



Monday, February 2, 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:

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1. **Call to Order**

 2. **Pledge of Allegiance**

 3. **Roll Call**

 4. **Approval of Minutes**
 - A. Approval of Minutes of the Regular Meeting of January 19, 2026

 5. **Changes to the Agenda**

 6. **Proclamations and Awards**
 - A. 2026 George Hieber Citizenship Award

 7. **Appointments and Confirmations**

 8. **Administration of Oaths**
 - A. Joseph Kopecky - Police Chief

 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 Purchase of Replacement Emergency Medical Service Computers and Mobile Data Computers from TTK Electronics for a Combined Cost Not to Exceed \$36,127.75
 - B. Resolution Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Manager to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months
 - C. Resolution Authorizing Acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Sustained Traffic Enforcement Program (STEP) Grant through Federal Fiscal Year 2026

- D. Resolution Authorizing the Appointment of an Authorized Agent for the Illinois Municipal Retirement Fund (IMRF)
- E. Resolution Granting the 2026 George Hieber Citizenship Award to Larry and Jan Schmid
- F. Resolution Approving an Addendum to the Contract with Pyrotecnico Fireworks, Inc. for a Fireworks Display on June 27, 2026, Increasing the Price by \$10,000 for a Total Amount of \$46,225
- G. Resolution Approving an Engineering Services Agreement with the RJN Group for Sanitary Sewer Evaluation Services (SSES) in an Amount Not to Exceed \$44,690 for FY 2026
- H. Resolution Accepting and Approving a Publicly Bid Contract with D'Land Construction, LLC for the Milwaukee Avenue Watermain and Sidewalk Project in the Amount of \$1,875,627.49
- I. Resolution Accepting a Proposal from Strand Associates, Inc. for Construction Engineering for the Milwaukee Avenue Watermain and Sidewalk Project in an Amount Not to Exceed \$143,700 for FY 2026
- J. Resolution for Improvement under the Illinois Highway Code (Construction and Construction Engineering for 2026 MFT Street Improvement Program)
- K. Resolution Approving a Contract with Builders Paving, LLC for the Motor Fuel Tax (MFT) Street Improvement Program in the Amount of \$1,878,949.21 in FY 2026
- L. Resolution Approving a Proposal from Civiltech Engineering, Inc. to Provide Construction Engineering Inspections for the 2026 MFT Street Improvement Program in an Amount Not to Exceed \$143,286
- M. Resolution Accepting a Proposal from Metropolitan Pump Company for Milwaukee Lift Station Improvements in the Amount of \$157,807
- N. Resolution Authorizing Acceptance of a Sourcewell Contract with Interstate Energy Systems for an Emergency Generator at Public Works in the Amount of \$408,095
- O. Ordinance Amending Title 17, Planning, Subdivisions and Developments, Chapter 17.32.155, of the Wheeling Municipal Code Regarding the Wheeling Sidewalk Fund
- P. Ordinance Amending Title 14, Fire, Chapter 14.01, "Adoption of the International Fire Code, 2021 Edition," of the Village of Wheeling Municipal Code to Conform with the International Fire Code Above-Ground Storage Tank Capacity of 12,000 Gallons

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Ordinance Granting Major Site Plan and Building Appearance Approval for a Building Addition for Gene's Village Towing, Inc. (1290 Peterson Drive) [Docket No. PSPMAJ25-0004]
- B. Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Side Yard Setback for Gene's Village Towing (1290 Peterson Drive) [Docket No. PV25-0007]
- C. Resolution Approving the Final Plat of 1290 Peterson Consolidation (1290 Peterson Drive) [Docket No. PSUBFP25-0005]
- D. Resolution Approving the Preliminary Plat of 2812 Jackson Drive Resubdivision for The Holdings, LLC (2812 & 2822 Jackson Drive) [Docket No. PSUBPP25-0001]
- E. Ordinance Granting Special Use Approval to Permit a Massage Establishment for Jie Spa, 747 W. Dundee Road (Docket No. PSU25-0024)
- F. Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 1326 South Wolf Road in the Village of Wheeling, Illinois (1326 S. Wolf Road, LLC on

Behalf of the Occupant dataMate)

- G. Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 2281 South Foster Avenue in the Village of Wheeling, Illinois (2281 Foster, LLC)
- H. Resolution Awarding a Restaurant, Entertainment, and Retail Build-Out Grant to Wheeling Town Center Property II, LLC d/b/a Finn McCool's Irish Pub Wheeling for an Amount Not to Exceed \$225,000

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills for January 14–January 28, 2026

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: February 2, 2026
FROM: Scott Salela, Fire Chief
SUBJECT: Resolution Authorizing the Purchase of Replacement Emergency Medical Service Computers and Mobile Data Computers from TTK Electronics for a Combined Cost Not to Exceed \$36,127.75
DOLLAR AMOUNT: 36,127.75
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

Fire Department staff recommends the purchase of five Mobile Data Computers (MDC) and four Emergency Medical Service (EMS) tablets for writing EMS reports. This purchase is part of a four-year rotation in which computers are purchased each year and older models are cycled down to other vehicles. The amount requested for purchase from TTK Electronics is not to exceed \$36,127.75.

MEMO

Fire Department vehicles and ambulances each have two computers: a dispatching computer mounted in the vehicle's cab, which is required to meet specifications set by the Northwest Central Dispatch System (NWCDS) and the Village's IT department, and an EMS tablet used for writing EMS reports at emergency scenes and in hospitals. Each year, the Department purchases computers for these purposes. The older models are moved to reserve vehicles, and the ambulances' tablets are moved to the fire vehicles for EMS needs.

Staff recommends the purchase of five GETAC computers for use as Mobile Data Computers (MDC) for the dispatch of fire apparatus and ambulances and four new computers to be used as EMS tablets for writing Patient Care Reports. Staff recommends authorizing the purchase at this time because costs will soon increase by \$700 per computer due to rising chip prices; purchasing now will save the Village \$6,300. Because these computers must be compatible with NWCDS specifications, competitive bidding is not required for this purchase. Staff received quotes from three vendors for this equipment, and TTK Electronics provided the lowest cost at \$36,127.75. Funds are allocated and available in the General Fund for this purchase.

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING THE PURCHASE OF REPLACEMENT EMERGENCY MEDICAL SERVICE COMPUTERS AND MOBILE DATA COMPUTERS FROM TTK ELECTRONICS FOR A COMBINED COST NOT TO EXCEED \$36,127.75

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

WHEREAS, Fire Department personnel use Emergency Medical Service (EMS) computers and Mobile Data Computers (MDCs) on a constant basis, resulting in substantial wear and tear; and

WHEREAS, to ensure that ambulances have functional computers, every year each ambulance receives a new EMS computer, and old EMS computers are rotated to the engines; and

WHEREAS, MDCs are replaced every four years or as needed when the hardware requirements do not meet the needs of the dispatching software; and

WHEREAS, replacement EMS computers and MDCs must be compatible with Northwest Central Dispatch System specifications, and per Title 2, Section 2.25.150 of the Village of Wheeling municipal code, competitive bidding is not required for purchases of personal property that is compatible with existing equipment or systems; and

WHEREAS, it is in the best interest of the Village to accept quotes from TTK Electronics in the total amount not to exceed \$36,127.75 for EMS computers and MDCs;

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, that the purchase of Emergency Medical Service computers and Mobile Data Computers from TTK Electronics for a combined cost not to exceed \$36,127.75 is hereby approved.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



TKK ELECTRONICS

117 W Walker St, #24,
Milwaukee, WI 53204
Phone: 414-255-0482 Fax: 414-672-2815

Getac F110 Tablets

Number: **10283**

Date: **01/14/2026**

Quote prepared for: **Robert Carlson**

Bill To:
Robert Carlson
Wheeling Fire Department
499 S. Milwaukee Ave.
Wheeling, IL 60090
Phone: (847)459-2662
Email: rcarlson@wheelingil.gov

Ship To:
Robert Carlson
Wheeling Fire Department
499 S. Milwaukee Ave.
Wheeling, IL 60090

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	FTB736TA1MHX	F110G7 - Intel Core i7-1355U Processor, 11.6" Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 32GB RAM + TAA, 512GB PCIe SSD, Sunlight Readable (Full HD LCD+ Touchscreen+ Digitizer), DC Power Jack + AC Adapter + US Power Cord, Rear Camera + Standard Batteries (2-pack), WIFI + BT + 4G LTE w/ integrated GPS/Glonass+ Passthrough, Laser Barcode Reader, 3 Year Bumper to Bumper Warranty Mfr: GETAC, INC UNSPSC: 43211509	\$ 4,319.03	5	\$ 21,595.15
1 item(s)				Sub-Total	\$ 21,595.15
				Tax @ 0%	\$ 0.00
				Freight	\$ 18.00
				Total	\$ 21,613.15

(*) Tax exempted Part(s)

Quote Valid Until: 02/13/2026

Payment Details

Pay by: Company PO
Payment Term: Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Other Details

Terms and Conditions

This Quote is valid for 30 days from the issue date and is subject to availability, unless otherwise noted above. Standard payment terms are Due Upon Receipt (NET 5 DAYS), unless otherwise noted above.

These prices do NOT include any other items such as applicable taxes, insurance, shipping, delivery, setup fees, installation or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

All "Not in Stock" rugged/semi-rugged systems and accessories are built to order. Due to the restrictions set by the USA distributor & MFGs, rugged/semi-rugged devices/systems and accessories may NOT be returned under any circumstances. All non-rugged/non-semi-rugged devices/systems and accessories returns must include an RMA. A 25% - 30% restocking fee will be charged for ALL returns.

To order:

Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a Purchase Order and/or a signed copy of this sales quote. This document, when signed, will be used as the official Purchase Order. Your signature is an agreement to purchase and acceptance of TKK Electronics terms and conditions. This document, when signed, is an official Purchase Order.

