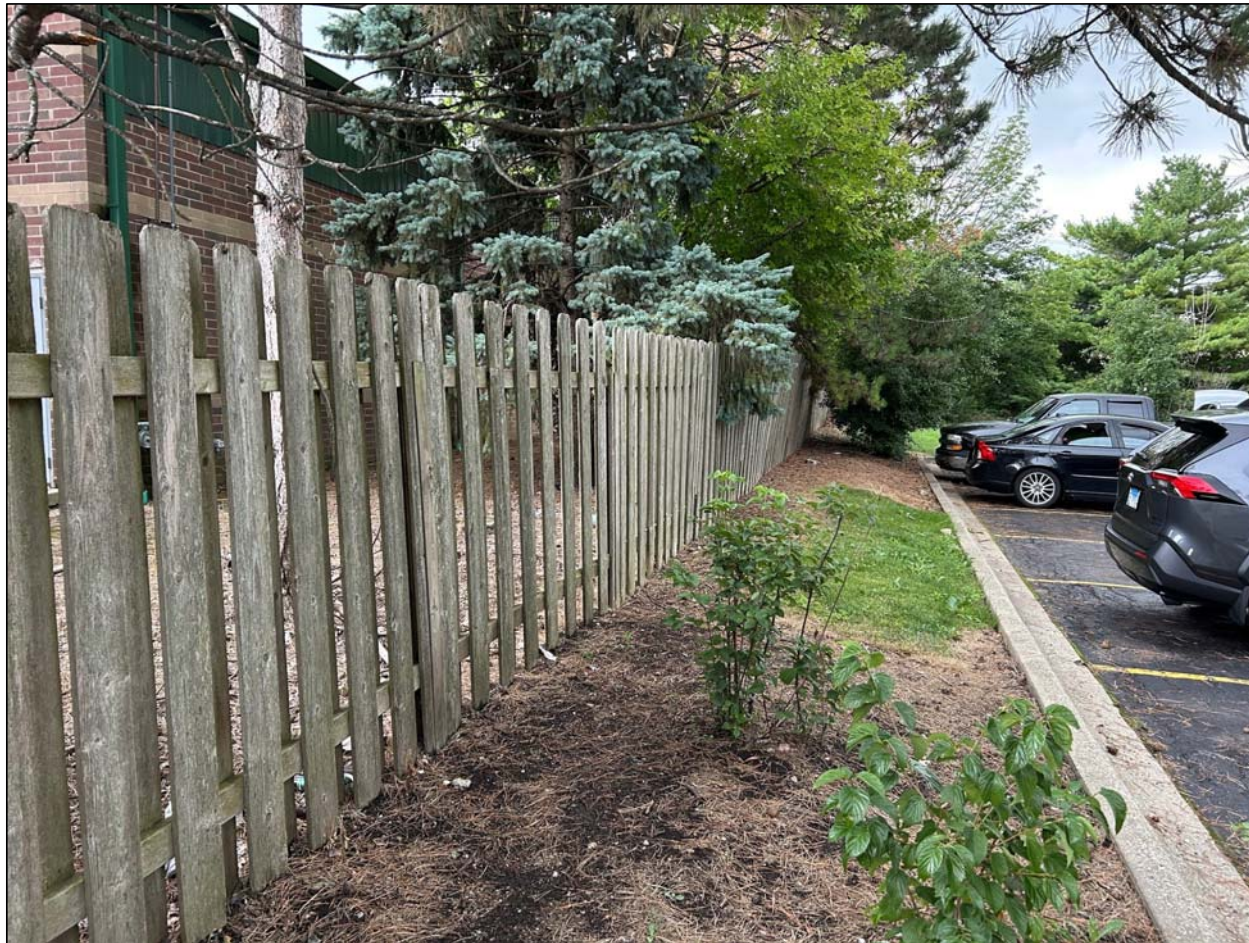


Photo of the fence along the north property line.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: December 17, 2025

Re: Docket No. PSU25-0011
Request for Special Use Approval to Permit the Operation of a Day Care Facility for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0003, Request for a Variation to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks From 19 Feet and 25 Feet, Respectively, to Zero Feet Associated with the Construction of a Playground for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0004, Request for a Variation to Permit a Reduction in the Minimum Required Fence Height for a Day Care Center from 6 Feet to 5 Feet for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Chairman Johnson called Docket Nos. PSU25-0011, PV25-0003 and PV25-0004 on December 17, 2025. Present were Commissioners Riles, Hyken, Karl, Myer, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi

Secretary Sprague reported that K-Educate, Inc. was seeking special use approval to permit the operation of a day care facility as well as variations for reductions in the minimum required setbacks for the rear and side yards and the minimum fence requirement. He reviewed the special use requirements and zoning variations.

The petitioner is requesting special use approval to operate K-Educate Day Care Learning Center, within the existing commercial retail building formerly occupied by Family Video. Upon the closing of Family Video, the building was subsequently divided to create two commercial tenant spaces, with the western portion occupied by Aura Family Dental. This request for a day care operation would be located within the eastern portion of the building. As described in the petitioner's project description letter, the facility proposes to accommodate up to 60 children, ranging in age from 18 months to 12 years. The day care will offer full-time, part-time, and drop-in care.

The proposed hours of operation are Monday through Friday, 7:00 AM to 6:00 PM. Typical drop-off hours are anticipated to occur between 8:00 AM and 9:00 AM, with pick-up hours between 5:00 PM and 6:00 PM. A total of eight employees will be present during the peak shift, including three teachers, three assistants, one director, and one kitchen staff member.

The petitioner is proposing to construct a playground on the north and east sides of the building, in conjunction with the proposed day care center for K-Educate (Docket No. PSU25-0011). The proposed playground would be located within an existing fenced area that is currently landscaped with a number of trees, which are to be removed to accommodate the playground. Since the proposed playground would be located within the existing fenced area, the playground encroaches into both the required rear and side yard setbacks, resulting in zero-foot setbacks. Pursuant to Ordinance No. 4517 (approved 4/19/2010), variations were granted for the

construction of the (former) Family Video and established a rear yard setback (north side) of 19 feet, and a side yard setback (east side) of 25 feet. The petitioner's proposal would reduce both setbacks to zero feet to accommodate the playground improvements.

The proposed playground area would be located within an existing enclosed area, with a 5' tall wood fenced enclosure. Since the petitioner is proposing to keep the existing 5' tall fence, a variation is required to reduce the minimum required fence height for day care centers from 6 feet to 5 feet.

The section of fence along the east property line is leaning, but remains functional. Therefore, a condition has been included requiring the petitioner to repair the fence at the same time the area is cleared and re-graded for the installation of the playground. The strict regulations regarding playground fence height and solid material of the Wheeling Zoning Code do not align with the Illinois Department of Child and Family Services (ILDCFS) which allows for playgrounds to be enclosed with a minimum four-foot tall fence and also allows for "open" type fencing, such as chain link.

Ms. Knysz reported that day care facilities required special use approval in the Village of Wheeling. The variation request for the side and rear setbacks was due to wanting to place the playground. The request was from 19 feet to zero feet and 25 feet to zero feet. The playground would consist of items in an area with woodchips. The backyard area was already surrounded by a fence that was five feet in height, and it would not make sense to ask the petitioners to replace the entire fence to add one foot. There was one section in need of repair, and one of the conditions was to fix that area of fencing. There were some existing trees, some of which were considered nuisance trees, and 10 were being removed. The petitioners were proposing to plant 34 new trees. The metal fence presented would be within the playground to create a walkway and have a gate to enter the area. A detailed pick up and drop off analysis was provided in the packet. Ms. Knysz provided a brief history of the building.

The petitioners, Anna Linscheid and Katerina Shafran, as well as a representative from the property management company, Briana Carlson, stepped to the podium and were sworn in. They each introduced themselves. They discussed that K-Educate would consist of three classrooms, food would be catered, and there was a detailed business plan.

Commissioner Myer asked how the pick-up and drop off would flow with Oral Dental in the same building. Ms. Linscheid explained that everyone came in at different times, and parents could pull into the front spots and bring their children in. there were not more parents than the number of available spots expected at any one time. Commissioner Myer asked if there were any issues with repairing the fence. Ms. Linscheid confirmed that they would repair it. the shorter metal fence would divide the smaller and larger playgrounds. Commissioner Myer asked if there were any safety concerns with the existing fence. Ms. Linscheid explained that when the damaged area was repaired, the posts would be resecured, and the fence would be evaluated.

Commissioner Karl asked what the playground area would consist of. Ms. Linscheid reported that it would be mulch specialized for playgrounds, and it would be six inches deep. Commissioner Karl asked if there were any concerns about the stormwater in the back area. Ms. Linscheid stated that they would be re-grading the back area and creating a drainage system.

Commissioner Sprague asked if four spots were designated for drop off and pick up. Ms. Linscheid reported that there were also five spots on the car. She stated that the other side of the parking lot was available in worst case scenarios, but it was not anticipated to be needed.

Commissioner Sprague noted that the drop off and pick up times aligned perfectly with rush hour and people could have difficulties getting to the entrance. Ms. Linscheid acknowledged the overlap and discussed that they would be able to work with the traffic. Commissioner Sprague asked if there was a fence all the way around the playground and if there was any access by the sidewalk. Ms. Linscheid explained that the only access to the play area was a gate and two exit doors. The gate was locked on the inside with a DCFS approved lock that the children could not reach. Commissioner Sprague asked if there would be someone outside with the children on the playground. Ms. Linscheid confirmed that when there were children out in the playground, a staff member would always be present.

Commissioner Hyken asked if the parking lot would be one way in and one way out. Ms. Linscheid stated that there would be an entrance and exit on both sides. Commissioner Hyken raised concerns about the parking lot being too tight. Ms. Knysz noted that the parking lot was sized appropriately to have two-way traffic.

Commissioner Smart asked if DCFS had any mandates on the fence. Ms. Linscheid stated that DCFS mandated having a fence of at least four feet tall. Commissioner Smart asked for confirmation on the entrances and exits on both accesses and that parents would be bringing the children in. Ms. Linscheid confirmed this was the case. Commissioner Smart asked if there were any structures in the rear or side areas aside from the playground. Ms. Linscheid confirmed that there would not be. Commissioner Smart asked about the maximum number of children, and it was reported to be 56. Commissioner Smart asked about the ratio of teachers to children on the playground. Katerina Shafran explained that there would typically be 20 children to two teachers outside.

Commissioner Riles asked about the ratio of children to teachers in general. Ms. Linscheid reported that it ranged from one to ten children per teacher, depending on age. Commissioner Riles asked how often the playground would be in use. Ms. Linscheid stated that each group would be taken out two times per day on average. Commissioner Riles asked about the process if there was a fire and children were on the playground. Ms. Linscheid explained that the gate separating the playgrounds would be pushed open and everyone would exit toward the parking lot. Both emergency exit doors out of the building led to the playground. Children would not have to go back into the building to exit the area in the case of a fire.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PSU25-0011, 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 a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road, in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025; Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025; Floor Plan received by the Village on 11/13/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Proposal for Fence by ABC Fence, Inc. dated 8/24/2025; Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).

Findings of Fact and Recommendation

DOCKET NOS. PSU25-0011, PV25-0003 & PV25-0004

2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles to recommend approval of Docket No. PV25-0003 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Petitioner's Project Description Letter received by the Village on 6/20/2025; Playground Equipment Details; Site Plan received by the Village on 11/19/2025; and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PV25-0004 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025, Site Plan received by the Village on 11/19/2025 and subject to the following condition:

**Findings of Fact and
Recommendation**

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Karl moved, seconded by Commissioner Myer to close Docket No. PSU25-0019.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Myer, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven 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 17, 2025 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by K-Educate, Inc., 456 Chicory Lane, Buffalo Grove, IL, 60089 (lessee), seeking the following requests associated with a proposed daycare facility, located at 740 W. Hintz Road, which is zoned B-3, General Commercial and Office.

Docket No. PSU25-0011: Seeking Special Use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, for the operation of a daycare facility.

Docket No. PV25-0003: Seeking a variation from Title 19 - Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback for a playground from 15 feet to 0 feet.

Docket No. PV25-0004: Seeking a variation from Title 19 - Zoning of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures - Specific Fence Requirements, to permit a decrease in the minimum required fence height for day care centers from 6 feet to 5 feet.

All interested persons are invited to attend and be heard.

Docket No. PSU25-0011, PV25-0003 & PV25-0004
To be published in the Wheeling Herald on Tuesday, December 2, 2025

Published in Daily Herald Dec. 2, 2025 (313985)

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 12/02/2025 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 # 313985





MEMORANDUM

DATE: January 5, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PV25-0003]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

K-Educate, Inc. Day Care Center seeks a variation to permit a reduction in the minimum required rear and side yard setbacks from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground. At the December 17, 2025 public hearing, the Plan Commission unanimously recommended approval of the variation. The petitioner is also seeking special use approval to permit the operation of a day care center, as well as a variation to permit a reduction in the minimum required fence height, and those requests precede and follow this item on the January 5, 2026 agenda. The complete staff report, including the description of the proposal and staff analysis, is attached.

MEMO

The petitioner is proposing to construct a playground on the north and east sides of the building in conjunction with the proposed day care center for K-Educate (Docket No. PSU25-0011). The proposed playground would be located within an existing fenced area that is currently landscaped with a number of trees, which are to be removed to accommodate the playground. Since the proposed playground would be located within the existing fenced area, the playground encroaches onto both the required rear and side yard setbacks, resulting in zero-foot setbacks.

Plan Commission Recommendation

At the December 17, 2025, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Riles, to recommend approval of Docket No. PV25-0003 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the exhibits listed below and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

There being seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center located at 740 W. Hintz Road, subject to conditions.

Attachments

Ordinance – Variation for Docket No. PV25-0003

Exhibits:

Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025

Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025

Petitioner's Project Description Letter received by the Village on 6/20/2025

Playground Equipment Details

Site Plan received by the Village on 11/19/2025

PC Staff Report

Attachments to Staff Report (Staff)

Findings of Fact – Draft

Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED REAR AND SIDE YARD SETBACKS (K-EDUCATE, INC. DAY CARE LEARNING CENTER), 740 W. HINTZ ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 17, 2025, duly noticed in the *Daily Herald* on December 2, 2025, to consider a request for variation petition by K-Educate, Inc. Day Care Learning Center (hereinafter referred to as the "Petitioner") as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground, for the property located at 740 W. Hintz Road (hereinafter referred to as "Subject Site") in the B-3 General Commercial and Office zoning district; and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for special use approval to permit the operation of a day care center (Docket No. PSU25-0011); and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required fence height (Docket No. PV25-0004); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 7 ayes and 0 nays, with 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

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 Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground for the Subject Site, herein legally described:

LOT 1 IN AMOCO C-3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1992 AS DOCUMENT NUMBER 92245276, IN COOK COUNTY, ILLINOIS.

Section C

The Variation 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** and made part hereof:

- Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025.
- Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025.
- Petitioner's Project Description Letter received by the Village on 6/20/2025.
- Playground Equipment Details.
- Site Plan received by the Village on 11/19/2025.

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

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

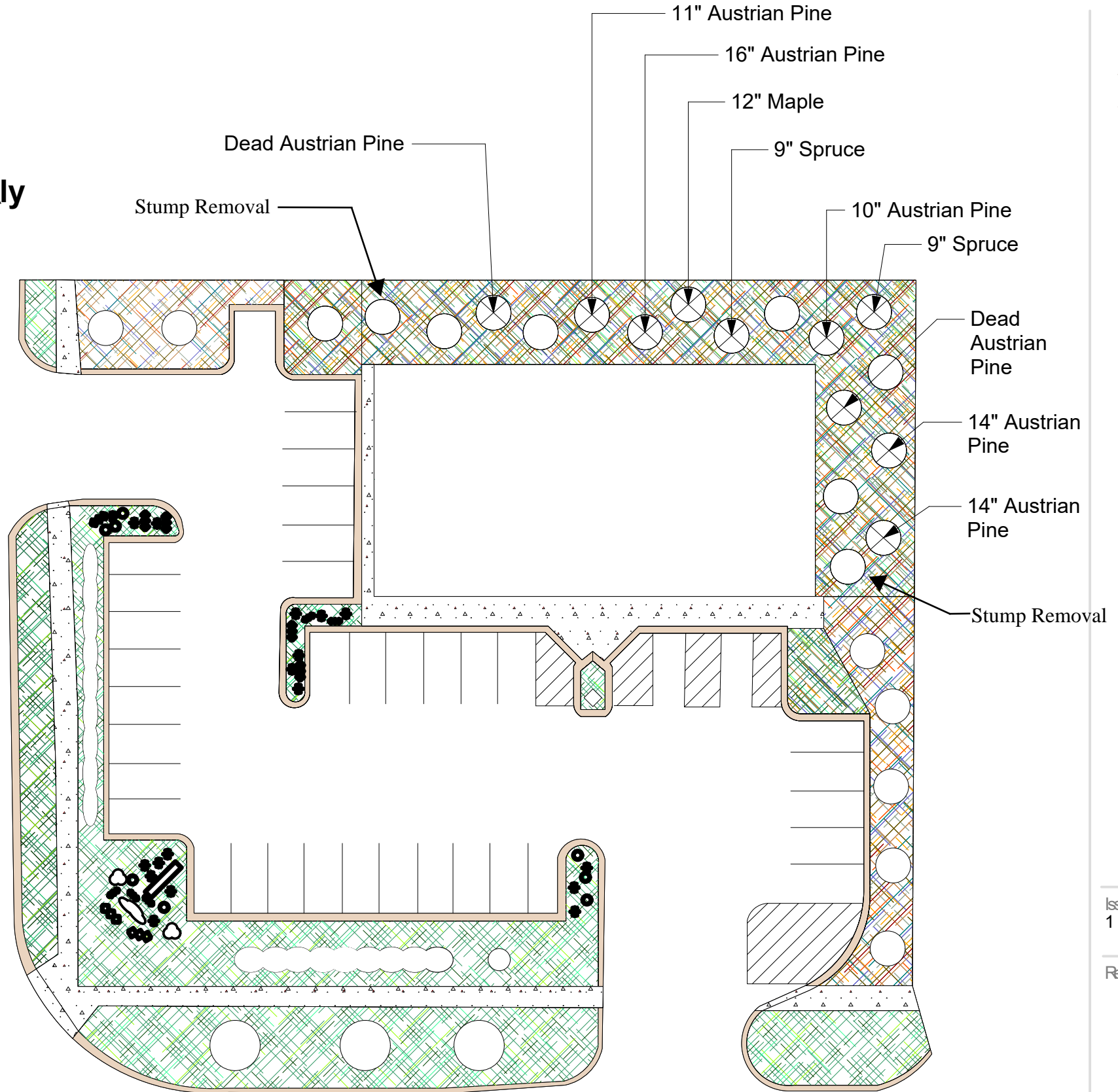
PUBLISHED in pamphlet form this 6th day of January, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025
- Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025
- Petitioner's Project Description Letter received by the Village on 6/20/2025
- Playground Equipment Details
- Site Plan received by the Village on 11/19/2025

Tree/plant location for reference only

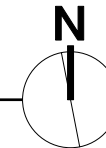
Description	Latin Name	Common Name	Mature Size	Container Size	QTY
Perennial	Achillea millefolium 'Marie Ann'	Yellow Yarrow	18"	1G	21
Grass	Calamagrostis acutiflora 'Karl Foerster'	Feather Reed Grass	4'	1G	3
Shrub	Cornus sericea 'Allemaans Dwarf'	Dwarf Redosier Dogwood	6'H x 5'W	30"	13
Shrub	Cotoneaster adpressus 'Tom Thumb'	Creeping Cotoneaster	1.5'H x 1.5'W	3G	6
Perennial	Hemerocallis x 'Stella De Oro'	Yellow Daylily	15-18"T	1G	25
Shrub	Hydrangea paniculata 'Pink Diamond'	Panicle Hydrangea	6'H x 6'W	24"	2
Evergreen	Juniperus horizontalis	Youngstown Juniper'	1.5'H x 5'W	24"	6
Perennial	Nepeta x faassenii 'Walker's Low'	Catmint	10"T	1G	10
Grass	Pennisetum alopecuroides 'Red Head'	Fountain Grass	3'	1G	12
Perennial	Perovskia artriplicifolia	Russian Sage	4'	1G	3
Shrub	Rosa x	Pink Knockout Rose	4'H x 4'W	3G	5
Perennial	Sedum x	Autumn Joy Sedum	18"T	1G	21



Family Video
Elmhurst and Hintz
Wheeling, IL 60090

Issue	Date
1	9/19/2025
Revision	Date

1 Landscape Plan
Scale: 1" = 30'-0"



11 x 17
L-1.0

GENERAL NOTES

THE CONTRACTOR SHALL PERFORM ALL WORK PER THE 2018 INTERNATIONAL CODES AND MUST COMPLY WITH THE REQUIREMENTS OF THE VILLAGE ENGINEER.

THE CONTRACTOR SHALL NOTIFY THE OWNER, MUNICIPALITY, A MINIMUM OF THREE (3) DAYS BEFORE START OF CONSTRUCTION.

THE CONTRACTOR SHALL REQUEST A UTILITY LOCATE A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION ACTIVITIES. CONTACT J.U.L.I.E. AT (800) 892-0123 OR 811.

THE CONTRACTOR SHALL VERIFY THE LOCATIONS & DEPTHS OF ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS AND SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE DONE TO UTILITIES WITHIN THE LIMITS OF IMPROVEMENT.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT THE CIVIL ENGINEERING PLANS AND ANY PLANS PREPARED BY OTHERS ARE CONCURRENT.

DO NOT SCALE PLANS FOR CONSTRUCTION DRAWINGS, VERIFY ALL DIMENSIONS IN FIELD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS.

A COPY OF THE APPROVED ENGINEERING PLANS IS TO REMAIN ON SITE AT ALL TIMES.

THE CONTRACTOR SHALL INSTALL BARRICADES, CLOSE WALKS BEFORE STARTING AND COVER EXCAVATIONS AT THE END OF EACH DAY.

THE CONTRACTOR SHALL MAINTAIN "POSITIVE" SITE DRAINAGE DURING CONSTRUCTION.

THE CONTRACTOR SHALL REMOVE OR SECURE CONSTRUCTION EQUIPMENT AT THE END OF EACH DAY.

THE CONTRACTOR SHALL OBTAIN ALL REQUIRED LOCAL PERMITS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SITE CONSTRUCTION STAKING AND LAYOUT.

THE CONTRACTOR SHALL INDEMNIFY THE OWNER, ENGINEER AND JURISDICTIONAL AUTHORITIES, INCLUDING THEIR AGENCIES, AND NEIGHBORING PROPERTY OWNERS FROM LIABILITIES.

THE CONTRACTOR SHALL VERIFY ELEVATIONS BEFORE STARTING WORK AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL PROVIDE ADEQUATE CONSTRUCTION SIGNS & BARRICADES.

THE CONTRACTOR SHALL MERGE COST FOR ANY INCIDENTAL ITEMS INTO HIS PROPOSAL.

THE CONTRACTOR SHALL GUARANTEE PLANT/PAVING MATERIALS & WORKMANSHIP FOR ONE YEAR.

THE CONTRACTOR SHALL REMOVE AND DISPOSE OF UNSUITABLE AND EXCESS MATERIAL.

THE CONTRACTOR SHALL COMPLY WITH PA 96-1416/CLEAN CONSTRUCTION DEBRIS REMOVAL & OFF-SITE DISPOSAL REQUIREMENTS.

THESE ENGINEERING PLANS DO NOT MEET THE MINIMUM REQUIREMENTS FOR A PLAT OF SURVEY. THE PROPERTY LINES AND BOUNDARIES SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL REFER TO THE TITLE, DEED, ABSTRACT OR PLAT OF SURVEY AND SHALL VERIFY THE PROPERTY BOUNDARY PRIOR TO CONSTRUCTION STAKING.

ANY DEVIATION FROM THIS APPROVED PLAN SHALL REQUIRE WRITTEN APPROVAL FROM THE VILLAGE & RBD ASSOCIATES, INC.

INSPECTIONS—CONTACT THE VILLAGE DEVELOPMENT SERVICE DEPARTMENT TO SCHEDULE THE FOLLOWING REQUIRED ENGINEERING

- A. EROSION CONTROL INSPECTION
- C. FINAL ENGINEERING INSPECTION

NOTES:

- 1. MAINTAIN POSITIVE GRADES AWAY FROM THE ADDITION.
- 2. GRADING AND PAVING SHALL PROVIDE POSITIVE DRAINAGE AND SHALL NOT ADVERSELY AFFECT NEIGHBORING PROPERTIES
- 3. SIDEYARDS ARE NOT TO BE PITCHED TO NEIGHBORING PROPERTIES.
- 4. SOD OR SEED/BLANKET WITH TOPSOIL TO BE INSTALLED IN DISTURBED AREAS
- 5. ANY DEVIATION FROM THIS APPROVED PLAN SHALL REQUIRE PRIOR WRITTEN APPROVAL FROM THE VILLAGE OF WHEELING.

REAR/SIDE YARD GRADING IMPROVEMENT

FOR 740 W HINTZ RD, WHEELING, ILLINOIS 60090

CONSTRUCTION NOTES

1. DISTURBED LAWN AREAS SHALL BE RESTORED:
PARKWAY LAWN – 6" TOPSOIL AND SOD
ON-SITE LAWN – 6" TOPSOIL AND SEED AND BLANKET
OFF-SITE LAWN – 6" TOPSOIL AND SOD
2. CONTRACTOR SHALL RESTORE ANY DAMAGED ITEMS PRIOR TO FINAL INSPECTION.
3. ALL EXCAVATED MATERIAL NOT USED FOR BACKFILL SHALL BE HAULED FROM SITE.
4. MAINTAIN EXISTING DRAINAGE PATTERNS. NO GRADING SHALL BE PERFORMED, NOR SHALL LANDSCAPING BE PLACED, SO AS TO IMPEDE THE FLOW OF RUNOFF ONTO THIS SITE FROM ADJACENT PROPERTIES.
5. NO TRENCHING, EXCAVATION, OR CONSTRUCTION ACTIVITIES SHALL TAKE PLACE IN TREE PROTECTION ZONES.
6. THE VILLAGE RIGHT OF WAY SHALL NOT BE USED FOR STORAGE OF ANY KIND.

GENERAL NOTES – TREE & BERM WORK

CONTRACTOR SHALL REMOVE ALL TREES AND STUMPS AS SHOWN ON THE APPROVED PLANS OR AS DIRECTED BY THE VILLAGE OF WHEELING.

ALL TREE REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE VILLAGE OF WHEELING REQUIREMENTS.

STUMPS SHALL BE COMPLETELY REMOVED, INCLUDING LARGE ROOTS, TO A MINIMUM DEPTH OF 24 INCHES BELOW FINISHED GRADE. VOIDS SHALL BE BACKFILLED WITH CLEAN TOPSOIL AND COMPACTED.

AREAS DISTURBED BY TREE AND STUMP REMOVAL SHALL BE GRADED TO MATCH PROPOSED CONTOURS SHOWN ON THE PLANS AND PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURES.

REGRADE BERMS PER PROPOSED GRADING PLAN TO ACHIEVE UNIFORM SLOPES AND SMOOTH TRANSITIONS TO EXISTING GRADES.

AFTER FINAL GRADING, PLACE A MINIMUM OF 6 INCHES OF CLEAN TOPSOIL ACROSS ALL DISTURBED AND REGRADED AREAS.

INSTALL SOD IN ALL DISTURBED GRASS AREAS AND MAINTAIN UNTIL FULLY ESTABLISHED.

ALL WORK SHALL COMPLY WITH VILLAGE OF WHEELING ENGINEERING AND FORESTRY DEPARTMENT STANDARDS AND BE SUBJECT TO INSPECTION AND APPROVAL.

Village Survey Monument

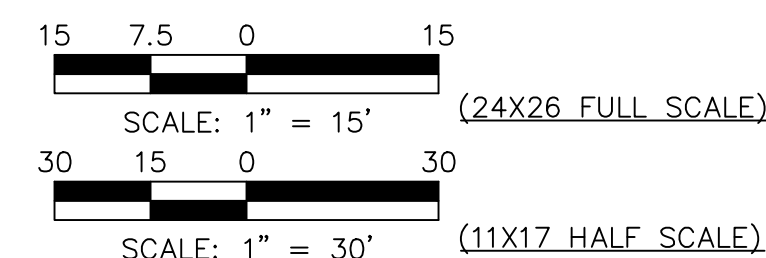
VILLAGE OF WHEELING CONTROL POINT VOW-13
5/8" IRON BAR WITH YELLOW PLASTIC CAP STAMPED V.O.W.
ROW, W SIDE S ELMHURST, ACROSS FROM KRISTY LN.
ELEVATION = 656.54 NAVD 88
SITE BENCHMARK:
CUT CROSS ON TOP OF CURB NEAR SOUTHEAST CORNER OF BUILDING, AS SHOWN.
ELEV=654.09 (NAVD-88)

ENGINEERING PLANS PREPARED BY:

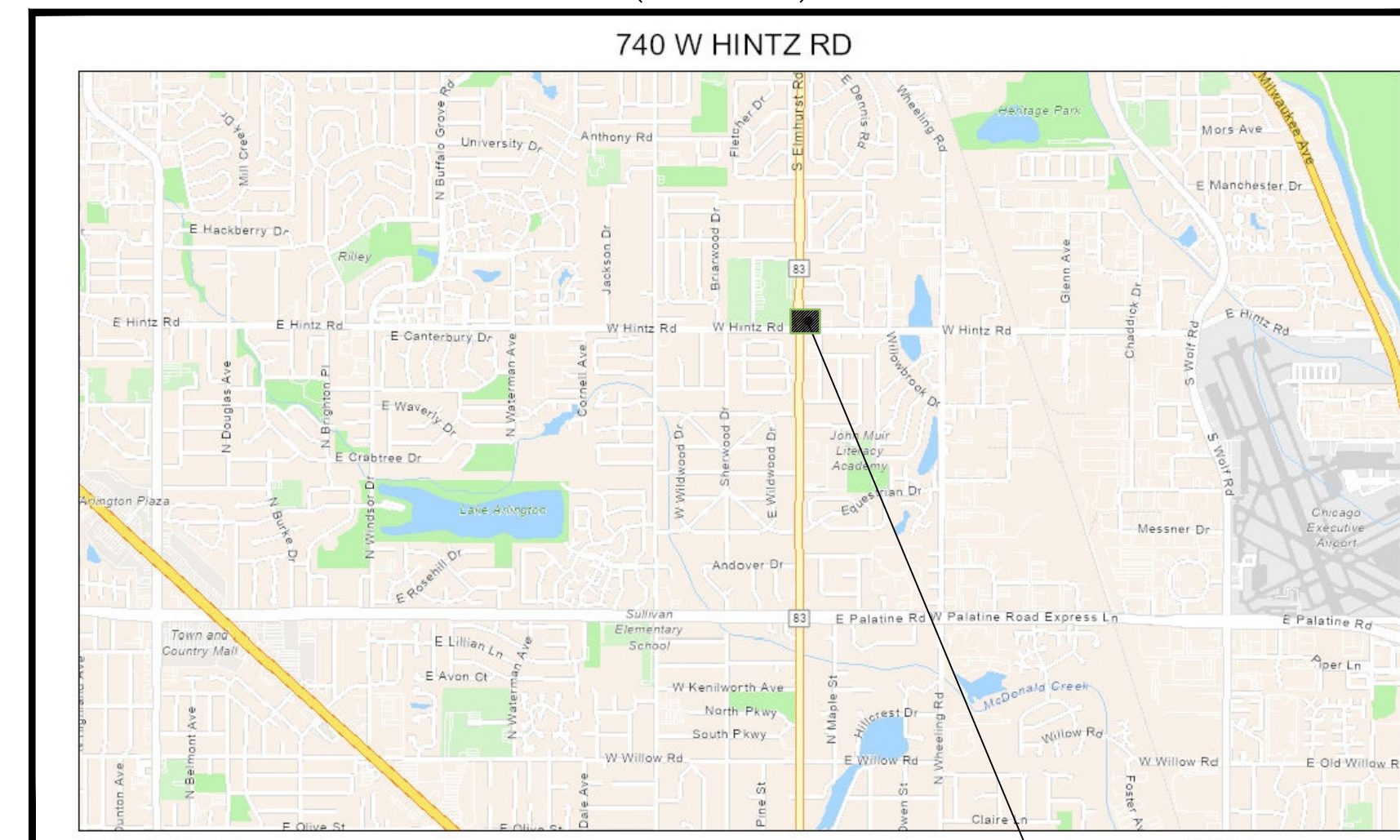
RBD ASSOCIATES, INC.
DESIGN FIRM LICENSE NUMBER:
184.008755
GLENVIEW, IL.
Ramiz@rbdengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

CALL JULIE
CALL 48 HOURS BEFORE YOU DIG
(EXCLUDING SAT., SUN. & HOLIDAYS)
1-800-892-0123



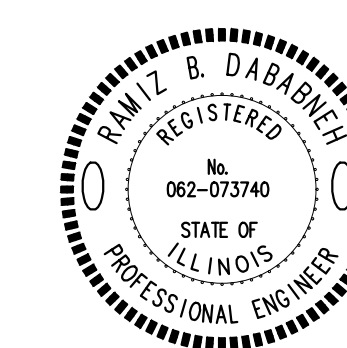
LOCATION MAP
(NO SCALE)



SITE LOCATION:
740 W HINTZ RD,
WHEELING, ILLINOIS 60090

DRAINAGE STATEMENT

TO THE BEST OF MY KNOWLEDGE, THE PROPOSED WORK QUALIFIES THAT THE DEVELOPMENT MEETS THE MINIMUM CRITERIA FOR STORMWATER MANAGEMENT IN ACCORDANCE WITH THE COOK COUNTY STORMWATER ORDINANCE AND THE VILLAGE CODE OF WHEELING.