X Please sign and Date to approve this quote and terms

PO Number

Prepared by: **Mike Kirsch**

Email: **mike@tkkelectronics.com**

Phone: **414-255-0482**



TKK ELECTRONICS

117 W Walker St, #24,
Milwaukee, WI 53204
Phone: 414-255-0482 Fax: 414-672-2815

Getac V110 Laptops

Number: **10284**

Date: **01/14/2026**

Quote prepared for: **Robert Carlson**

Bill To:
Robert Carlson
Wheeling Fire Department
499 S. Milwaukee Ave.
Wheeling, IL 60090
Phone: (847)459-2662
Email: rcarlson@wheelingil.gov

Ship To:
Robert Carlson
Wheeling Fire Department
499 S. Milwaukee Ave.
Wheeling, IL 60090

Item #	Mfr. Part	Description	Price	Qty.	Extended
*1	VSCP6PJAB49C	Getac V110 EMS G7 - Intel Core i5-1235U Processor, Windows Hello Webcam, Microsoft Windows 11 Pro x64 with 16GB RAM, 256GB PCIe SSD (user swappable), Sunlight Readable (Full HD LCD + Touchscreen + Hard Tip stylus), US KBD + US Power cord, Membrane Backlit KBD, WIFI + BT + 4G LTE + Dedicated GPS + Passthrough, Hard Handle, USB Type-A x 2 + USB Type-C x 1 + Smart Card Reader + Rear Camera, Dual batteries, Touchpad W/ click button, 3 Year B2B Warranty; Customization: EMS Enhancement Solutions. Mfr: GETAC, INC UNSPSC: 43211503	\$ 3,624.15	4	\$ 14,496.60
1 item(s)				Sub-Total	\$ 14,496.60
				Tax @ 0%	\$ 0.00
				Freight	\$ 18.00
				Total	\$ 14,514.60

(*) Tax exempted Part(s)

Quote Valid Until: 02/13/2026

Payment Details

Pay by: Company PO
Payment Term: Due upon Receipt

Shipping and Delivery Details

Shipping via: FEDEX Ground
(DropShip)

Other Details

Terms and Conditions

This Quote is valid for 30 days from the issue date and is subject to availability, unless otherwise noted above. Standard payment terms are Due Upon Receipt (NET 5 DAYS), unless otherwise noted above.

These prices do NOT include any other items such as applicable taxes, insurance, shipping, delivery, setup fees, installation or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

All "Not in Stock" rugged/semi-rugged systems and accessories are built to order. Due to the restrictions set by the USA distributor & MFGs, rugged/semi-rugged devices/systems and accessories may NOT be returned under any circumstances. All non-rugged/non-semi-rugged devices/systems and accessories returns must include an RMA. A 25% - 30% restocking fee will be charged for ALL returns.

To order:

Please read this sales quote thoroughly and verify that it fits your specifications. If this sales quote fulfills your requirements, please submit a Purchase Order and/or a signed copy of this sales quote. This document, when signed, will be used as the official Purchase Order. Your signature is an agreement to purchase and acceptance of TKK Electronics terms and conditions. This document, when signed, is an official Purchase Order.

X Please sign and Date to approve this quote and terms

PO Number

Prepared by: **Mike Kirsch**

Email: **mike@tkkelectronics.com**

Phone: **414-255-0482**



MEMORANDUM

DATE: February 2, 2026
FROM: Brian Smith, Finance Director
SUBJECT: Resolution Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Manager to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months
DOLLAR AMOUNT: \$213,000
BUDGETED: Yes
BUDGET SOURCE: General Fund and Water/Sewer Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

Staff recommends approval of the attached resolution, which authorizes the Village Manager to sign a contract for electricity used to power the Village’s pumping stations, lift stations, water towers, wells, and other miscellaneous uses. Please note that this contract relates to electricity purchased to power Village-owned property and equipment and is unrelated to the electric aggregation program the Village negotiated in the past on behalf of its residents.

MEMO

Background

In 2007, the State of Illinois deregulated its electric market and required Commonwealth Edison—which until then had a monopoly on generating and delivering electricity—to transfer ownership of its nuclear reactors to its parent company, Exelon; Illinois then opened its borders to other energy suppliers to compete with Exelon. While ComEd remains a monopoly in the delivery of power to commercial and residential customers, the market is now open to several companies that supply electricity, and as a result, market forces dictate electricity prices.

Village History with NIMEC

In 2013, the Village joined the Northern Illinois Municipal Electric Collaborative (NIMEC) to purchase electricity for pumping and lift stations, water towers, wells, the Friendship Park fountain, and other miscellaneous purposes. NIMEC is an electric purchasing collaborative of 150 municipal and other government entities that band together to purchase electricity. The collective buying power of the collaborative (\$20 to \$25 million per year) allows NIMEC to negotiate lower rates than an individual municipality could on its own.

By aggregating its members' electric loads, NIMEC can leverage higher volume and negotiate more aggressive pricing from suppliers through collective bidding. It's important to note that NIMEC works directly with various electric suppliers to solicit competitive bids on its clients' behalf, but does not charge a fee; NIMEC is paid by the electric supplier for originating the business, and is neither under contract with nor compensated by the Village.

The chart below contains a brief history of the contracts signed since the Village joined NIMEC:

Contract Year	Length	Provider	Price (/kWh)	Savings
2014	36 months	Constellation	\$0.05276	\$80,000 (estimated)
2017	36 months	Dynegy Energy Services	\$0.05140	\$326,902
2020	36 months	Constellation	\$0.04610	\$330,230
2023	24 months	Dynegy Energy Services	\$0.05782	\$22,464
2025	12 months	Dynegy Energy Services	\$0.07239	\$21,450

Since the 2025 contracts are set to expire in May of this year, it is necessary to seek bids again. Staff believes that participating once again in the NIMEC process is the best option to ensure the Village receives competitive pricing for

electricity.

Request for Approval

With Village Board approval, staff will work with NIMEC to seek competitive quotes for electric load beginning in May, when the existing contracts with Dynegy Energy Services expire. The attached resolution gives the Village Manager advance authorization to sign a contract with a supplier for up to 36 months, subject to the terms most favorable to the Village. The resolution gives staff the authority to lock in the best available rates at a moment's notice, without waiting for the next Village Board meeting for approval. This is important because electricity prices change daily, much like stock prices and mortgage rates; therefore, without advance authorization, the Village will not be able to lock in the rates from the competitive bidding process scheduled for March 11, 2026. If the Board authorizes staff to move forward, the Village will participate in the NIMEC bidding process on March 11 and, upon receipt of a signed contract, will follow up with the Board to report the results, including the rates and terms of the contract.

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS

WHEREAS, the Village of Wheeling ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price, and Commonwealth Edison is no longer the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and

WHEREAS, the Village of Wheeling has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for Village facilities due to NIMEC's municipal experience, and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 170 government members of the collaborative, in order to secure more competitive pricing based on higher volumes than can be provided individually to a single municipality; and

WHEREAS, the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Village; and

WHEREAS, the Village has been working with NIMEC since 2013, and has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium-sized commercial accounts and would instead charge based on a floating hourly rate, and the Village desires to enter the market to secure a fixed rate, up to 36 months in term;

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

Section 1. That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supplier for the Village's municipal needs.

Section 2. That the Village Manager is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Wheeling.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Manager, Finance Director, or Deputy Finance Director is hereby authorized to sign the contract with the lowest bidder.

Section 4. That the Village Manager is authorized to name the Finance Director and Deputy Finance Director as the Village Manager's designees in matters concerning the bid.

Section 5: That this Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

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

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: February 2, 2026
FROM: Bill Murphy, Police Chief
SUBJECT: Resolution Authorizing Acceptance of a National Highway Traffic Safety Administration / Illinois Department of Transportation Sustained Traffic Enforcement Program (STEP) Grant through Federal Fiscal Year 2026
DOLLAR AMOUNT: 129,689
BUDGETED: No
BUDGET SOURCE: National Highway Safety Administration Grant
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

The Federal Fiscal Year 2026 Sustained Traffic Enforcement Program (STEP) grant in the amount of \$129,689 provides funds to enable the Police Department to conduct special traffic enforcement of impaired driving, distracted driving, occupant protection, and speed enforcement violations during seven holiday campaign periods and select weeks during non-campaign periods of the year. There is no impact on the Village's budget.

The Police Department recommends approval of an agreement accepting the Sustained Traffic Enforcement Program (STEP) Grant from the National Highway Traffic Safety Administration (NHTSA) and the Illinois Department of Transportation (IDOT) Division of Traffic Safety.

The grant provides funds for the Police Department to conduct special traffic enforcement for impaired driving and occupant protection mobilizations during seven holiday campaign periods in Federal Fiscal Year (FFY) 2026, which runs from October 1, 2025 to September 30, 2026. The seven holiday campaign periods include Halloween, Thanksgiving, Christmas, New Year's Day, St. Patrick's Day, Memorial Day, Independence Day, and Labor Day. The Police Department will be authorized to use additional grant funds for distracted driving enforcement during April 2026, for speed awareness enforcement during the summer of 2026, and for enforcement of contributory causes of traffic crashes during non-campaign periods.

The funds provided by the grant, totaling \$129,689, are reimbursable and will not increase the Village's budget.

The impaired driving patrols will target late-night hours when impaired driving is most frequent. Occupant restraint patrols will include both daytime and nighttime enforcement. The additional high-visibility enforcement patrols are designed to reduce the incidence of motor vehicle crashes and the resulting injuries and fatalities due to impaired driving and non-use of occupant restraint systems. This program is designed to increase the safety of the motoring public in the State of Illinois and the Village of Wheeling.

RESOLUTION NO. 26 – _____

RESOLUTION AUTHORIZING ACCEPTANCE OF A NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION / ILLINOIS DEPARTMENT OF TRANSPORTATION SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT THROUGH FEDERAL FISCAL YEAR 2026

WHEREAS, the Village of Wheeling and the Wheeling Police Department have been approved for the National Highway Traffic Safety Administration grant administered by the Illinois Department of Transportation Division of Traffic Safety for the Sustained Traffic Enforcement Program (STEP) Grant Project; and

WHEREAS, the grant request renewal enables the Village of Wheeling to be eligible to receive additional federal funding for a one-year period commencing October 1, 2025 and continuing through September 30, 2026; and

WHEREAS, the Village has applied for \$129,689 for traffic-related initiatives involving special enforcement for impaired driving and/or occupant protection mobilizations to enforce state and local laws during designated traffic safety campaigns and during additional enforcement periods outside the designated campaign periods focusing on contributory causes of traffic crashes; and

WHEREAS, acceptance of the grant will provide for the continuation of traffic enforcement initiatives related to occupant protection, alcohol impairment, and related laws, consistent with the Police Department’s Community-Oriented Policing / Problem-Oriented Policing efforts; and

WHEREAS, the Illinois Department of Transportation has agreed to award 100% federal funding in the amount of \$129,689 toward the initiatives specified in the grant award;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager and the Chief of Police are hereby authorized to accept the reimbursable grant award for the Sustained Traffic Enforcement Program (STEP) grant through September 30, 2026, and the Village Finance Director is hereby authorized to assign a new project number for this grant.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. 26-_____ be passed.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 2nd day of February, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Project Number	Date	Local Agency	Grantee Contact
HS-26-0095	10/01/25	Wheeling PD	Sgt., John Abbio

Objective: To explain IDOT requirements and guidelines concerning administration of the grant.


Program Elements Discussed and Explained:

- Yes This signed orientation checklist becomes part of the agency's approved highway safety agreement file.
- Yes The current project number must be included on BSPE 205, BSPE 500 and BSPE 2832.
- Yes Questions must be directed to your Safety Grant Administrator (GA) with a cc to your Law Enforcement Liaison (LEL).
- Yes Grant Agreement reviewed. (Exhibits A-E)
- Yes Change in grant contact or authorizing representative requires a notification email to the Safety Grant Administrator with a cc to the LEL.
- Yes Any requests to change grant activities (surplus hours, change campaign hours, convert designated enforcement funding) must be requested in writing (email) to your Safety Grant Administrator and approved before implementation. A written (email) approval will be provided by your Safety Grant Administrator. An LEL can also approve requests if it is time sensitive and the Grant Administrator is unavailable.
- Yes Required Reporting - Structure and dates due (BSPE 205: 14 days after campaign or month when additional enforcement is worked, BSPE 500: 45 days after end of campaign or month when additional enforcement is worked, BoBS 2832: 30 days after reporting the due date noted on UGA.
- Yes Prior approval by IDOT required on materials developed (i.e. Non-BSPE press releases, brochures, advertisements).
- Yes IDOT will be invited to media events planned or hosted by the grant agency.
- Yes On-site or remote grant monitoring reviews will be conducted.
- Yes The IACP guideline Model Pursuit Policy provided to grant agency for review and consideration.
- Yes Agency Seat Belt Use policy provided for BSPE safety grant agreement file.

Financial Elements Discussed and Explained

- Yes Approved budget for each mandatory (optional and additional - if applicable) campaign.
- Yes Procedure for claim for reimbursement preparation and submission as - monthly or as stipulated by the UGA. (BSPE 500 Personnel, equipment, and indirect line items)
- Yes Reimbursement time frame (4-6 weeks, after submittal - if claim is correct). Also check the Comptrollers website at Vendor Payments - The Illinois Office of Comptroller (illinoiscomptroller.gov)
- Yes Final Claim due November 1st.
- Yes Procedure for purchasing equipment as stipulated by the UGA and Budget.

Grant Contact (Local) Signature & Date

 10/1/25

BSPE Safety Grant Administrator/LEL Signature & Date

 01 Oct. 25

Local project must retain a signed copy of this checklist.



Date	Project Number	Grantee/Agency
10/01/25	HS-25-0095 JE	Wheeling PD

Project Title	Site Visit Location
STEP	Wheeling PD

Grant Amount	Visit Number	Time Period Covered	
\$129,689.00	1 - Orientation	10/01/25	- 09/30/26

Participant Name & Title

Participant Name	Title
1. Sgt. Dennis Bulanda	Former Project Director
2. P. Rizzo	LEL
3. Sgt. John Abbio	INCOMING PROJECT DIRECTOR

Was everyone present who should have participated? Yes No (explain)

1. Preparation for Visit

- Grant agreement reviewed? Yes No
- Performance reports submitted? Yes No N/A
- Claims for reimbursement reviewed? Yes No N/A
- Grant correspondence and other required documents reviewed? Yes No N/A

2. Purpose of Visit (check if applicable)

- Routine on-site monitoring, as specified in the Grant Agreement.
- To monitor a project's training class or other activities.
- Monitoring in response to identified problems or other issues. If checked, please explain:

Other. Please explain:

BSPE26 and Orientation Meeting

3. Grant Status

Is project being implemented on schedule? Yes No (explain)

Are all procedures relating to grant management being followed and documented (see Policy & Procedures manual)? Yes No (explain)

See above

Have grant requirements, procedures and guidelines been complied with (see Grant Agreement, including submission of required documentation)? Yes No (explain)

See above

4. Objective Listing and Individual Status

Are objectives and performance measures being met? Yes No (explain)

See above

Objective	Status
OP (day): 1 enforcement contact <=/= 60 minutes	
OP (night): 1 enforcement contact <=/= 60 minutes	

Objective	Status
OP enforcement contact ratio: >= 30%	
OP Day/Night patrol ratio: 30% requirement	
ID: 1 enforcement contact <= 60 min.	
ID: 1 DUI arrest made every X hours (<= 15 hrs.)	
April DD (day): 1 enforcement contact <= 60 min.	
April DD (night): 1 enforcement contact <= 60 min.	
DD Enforcement contact ratio: >= 50%	
July Speed (day): 1 enforcement contact <= 60 min.	
July Speed (night): 1 enforcement contact <= 60 min.	
Speed Enforcement contact ratio: >= 50%	
Additional Enforcement (day): 1 enforcement contact <= 60 min.	
Additional Enforcement (day): 1 traffic stop <= 30 min	
Additional Enforcement (night): 1 enforcement contact <= 60 min.	
Additional Enforcement (night): 1 traffic stop <= 30 min.	

Were any unique or special activities or accomplishments identified?

Yes (explain) No

5. Financial Records and Claims for Reimbursement

Are claims for reimbursement submitted on time, correct, and accompanied by documentation for expenditures?

Yes No (explain) N/A

Were any problems identified with the financial reporting to date?

Yes (explain) No N/A

6. Property Management

Has any equipment been purchased with grant funds?

Yes (explain) No N/A

If Yes, did the grantee follow the procurement procedures outlined in the grant agreement?

Yes No

Random check of equipment purchased conducted?

Yes No

If Yes, what items checked?

7. Summary of Visit

Is technical assistance or training needed /corrective actions recommended?

Yes (explain) No

Are grant revisions or an amendment required?

Yes (explain) No

Comments and main points addressed during your visit or additional comments

I met with Incoming Project Director Sgt. John Abbio and outgoing project director Sgt. Dennis Bulanda for an orientation-related site visit. A BSPE26 form will accompany this report

The Wheeling Police Department is funded for occupant protection, impaired driving, distracted driving, and speed enforcement as well as additional enforcement. Grantee has also requested indirect funding.

Reviewed and discussed:

- a. FFY25 STEP NOFO provided to grantee if UGA isn't available
- 3. FFY25 Budget worksheet
 - a. Budget worksheets were not available at the time of this visit. We discussed the submitted budget and the possibility of changes in the final approval.
 - b. Campaign Expenditure Tracking spreadsheet provided
- 4. Scheduling of enforcement
 - a. You aren't tied to your initial budget for individual campaigns. You can change the amount of enforcement in any mandatory campaign as long as you schedule at least one type for each campaign
 - i. You must leave the total amount of hours scheduled for Labor Day until after that campaign
 - b. If you've signed up for both OP and ID during mandatory campaigns, you can do either. You're not locked into your original choices.
 - c. If you've signed up for Optional Enforcement, you have several pardon the expression, options.
 - d. Funds can be moved within a category (Mandatory or Optional) without asking for permission
 - e. In the last quarter of the grant year (July/August/September), you can request to use lapsed campaign funds as Additional Enforcement
- 5. Additional Enforcement
 - a. You can't work Additional Enforcement during a mandatory campaign
 - b. If you are working an Optional Enforcement campaign, you can't also do Additional Enforcement except for Distracted Driving (April) and Speed Awareness (July after the Independence Day campaign)
 - c. Your use of Additional Enforcement funds should not exceed campaign enforcement.
- 6. Grant Enforcement Objectives and Benchmarks
- 7. ILCS Quota Law
- 8. Statistical Data Gathering - Officer Activity Sheet (I can provide you with a form)
- 9. BSPE205 reporting form and submission
 - a. Most current version is 9/24/2025
 - b. Traffic arrests are traffic arrests, even if they're felonies
 - c. Count all criminal charges individually For example, a subject is arrested for DWLS/R, an FTA warrant and PCS. This is 1 traffic arrest and 2 criminal arrests
 - d. Give details of criminal arrests. The comments box expands, I would rather have more info than less
 - e. If you issue a Notice to Appear for a misdemeanor offense, count it as an arrest (e.g. cannabis, open alcohol, misdemeanor speed, etc.)
 - f. Send to BSPEDATA address ONLY and cc me, not to your GA directly
 - g. Additional Enforcement data is submitted for one calendar month at a time only
 - h. Due no later than 15 days after the end of the campaign or the month of enforcement
 - i. ****NOTE**** You will have to choose 1 of the 4 listed options for additional enforcement, even if you conducted something different, e.g. someone watched a stop sign for violations or you have a pedestrian problem, etc. Just choose the listed option that the officer wrote the most citations for.
- 10. BSPE500 reporting form and submission
 - a. Most current version is 09/22/2025
 - b. Claims for reimbursement for OP and ID will still be requested separately, however Column A (Approved Budget/Personnel) should be the entire amount allotted for the grant year in that category, not individual campaigns, e.g. if you were allotted \$26,000.00 for Mandatory campaign enforcement, but only spent \$7,000.00 during Thanksgiving, \$26,000.00 goes into Column A, and \$7,000.00 will autofill Column B, when you complete the officers' information on page 2. If you choose to do both OP and ID, each would be requested on a separate 500 form, albeit in the same manner.
 - c. Optional Enforcement will be similar, if you were allotted \$5,000.00 for all Optional Enforcement, \$5,000 goes into Column A and the amount you actually spent in any individual campaign will autofill Column B).
 - d. Additional Enforcement is one calendar month at a time only
 - e. Sent to DOT.BSPE.Claims ONLY, not to your GA directly
 - f. Due no later than 45 days from the end of the campaign or the month of enforcement
 - g. Use digital signature when possible. Instructions provided

h. If approved for indirect costs, you will be reimbursed at the previously stated rate on every claim filed. NOTE: you will only be reimbursed for the ratio of funds actually expended for each claim. For example, you were approved for \$7,500.00 in indirect costs (based on a 15% de minimis rate) of a total \$50,000.00 enforcement grant, however at the end of the grant year, you have only expended \$45,000.00 of your funds, you will only be reimbursed for \$6,750.00 (15%).

11. BoBS2832 reporting form and submission

- a. No longer requires a wet signature, your email address and date are sufficient
- b. Send to your GA directly
- c. Most current version is dated 01/02/24
- d. If a campaign finishes in a different quarter than it started in, include it in the quarter in which it ends. For example, Christmas/New Year starts in December (Q1) and ends in January (Q2). Put it in Q2.