Ramiz B. Dababneh

Signed: 11/06/2025
Expires: 11/30/2027

RAMIZ B. DABABNEH
REGISTERED PROFESSIONAL ENGINEER
STATE OF ILLINOIS NO. 062-073740

INDEX OF SHEETS

SHEET NUMBER	SHEET TITLE
01	TITLE SHEET AND NOTES
02	EXISTING CONDITIONS & EROSION CONTROL
03	PROPOSED CONDITIONS
04	DETAILS SHEET

SURVEY INFORMATION:

ADDRESS: 740 W HINTZ RD, WHEELING, ILLINOIS 60090

1. LOT DIMENSIONS TAKEN FROM ORIGINAL SURVEY. ALL LOT LINES, SETBACK LINES, UTILITY EASEMENT, ARE TO BE LOCATED ON THE SITE BEFORE WORK STARTS.
2. CONTRACTOR IS SOLE RESPONSIBLE FOR COMPLIANCE WITH SETBACKS AND EASEMENTS.
3. CONTRACTOR AGREES TO COMPLY WITH THIS DIRECTIVE AND FURTHER AGREES TO HOLD ENGINEER HARMLESS FOR REMEDIAL ACTION DUE TO HIS FAILURE TO COMPLY.
4. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF AND SHALL NOT BE RESPONSIBLE FOR DEMOLITION OR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, SINCE THESE ARE SOLELY THE CONTRACTOR'S RESPONSIBILITY UNDER THE CONTRACT FOR CONSTRUCTION.
5. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
6. THE ENGINEER SHALL NOT HAVE CONTROL OVER OR CHARGE OF ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING PORTIONS OF THE WORK.
7. FIELD WORK COMPLETED ON 10/16/2025.

RBD ASSOCIATES, INC. NOTES:

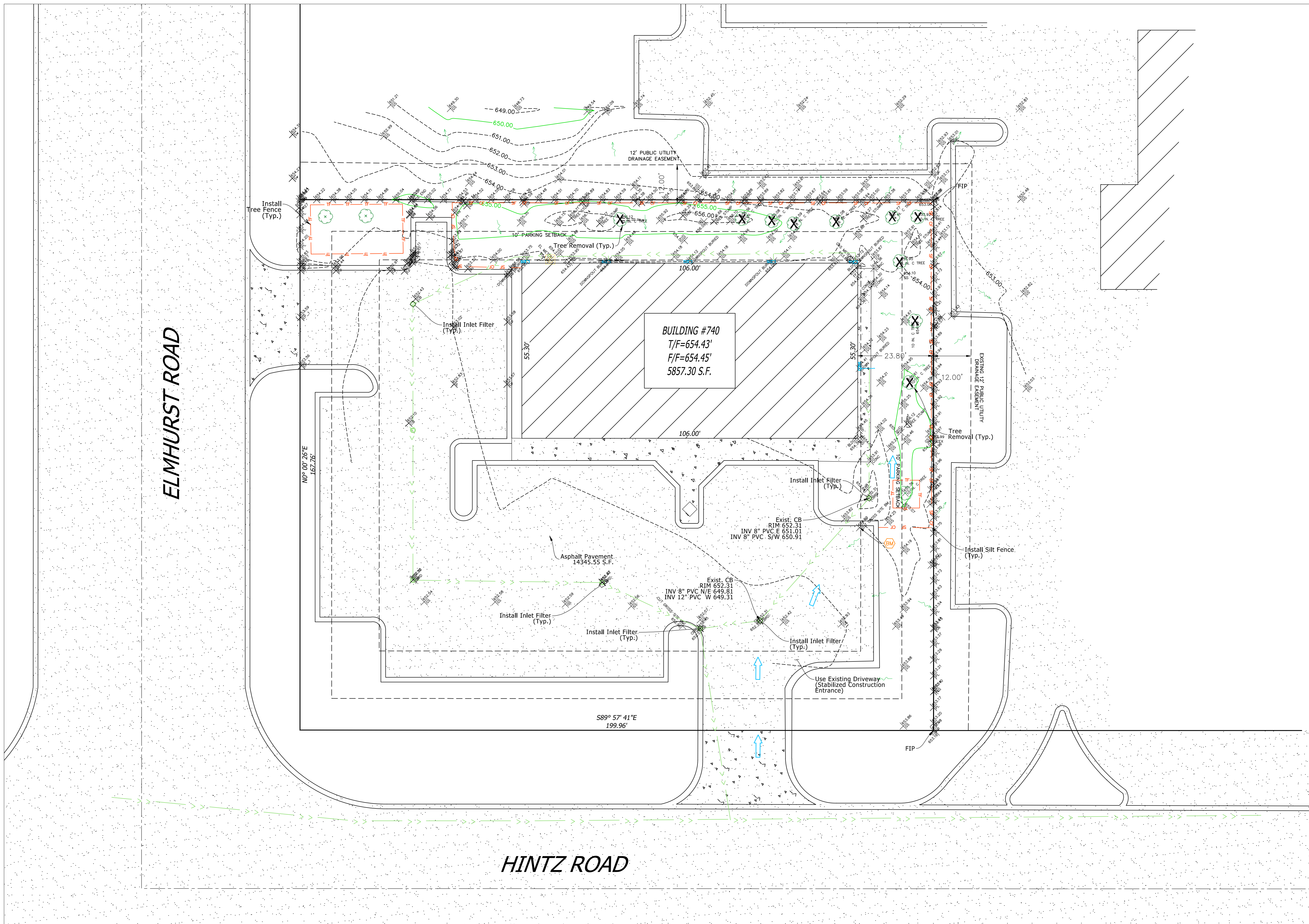
1. REAR/FRONT/SIDE YARD BASINS MAY EXPERIENCE STANDING WATER DURING HEAVY RAIN EVENTS.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL VILLAGE/COUNTY REGULATIONS AND CODES AS WELL AS STANDARDS.
3. SHOULD IT APPEAR THAT THE WORK COVERED BY THE CONTRACT DOCUMENTS IS NOT SUFFICIENTLY DETAILED OR EXPLAINED, AN RFI FORM SHALL BE SUBMITTED TO THE ENGINEER FOR FURTHER DRAWINGS OR EXPLANATIONS AS MAY BE NECESSARY TO CLARIFY THE POINT IN QUESTION PRIOR TO THE CONTRACT AWARD. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE A JOB COMPLETE IN EVERY RESPECT. THE CONTRACTOR IS RESPONSIBLE FOR THIS RESULT AND TO TURN OVER THE PROJECT IN COMPLETE OPERATING CONDITION, IRRESPECTIVE OF WHETHER THE CONTRACT DOCUMENTS COVER EVERY INDIVIDUAL ITEM IN MINUTE DETAIL.

PLANS PREPARED FOR
BRIANNA CARLSON
BRIANNA.CARLSON@LEGACYPRO.COM
608-751-4056

RBD ASSOCIATES, INC.
| CIVIL ENGINEERING FIRM |
RBDENGINEERING.COM
224.425.0009

SUBMITTALS			
DATE	REMARKS	DATE	REMARKS
11/6/2025	ISSUED FOR DESIGN COORDINATION		

PROJECT NO.: 25-740
DATE: 11/06/2025
SHEET 1 OF 4



- LEGEND AND SYMBOLS:**
- N. = NORTH
 - S. = SOUTH
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 - G/S = GARAGE SLAB
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 - T/P = TOP OF PIPE
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 - ⊕ WATER VALVE
 - ⊕ B-BOX
 - ⊙ WATER MANHOLE
 - ⊙ STORM MANHOLE
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FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. USE THE SCALE BELOW TO MAKE MEASUREMENTS ON REDUCED PLANS.

C-2
EXISTING CONDITIONS & EROSION CONTRA

ENGINEERING PLANS PREPARED BY:
RBD Associates, Inc.
Design Firm License Number: 184.008755
GLENVIEW, IL.
Romiz@bdengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

PLANS PREPARED FOR:
Brianna Carlson
brianna.carlson@legacypro.com
(608) 751-4056

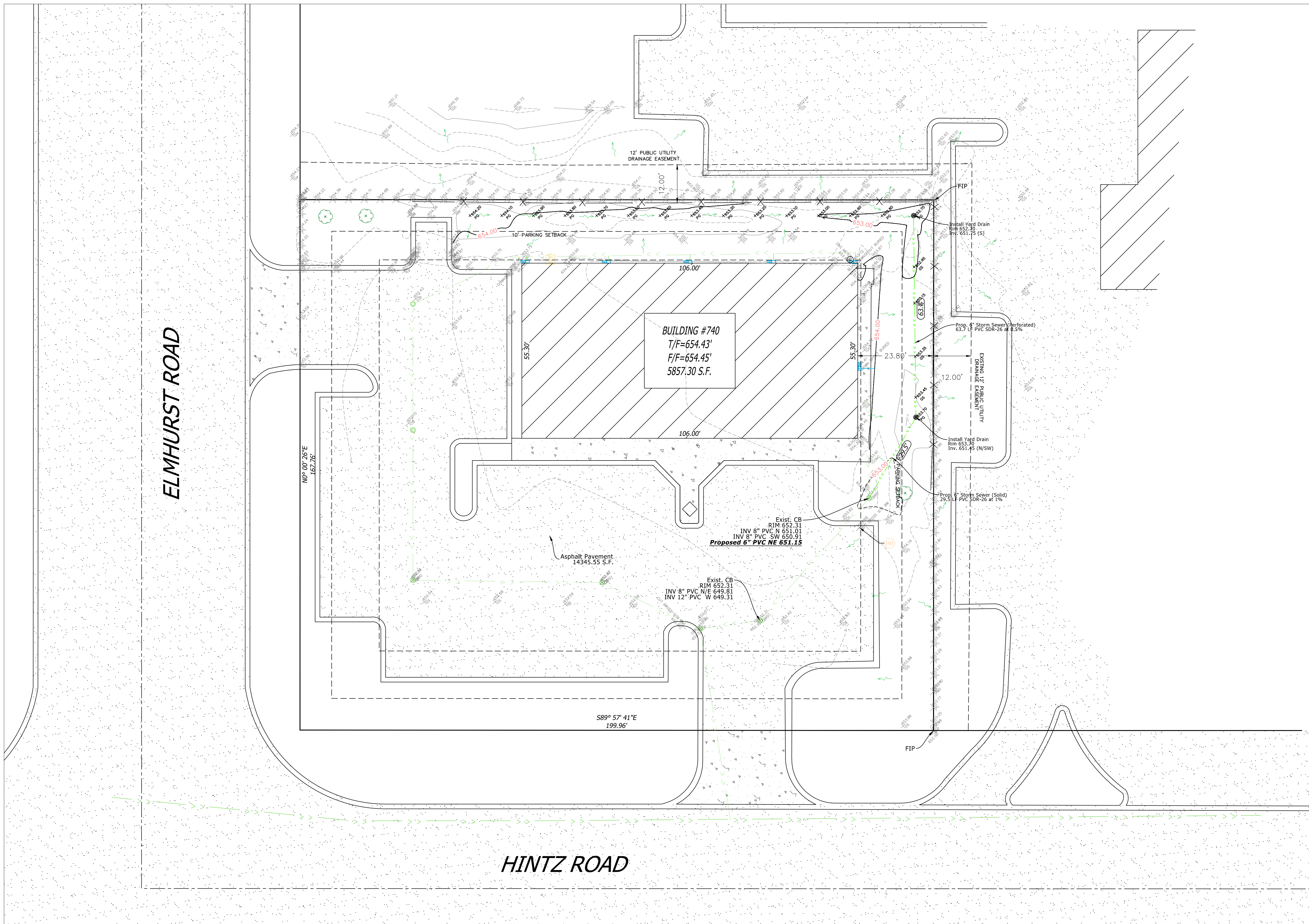
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SUBMITTALS	
DATE	REMARKS
12/10/2025	REVISED TREE REMOVAL
11/06/2025	ISSUED FOR DESIGN COORDINATION

REAR/SIDE GRADING IMPROVEMENTS
740 W HINTZ ROAD
WHEELING, IL 60090

DESIGNED BY: RBD
PROJECT NO.: 25-740
DATE: 11/06/2025
SCALE: 1:15 (FULL), 1:30 (HALF)
SHEET 2 OF 4

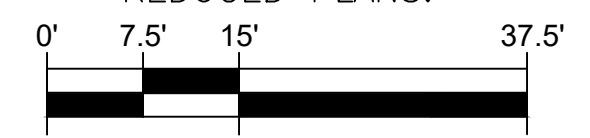
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6-3
PROPOSED CONDITIONS

ENGINEERING PLANS PREPARED BY:
RBD Associates, Inc.
Design Firm License Number: 184.008755
GLENVIEW, IL.
Romiz@bdenengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

PLANS PREPARED FOR:
Brianna Carlson
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(608) 751-4056