12. Media Requirements

- a. Approved pre/postjmedia will be posted to BSPE's website
- b. only 1 pre and post campaign media effort is required for Additional Enforcement, 1 at the beginning of the grant year, and 1 at the end of the year
- c. Send to your GA directly, not to DATA or Claims

13. PI&E Material

14. File Retention (IDOT/BSPE is current grant year plus 3 years)

15. Correspondence with Safety Grant Administrators and LELs

- a. Don't send or include DOT.LEL in your emails. That's a requirement for the LELs
- b. CC me on correspondence or replies to your GA

16. Limitations on grant officers assisting patrol staff

17. Cancellation of campaign enforcement details

- a. Inclement weather prior to or during details, lack of interested personnel, priority LE activities, etc.
- b. If NO hours at all were worked during a mandatory campaign, send an email to your GA with a cc to me
- c. This is not required for optional campaigns or additional enforcement

18. SFST, DRE and ARIDE requirements

- a. ARIDE and DRE officers can work daytime ID enforcement with a valid reason

19. GA and LEL roles, duties and responsibility

20. BSPE website (<https://idot.illinois.gov/transportation-system/transportation-safety/safety-grants/forms.html>)

- a. Provide work-around if downloading from the website is a problem

21. Verify Authorizing Representative and Project Director contact information (email/phone)

22. Provide IACP Model Pursuit Policy (already provided)

23. BSPE26S Orientation form

24. Grantee's officer/deputy seat belt use policy (already provided)

25. Illinois Traffic Safety Challenge

26. Looking Beyond the Safety Belt Award

a. If a significant criminal arrest is made based on a seat belt or child restraint stop, be sure to let me know, the officer(s) may be eligible for an award. This is not restricted to grant enforcement, any arrest made by any member of the department can be considered.

27. Equipment purchase

a. Equipment approved in your grant (LIDAR, radar, PBT) is permitted to be ordered prior to having a fully executed UGA in place. However, orders cannot be placed before October 1, 2025 and must be finalized no later than December 31, 2025.

b. Note: Unless authorized by your Grant Administrator, you must place your equipment order by December 31st, 2025.

c. Additionally, you must purchase the specific piece of equipment requested in your application. No substitutions will be allowed.


28. Midwest Traffic Safety Conference:

<https://www.midwesttrafficsafety.org/event-details-registration/2025-midwest-traffic-safety-conference>


Additional comments: Budget award amount is subject to change.

--

8. IDOT, Bureau of Safety Programs & Engineering (BSPE) Signature

Signature	Title	Date Reviewed
	LEL	01 Oct. 25

Grantee Signature

Signature	Title	Date Reviewed
 76	Project Director	10/1/25

Reviewed By (Optional)

Signature	Title	Date Reviewed



MEMORANDUM

DATE: February 2, 2026
FROM: Marisol Leyva, Assistant Village Manager/HR Director
SUBJECT: Resolution Authorizing the Appointment of an Authorized Agent for the Illinois Municipal Retirement Fund (IMRF)
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Unassigned

EXECUTIVE SUMMARY

Staff requests Village Board approval of a resolution to update the Illinois Municipal Retirement Fund (IMRF) Authorized Agent designation for the Village of Wheeling. The proposed change will designate Marisol Leyva, Assistant Village Manager / Director of Human Resources, as the IMRF Authorized Agent, ensuring continuity of business operations following recent organizational changes in the Human Resources Department.

MEMO

Background

The Illinois Municipal Retirement Fund (IMRF) Act requires that municipal corporate authorities appoint an Authorized Agent to centralize the local administration of IMRF. The Authorized Agent serves as the primary liaison between the Village and IMRF, managing all administrative functions through the IMRF employer portal.

The Village of Wheeling previously designated a Human Resources staff member as the IMRF Authorized Agent. Recent changes within the Village's Human Resources Department staffing structure necessitate updating this designation to ensure continuity of operations and appropriate management oversight.

Proposed Solution

Staff recommends designating the Assistant Village Manager / Director of Human Resources as the IMRF Authorized Agent. This designation ensures continuity of IMRF administrative operations, provides appropriate management-level oversight of retirement benefit administration, aligns IMRF responsibilities with the position responsible for overall human resources strategy, and maintains consistent leadership as Human Resources Department staffing evolves.

Budget Considerations

There is no budget impact associated with this change, as it is administrative in nature only.

Recommendation

Staff recommends approval of the attached resolution designating the Assistant Village Manager / Director of Human Resources as the IMRF Authorized Agent for the Village of Wheeling. This administrative update will ensure seamless continuation of IMRF operations and align retirement benefit administration with appropriate management oversight. Upon Board approval, appropriate notice will be provided to IMRF and administrative access will be updated accordingly.

Staff is available to answer any questions regarding this request.

RESOLUTION NO. 26-_____

RESOLUTION AUTHORIZING THE APPOINTMENT OF AN AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

WHEREAS, the corporate authorities of the Village of Wheeling have heretofore enacted an ordinance electing to participate in the Illinois Municipal Retirement Fund (IMRF); and

WHEREAS, the Illinois Municipal Retirement Fund Act requires that the corporate authorities appoint an Authorized Agent to centralize the local administration of the IMRF; and

WHEREAS, changes in Human Resources Department staffing necessitate updating the IMRF Authorized Agent designation to ensure continuity of operations; and

WHEREAS, Village staff recommends that Assistant Village Manager / Human Resources Director Marisol Leyva be appointed Authorized Agent for all administrative purposes related to IMRF to provide appropriate management-level oversight and ensure seamless administration of retirement benefits; and

WHEREAS, the President and Board of Trustees have determined that it is necessary and in the best interests of the Village of Wheeling to appoint Assistant Village Manager / Human Resources Director Marisol Leyva as IMRF Authorized Agent;

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 Assistant Village Manager / Human Resources Director Marisol Leyva is hereby appointed as IMRF Authorized Agent for the Village of Wheeling.

BE IT FURTHER RESOLVED that this appointment is effective immediately and that appropriate notice shall be provided to IMRF.

Trustee _____ moved, seconded by Trustee _____,
that Resolution No. 26-_____ be passed.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 2nd day of February, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: February 2, 2026
FROM: Jon Sfondilis, Village Manager
SUBJECT: Resolution Granting the 2026 George Hieber Citizenship Award to Larry and Jan Schmid
DOLLAR AMOUNT: N/A
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

Per the direction of the Board of Trustees, the attached resolution grants the tenth annual George Hieber Citizenship Award to Larry and Jan Schmid.

MEMO

In 2016, the Village Board created a citizenship award in honor of George Hieber and his many contributions to civic life in Wheeling over many years in a number of capacities. In keeping with the Board's policy by which George Hieber Citizenship Awards are granted, written nominations were solicited for this year's recipient of the award, and the Village Manager consulted with the Board of Trustees to discuss the nominees.

The Village Board's consensus was to grant this year's award to Larry and Jan Schmid for numerous volunteer endeavors they have undertaken in service to the Village of Wheeling over their 30 years as residents. As such, the Village Board will need to pass a resolution granting the 2026 George Hieber Citizenship Award to Larry and Jan Schmid. Additionally, a small plaque with their names and the year will be added to the large commemorative plaque hanging in the Village Hall.

RESOLUTION NO. 26 - _____

**RESOLUTION GRANTING THE 2026 GEORGE HIEBER CITIZENSHIP AWARD
TO LARRY AND JAN SCHMID**

WHEREAS, the Board of Trustees of the Village of Wheeling has established the George Hieber Citizenship Award to encourage good citizenship by recognizing outstanding contributions to the Wheeling community; and

WHEREAS, the President and Board of Trustees have chosen Larry and Jan Schmid as this year's recipients of this annual award; and

WHEREAS, Larry and Jan Schmid have been residents of Wheeling for over 30 years; and

WHEREAS, Larry and Jan Schmid are members of Wheeling Helping Hands, a nonprofit group that partners with the Village's Police and Fire Departments to provide clothing, food, and other donations to those in need in the Wheeling community; and

WHEREAS, Larry and Jan Schmid are members of Wheeling Garden Club, responsible for maintaining the flower garden at the Blue Star Memorial on McHenry Road; and

WHEREAS, Jan Schmid is a member of the Wheeling Police Unity Foundation, assisting with annual fundraisers that benefit Wheeling Police services; and

WHEREAS, Jan Schmid volunteers her time as a member of the Citizen Patrol, where she assists with community events such as Rock 'n' the Runway and Shop with a Cop; and

WHEREAS, Larry Schmid is a member and Officer of the Wheeling Knights of Columbus, and Jan Schmid is a member of the Knights of Columbus auxiliary, where they assist with multiple fundraising events; and

WHEREAS, Larry and Jan Schmid are consistently willing to help whenever asked, take much pride in their service, and show a commitment to making Wheeling a better, safer, and kinder place to live; and

WHEREAS, the Board of Trustees therefore regards it as fitting and proper that Larry and Jan Schmid be the recipients of the tenth annual George Hieber Citizenship Award;

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 2026 George Hieber Citizenship Award is hereby granted to Larry and Jan Schmid in recognition of their exemplary citizenship, with the thanks of the Board of Trustees for their service.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

Resolution No. _____ **ADOPTED** this 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: February 2, 2026
FROM: Jon Sfondilis, Village Manager
SUBJECT: Resolution Approving an Addendum to the Contract with Pyrotecnico Fireworks, Inc. for a Fireworks Display on June 27, 2026, Increasing the Price by \$10,000 for a Total Amount of \$46,225
DOLLAR AMOUNT: \$10,000
BUDGETED: No
BUDGET SOURCE: Chicago Executive Airport Reimbursement
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Residential Life

EXECUTIVE SUMMARY

This year's Rock 'n' Run the Runway event—held at Chicago Executive Airport—coincides with the 100th anniversary of the Airport. To celebrate this milestone, this year's event is proposed to include certain one-time enhancements, including an expanded fireworks show. Therefore, staff recommends an addendum to the contract with the event's fireworks vendor, Pyrotecnico Fireworks, to increase the contract amount by \$10,000 for an enhanced 2026 display. Chicago Executive Airport will reimburse the Village for this additional cost.

MEMO

On March 4, 2024, the Village Board approved a resolution waiving competitive bidding and authorizing an agreement with Pyrotecnico Fireworks, Inc. to provide fireworks displays at the 2025 and 2026 Rock 'n' Run the Runway events. The cost for 2026 is \$36,225.

Chicago Executive Airport has proposed adding \$10,000 to the existing contract to enhance the 2026 display in honor of the airport's 100th anniversary. The airport would reimburse the Village for the additional cost. The additional funds would strictly add product to the current display, and not increase the duration of the program. By adding product rather than lengthening the display time, the added product will have a bigger overall impact.

Attached for Village Board consideration is a resolution and an addendum to the contract with Pyrotecnico for an additional \$10,000.

RESOLUTION No. 26-_____

RESOLUTION APPROVING AN ADDENDUM TO THE CONTRACT WITH PYROTECNICO FIREWORKS, INC. FOR A FIREWORKS DISPLAY ON JUNE 27, 2026, INCREASING THE PRICE BY \$10,000 FOR A TOTAL AMOUNT OF \$46,225

WHEREAS, the Village of Wheeling (the "Village") entered into a contract with Pyrotecnico Fireworks, Inc. ("Pyrotecnico") on March 4, 2024 to provide fireworks displays on June 28, 2025 and June 27, 2026 at the annual Rock 'n' Run the Runway events; and

WHEREAS, the Village and Pyrotecnico wish to approve an addendum to increase the contract amount by \$10,000 for a total of \$46,225 to add firework products to the 2026 display in honor of Chicago Executive Airport's 100th anniversary; and

WHEREAS, Chicago Executive Airport will reimburse the Village the \$10,000 additional cost for an expanded fireworks display;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to execute an addendum to the agreement with Pyrotecnico Fireworks, Inc. in the amount of \$10,000 for a total cost of \$46,225 to provide a public fireworks display on June 27, 2026.

Trustee _____ moved, seconded by Trustee _____
that Resolution Number 26-_____ be adopted.

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

ADOPTED this 2nd day of February 2026 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

PYROTECNICO™

ADDENDUM TO AGREEMENT

This Addendum modifies the Agreement between the Parties dated **March 4th, 2024.**

The Parties agree and intend that these modifications shall be valid as if they were part of the Agreement named above, and that the below is now revised/added:

Contract price increase from \$36,225.00 to \$46,225.00 for 06/27/2026 display.

Pyrotecnico Fireworks, Inc.:

Village of Wheeling, IL:

By (sign): _____

By (sign): _____

Name: Lynn Ann Hamed _____

Name: _____

Title: Corporate Secretary _____

Title: _____

Date: _____

Date: _____



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving an Engineering Services Agreement with the RJN Group for Sanitary Sewer Evaluation Services (SSES) in an Amount Not to Exceed \$44,690 for FY 2026
DOLLAR AMOUNT: \$44,690
BUDGETED: Yes
BUDGET SOURCE: Sanitary Sewer Capital Outlay Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Annual Sanitary Sewer Evaluation Services (SSES) analysis is required to comply with Metropolitan Water Reclamation District (MWRD) standards enacted in 2015. This resolution approves an engineering services agreement with RJN Group for SSES. Sanitary Sewer Capital Outlay Funds are allocated for this project in FY 2026.

MEMO

Background:

The Village of Wheeling is required to comply with National Pollutant Discharge Elimination System (NPDES) regulations created by the U.S. Environmental Protection Agency (UESPA) and implemented by MWRD, including an Infiltration/Inflow (I&I) Control Program. The purpose of this program is to rehabilitate sanitary sewer system deficiencies and continue long-term sanitary sewer management and maintenance that are tributary to MWRD facilities.

As part of its sanitary sewer maintenance program, and in order to maintain compliance with MWRD standards, Public Works seeks approval of an annual engineering service agreement with the RJN Group to perform field investigations that include smoke testing, leak detection, annual reports, and analysis and summary reports.

Discussion:

In July 2025, a Request for Statements of Qualifications (RSQ) was sent to various firms for professional engineering services to assist the Village with its capital improvement projects. RJN was one of the selected firms for the wastewater category.

Since 2015, RJN has contracted with the Village to develop a comprehensive SSES program and carry out the program by performing sewer system inspections including smoke testing, manhole inspections, dye-flooding, closed circuit television (CCTV) review, and geographic information system (GIS) updates. Additionally, RJN assembles and submits the Village's annual reports required by MWRD and has developed our Long-Term Operations and Maintenance Plan (LTOMP) and Private Sector Plan (PSP) as required by MWRD.

RJN has over 40 years of experience in the professional engineering field, specializing in sanitary sewer services. Public Works has a well-established professional relationship with RJN, and is confident that RJN can continue the work necessary for the Village to comply with MWRD requirements.

Budget:

Sanitary Sewer Capital Outlay Funds in the amount of \$40,000 have been allocated for this project in FY 2026. This overage is due to the proposed smoke testing of the entire WHL-17 basin instead of doing it in stages, which could cost more in the long run. Last year's project came in \$3,163.20 under budget.

RESOLUTION NO. 26 - _____

RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH THE RJN GROUP FOR SANITARY SEWER EVALUATION SERVICES (SSES) IN AN AMOUNT NOT TO EXCEED \$44,690 FOR FY 2026

WHEREAS, the Village of Wheeling (the "Village") recognizes the need to improve its sanitary sewer system to reduce uncontrolled system leaks and sewer gas emissions, to reveal cracks in the system, and to reduce groundwater inflows, all of which can cause hazards and reduce efficiency in the system; and

WHEREAS, Public Works staff recommends continuing the Sanitary Sewer Evaluation Service (SSES) program to comply with National Pollutant Discharge Elimination System (NPDES) and Metropolitan Water Reclamation District (MWRD) standards and requirements; and

WHEREAS, the RJN Group ("RJN") has provided a proposal in the amount of \$44,690 for smoke testing, an MWRD Annual Report, and summary recommendation reports; and

WHEREAS, RJN has successfully performed SSES professional engineering evaluations for the Village since 2015, and staff believes that it is in the best interest of the Village to accept the attached proposal from RJN Group for the 2026 SSES program;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized and directed to accept a proposal from the RJN Group for 2026 Sanitary Sewer Evaluation Services in an amount not to exceed \$44,690 in accordance with RJN's proposal dated December 23, 2025.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



December 23, 2025

Mr. Jeff Wolfgram
Utility Superintendent
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

Subject: Proposal for Professional Engineering and Specialty Field Services for the 2026 SSES Program

Dear Mr. Wolfgram:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Wheeling (Village) for the 2026 SSES Program.

In April 2014, RJN and the Village of Wheeling entered into a Professional Services Agreement contract for Village-wide flow monitoring and I/I analysis. This work was completed in 2014 and a multi-year plan was provided within the final report. RJN has worked with the Village from 2015 through 2025 to perform the recommended Sanitary Sewer Evaluation Services (SSES). This proposal represents recommended SSES for basins within the Village, as ranked by the flow monitoring and I/I analysis performed in 2014.

Project History

Following the selection by the Village of Wheeling as Sanitary Sewer Engineering Consultant, RJN Group was contracted to complete flow monitoring throughout the Village, analyze the data collected during dry and wet weather, and assign a level of priority based on backups and peaking factors to each basin area. Results of the findings from the investigations have been presented to the Village in a formal report and recommendations for follow-up have been provided.

The general plan that the Village has implemented for the SSES program is to target one or two meter basins per year, starting with the Very High Priority basins, including performing smoke testing, manhole inspections and review of closed-circuit televising (CCTV) in each area. These inspections are recommended to then be followed up with public sector rehabilitation projects. In order to achieve the best economy-of-scale within the rehabilitation phases, RJN recommends the Village alternate bidding CIPP lining work and manhole rehab work every other year. This allows larger projects for each activity, and better pricing for the Village. Additionally, RJN and the Village can then evaluate the inspection results for larger areas before putting these projects out to bid.

From 2015 through 2025 RJN has assisted the Village with performing sewer system inspections – smoke testing, manhole inspections, lift station inspections, dye-flooding, and CCTV review. In addition, RJN has assembled and submitted the Village annual reports required by MWRD and has also developed the Village Long-Term Operations and Maintenance Plan (LTOMP) and Private Sector Plan (PSP) as required by MWRD.

The Village has begun the Long-Term Operations and Maintenance Program (LTOMP) required by MWRD that includes assessing a minimum of 2% of the system annually, or 10% of the system every five years. For 2026 it is recommended that the Village complete Smoke Testing in WHL-17.

Key Project Goals and Objectives

During 2026, RJN proposes to continue the public sector investigation work in meter basin 17 (WHL-17). RJN will smoke test WHL-17 to further identify portions of the system that require rehabilitation. Additionally, RJN will assist the Village with submittal of the MWRD required annual reporting.

The tasks proposed for 2026 are listed below:

- Smoke Testing in WHL-17 (17,400 LF)
- Submit Village annual MWRD IICP Report for Calendar Year 2025
- Analysis and summary report of findings

The attached map shows the basins that will be investigated in 2026. The detailed scope of work for each of these tasks is provided in Exhibit A.

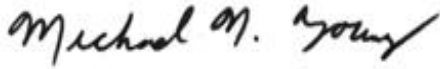
Price and Schedule Summary

This project will be invoiced on a Unit Cost or Time and Material (as appropriate) basis for a total not-to-exceed fee of \$44,690.00. The project is expected to be completed by December 31, 2026. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Map

We are looking forward to the opportunity to continue working with the Village of Wheeling on this important program. Please feel free to contact us at (630) 682-4700 if you would like to discuss this proposal or have any questions.

Sincerely,



Michael N. Young, P.E.
Senior Vice President



Bobby Peters, P.E.
Senior Project Manager

Accepted by the Village of Wheeling:

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the 2026 SSES program for the Village.

1. Smoke Testing

- a. Prepare a draft resident smoke testing notification letter for RJN to send to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing. If desired, these letters can be formatted as a public service announcement, billing insert, and/or used as a Reverse 911 message sent by the Village. If necessary, provide bilingual letter in Spanish.
- b. Prepare smoke testing door hangers to be hung by RJN staff at each address less than one week prior to smoke testing. The door hangers will also include RJN contact information and can be bilingual if necessary.
- c. Notify the Village and the local fire and police departments of planned smoke testing activities, including daily updates.
- d. Provide equipment, personnel, and smoke as necessary for smoke testing.
- e. During smoke testing, erect smoke testing signs near the testing area and answer resident and Village questions on-site as well as through phone calls.
- f. Use handheld electronic data collection equipment for collecting smoke testing data.
- g. Smoke test the sanitary sewers as outlined.
- h. GPS locate (mapping grade) each identified defect and take a minimum of one digital photograph of each defect.