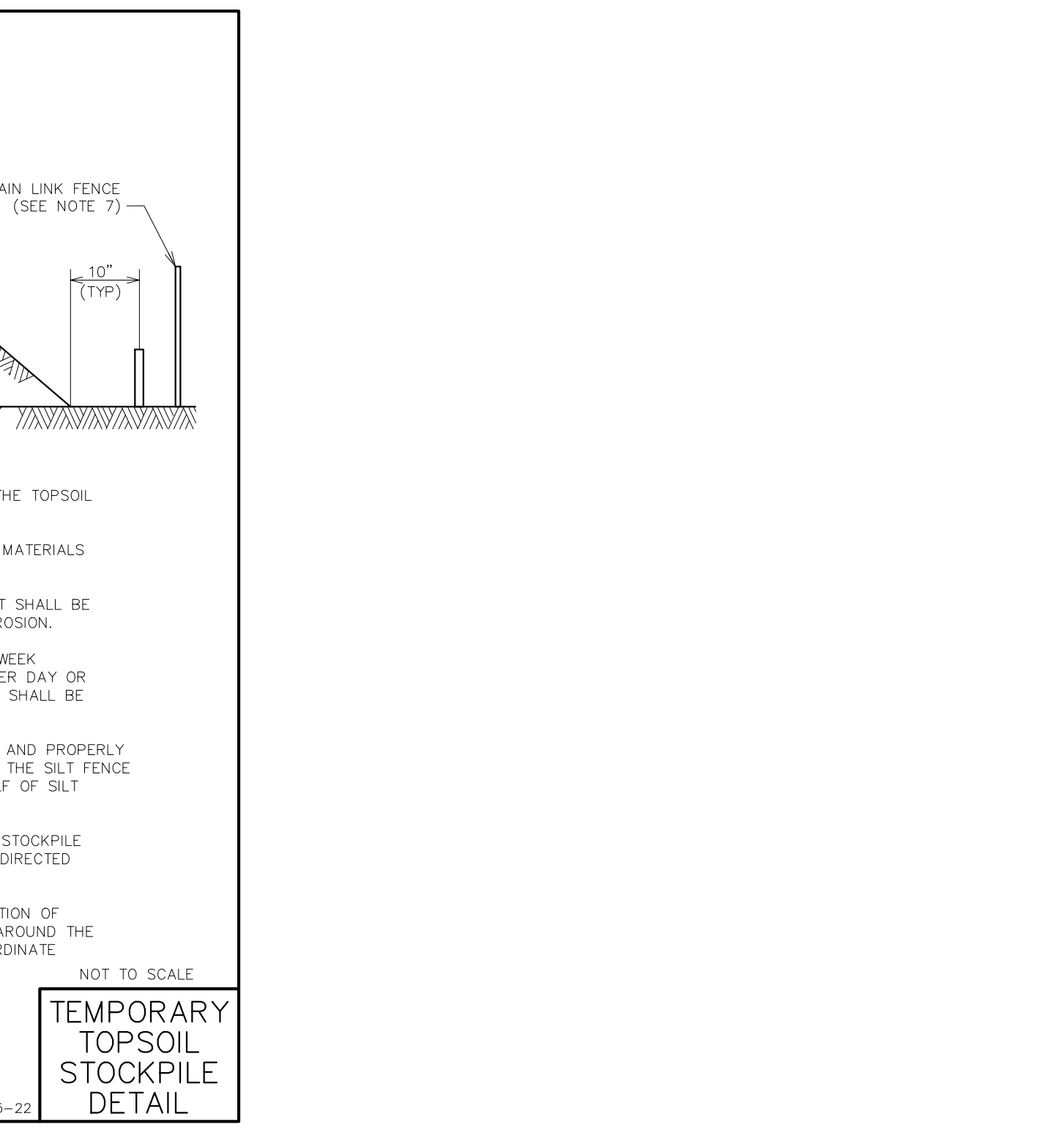
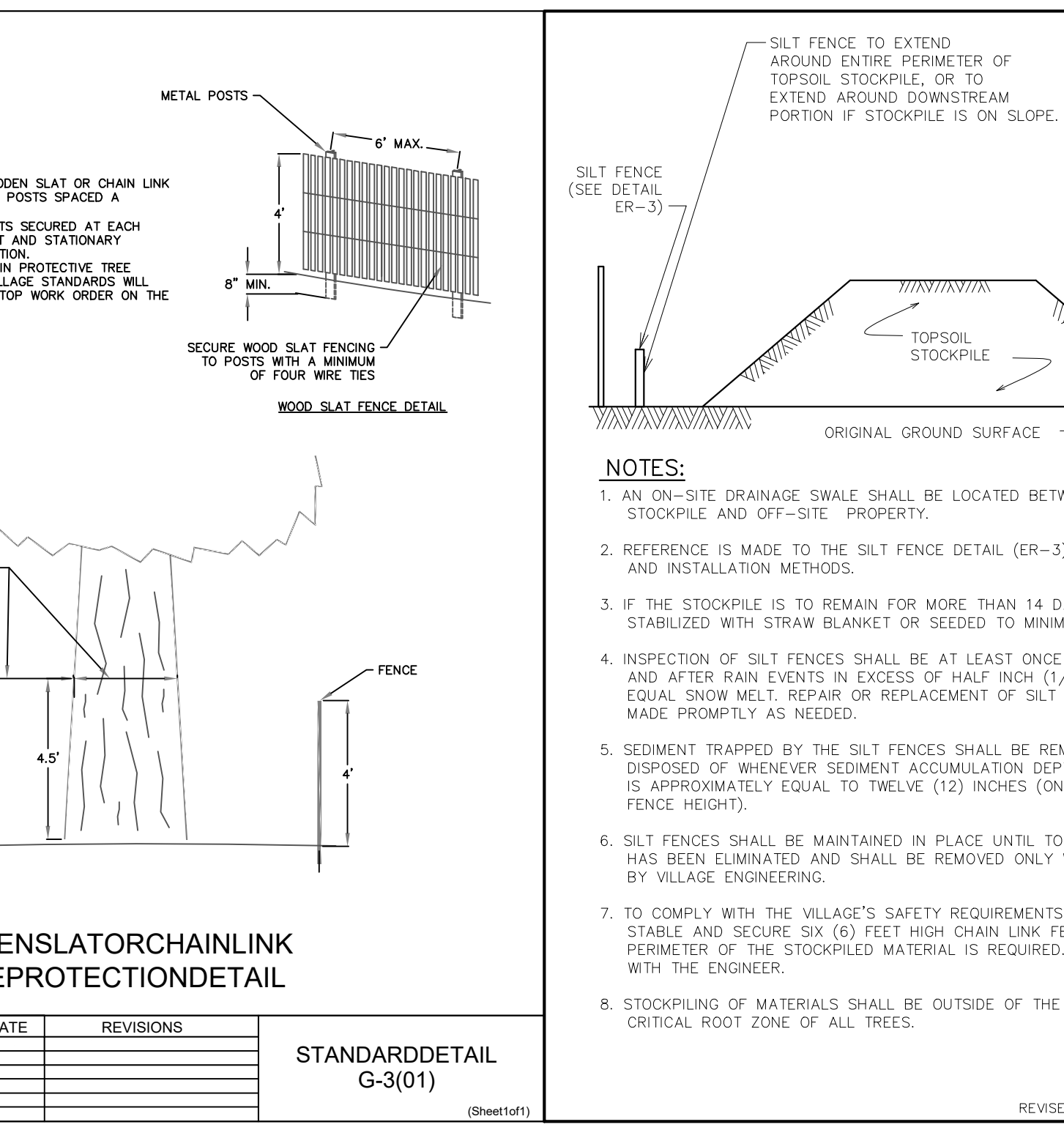
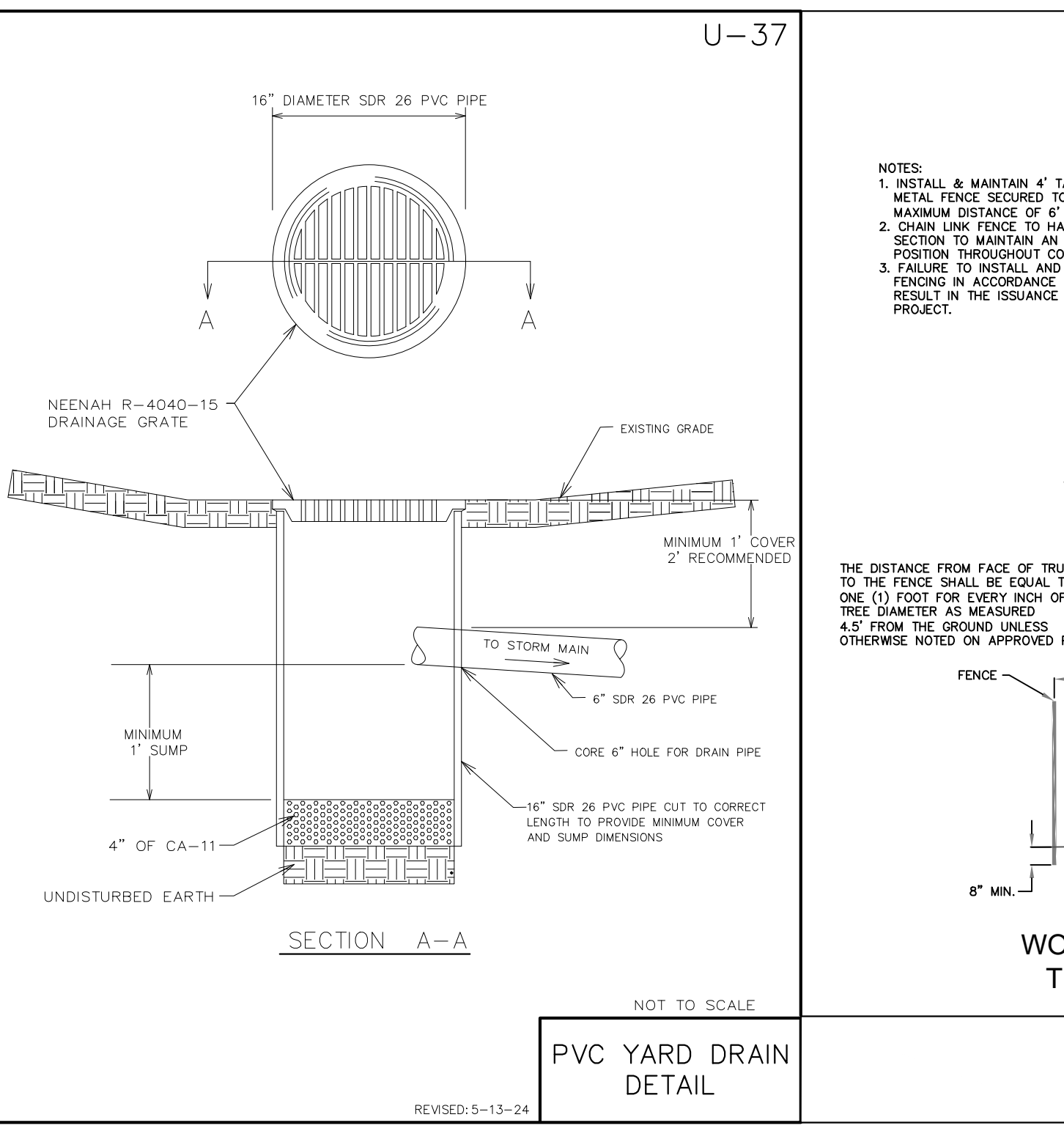
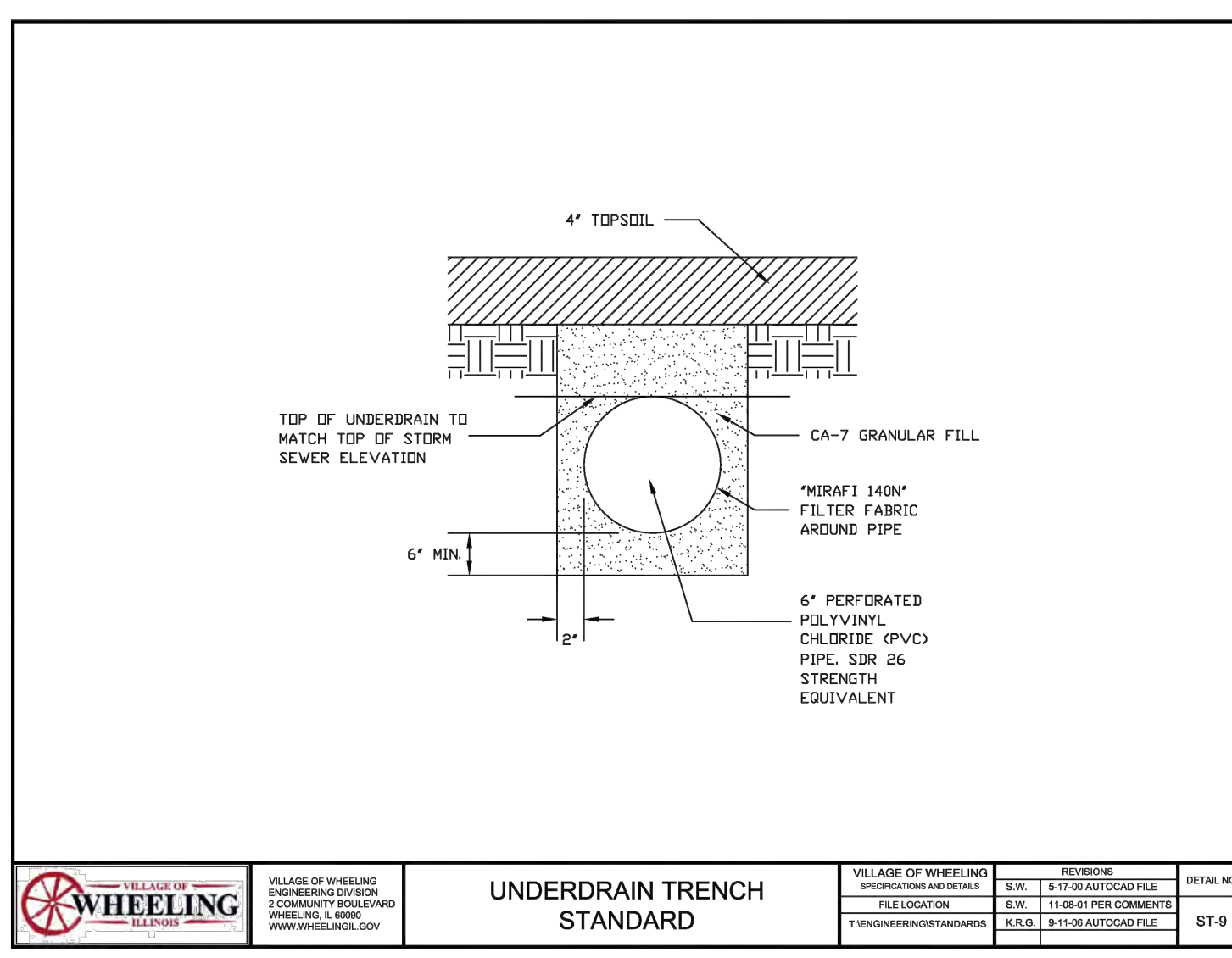
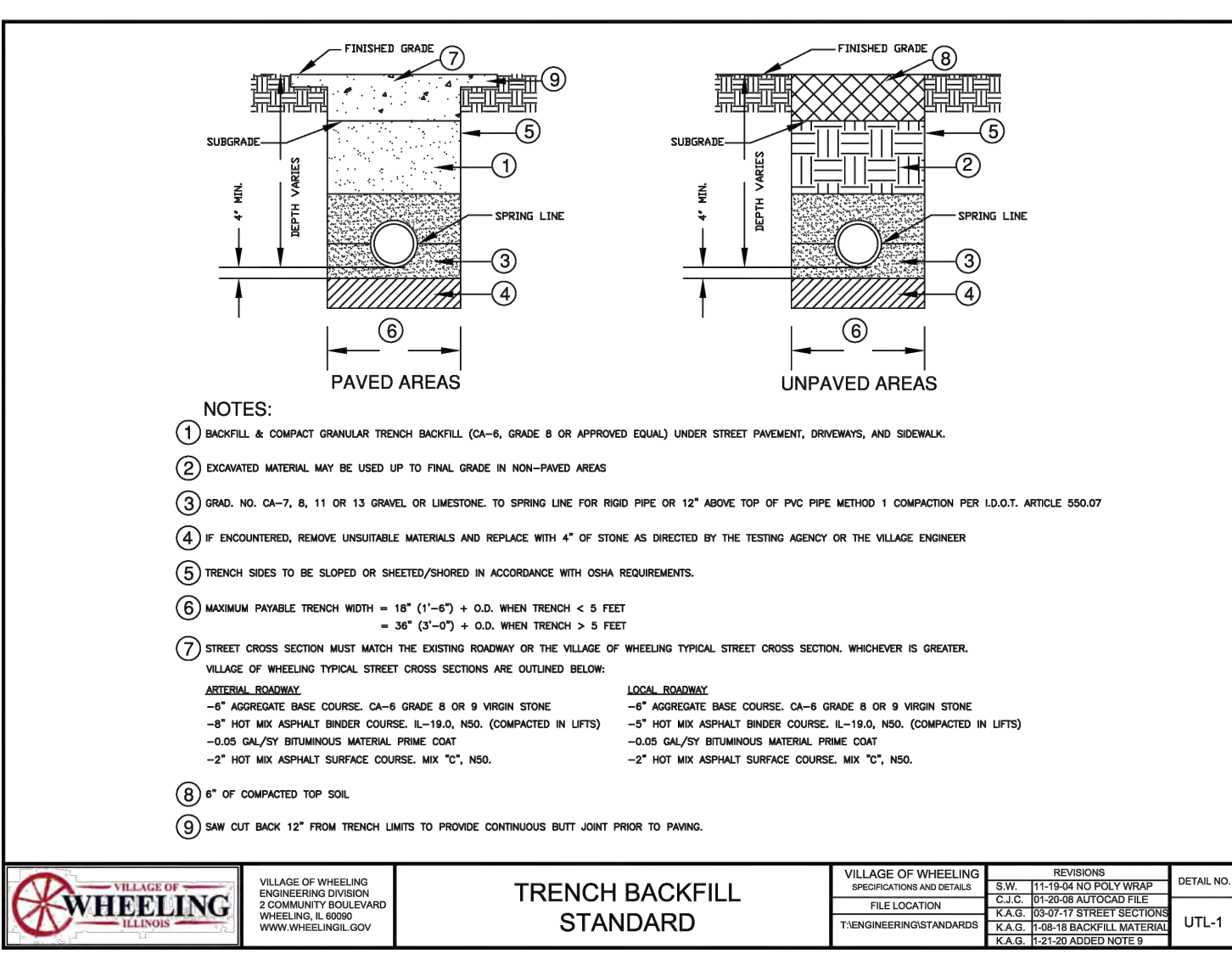
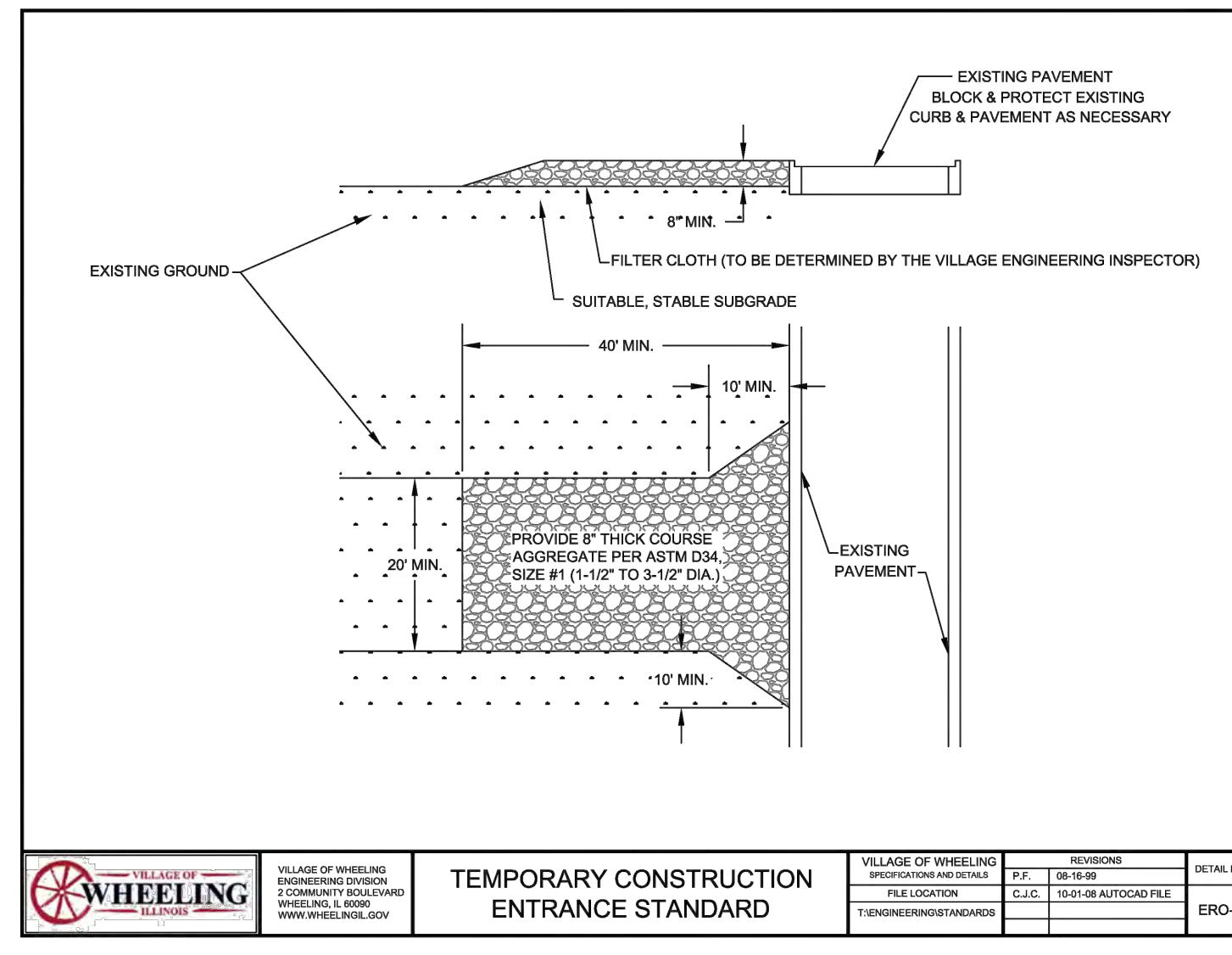
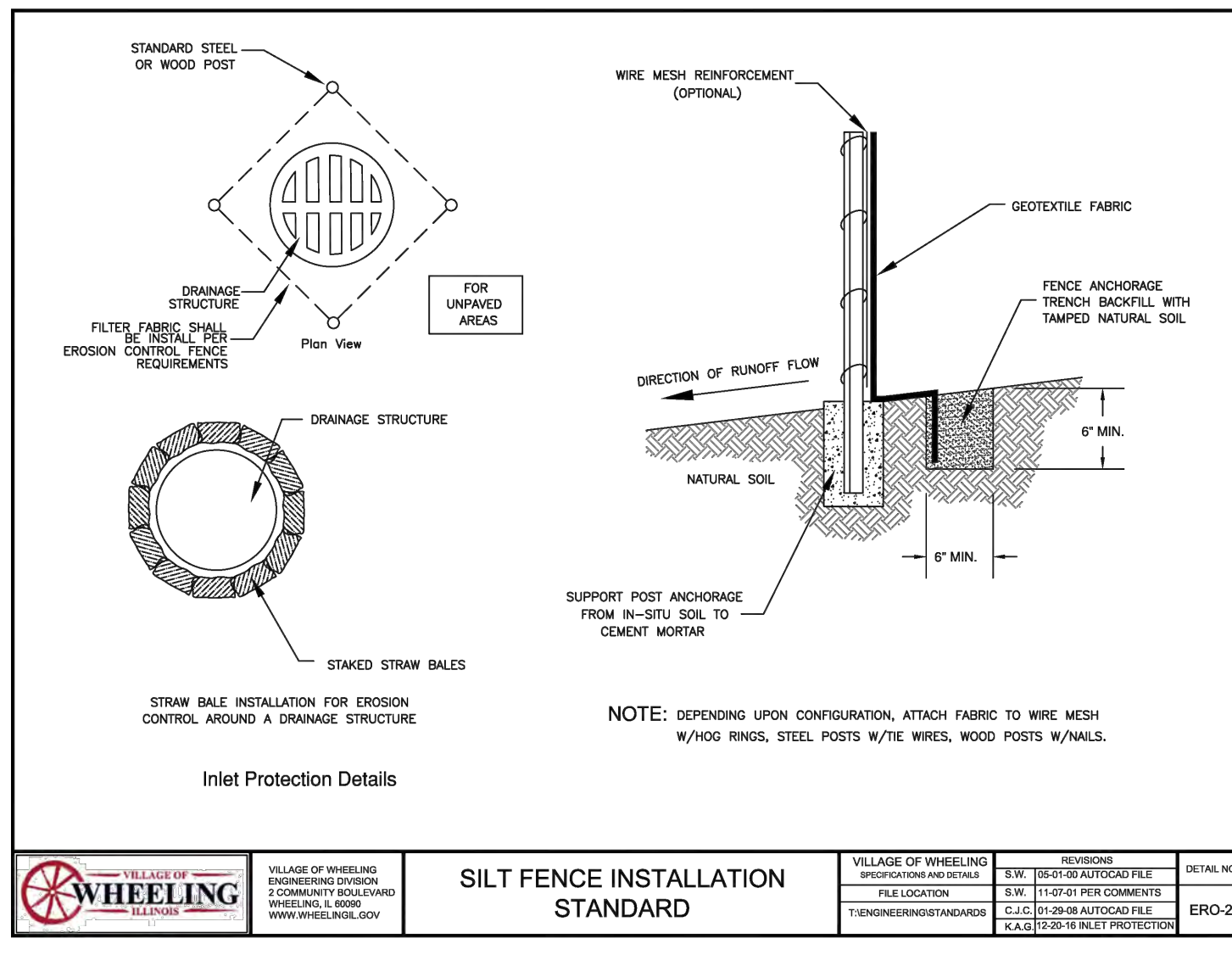
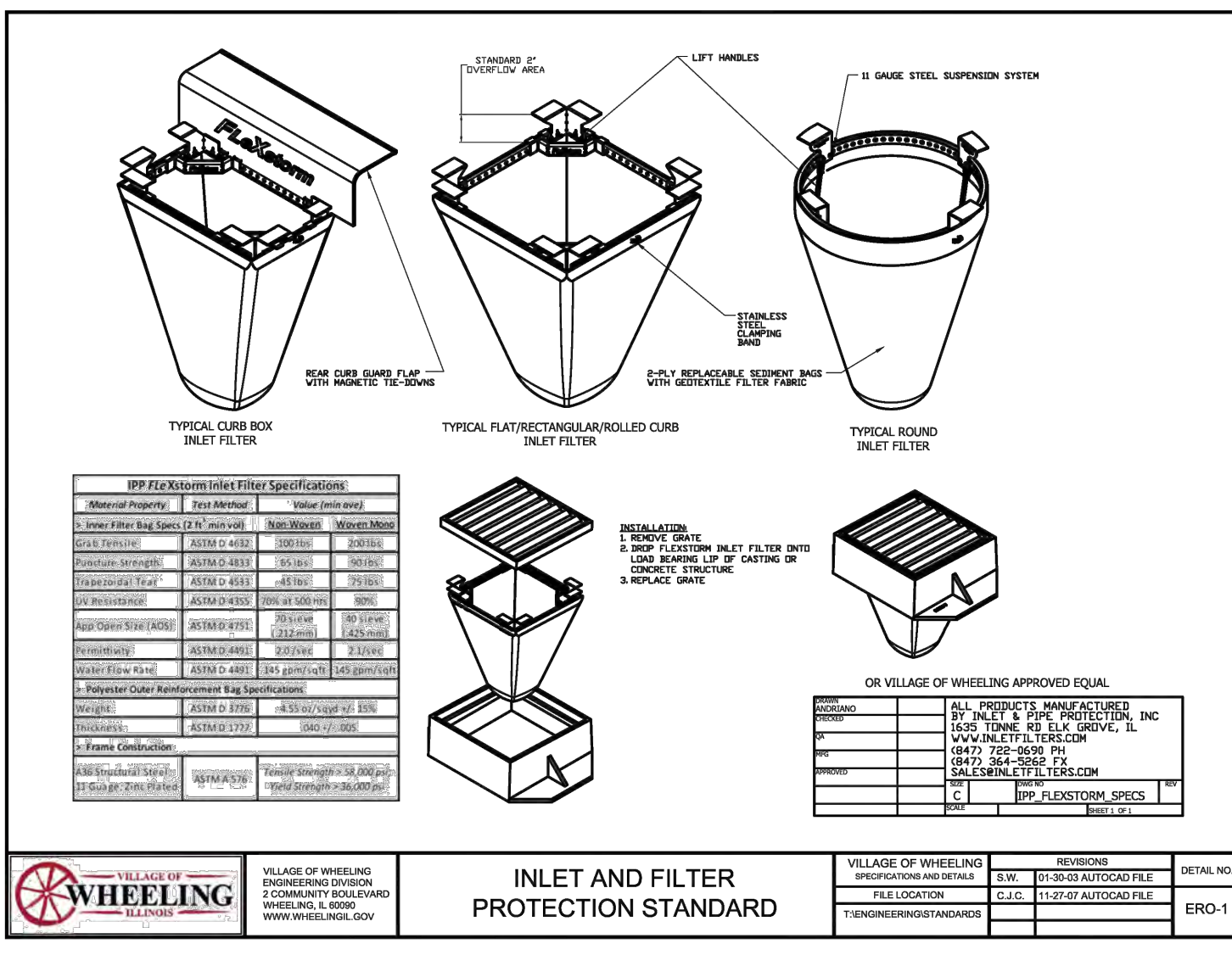
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REAR/SIDE GRADING IMPROVEMENTS
740 W HINTZ ROAD
WHEELING, IL 60090