2. MWRD Annual Report and Comments

- a. Work with the Village to compile the 2025 annual submittal to MWRD. RJN will complete the following forms:
 - i. Long-Term Program Annual Summary Report
 - ii. High Priority Deficiency Form
 - iii. Capital Improvement Plan Form
- b. Summary of rehabilitation plan, including assistance with a Capital Improvement Program (CIP) as applicable.
- c. Complete and submit by March 1, 2026

3. Analysis and Summary Report

- a. Provide data analysis as follows:
 - i. Compile field data and develop complete list of defects;
 - ii. Map results in GIS;
 - iii. Assign an estimated flow to each defect; and
 - iv. Determine an appropriate follow-up approach.
- b. Provide the following information for the summary report:
 - i. Summary of work completed;
 - ii. GIS map of identified defects;
 - iii. List of defects prioritized by severity;

- iv. Recommendations for follow-up SSES work; and
 - v. Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.
- c. Submit a pdf of draft report to Village.
 - d. Address Village comments on draft report and revise.
 - e. Submit one digital copy (pdf) of final report and up to two hard copies.
 - f. Provide one digital copy of final report files, data, media, and GIS deliverables.

Items Requested from the Village

The following items are requested from the Village:

1. Any updated GIS geodatabases for current sewer layers (sanitary and storm).
2. Village GIS maps showing any investigations or rehabilitation completed in 2025.
3. Traffic control assistance, as necessary.



EXHIBIT B PRICING

Based on the scope of services outlined above, the summary of Engineering Services Fees is as follows:

Pricing Terms for Invoicing: Unit Price and Lump Sum

Not-To-Exceed Total Cost: \$44,690.00

COST SCHEDULE

Task #	Task Description	Units	Cost Per Unit	Total Cost
1001	Smoke Testing (WHL-17, 17,400 feet)	LF	\$1.35	\$23,490.00
2001	Analysis and Report	LS	\$8,000.00	\$8,000.00
3001	MWRD IICP Reporting	LS	\$10,000.00	\$10,000.00
4001	Project Management & Meetings	LS	\$3,200.00	\$3,200.00
Total Contract Amount				\$44,690.00

*This proposal can be amended to include additional work upon joint approval by the Village and RJN.

Hourly Rate Schedule

	Classification	2026 Rates*
PD	Project Director	\$270.00
SPM	Senior Project Manager	\$240.00
PM	Project Manager	\$205.00
SCM	Sr. Construction Manager	\$185.00
CM	Construction Manager	\$170.00
CO	Construction Observer	\$150.00
SPE	Senior Project Engineer	\$175.00
PE	Project Engineer	\$160.00
EI	Engineer I	\$145.00
GSS	GIS Specialist	\$140.00
GIS	GIS Analyst	\$120.00
SDA	Senior Data Analyst	\$140.00
DA	Data Analyst	\$120.00
FM	Field Manager	\$125.00
FS	Field Supervisor	\$115.00
FT	Field Technician	\$105.00
AS	Administrative Support	\$115.00
	<i>*Rates valid through 12/31/2026 and are subject to an annual increase.</i>	

NOTES

- The Hourly Rate Schedule is valid until December 31, 2026. Following that date, rates may be subject to an annual increase.



EXHIBIT C

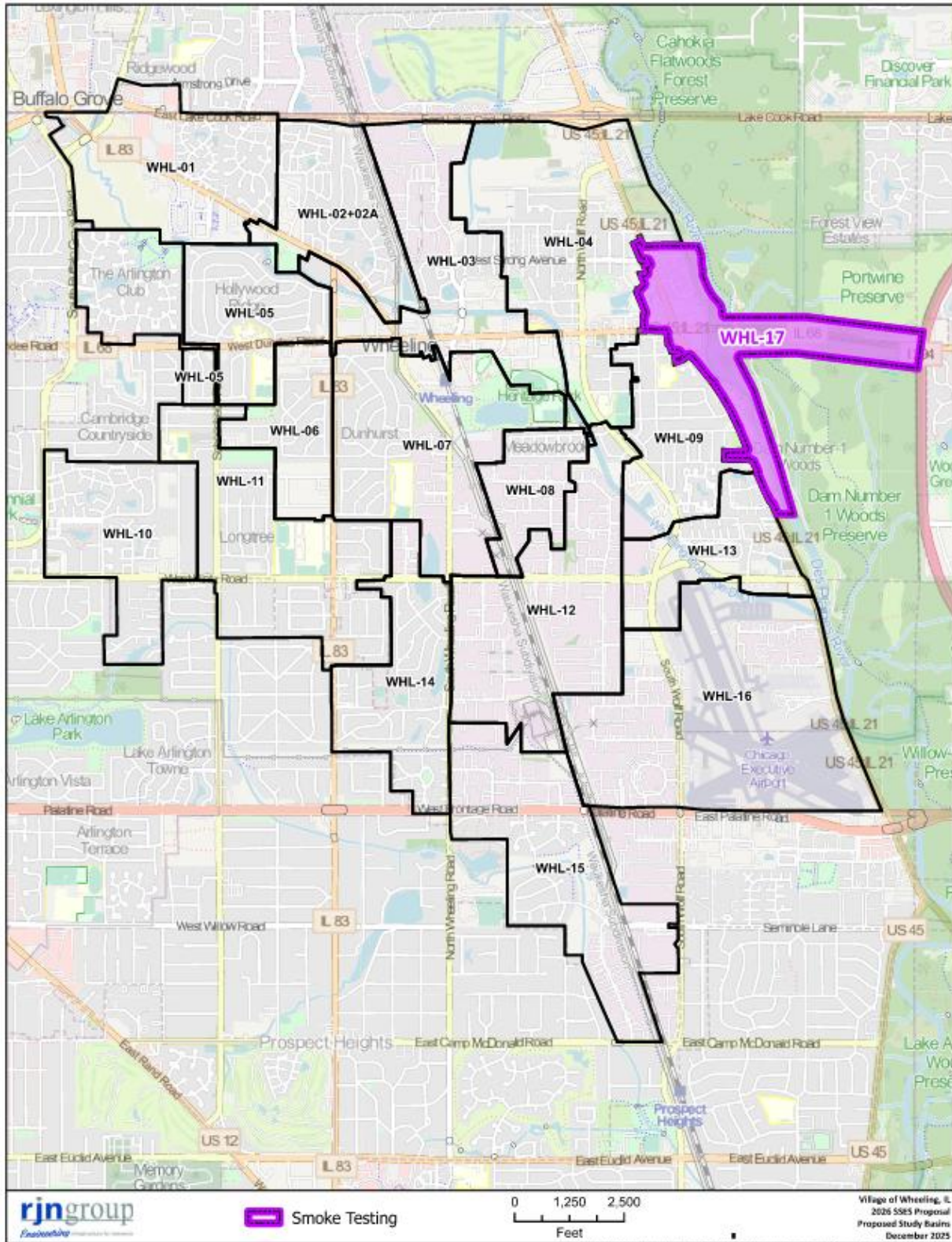
PROPOSED SCHEDULE

RJN is prepared to start work immediately upon receipt of an Agreement.

Task	Timeline
Smoke Testing, WHL-17	Complete by 10/31/2026
MWRD 2025 Annual Submittal	Complete by 2/29/26, contingent upon receipt of Village data no later than 1/31/26
Summary Report	Draft to Village by December 31, 2026.



EXHIBIT D PROJECT MAP





MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Accepting and Approving a Publicly Bid Contract with D'Land Construction, LLC for the Milwaukee Avenue Watermain and Sidewalk Project in the Amount of \$1,875,627.49
DOLLAR AMOUNT: 1,875,627.49
BUDGETED: Yes
BUDGET SOURCE: Southeast-II TIF
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a publicly bid contract with D'Land Construction, LLC in the amount of \$1,875,627.49 for the Milwaukee Avenue Watermain and Sidewalk Project. The project includes the installation of new watermain and new sidewalk on Milwaukee Avenue from Tower Drive to just north of Hintz Road. Funds for this project are available and budgeted in the Southeast-II Tax Increment Financing District fund.

MEMO

Background:

The Milwaukee Avenue Watermain and Sidewalk Project includes the installation of approximately 2,000 lineal feet of 12-inch, 6-inch, and 4-inch diameter watermain pipe, valve vaults, fire hydrants, and 18,300 square feet of new sidewalk, as well as pavement patching, traffic signal modifications, and other miscellaneous work along Milwaukee Avenue.

Discussion:

Public Works staff published a request for sealed bids to construct this project and opened seven bids on January 22, 2026. The bids ranged from \$1,875,627.49 to \$2,535,066.00. Upon completing the bid tabulation (attached), staff determined D'Land Construction, LLC of Algonquin, Illinois to be the lowest-cost qualified and responsible bidder with a bid proposal of \$1,875,627.49.

D'Land Construction, LLC has worked on previous projects in the Village, including sidewalk and curb replacement on previous road projects, and their work has been satisfactory and acceptable.

This project will start in April 2026 and be completed in June 2026. Substantial traffic impacts are anticipated due to the nature of construction activities and the location on Milwaukee Avenue.

Budget:

Southeast-II Tax Increment Financing funds in the amount of \$2,020,000 have been approved for this construction project in FY2026.

RESOLUTION NO. 26-_____

RESOLUTION ACCEPTING AND APPROVING A PUBLICLY BID CONTRACT WITH D'LAND CONSTRUCTION, LLC FOR THE MILWAUKEE AVENUE WATERMAIN AND SIDEWALK PROJECT IN THE AMOUNT OF \$1,875,627.49

WHEREAS, the Village of Wheeling (the "Village") desires to install approximately 2,000 linear feet of new watermain pipe and 18,300 square feet of sidewalk along Milwaukee Avenue; and

WHEREAS, the Village's FY 2026 Budget has funding available in its Southeast-II Tax Increment Financing District fund to construct the new watermain, sidewalk, and other components of this project; and

WHEREAS, the Village advertised a request for sealed bids for the subject project on December 29, 2025 in the *Daily Herald* newspaper; and

WHEREAS, on January 22, 2026 the Village opened seven qualified bid proposals for this project; and

WHEREAS, staff has performed the necessary review of the seven bid proposals and has determined that D'Land Construction, LLC of Algonquin, Illinois is the lowest-cost qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is in the best interest of the Village to accept the bid of D'Land Construction, LLC for the Milwaukee Avenue Watermain and Sidewalk Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that a \$1,875,627.49 contract for the Milwaukee Avenue Watermain and Sidewalk Project is hereby awarded to D'Land Construction, LLC of Algonquin in accordance with the unit prices in the January 22, 2026 bid proposal as attached hereto.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

VILLAGE OF WHEELING

MILWAUKEE AVENUE SIDEWALK AND WATER MAIN IMPROVEMENTS

CONTRACT DOCUMENT

This agreement is made this 2nd day of February, 2026 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (D'Land Construction, LLC) hereinafter to as (the "Contractor") and its successors.