DESIGNED BY: RBD
PROJECT NO.: 25-740
DATE: 11/06/2025
SCALE: 1:15 (FULL), 1:30 (HALF)
SHEET 3 OF 4

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ENGINEERING PLANS PREPARED BY:

RBD Associates, Inc.
Design Firm License Number: 184.008755
GLENVIEW, IL.
Romiz@bdengineering.com
224.425.0009

Signed: 11/06/2025
Expires: 11/30/2027

PLANS PREPARED FOR:

Brianna Carlson
brianna.carlson@legacypro.com
(608) 751-4056

Village Survey Monument
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REAR/SIDE GRADING IMPROVEMENTS
740 W HINTZ ROAD
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SHEET 4 OF 4

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K-Educate, INC

Katerina Shafran
456 Chicory Ln
Buffalo Grove, IL,60089
224-433-4830
keducate123@gmail.com

20th of June 2025

Village of Wheeling

To Whom It May Concern,

We want to build a K-Educate Daycare learning center with approximately up to 60 kids and will be located at 740 W. Hintz, Wheeling, IL, 60090. We will cater to children approximately aged 18 months to 12 years old and will offer full-time, part-time, and drop-in care for students. The daycare center will open from 7am to 6pm Monday through Friday and most of the students will drop off somewhere between 8am and 9am and pick up from 5pm to 6pm. When the parents come to pick up their child, they have enough space in the parking lot. We have 40 shared stalls in the parking area. The parents will spend less than 5 minutes dropping off and picking up their kids.

We have a big backyard that is fenced in with a gate. The fence is 6 feet high to ensure the safety of the children. We want to build a playground within the sandbox, playhouse, and gross motor area. The students will play outside approximately from 11am-12pm and from 5pm to 6pm.

Our curriculum is based on the Illinois Early Learning Standards. I use these standards throughout my lessons to maximize the learning that can take place throughout the school day. I also use a Russian curriculum that is based on my knowledge and multiple degrees in preschool education.

Sincerely,

Katerina Shafran

Project Narrative – Special Use Application

740 W Hintz Rd, Wheeling, IL 60090

Overview of the Proposal

K-Educate, Inc. proposes the development and operation of a child care/day care facility at 740 W Hintz Rd, Wheeling, IL. The facility will occupy approximately 3,665 square feet in a standalone commercial building formerly occupied by Legacy Family Video. The space will be renovated to meet all licensing and safety standards required for early childhood education, including interior build-out, updated ADA compliance, and improved landscaping.

Background of the Business

K-Educate, Inc. is an educational organization focused on early childhood development and community enrichment. The new Wheeling location will provide essential child care services to working families in the surrounding area. Our programs emphasize social-emotional learning, early literacy, and school readiness while fostering a safe and stimulating environment.

Operational Details

- Hours of Operation: Monday through Friday, 7:00 AM – 6:00 PM
- Estimated Staff: 8-10 employees on-site during operational hours
- Number of Children Served: 45-60 (age-appropriate classrooms)
- On-site Vehicles: Minimal — primarily staff vehicles
- Parking: Shared lot with ample space; no changes proposed to the current layout

Community Impact

The proposed child care facility fulfills a growing need for quality early childhood education in Wheeling. The location provides convenient access for working parents, particularly those commuting via nearby arterial roads. The adaptive reuse of the vacant building will revitalize a visible commercial corner, promote foot traffic, and support local economic development. Enhanced landscaping and updated fencing will improve the visual appeal of the site. This project directly benefits families, supports working parents, and contributes positively to the community fabric.

Zoning & Development Standards

The proposed use requires a Special Use permit under the current zoning district. The requested use is consistent with adjacent commercial and service-oriented properties. No exterior additions are planned. The proposed use will operate harmoniously with surrounding businesses without generating undue noise, traffic, or environmental impact.

Landlord-Supported Improvements

Per the Letter of Intent, the landlord will complete essential improvements including:

- Removal of dead/fallen landscaping
- Fence repair and replacement
- Tenant improvement (TI) allowance of \$50,000 toward facility build-out

K-EDUCATE - PLAYGROUND EQUIPMENT



Step 2 Climber – Multi Play Structure



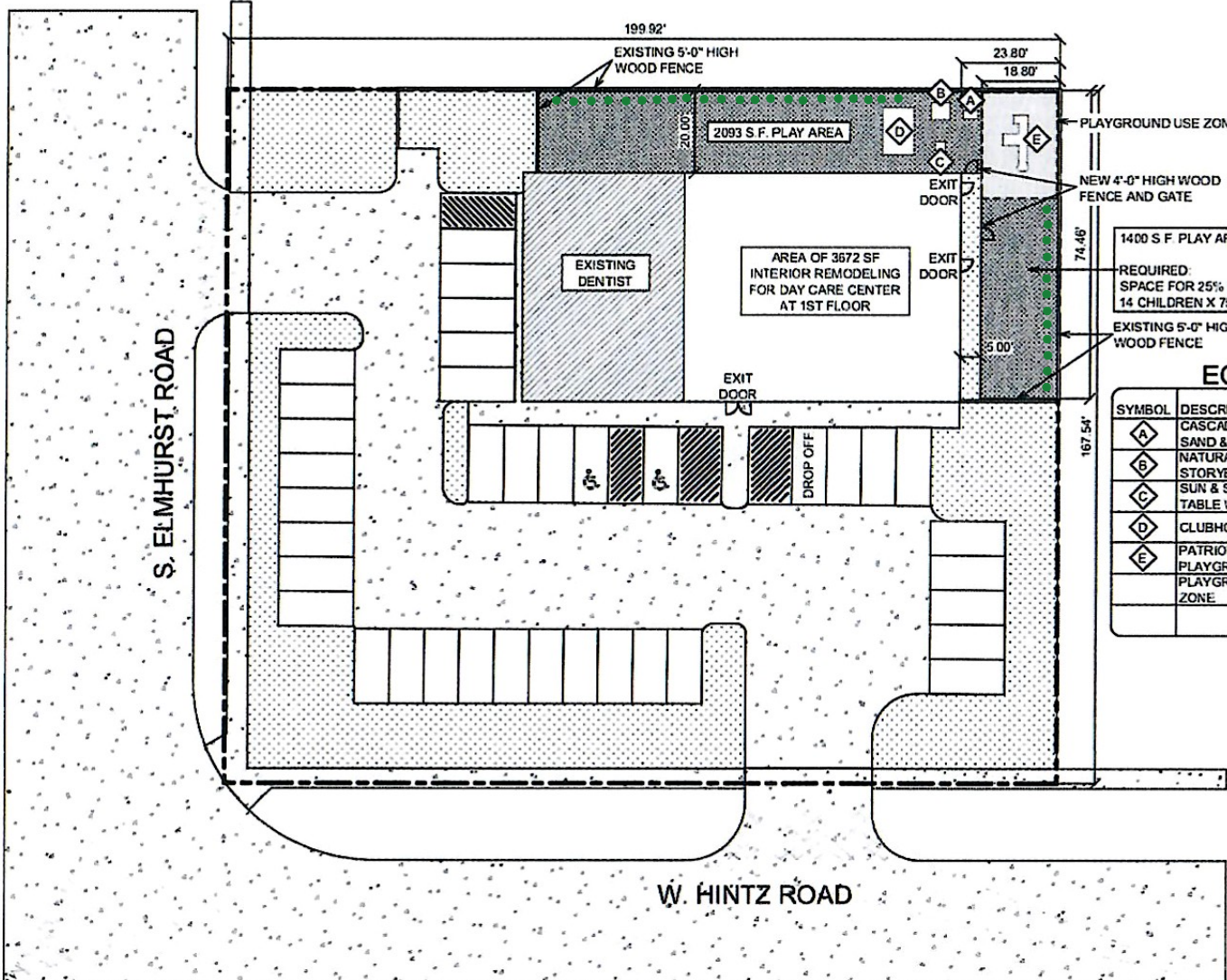
Step 2 – Playhouse



Willy Goat Patriot's Point



Step 2 – Sand and Water Table



1400 S F PLAY AREA
 REQUIRED SPACE FOR 25% OF 56 CHILDREN = 14 CHILDREN
 14 CHILDREN X 75 S F AREA/CHILD = 1050 S F

EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	DIMENSIONS			QUANTITY
			L	W	H	
A	CASCADING COVE SAND & WATER TABLE	STEP 2 COMPANY	42.5'	24'	23"	1
B	NATURALLY PLAYFUL™ STORYBOOK COTTAGE	STEP 2 COMPANY	55'	50.5'	64.25"	1
C	SUN & SHADE PICNIC TABLE W/UMBRELLA	STEP 2 COMPANY	27'	29'	18"	1
D	CLUBHOUSE CLIMBER	STEP 2 COMPANY	137'	91.5'	91.5'	1
E	PATRIOT'S POINT PLAYGROUND EQUIPMENT	PLAYGROUND EQUIPMENT	13.5'	6.25'		1
	PLAYGROUND USE ZONE		25.5'	18.25'		

Site Plan



MEMORANDUM

DATE: December 17, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0003, Request for a Variation to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks From 19 Feet and 25 Feet, Respectively, to Zero Feet Associated with the Construction of a Playground for K-Educate, Inc. Day Care Center (740 W. Hintz Road). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PV25-0003** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Petitioner's Project Description Letter received by the Village on 6/20/2025; Playground Equipment Details; Site Plan received by the Village on 11/19/2025; and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

EXECUTIVE SUMMARY

Docket No. PV25-0003: K-Educate, Inc. Day Care Center (456 Chicory Lane, Buffalo Grove, IL 60089), lessee, is seeking a variation as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road.

GENERAL PROPERTY INFORMATION

Petitioner: K-Educate, Inc. Day Care Center

Property size: 33,600 sq. ft. (0.77 acres)

Unit size: 3,665 sq. ft. / 5,900 sq. ft. building

Neighboring Property Land Use(s):

North/East: Residential (Assisted Living)

West: Wheeling High School (across Elmhurst Road)

South: Commercial and Single Family Residential (across Hintz Road)

Existing Use of Property: Commercial retail space (vacant)

Existing Zoning: B-3, General Commercial and Office

Zoning History:

- Ordinance No. 4518, approved 4/19/2010, granting site plan and appearance approval for Family Video (Docket # PC 10-6).
- Ordinance No. 4517, approved 4/19/2010, granting a rear yard setback variation, side yard setback variation and parking setback variation for Family Video (Docket # 2018-8).
- Ordinance No. 4529, approved 6/7/2010, granting site plan and appearance approval – amendment to Ordinance No. 4518 to correct a scrivener’s error (Docket # PC 10-6).
- Docket #SCBA 11-7, approved 3/10/2011, granting appearance approval of two wall signs and a monument sign (Family Video).
- Ordinance No. 5128, approved 12/4/2017, granting special use and site plan approval for a health club (Docket # 2017-14).
- Docket #SCBA 18-1, approved 1/11/2018, granting appearance approval of wall signs (Stay Fit 24).
- Docket #PC 20-5, approved 4/22/2020, granting minor site plan and appearance approval for interior and exterior alterations (Aura Family Dental).

SUMMARY OF REQUEST

K-Educate, Inc. Day Care Center (“K-Educate”) is requesting a variation to permit a reduction in the minimum required building setbacks for a proposed playground from 19 feet to zero feet along the north property line, and 25 feet to zero feet along the east property line. The requested setback variation is associated with the construction of an outdoor playground area located at 740 W. Hintz Road.

The petitioner is also seeking special use approval to permit the operation of a day care center (Docket No. PSU25-0011), as well as a variation to permit a reduction in the minimum required fence height (Docket No. PV25-0004). In addition, the petitioner is requesting minor site plan & appearance approval to construct an outdoor playground area (Docket No. PSPMIN25-0033).

VARIANCE

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

The petitioner is proposing to construct a playground on the north and east sides of the building, in conjunction with the proposed day care center for K-Educate (Docket No. PSU25-0011). The proposed playground would be located within an existing fenced area that is currently landscaped with a number of trees, which are to be removed to accommodate the playground. Since the proposed playground would be located within the existing fenced area, the playground encroaches into both the required rear and side yard setbacks, resulting in zero-foot setbacks. Pursuant to Ordinance No. 4517 (approved 4/19/2010), variations were granted for the construction of the (former) Family Video and established a rear yard setback (north side) of 19 feet, and a side yard setback (east side) of 25 feet. The petitioner’s proposal would reduce both setbacks to zero feet to accommodate the playground improvements.

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request. (Any staff comments follow the petitioner’s response)

1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

Petitioner: The site’s existing layout and the size of the building on the lot result in limited space to place the playground area. Due to these physical limitations and the requirement for a minimum 1,050 SF outdoor space, strict compliance with both side and rear setbacks would create a hardship. We are requesting a variation of 2 to 4 feet to accommodate the fenced play area.

Staff: The subject site was initially developed for a video rental store, thus accommodations for an exterior

playground or any open space were not accounted for. As a result, the site presents physical constraints to sufficiently provide for a playground that complies with the setbacks established by Ordinance No. 4517.

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.

Petitioner: This hardship is unique to this property. Other parcels do not face the same site geometry or existing footprint constraints, which makes this circumstance exceptional and not recurring.

Staff: The identified hardship is specific to this subject parcel.

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

Petitioner: This condition was not created by the current applicant or property owner. The existing building and site layout predate the day care use being proposed.

Staff: The existing building footprint and associated site improvements were established prior to the petitioner's proposal.

4. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

Petitioner: Without the variation, the day care cannot operate in compliance with state licensing, resulting in loss of use and reasonable return from the space.

Staff: Without the requested variation, the petitioner's space could not support the intended use.

5. State how the granting of the variation will not alter the essential character of the locality.

Petitioner: The proposed fenced playground will be screened, safe, and complementary to the area. It will not alter the essential character of the neighborhood.

Staff: The proposed playground improvements, and requested setback reductions, will occur within an existing fenced area and would not expand the existing conditions of the subject site.

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Petitioner: The minor variation does not reduce access to light or air, create congestion, or impact property values. The fencing maintains visibility and safety standards.

Staff: The proposed variation will not impair access to light or air, nor will it impact public safety or adjacent properties with the implementation of the proposed conditions.

STAFF REVIEW

Fire Department Review: No comments related to the Special Use.

Engineering Division Review: No comments related to the Special Use.

Staff Recommended Action: Staff recommends approval of the variance request subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

Recommend approval of Docket No. PV25-0003 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Petitioner's Project Description Letter received by the Village on 6/20/2025; Playground Equipment Details; Site Plan received by the Village on 11/19/2025; and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

ATTACHMENTS:

Attachments to Staff Report (Staff)

Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025

Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025

Petitioner's Project Description Letter received by the Village on 6/20/2025

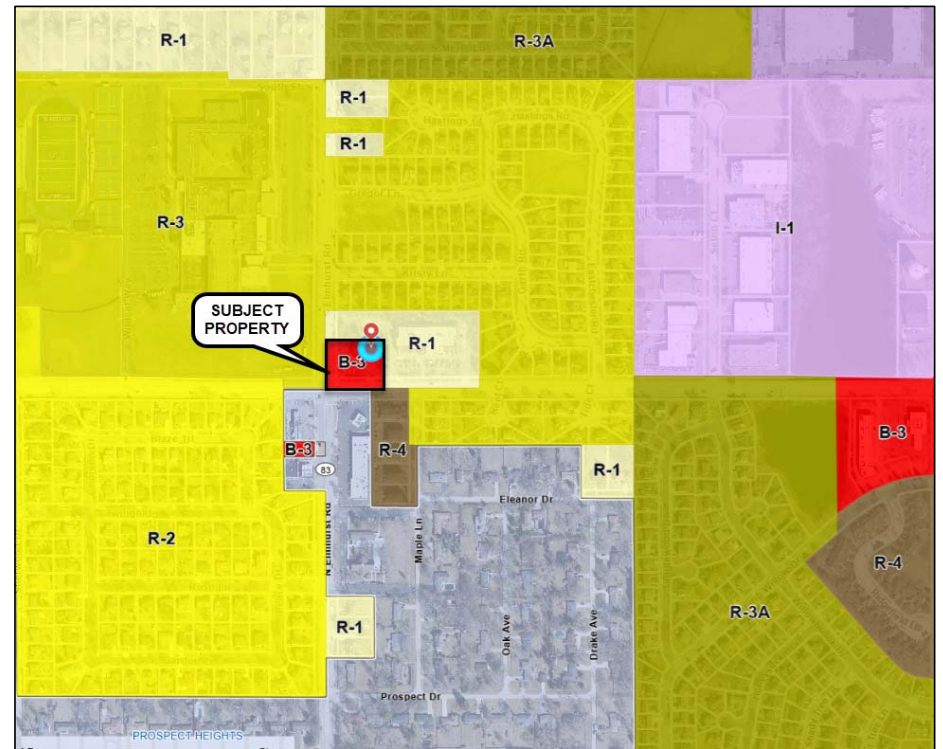
Playground Equipment Details

Site Plan received by the Village on 11/19/2025

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
 (Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



LOCATION MAP



ZONING MAP

**K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)**



Photo of the front of the building (south façade) facing north from Hintz Road.

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of existing door on east building façade.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the northeast corner of the fenced in area.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the rear yard (north of the building).

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)

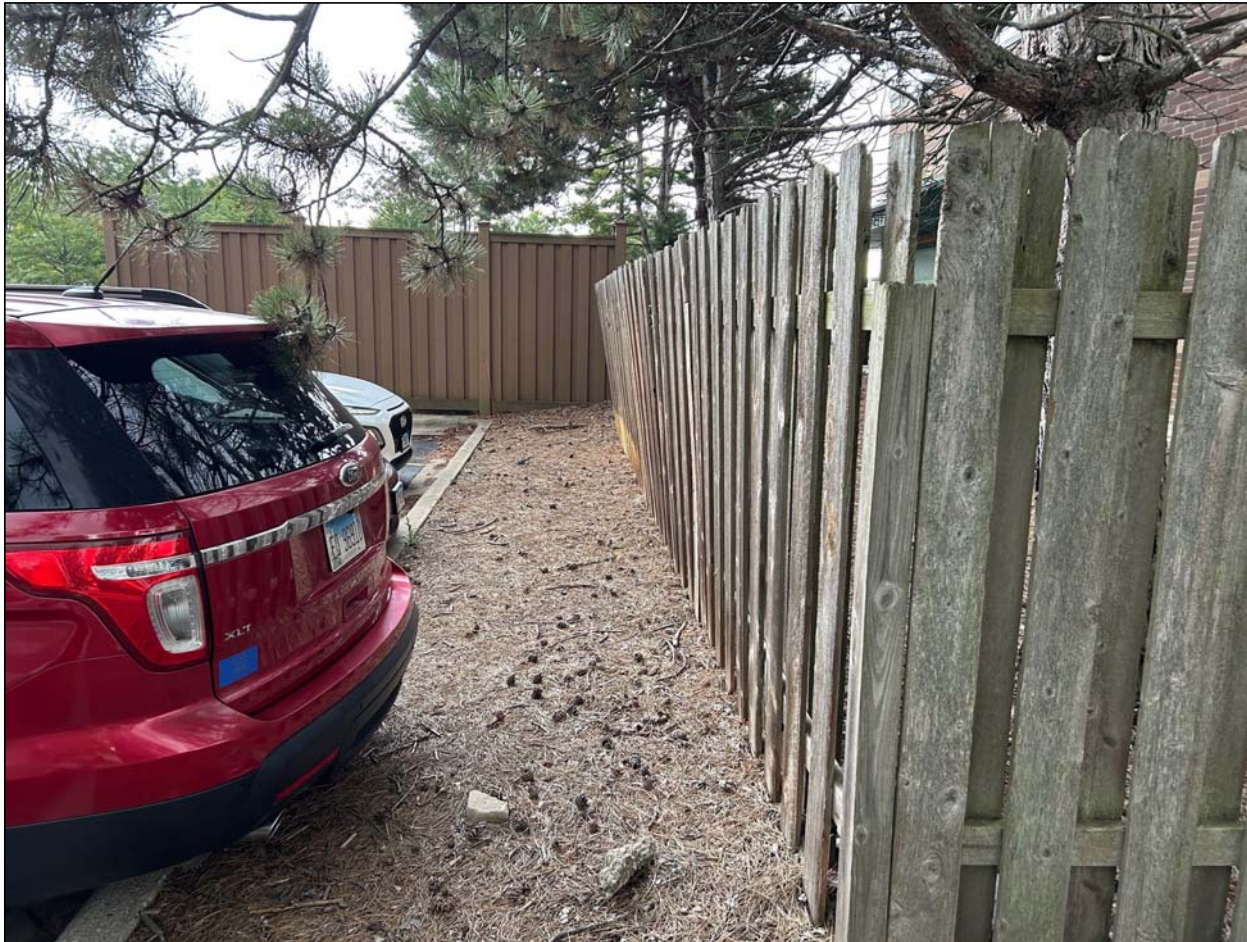


Photo of the fence along the east property line that needs repair.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of the fence along the north 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 17, 2025

Re: Docket No. PSU25-0011
Request for Special Use Approval to Permit the Operation of a Day Care Facility for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0003, Request for a Variation to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks From 19 Feet and 25 Feet, Respectively, to Zero Feet Associated with the Construction of a Playground for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0004, Request for a Variation to Permit a Reduction in the Minimum Required Fence Height for a Day Care Center from 6 Feet to 5 Feet for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Chairman Johnson called Docket Nos. PSU25-0011, PV25-0003 and PV25-0004 on December 17, 2025. Present were Commissioners Riles, Hyken, Karl, Myer, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi

Secretary Sprague reported that K-Educate, Inc. was seeking special use approval to permit the operation of a day care facility as well as variations for reductions in the minimum required setbacks for the rear and side yards and the minimum fence requirement. He reviewed the special use requirements and zoning variations.

The petitioner is requesting special use approval to operate K-Educate Day Care Learning Center, within the existing commercial retail building formerly occupied by Family Video. Upon the closing of Family Video, the building was subsequently divided to create two commercial tenant spaces, with the western portion occupied by Aura Family Dental. This request for a day care operation would be located within the eastern portion of the building. As described in the petitioner's project description letter, the facility proposes to accommodate up to 60 children, ranging in age from 18 months to 12 years. The day care will offer full-time, part-time, and drop-in care.

The proposed hours of operation are Monday through Friday, 7:00 AM to 6:00 PM. Typical drop-off hours are anticipated to occur between 8:00 AM and 9:00 AM, with pick-up hours between 5:00 PM and 6:00 PM. A total of eight employees will be present during the peak shift, including three teachers, three assistants, one director, and one kitchen staff member.

The petitioner is proposing to construct a playground on the north and east sides of the building, in conjunction with the proposed day care center for K-Educate (Docket No. PSU25-0011). The proposed playground would be located within an existing fenced area that is currently landscaped with a number of trees, which are to be removed to accommodate the playground. Since the proposed playground would be located within the existing fenced area, the playground encroaches into both the required rear and side yard setbacks, resulting in zero-foot setbacks. Pursuant to Ordinance No. 4517 (approved 4/19/2010), variations were granted for the

**Findings of Fact and
Recommendation**

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

construction of the (former) Family Video and established a rear yard setback (north side) of 19 feet, and a side yard setback (east side) of 25 feet. The petitioner's proposal would reduce both setbacks to zero feet to accommodate the playground improvements.

The proposed playground area would be located within an existing enclosed area, with a 5' tall wood fenced enclosure. Since the petitioner is proposing to keep the existing 5' tall fence, a variation is required to reduce the minimum required fence height for day care centers from 6 feet to 5 feet.

The section of fence along the east property line is leaning, but remains functional. Therefore, a condition has been included requiring the petitioner to repair the fence at the same time the area is cleared and re-graded for the installation of the playground. The strict regulations regarding playground fence height and solid material of the Wheeling Zoning Code do not align with the Illinois Department of Child and Family Services (ILDCFS) which allows for playgrounds to be enclosed with a minimum four-foot tall fence and also allows for "open" type fencing, such as chain link.

Ms. Knysz reported that day care facilities required special use approval in the Village of Wheeling. The variation request for the side and rear setbacks was due to wanting to place the playground. The request was from 19 feet to zero feet and 25 feet to zero feet. The playground would consist of items in an area with woodchips. The backyard area was already surrounded by a fence that was five feet in height, and it would not make sense to ask the petitioners to replace the entire fence to add one foot. There was one section in need of repair, and one of the conditions was to fix that area of fencing. There were some existing trees, some of which were considered nuisance trees, and 10 were being removed. The petitioners were proposing to plant 34 new trees. The metal fence presented would be within the playground to create a walkway and have a gate to enter the area. A detailed pick up and drop off analysis was provided in the packet. Ms. Knysz provided a brief history of the building.

The petitioners, Anna Linscheid and Katerina Shafran, as well as a representative from the property management company, Briana Carlson, stepped to the podium and were sworn in. They each introduced themselves. They discussed that K-Educate would consist of three classrooms, food would be catered, and there was a detailed business plan.

Commissioner Myer asked how the pick-up and drop off would flow with Oral Dental in the same building. Ms. Linscheid explained that everyone came in at different times, and parents could pull into the front spots and bring their children in. there were not more parents than the number of available spots expected at any one time. Commissioner Myer asked if there were any issues with repairing the fence. Ms. Linscheid confirmed that they would repair it. the shorter metal fence would divide the smaller and larger playgrounds. Commissioner Myer asked if there were any safety concerns with the existing fence. Ms. Linscheid explained that when the damaged area was repaired, the posts would be resecured, and the fence would be evaluated.

Commissioner Karl asked what the playground area would consist of. Ms. Linscheid reported that it would be mulch specialized for playgrounds, and it would be six inches deep. Commissioner Karl asked if there were any concerns about the stormwater in the back area. Ms. Linscheid stated that they would be re-grading the back area and creating a drainage system.

Commissioner Sprague asked if four spots were designated for drop off and pick up. Ms. Linscheid reported that there were also five spots on the car. She stated that the other side of the parking lot was available in worst case scenarios, but it was not anticipated to be needed.

Findings of Fact and Recommendation

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

Commissioner Sprague noted that the drop off and pick up times aligned perfectly with rush hour and people could have difficulties getting to the entrance. Ms. Linscheid acknowledged the overlap and discussed that they would be able to work with the traffic. Commissioner Sprague asked if there was a fence all the way around the playground and if there was any access by the sidewalk. Ms. Linscheid explained that the only access to the play area was a gate and two exit doors. The gate was locked on the inside with a DCFS approved lock that the children could not reach. Commissioner Sprague asked if there would be someone outside with the children on the playground. Ms. Linscheid confirmed that when there were children out in the playground, a staff member would always be present.

Commissioner Hyken asked if the parking lot would be one way in and one way out. Ms. Linscheid stated that there would be an entrance and exit on both sides. Commissioner Hyken raised concerns about the parking lot being too tight. Ms. Knysz noted that the parking lot was sized appropriately to have two-way traffic.