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

Installation of Portland Cement Concrete sidewalk, 6" & 12" water main via horizontal direction drilling and open cut methods, water valve vaults, hydrants, roadway patching and other associated work. Driveway aprons will be replaced as needed.

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

- b. The Contractor's Bid Proposal Dated 01/22/2026
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$1,875,627.49 paid in accordance with the provisions of the Local Government Prompt Payment Act.
 3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
 4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by June 12, 2026. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
 5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
 6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
 7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
 8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
 9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

10.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 27th day of January, 2026.

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

Accepted this 27th day of January, 2026

Individual or Partnership Corporation _____

By [Signature] Member
Position/Title

By _____
Position/Title

Diland Construction LLC
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 20 .

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

January 23, 2026

Mr. Kevin Pelli, Engineering Coordinator
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

Re: Milwaukee Avenue Sidewalk and Water Main Improvements
Contract 19.3600.01
Village of Wheeling

Dear Mr. Pelli:

Bids for the above-referenced Project were opened on January 22, 2026. Seven bids were received with the resulting bid tabulation enclosed.

D'Land Construction, LLC of Algonquin, Illinois, was the apparent low Bidder at \$1,875,627.49. The Bid included a Bid Bond. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with D'Land Construction, LLC.

If you determine that D'Land Construction, LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract.

Sincerely,

STRAND ASSOCIATES, INC.®

Marc A. Grigas, P.E.

Enclosure

Section Title	Line Item	Item Code	Item Description	Unit	Quantity	Engineer Estimate	D'Land Construction, LLC	Everlast Blacktop Inc	Martam Construction, Inc.	Berger Excavating Contractors, Inc.	Joel Kennedy Constructing Corp	Swallow Construction	C Szabo Contracting Inc.
Base Bid				Unit	Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	43		\$1,800,627.49	\$2,169,374.71	\$2,237,683.60	\$2,439,894.56	\$2,439,894.56	\$2,474,267.75	\$2,480,066.00
	2	20100120	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	24		\$51.00	\$2,365.00	\$39.00	\$1,677.00	\$45.00	\$2,580.00	\$1,247.00
	3	20200100	EARTH EXCAVATION	L SUM	1	\$50,000.00	\$50,000.00	\$28,000.00	\$58,000.00	\$58,000.00	\$85,000.00	\$40,000.00	\$47,693.00
	4	20800150	TRENCH BACKFILL	CU YD	462	\$30.00	\$13,860.00	\$58.00	\$26,796.00	\$75.00	\$34,650.00	\$1.00	\$462.00
	5	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	100	\$4.00	\$400.00	\$2.00	\$200.00	\$5.00	\$500.00	\$1.00	\$400.00
	6	25200200	SUPPLEMENTAL WATERING	UNIT	10	\$112.00	\$1,120.00	\$1.00	\$10.00	\$100.00	\$1,000.00	\$1.00	\$10.00
	7	28000305	TEMPORARY DITCH CHECKS	FOOT	50	\$98.55	\$4,927.50	\$13.75	\$687.50	\$22.00	\$1,100.00	\$125.00	\$6,250.00
	8	28000400	PERMETER EROSION BARRIER	FOOT	2696	\$3.25	\$8,762.00	\$2.40	\$6,470.40	\$3.00	\$8,088.00	\$3.45	\$9,301.20
	9	28000510	INLET FILTERS	EACH	36	\$250.00	\$9,000.00	\$180.00	\$6,480.00	\$220.00	\$7,920.00	\$302.81	\$10,901.16
	10	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	2032	\$4.00	\$8,128.00	\$6.08	\$12,354.56	\$8.00	\$16,256.00	\$25.00	\$51,200.00
	11	35102000	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	561	\$10.00	\$5,610.00	\$10.50	\$5,895.50	\$12.00	\$6,732.00	\$35.00	\$19,785.00
	12	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8763	\$6.90	\$60,464.70	\$12.75	\$111,957.75	\$13.00	\$114,126.00	\$8.65	\$75,565.65
	13	42400410	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	50	\$98.55	\$4,927.50	\$13.75	\$687.50	\$22.00	\$1,100.00	\$11.00	\$550.00
	14	42400800	DETECTABLE WARNINGS	SQ FT	424	\$35.00	\$14,840.00	\$69.00	\$29,256.00	\$45.00	\$19,080.00	\$28.00	\$11,872.00
	15	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	534	\$25.00	\$13,350.00	\$18.00	\$9,612.00	\$31.00	\$16,554.00	\$15.00	\$8,010.00
	16	44000300	CURB REMOVAL	FOOT	373	\$9.00	\$3,357.00	\$9.00	\$3,357.00	\$9.00	\$3,357.00	\$12.19	\$4,546.87
	17	44000600	SIDEWALK REMOVAL	SQ FT	345	\$2.00	\$690.00	\$3.00	\$1,035.00	\$3.00	\$1,035.00	\$6.00	\$2,070.00
	18	44001300	MEDIAN REMOVAL	SQ FT	470	\$2.00	\$940.00	\$10.00	\$4,700.00	\$8.00	\$3,760.00	\$12.00	\$5,640.00
	19	44004250	PAVED SHOULDER REMOVAL	SQ YD	67	\$45.00	\$3,015.00	\$24.00	\$1,608.00	\$28.00	\$1,876.00	\$45.00	\$3,015.00
	20	50200100	STRUCTURE EXCAVATION	CU YD	20	\$75.00	\$1,500.00	\$80.00	\$1,600.00	\$90.00	\$1,800.00	\$70.00	\$1,400.00
	21	50901760	PIPE HANDRAIL	FOOT	79	\$290.00	\$22,910.00	\$492.00	\$38,868.00	\$480.00	\$37,920.00	\$448.00	\$35,392.00
	22	52200800	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	138	\$120.00	\$16,560.00	\$90.00	\$12,420.00	\$95.00	\$13,110.00	\$120.00	\$16,560.00
	23	54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2	\$1,830.00	\$3,660.00	\$2,750.00	\$5,500.00	\$1,500.00	\$3,000.00	\$2,956.98	\$5,913.96
	24	54262712	METAL FLARED END SECTIONS 12"	EACH	1	\$1,232.00	\$1,232.00	\$900.00	\$900.00	\$800.00	\$800.00	\$778.04	\$778.04
	25	55043600	STORM SEWERS, CLASS A TYPE 2 12"	FOOT	19	\$186.00	\$3,534.00	\$170.00	\$3,230.00	\$186.00	\$3,534.00	\$184.88	\$3,512.72
	26	56102900	DUCTILE IRON WATER MAIN 4"	FOOT	24	\$440.00	\$10,560.00	\$135.00	\$3,240.00	\$188.00	\$4,512.00	\$361.68	\$8,680.32
	27	56103000	DUCTILE IRON WATER MAIN 6"	FOOT	96	\$106.00	\$10,176.00	\$130.00	\$12,480.00	\$192.00	\$18,432.00	\$266.67	\$25,600.32
	28	56103300	DUCTILE IRON WATER MAIN 12"	FOOT	1918	\$261.00	\$500,598.00	\$216.78	\$415,784.04	\$253.00	\$485,254.00	\$418.00	\$801,724.00
	29	60146304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	47	\$20.00	\$940.00	\$55.00	\$2,585.00	\$70.69	\$3,322.43	\$55.00	\$2,585.00
	30	60226200	INLETS, TYPE A, TYPE B GRATE	EACH	1	\$2,144.00	\$2,144.00	\$299.50	\$299.50	\$2,800.00	\$2,800.00	\$2,295.45	\$2,295.45
	31	60609605	CONCRETE CURB, TYPE B	FOOT	319	\$40.00	\$12,760.00	\$69.00	\$22,071.00	\$48.00	\$15,432.00	\$47.00	\$15,063.00
	32	60609800	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2, 12"	FOOT	70	\$40.00	\$2,800.00	\$72.00	\$5,040.00	\$65.00	\$4,550.00	\$47.00	\$3,290.00
	33	60618730	CONCRETE MEDIAN, TYPE M-2, D6	SQ FT	257	\$25.00	\$6,425.00	\$24.00	\$6,168.00	\$32.00	\$8,224.00	\$20.00	\$5,140.00
	34	60626300	STABILIZED MEDIAN SURFACE	SQ YD	24	\$40.00	\$960.00	\$126.00	\$3,024.00	\$145.00	\$3,480.00	\$175.85	\$4,220.40
	35	66400505	CHAIN LINK FENCE, 8'	FOOT	66	\$87.00	\$5,742.00	\$150.00	\$9,900.00	\$150.00	\$9,900.00	\$137.00	\$9,042.00
	36	-	REMOVAL AND DISPOSAL OF NON-OCDD MATERIAL	CU YD	10	\$125.00	\$1,250.00	\$100.00	\$1,000.00	\$155.00	\$1,550.00	\$148.70	\$1,487.00
	37	-	EXCAVATION, STOCKPILING, AND REMOVAL OF HAZARDOUS WASTE	TON	10	\$20,000.00	\$200,000.00	\$17,000.00	\$170,000.00	\$18,000.00	\$180,000.00	\$148.70	\$1,487.00
	38	87100100	MOBILIZATION	L SUM	1	\$80,500.00	\$80,500.00	\$91,480.25	\$91,480.25	\$126,000.00	\$126,000.00	\$177,556.82	\$177,556.82
	39	70300100	SHORT TERM PAVEMENT MARKING	L SUM	1907	\$2.00	\$3,814.00	\$1,000.00	\$1,907.00	\$1.00	\$1,907.00	\$1.00	\$1,907.00
	40	70301200	TEMPORARY PAVEMENT MARKING - LETTERS AND SYMBOLS - TYPE IV TAPE	SQ FT	98	\$9.00	\$882.00	\$8.80	\$854.40	\$4.00	\$384.00	\$3.85	\$369.60
	41	70301200	TEMPORARY PAVEMENT MARKING - LINE 4" TYPE IV TAPE	FOOT	1308	\$1.46	\$1,908.48	\$1.43	\$1,870.44	\$2.20	\$2,877.60	\$1.35	\$1,765.80
	42	70301600	TEMPORARY PAVEMENT MARKING - LINE 12" TYPE IV TAPE	FOOT	1870	\$4.31	\$8,059.70	\$1.00	\$1,870.00	\$1.10	\$2,057.00	\$4.00	\$7,480.00
	43	70301710	TEMPORARY PAVEMENT MARKING - LINE 24" TYPE IV TAPE	FOOT	151	\$6.68	\$1,018.68	\$9.53	\$1,438.93	\$2.20	\$332.20	\$7.50	\$1,127.50
	44	70400100	TEMPORARY CONCRETE BARRIER	FOOT	949	\$29.00	\$27,521.00	\$27.00	\$25,833.00	\$32.00	\$30,384.00	\$48.00	\$45,192.00
	45	70400215	PINNING TEMPORARY CONCRETE BARRIER	EACH	171	\$13.44	\$2,298.24	\$13.20	\$2,258.40	\$20.00	\$3,420.00	\$33.00	\$5,655.00
	46	70600241	IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE, NARROW), TEST LEVEL 2	EACH	7	\$1,344.00	\$9,408.00	\$4,620.00	\$32,340.00	\$1,300.00	\$9,100.00	\$3,600.00	\$25,200.00
	47	72400500	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	4	\$168.00	\$672.00	\$165.00	\$660.00	\$110.00	\$440.00	\$100.00	\$400.00
	48	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	56	\$22.00	\$1,232.00	\$22.00	\$1,232.00	\$20.00	\$1,120.00	\$18.50	\$1,036.00
	49	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	EACH	4	\$290.00	\$1,160.00	\$275.00	\$1,100.00	\$330.00	\$1,320.00	\$260.00	\$1,040.00
	50	78000200	POLYUREA PAVEMENT MARKING TYPE I - LETTERS AND SYMBOLS	FOOT	617	\$13.65	\$8,427.45	\$12.60	\$7,777.20	\$13.00	\$8,070.00	\$12.00	\$7,416.00
	51	78000210	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	FOOT	654	\$3.22	\$2,106.68	\$3.08	\$2,014.32	\$3.00	\$1,962.00	\$3.00	\$1,962.00
	52	78000250	POLYUREA PAVEMENT MARKING TYPE I - LINE 12"	FOOT	935	\$7.13	\$6,666.55	\$6.82	\$6,376.70	\$7.00	\$6,545.00	\$6.20	\$5,797.00
	53	78000270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	76	\$16.00	\$1,216.00	\$15.40	\$1,170.40	\$15.00	\$1,140.00	\$14.00	\$1,064.00
	54	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	15	\$328.00	\$4,920.00	\$314.00	\$4,710.00	\$300.00	\$4,500.00	\$285.00	\$4,275.00
	55	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	15	\$230.00	\$3,450.00	\$220.00	\$3,300.00	\$220.00	\$3,300.00	\$200.00	\$3,000.00
	56	81000200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	147	\$130.00	\$19,020.00	\$110.00	\$16,170.00	\$120.00	\$17,540.00	\$105.00	\$15,435.00
	57	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	9	\$58.21	\$523.89	\$57.16	\$514.44	\$58.00	\$522.00	\$58.00	\$522.00
	58	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	47	\$127.00	\$5,969.00	\$124.65	\$5,858.55	\$130.00	\$6,110.00	\$127.00	\$5,969.00
	59	81400100	HANDHOLE	EACH	1	\$4,858.11	\$4,858.11	\$4,771.36	\$4,771.36	\$4,800.00	\$4,800.00	\$3,527.00	\$3,527.00
	60	81400200	HEAVY-DUTY HANDHOLE	EACH	1	\$5,706.62	\$5,706.62	\$5,604.72	\$5,604.72	\$5,500.00	\$5,500.00	\$4,557.00	\$4,557.00
	61	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	\$7,677.82	\$7,677.82	\$7,540.72	\$7,540.72	\$7,400.00	\$7,400.00	\$13,000.00	\$13,000.00
	62	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	FOOT	1141	\$6.42	\$7,325.22	\$6.20	\$7,088.20	\$6.20	\$7,074.00	\$5.50	\$6,273.00
	63	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	1124	\$9.00	\$10,116.00	\$8.60	\$9,662.40	\$9.00	\$10,140.00	\$8.00	\$9,000.00
	64	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	703	\$7.11	\$5,008.33	\$6.99	\$4,913.97	\$7.00	\$4,921.00	\$4.40	\$3,093.20
	65	87301305	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1PAIR	FOOT	1164	\$6.61	\$7,694.04	\$6.49	\$7,554.36	\$6.40	\$7,449.60	\$3.30	\$3,841.20
	66	87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	248	\$8.53	\$2,115.44	\$8.38	\$2,078.24	\$8.30	\$2,068.40	\$4.70	\$1,165.60
	67	87501200	TRAFFIC SIGNAL POST, 16 FT.	EACH	1	\$3,271.13	\$3,271.13	\$3,212.72	\$3,212.72	\$3,200.00	\$3,200.00	\$3,592.00	\$3,592.00
	68	87800100	CONCRETE FOUNDATION, TYPE A	FOOT	4	\$413.34	\$1,653.36	\$405.96	\$1,623.84	\$390.00	\$1,560.00	\$675.00	\$2,700.00
	69	87800200	DRILL EXISTING HANDHOLE	EACH	1	\$1,518.00	\$1,518.00	\$988.07	\$4,444.95	\$800.00	\$800.00	\$1,100.00	\$1,100.00
	70	88000500	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	3	\$1,398.71	\$4,196.13	\$1,373.74	\$4,121.22	\$1,400.00	\$4,200.00	\$1,850.00	\$5,550.00
	71	88102825	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, 1-FACE, BRACKET MOUNTED WITH COUNT DOWN TIMER	EACH	6								