Commissioner Smart asked if DCFS had any mandates on the fence. Ms. Linscheid stated that DCFS mandated having a fence of at least four feet tall. Commissioner Smart asked for confirmation on the entrances and exits on both accesses and that parents would be bringing the children in. Ms. Linscheid confirmed this was the case. Commissioner Smart asked if there were any structures in the rear or side areas aside from the playground. Ms. Linscheid confirmed that there would not be. Commissioner Smart asked about the maximum number of children, and it was reported to be 56. Commissioner Smart asked about the ratio of teachers to children on the playground. Katerina Shafran explained that there would typically be 20 children to two teachers outside.

Commissioner Riles asked about the ratio of children to teachers in general. Ms. Linscheid reported that it ranged from one to ten children per teacher, depending on age. Commissioner Riles asked how often the playground would be in use. Ms. Linscheid stated that each group would be taken out two times per day on average. Commissioner Riles asked about the process if there was a fire and children were on the playground. Ms. Linscheid explained that the gate separating the playgrounds would be pushed open and everyone would exit toward the parking lot. Both emergency exit doors out of the building led to the playground. Children would not have to go back into the building to exit the area in the case of a fire.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PSU25-0011, 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 a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road, in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025; Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025; Floor Plan received by the Village on 11/13/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Proposal for Fence by ABC Fence, Inc. dated 8/24/2025; Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).

Findings of Fact and Recommendation

DOCKET NOS. PSU25-0011, PV25-0003 & PV25-0004

2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles to recommend approval of Docket No. PV25-0003 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Petitioner's Project Description Letter received by the Village on 6/20/2025; Playground Equipment Details; Site Plan received by the Village on 11/19/2025; and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PV25-0004 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025, Site Plan received by the Village on 11/19/2025 and subject to the following condition:

**Findings of Fact and
Recommendation**

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Karl moved, seconded by Commissioner Myer to close Docket No. PSU25-0019.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Myer, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven 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 17, 2025 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by K-Educate, Inc., 456 Chicory Lane, Buffalo Grove, IL, 60089 (lessee), seeking the following requests associated with a proposed daycare facility, located at 740 W. Hintz Road, which is zoned B-3, General Commercial and Office.

Docket No. PSU25-0011: Seeking Special Use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, for the operation of a daycare facility.

Docket No. PV25-0003: Seeking a variation from Title 19 - Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback for a playground from 15 feet to 0 feet.

Docket No. PV25-0004: Seeking a variation from Title 19 - Zoning of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures - Specific Fence Requirements, to permit a decrease in the minimum required fence height for day care centers from 6 feet to 5 feet.

All interested persons are invited to attend and be heard.

Docket No. PSU25-0011, PV25-0003 & PV25-0004
To be published in the Wheeling Herald on Tuesday, December 2, 2025

Published in Daily Herald Dec. 2, 2025 (313985)

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 12/02/2025 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 # 313985





MEMORANDUM

DATE: January 5, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Fence Height (K-Educate, Inc. Day Care Learning Center), 740 W. Hintz Road [Docket No. PV25-0004]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

K-Educate, Inc. Day Care Learning Center seeks a variation to permit a reduction in the minimum required playground fence height from six feet to five feet. The requested variation is associated with the operation of K-Educate, a proposed day care center to be located at 740 W. Hintz Road. At the December 17, 2025 public hearing, the Plan Commission unanimously recommended approval of the variation request. The petitioner is also seeking special use approval to permit the operation of a day care center, as well as a variation to permit a reduction in the minimum required rear and side yard setbacks for a playground, and those requests precede this item on the January 5, 2026 agenda. The complete staff report, including the description of the proposal and staff analysis, is attached.

MEMO

The petitioner is proposing to construct a playground on the north and east sides of the building associated with the proposed day care center for K-Educate. The proposed playground area would be located within an existing enclosed area, with a five-foot-tall wood-fenced enclosure. Since the petitioner is proposing to keep the existing five-foot fence, a variation is required to allow the minimum required fence height for day care centers to be reduced from six feet to five feet.

Plan Commission Recommendation

At the December 17, 2025 Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Smart, to recommend approval of Docket No. PV25-0004 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height from six feet to five feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the exhibits listed below and subject to the following condition:

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and regraded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

There being seven affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a variation to permit a reduction in the minimum required fence height from six feet to five feet for K-Educate, Inc. Day Care Center located at 740 W. Hintz Road, subject to conditions.

Attachments

Ordinance – Variation for Docket No. PV25-0004

Exhibits:

 Petitioner’s Project Description Letter received by the Village on 6/20/2025

 Site Plan received by the Village on 1/19/2025

PC Staff Report

Attachments to Staff Report (Staff)

Findings of Fact – Draft

Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED FENCE HEIGHT (K-EDUCATE, INC. DAY CARE LEARNING CENTER), 740 W. HINTZ ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on December 17, 2025, duly noticed in the *Daily Herald* on December 2, 2025, to consider a request for variation petition by K-Educate, Inc. Day Care Learning Center (hereinafter referred to as the "Petitioner"), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height from 6 feet to 5 feet, for the property located at 740 W. Hintz Road (hereinafter referred to as "Subject Site") in the B-3 General Commercial and Office zoning district; and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for special use approval to permit the operation of a day care center (Docket No. PSU25-0011); and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a variation to permit a reduction in the minimum required rear and side yard setbacks for a playground (Docket No. PV25-0003); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval by a vote of 7 ayes and 0 nays, with 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request for a zoning variation;

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 Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- The hardship is due to unique circumstances that do not generally apply to the other properties or uses.
- The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
- The alleged difficulty or hardship has not been created by any person presently having an interest in the property.

- The granting of the variation will not alter the essential character of the locality.
- The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Section B

A variation is hereby granted from Title 19, Zoning of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height from 6 feet to 5 feet, for the Subject Site, herein legally described:

LOT 1 IN AMOCO C-3 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1992 AS DOCUMENT NUMBER 92245276, IN COOK COUNTY, ILLINOIS.

Section C

The variation 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** and made part hereof:

- Petitioner’s Project Description Letter received by the Village on 6/20/2025
- Site Plan received by the Village on 1/19/2025

Section D

The Variation approval granted in Section B of this Ordinance is subject to the following conditions:

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and regraded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

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 6th day of January, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A (Attached)

- Petitioner's Project Description Letter received by the Village on 6/20/2025
- Site Plan received by the Village on 1/19/2025

K-Educate, INC

Katerina Shafran
456 Chicory Ln
Buffalo Grove, IL,60089
224-433-4830
keducate123@gmail.com

20th of June 2025

Village of Wheeling

To Whom It May Concern,

We want to build a K-Educate Daycare learning center with approximately up to 60 kids and will be located at 740 W. Hintz, Wheeling, IL, 60090. We will cater to children approximately aged 18 months to 12 years old and will offer full-time, part-time, and drop-in care for students. The daycare center will open from 7am to 6pm Monday through Friday and most of the students will drop off somewhere between 8am and 9am and pick up from 5pm to 6pm. When the parents come to pick up their child, they have enough space in the parking lot. We have 40 shared stalls in the parking area. The parents will spend less than 5 minutes dropping off and picking up their kids.

We have a big backyard that is fenced in with a gate. The fence is 6 feet high to ensure the safety of the children. We want to build a playground within the sandbox, playhouse, and gross motor area. The students will play outside approximately from 11am-12pm and from 5pm to 6pm.

Our curriculum is based on the Illinois Early Learning Standards. I use these standards throughout my lessons to maximize the learning that can take place throughout the school day. I also use a Russian curriculum that is based on my knowledge and multiple degrees in preschool education.

Sincerely,

Katerina Shafran

Project Narrative – Special Use Application

740 W Hintz Rd, Wheeling, IL 60090

Overview of the Proposal

K-Educate, Inc. proposes the development and operation of a child care/day care facility at 740 W Hintz Rd, Wheeling, IL. The facility will occupy approximately 3,665 square feet in a standalone commercial building formerly occupied by Legacy Family Video. The space will be renovated to meet all licensing and safety standards required for early childhood education, including interior build-out, updated ADA compliance, and improved landscaping.

Background of the Business

K-Educate, Inc. is an educational organization focused on early childhood development and community enrichment. The new Wheeling location will provide essential child care services to working families in the surrounding area. Our programs emphasize social-emotional learning, early literacy, and school readiness while fostering a safe and stimulating environment.

Operational Details

- Hours of Operation: Monday through Friday, 7:00 AM – 6:00 PM
- Estimated Staff: 8-10 employees on-site during operational hours
- Number of Children Served: 45-60 (age-appropriate classrooms)
- On-site Vehicles: Minimal — primarily staff vehicles
- Parking: Shared lot with ample space; no changes proposed to the current layout

Community Impact

The proposed child care facility fulfills a growing need for quality early childhood education in Wheeling. The location provides convenient access for working parents, particularly those commuting via nearby arterial roads. The adaptive reuse of the vacant building will revitalize a visible commercial corner, promote foot traffic, and support local economic development. Enhanced landscaping and updated fencing will improve the visual appeal of the site. This project directly benefits families, supports working parents, and contributes positively to the community fabric.

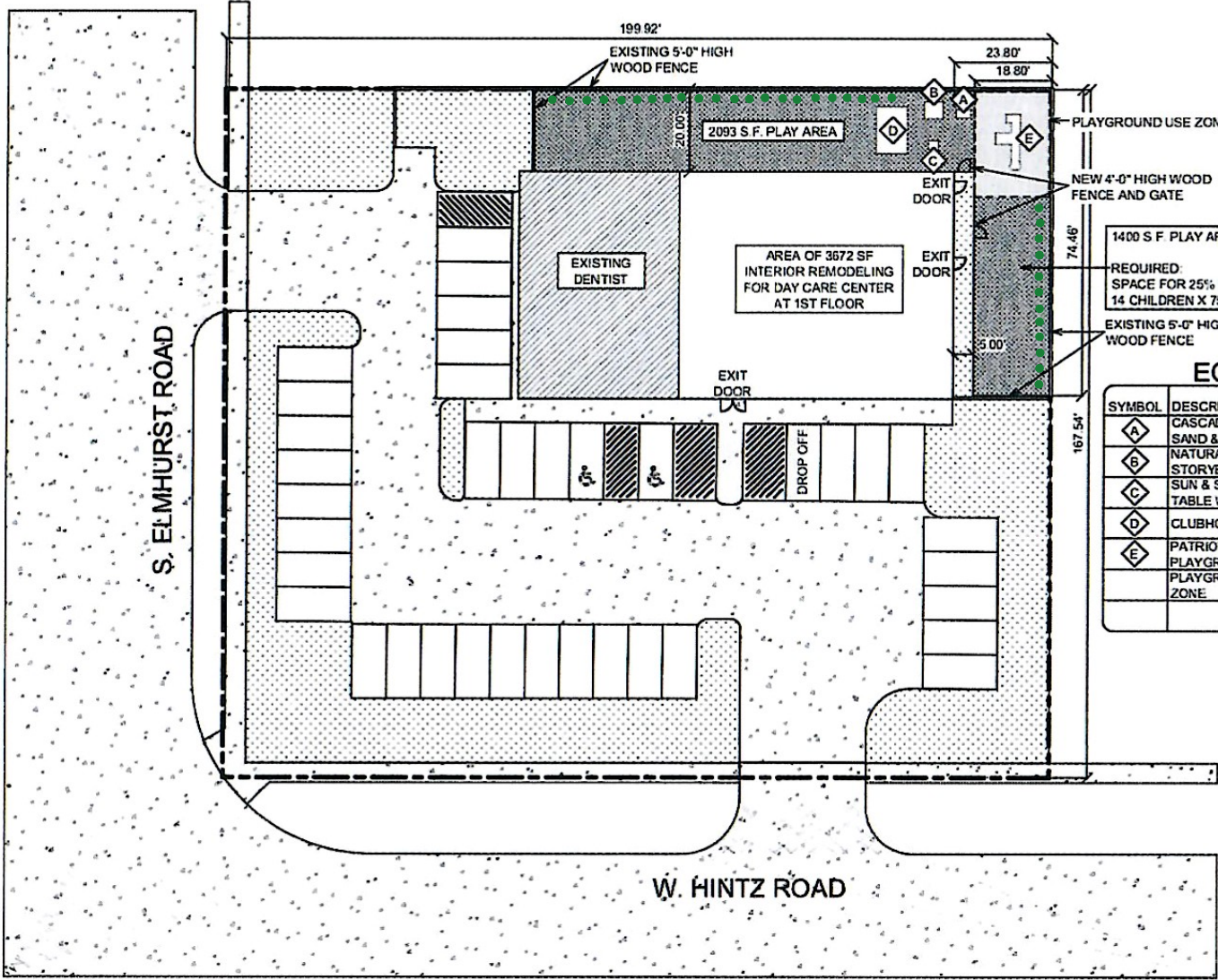
Zoning & Development Standards

The proposed use requires a Special Use permit under the current zoning district. The requested use is consistent with adjacent commercial and service-oriented properties. No exterior additions are planned. The proposed use will operate harmoniously with surrounding businesses without generating undue noise, traffic, or environmental impact.

Landlord-Supported Improvements

Per the Letter of Intent, the landlord will complete essential improvements including:

- Removal of dead/fallen landscaping
- Fence repair and replacement
- Tenant improvement (TI) allowance of \$50,000 toward facility build-out



1400 S F PLAY AREA
 REQUIRED SPACE FOR 25% OF 56 CHILDREN = 14 CHILDREN
 14 CHILDREN X 75 S F AREA/CHILD = 1050 S F

EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER	DIMENSIONS			QUANTITY
			L	W	H	
A	CASCADING COVE SAND & WATER TABLE	STEP 2 COMPANY	42.5'	24'	23"	1
B	NATURALLY PLAYFUL™ STORYBOOK COTTAGE	STEP 2 COMPANY	55'	50.5'	84.25"	1
C	SUN & SHADE PICNIC TABLE W/UMBRELLA	STEP 2 COMPANY	27'	29'	18"	1
D	CLUBHOUSE CLIMBER	STEP 2 COMPANY	137'	91.5'	91.5'	1
E	PATRIOT'S POINT PLAYGROUND EQUIPMENT	PLAYGROUND EQUIPMENT	13.5'	6.25'		1
	PLAYGROUND USE ZONE		25.5'	18.25'		

Site Plan



MEMORANDUM

DATE: December 17, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0004, Request for a Variation to Permit a Reduction in the Minimum Required Fence Height for a Day Care Center from 6 Feet to 5 Feet for K-Educate, Inc. Day Care Center (740 W. Hintz Road). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PV25-0004** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the Petitioner’s Project Description Letter received by the Village on 6/20/2025, Site Plan received by the Village on 11/19/2025 and subject to the following condition:

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

EXECUTIVE SUMMARY

Docket No. PV25-0004: K-Educate, Inc. Day Care Center (456 Chicory Lane, Buffalo Grove, IL 60089), lessee, is seeking a variation as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet located at 740 W. Hintz Road.

GENERAL PROPERTY INFORMATION

Petitioner: K-Educate, Inc. Day Care Center

Property size: 33,600 sq. ft. (0.77 acres)

Unit size: 3,665 sq. ft. / 5,900 sq. ft. building

Neighboring Property Land Use(s):

North/East: Residential (Assisted Living)

West: Wheeling High School (across Elmhurst Road)

South: Commercial and Single Family Residential (across Hintz Road)

Existing Use of Property: Commercial retail space (vacant)

Existing Zoning: B-3, General Commercial and Office

Comprehensive Plan Designation: Commercial

Zoning History:

- Ordinance No. 4518, approved 4/19/2010, granting site plan and appearance approval for Family Video (Docket # PC 10-6).
- Ordinance No. 4517, approved 4/19/2010, granting a rear yard setback variation, side yard setback variation and

parking setback variation for Family Video (Docket # 2018-8).

- Ordinance No. 4529, approved 6/7/2010, granting site plan and appearance approval – amendment to Ordinance No. 4518 to correct a scrivener’s error (Docket # PC 10-6).
- Docket #SCBA 11-7, approved 3/10/2011, granting appearance approval of two wall signs and a monument sign (Family Video).
- Ordinance No. 5128, approved 12/4/2017, granting special use and site plan approval for a health club (Docket # 2017-14).
- Docket #SCBA 18-1, approved 1/11/2018, granting appearance approval of wall signs (Stay Fit 24).
- Docket #PC 20-5, approved 4/22/2020, granting minor site plan and appearance approval for interior and exterior alterations (Aura Family Dental).

SUMMARY OF REQUEST

K-Educate, Inc. Day Care Center (“K-Educate”) is requesting a variation to permit a reduction in the minimum required playground fence height for day care centers from 6 feet to 5 feet. The requested variation is associated with the operation of K-Educate, a proposed day care center, to be located at 740 W. Hintz Road.

The petitioner is also seeking special use approval to permit the operation of a day care center (Docket No. PSU25-0011), as well as a variation to permit a reduction in the minimum required rear and side yard setbacks for a playground (Docket No. PV25-0003). In addition, the petitioner is requesting minor site plan & appearance approval for an outdoor playground area with a fence (Docket No. PSPMIN25-0033).

VARIANCE

A variation is to grant relief from the literal requirements of the zoning ordinance when unique circumstances, applicable to the property, deprive it from enjoying privileges commonly enjoyed by other properties in the same zoning district. After review of the Standards summarized in this staff report, the Commission must find beyond a reasonable doubt that all of the standards are met.

As detailed in Docket No. PSPMIN25-0033, the petitioner is proposing to construct a playground on the north and east sides of the building, associated with the proposed day care center for K-Educate. The proposed playground area would be located within an existing enclosed area, with a 5’ tall wood fenced enclosure. Since the petitioner is proposing to keep the existing 5’ tall fence, a variation is required to reduce the minimum required fence height for day care centers from 6 feet to 5 feet.

As shown on the attached site photos, the section of fence along the east property line is leaning, but remains functional. Therefore, a condition has been included requiring the petitioner to repair the fence at the same time the area is cleared and re-graded for the installation of the playground. The strict regulations regarding playground fence height and solid material of the Wheeling Zoning Code do not align with the Illinois Department of Child and Family Services (ILDCFS) which allows for playgrounds to be enclosed with a minimum four-foot tall fence and also allows for “open” type fencing, such as chain link.

Standards for Variation: Following are the petitioner’s responses to the standards for variation for the variance request. (Any staff comments follow the petitioner’s response)

- 1. State how the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a practical difficulty or particular hardship upon or for the owner, lessee or occupant, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.**

Petitioner: The current 5-foot fence encloses the playground. Spatial limitations prevent expanding or raising it. It already provides secure, screened boundaries for play, and meets safety needs.

Staff: The petitioner is proposing to retain the existing 5’ tall wood fence that encloses the proposed playground area at the subject property. The fence was originally constructed for a prior use and is incorporated into the site’s existing layout.

- 2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.**

Petitioner: This property has pre-existing fencing. Many newer sites may have newer code-conforming structures. This site is uniquely limited by configuration.

Staff: The petitioner's hardship relates to the presence of an existing fence that was previously installed.

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

Petitioner: The fence was installed prior to current use and not by the current applicant. This condition is inherited, not self-created.

Staff: The existing 5' tall wood fence predates the petitioner's proposed day care use. The fence was not installed by the current applicant.

4. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

Petitioner: Replacing the entire fence to add one foot in height is financially prohibitive and would prevent the site from reasonably supporting a licensed child care use.

Staff: Allowing the existing fence to remain enables the property to be reasonably used for a licensed childcare facility without imposing excessive reconstruction costs.

5. State how the granting of the variation will not alter the essential character of the locality.

Petitioner: The existing fence aligns with neighborhood aesthetics and does not change the character of the area. Its retention poses no visual or community conflict.

Staff: The existing 5' wood fence has been part of the site for many years and is consistent with the surrounding residential and commercial context. Maintaining the fence at its current height will not alter the appearance of the property or introduce any new visual elements.

6. Describe how the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Petitioner: The fence provides safety, is maintained in good condition, and does not block light, air, or access. It introduces no risk of fire, congestion, or harm to neighboring properties.

Staff: Retaining the fence at its existing 5' height will not obstruct light or air to adjacent properties. The variation relates solely to fence height and does not affect building placement, traffic circulation, or fire protection access.

STAFF REVIEW

Fire Department Review: No comments related to the Special Use.

Engineering Division Review: No comments related to the Special Use.

Staff Recommended Action: Staff recommends approval of the variance request subject to the following condition:

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a variation, the appropriate motion would be to:

Recommend approval of Docket No. PV25-0004 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025, Site Plan received by the Village on 11/19/2025 and subject to the following condition:

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

ATTACHMENTS:

Attachments to Staff Report (Staff)

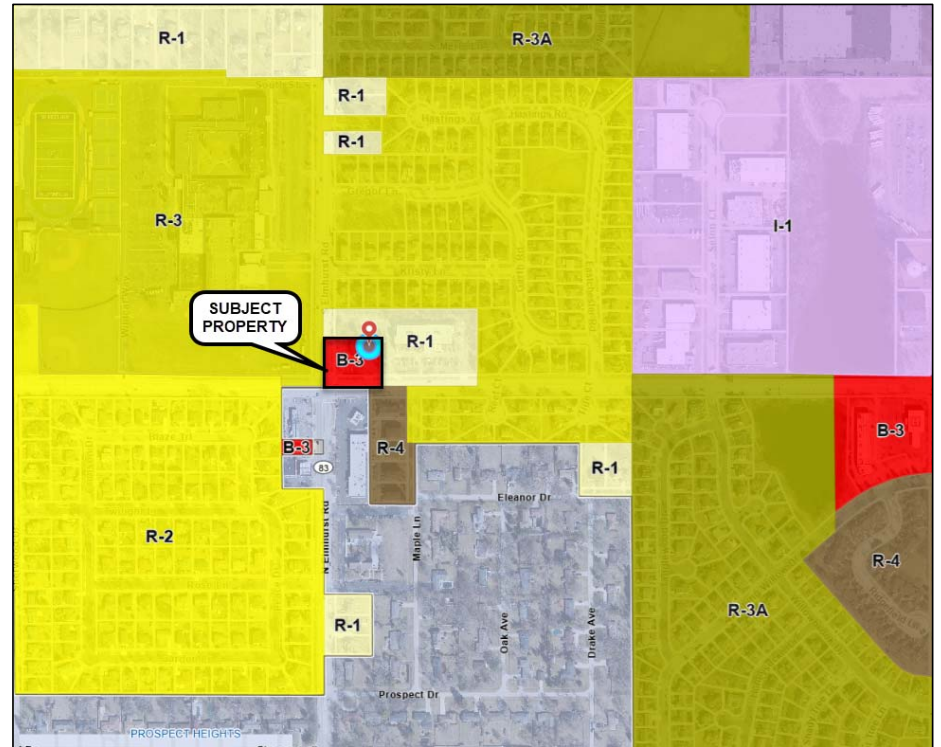
Petitioner's Project Description Letter received by the Village on 6/20/2025

Site Plan received by the Village on 1/19/2025

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
 (Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



LOCATION MAP



ZONING MAP

**K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)**



Photo of the front of the building (south façade) facing north from Hintz Road.

K-Educate – 740 W. Hintz Road
PSU25-0011, PV25-0003, PV25-0004, PSPMIN25-0033
(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of existing door on east building façade.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the northeast corner of the fenced in area.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of trees in the rear yard (north of the building).

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of the fence along the east property line that needs repair.

(Request for Special Use for Day Care, Variations and Minor Site Plan & Appearance Approval)



Photo of the fence along the north 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 17, 2025

Re: Docket No. PSU25-0011
Request for Special Use Approval to Permit the Operation of a Day Care Facility for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0003, Request for a Variation to Permit a Reduction in the Minimum Required Rear and Side Yard Setbacks From 19 Feet and 25 Feet, Respectively, to Zero Feet Associated with the Construction of a Playground for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Docket No. PV25-0004, Request for a Variation to Permit a Reduction in the Minimum Required Fence Height for a Day Care Center from 6 Feet to 5 Feet for K-Educate, Inc. Day Care Center (740 W. Hintz Road).

Chairman Johnson called Docket Nos. PSU25-0011, PV25-0003 and PV25-0004 on December 17, 2025. Present were Commissioners Riles, Hyken, Karl, Myer, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi

Secretary Sprague reported that K-Educate, Inc. was seeking special use approval to permit the operation of a day care facility as well as variations for reductions in the minimum required setbacks for the rear and side yards and the minimum fence requirement. He reviewed the special use requirements and zoning variations.

The petitioner is requesting special use approval to operate K-Educate Day Care Learning Center, within the existing commercial retail building formerly occupied by Family Video. Upon the closing of Family Video, the building was subsequently divided to create two commercial tenant spaces, with the western portion occupied by Aura Family Dental. This request for a day care operation would be located within the eastern portion of the building. As described in the petitioner's project description letter, the facility proposes to accommodate up to 60 children, ranging in age from 18 months to 12 years. The day care will offer full-time, part-time, and drop-in care.

The proposed hours of operation are Monday through Friday, 7:00 AM to 6:00 PM. Typical drop-off hours are anticipated to occur between 8:00 AM and 9:00 AM, with pick-up hours between 5:00 PM and 6:00 PM. A total of eight employees will be present during the peak shift, including three teachers, three assistants, one director, and one kitchen staff member.

The petitioner is proposing to construct a playground on the north and east sides of the building, in conjunction with the proposed day care center for K-Educate (Docket No. PSU25-0011). The proposed playground would be located within an existing fenced area that is currently landscaped with a number of trees, which are to be removed to accommodate the playground. Since the proposed playground would be located within the existing fenced area, the playground encroaches into both the required rear and side yard setbacks, resulting in zero-foot setbacks. Pursuant to Ordinance No. 4517 (approved 4/19/2010), variations were granted for the

**Findings of Fact and
Recommendation**

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

construction of the (former) Family Video and established a rear yard setback (north side) of 19 feet, and a side yard setback (east side) of 25 feet. The petitioner's proposal would reduce both setbacks to zero feet to accommodate the playground improvements.

The proposed playground area would be located within an existing enclosed area, with a 5' tall wood fenced enclosure. Since the petitioner is proposing to keep the existing 5' tall fence, a variation is required to reduce the minimum required fence height for day care centers from 6 feet to 5 feet.

The section of fence along the east property line is leaning, but remains functional. Therefore, a condition has been included requiring the petitioner to repair the fence at the same time the area is cleared and re-graded for the installation of the playground. The strict regulations regarding playground fence height and solid material of the Wheeling Zoning Code do not align with the Illinois Department of Child and Family Services (ILDCFS) which allows for playgrounds to be enclosed with a minimum four-foot tall fence and also allows for "open" type fencing, such as chain link.

Ms. Knysz reported that day care facilities required special use approval in the Village of Wheeling. The variation request for the side and rear setbacks was due to wanting to place the playground. The request was from 19 feet to zero feet and 25 feet to zero feet. The playground would consist of items in an area with woodchips. The backyard area was already surrounded by a fence that was five feet in height, and it would not make sense to ask the petitioners to replace the entire fence to add one foot. There was one section in need of repair, and one of the conditions was to fix that area of fencing. There were some existing trees, some of which were considered nuisance trees, and 10 were being removed. The petitioners were proposing to plant 34 new trees. The metal fence presented would be within the playground to create a walkway and have a gate to enter the area. A detailed pick up and drop off analysis was provided in the packet. Ms. Knysz provided a brief history of the building.

The petitioners, Anna Linscheid and Katerina Shafran, as well as a representative from the property management company, Briana Carlson, stepped to the podium and were sworn in. They each introduced themselves. They discussed that K-Educate would consist of three classrooms, food would be catered, and there was a detailed business plan.

Commissioner Myer asked how the pick-up and drop off would flow with Oral Dental in the same building. Ms. Linscheid explained that everyone came in at different times, and parents could pull into the front spots and bring their children in. there were not more parents than the number of available spots expected at any one time. Commissioner Myer asked if there were any issues with repairing the fence. Ms. Linscheid confirmed that they would repair it. the shorter metal fence would divide the smaller and larger playgrounds. Commissioner Myer asked if there were any safety concerns with the existing fence. Ms. Linscheid explained that when the damaged area was repaired, the posts would be resecured, and the fence would be evaluated.

Commissioner Karl asked what the playground area would consist of. Ms. Linscheid reported that it would be mulch specialized for playgrounds, and it would be six inches deep. Commissioner Karl asked if there were any concerns about the stormwater in the back area. Ms. Linscheid stated that they would be re-grading the back area and creating a drainage system.

Commissioner Sprague asked if four spots were designated for drop off and pick up. Ms. Linscheid reported that there were also five spots on the car. She stated that the other side of the parking lot was available in worst case scenarios, but it was not anticipated to be needed.

Findings of Fact and Recommendation

DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004

Commissioner Sprague noted that the drop off and pick up times aligned perfectly with rush hour and people could have difficulties getting to the entrance. Ms. Linscheid acknowledged the overlap and discussed that they would be able to work with the traffic. Commissioner Sprague asked if there was a fence all the way around the playground and if there was any access by the sidewalk. Ms. Linscheid explained that the only access to the play area was a gate and two exit doors. The gate was locked on the inside with a DCFS approved lock that the children could not reach. Commissioner Sprague asked if there would be someone outside with the children on the playground. Ms. Linscheid confirmed that when there were children out in the playground, a staff member would always be present.

Commissioner Hyken asked if the parking lot would be one way in and one way out. Ms. Linscheid stated that there would be an entrance and exit on both sides. Commissioner Hyken raised concerns about the parking lot being too tight. Ms. Knysz noted that the parking lot was sized appropriately to have two-way traffic.

Commissioner Smart asked if DCFS had any mandates on the fence. Ms. Linscheid stated that DCFS mandated having a fence of at least four feet tall. Commissioner Smart asked for confirmation on the entrances and exits on both accesses and that parents would be bringing the children in. Ms. Linscheid confirmed this was the case. Commissioner Smart asked if there were any structures in the rear or side areas aside from the playground. Ms. Linscheid confirmed that there would not be. Commissioner Smart asked about the maximum number of children, and it was reported to be 56. Commissioner Smart asked about the ratio of teachers to children on the playground. Katerina Shafran explained that there would typically be 20 children to two teachers outside.

Commissioner Riles asked about the ratio of children to teachers in general. Ms. Linscheid reported that it ranged from one to ten children per teacher, depending on age. Commissioner Riles asked how often the playground would be in use. Ms. Linscheid stated that each group would be taken out two times per day on average. Commissioner Riles asked about the process if there was a fire and children were on the playground. Ms. Linscheid explained that the gate separating the playgrounds would be pushed open and everyone would exit toward the parking lot. Both emergency exit doors out of the building led to the playground. Children would not have to go back into the building to exit the area in the case of a fire.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PSU25-0011, 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 a day care center for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road, in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025; Drop-off and Pick-up Procedures prepared by Katerina Shafran, dated 6/20/2025; Floor Plan received by the Village on 11/13/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Proposal for Fence by ABC Fence, Inc. dated 8/24/2025; Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PV25-0003 (variation to permit a reduction in the minimum required rear and side yard setbacks for a playground); Docket No. PV25-0004 (variation to permit a reduction in the minimum required fence height); and Docket No. PSPMIN25-0033 (request for minor site plan and appearance approval to construct an outdoor playground).

Findings of Fact and Recommendation

DOCKET NOS. PSU25-0011, PV25-0003 & PV25-0004

2. The day care facility shall obtain and maintain all required State of Illinois Department of Children and Family Services (DCFS) licenses prior to the commencement of business operations. A copy of the approved DCFS license shall be submitted to the Village before a Wheeling Business License is issued.
3. Hours of operation shall be limited to Monday through Friday, 7:00 AM to 6:00 PM, consistent with the petitioner's project description letter (received by the Village on 6/20/2025). Any modification of operational hours shall constitute a special use revision pursuant to Section 19.10.030 of the Wheeling Zoning Code.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Riles to recommend approval of Docket No. PV25-0003 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a reduction in the minimum required rear and side yard setbacks for a playground for K-Educate, Inc. Day Care Center from 19 feet and 25 feet, respectively, to zero feet, associated with the construction of a playground located at 740 W. Hintz Road in accordance with the Existing Conditions Landscape Plan prepared by Intrinsic Landscaping dated 9/19/2025; Grading Plan prepared by RBD Associates, Inc., last revised 12/10/2025; Petitioner's Project Description Letter received by the Village on 6/20/2025; Playground Equipment Details; Site Plan received by the Village on 11/19/2025; and subject to the following conditions:

1. The proposed Arborvitae plantings along the north and east property lines shall be installed by May 1, 2026, as shown on the Site Plan. All landscaping must be maintained in healthy condition; any dead or diseased material shall be replaced within one year from planting.
2. A permit shall be applied for and received from the Community Development Department prior to grading the play area and/or the removal of any existing trees.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to recommend approval of Docket No. PV25-0004 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, and associated sections, to permit a reduction in the minimum required fence height for day care centers from 6 feet to 5 feet for K-Educate, Inc. Day Care Center, located at 740 W. Hintz Road in accordance with the Petitioner's Project Description Letter received by the Village on 6/20/2025, Site Plan received by the Village on 11/19/2025 and subject to the following condition:

**Findings of Fact and
Recommendation**

**DOCKET NOS. PSU25-0011,
PV25-0003 & PV25-0004**

1. Any leaning fence sections of the existing perimeter fencing located along the east property line shall be repaired at the same time the playground area is cleared and re-graded, and shall be included within the permit applied for and received from the Community Development Department prior to the commencement of any work.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Myer, Sprague, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

MOTION: Commissioner Karl moved, seconded by Commissioner Myer to close Docket No. PSU25-0019.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Myer, Smart, Riles
NAYS: None
ABSENT: None
ABSTAIN: None

There being seven 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 17, 2025 at 6:30 p.m. in the Board Room of the Wheeling Village Hall at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by K-Educate, Inc., 456 Chicory Lane, Buffalo Grove, IL, 60089 (lessee), seeking the following requests associated with a proposed daycare facility, located at 740 W. Hintz Road, which is zoned B-3, General Commercial and Office.

Docket No PSU25-0011: Seeking Special Use approval as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, for the operation of a daycare facility.

Docket No. PV25-0003: Seeking a variation from Title 19 – Zoning of the Wheeling Municipal Code, Chapter 19.06.040, B-3 General Commercial and Office District, and associated sections, to permit a decrease in the minimum required side yard setback for a playground from 15 feet to 0 feet.

Docket No. PV25-00004: Seeking a variation from Title 19 – Zoning of the Wheeling Municipal Code, Chapter 19.10.070(c)(2)(A) Accessory Uses and Structures – Specific Fence Requirements, to permit a decrease in the minimum required fence height for day care centers from 6 feet to 5 feet.

All interested persons are invited to attend and be heard.

Docket No. PSU25-0011, PV25-0003 & PV25-0004
To be published in the Wheeling Herald on Tuesday, December 2, 2025

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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 12/02/2025 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 # 313985