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Accepting a Proposal from Strand Associates, Inc. for Construction Engineering for the Milwaukee Avenue Watermain and Sidewalk Project in an Amount Not to Exceed \$143,700 for FY 2026

DOLLAR AMOUNT: 143,700
BUDGETED: Yes
BUDGET SOURCE: Southeast-II TIF Capital Improvement Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a professional services proposal from Strand Associates, Inc. for construction engineering for the Milwaukee Avenue Watermain and Sidewalk Project for an amount not to exceed \$143,700. Public Works personnel do not have the ability to perform all required engineering inspection services necessary for this project and the numerous other infrastructure construction projects contracted during FY2026.

MEMO

Background:

The Milwaukee Avenue Watermain and Sidewalk Project includes the installation of approximately 2,000 lineal feet of 12-inch, 6-inch, and 4-inch diameter watermain pipe, valve vaults, fire hydrants, and 18,300 square feet of new sidewalk, as well as pavement patching, traffic signal modifications, and other miscellaneous work along Milwaukee Avenue.

Discussion:

Public Works personnel do not have the ability to perform all engineering inspection services needed for the numerous infrastructure construction projects contracted during FY2026. The size and scope of the watermain replacement project will require ongoing engineering inspections of underground utilities, curbs, sidewalks, pavement, and other improvements. Strand Associates, Inc. is one of the pre-qualified firms selected through the 2025 Qualifications-Based Selection (QBS) process. Strand also designed this construction project, and Public Works is confident in its ability to perform these services and reduce unnecessary change orders and contract overages.

Budget:

Southeast-II Tax Increment Financing Capital Improvement Funds in the amount of \$155,000 have been allocated for these services in 2026.

RESOLUTION NO. 26 - _____

RESOLUTION ACCEPTING A PROPOSAL FROM STRAND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING FOR THE MILWAUKEE AVENUE WATERMAIN AND SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED \$143,700 FOR FY 2026

WHEREAS, the installation of new watermain and new sidewalk on Milwaukee Avenue from Tower Drive to just north of Hintz Road is necessary; and

WHEREAS, the 2026 Capital Improvement Plan includes funding for the construction of this project in the Southeast-II Tax Increment Financing District; and

WHEREAS, in 2025 Public Works staff distributed a Request for Statements of Qualifications (SOQ) for engineering services to various firms and selected Strand Associates, Inc. as one of the qualified firms; and

WHEREAS, Strand Associates, Inc. has provided a proposal in the amount of \$143,700 for construction engineering services for the Milwaukee Avenue Watermain and Sidewalk Project; and

WHEREAS, performing this work is in the best interest of the Village in order maintain the condition of the municipal water distribution system;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to accept the proposal from Strand Associates, Inc. for the Milwaukee Avenue Watermain and Sidewalk Project in an amount not to exceed \$143,700.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



November 26, 2025

Mr. Kyle Goetzelmann, P.E., Civil Engineer
Village of Wheeling
Two Community Boulevard
Wheeling, IL 60090

Re: Proposal for Construction-Related Engineering Services
Milwaukee Avenue Sidewalk and Water Main Improvements

Dear Mr. Goetzelmann:

This Proposal presents Strand Associates, Inc.®'s (ENGINEER) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to Village of Wheeling, Illinois (OWNER), for construction-related engineering services of the Milwaukee Avenue Sidewalk and Water Main Improvements.

Project Understanding

This project, previously designed by ENGINEER, involves the installation of sidewalk, crosswalks, and pedestrian signal posts; traffic signal modifications; grading of ditches; 12-inch ductile iron water main; and compensatory storage along Milwaukee Avenue (US Route 45/IL Route 21) and Hintz Road. It is anticipated that construction will begin in Spring 2026.

Scope of Services

Proposed services can be described as follows.

1. Provide construction contract administration services including attendance at and preparation of meeting minutes for one preconstruction conference, review of up to two iterations of the contractor's shop drawing submittals, review of up to four of the contractor's pay requests and change order requests, attendance at and preparation of meeting minutes for up to four construction progress meetings, and assistance to OWNER with project closeout.
2. Provide a resident project representative for full-time observation of construction (up to 45 hours per week for up to 12 weeks) for an anticipated construction period of up to six months.
3. Provide construction material testing services, as follows, via a geotechnical engineering subconsultant to review whether construction materials generally conform with the Contract Documents.
 - a. Concrete air, slump, and strength tests for concrete patches, curb and gutter, driveways, and sidewalks.
 - b. Sampling and testing for optimum density and moisture content of backfill.
 - c. Spot compaction testing of trench backfill for open cut portions of the water main.
 - d. Compaction of hot-mix asphalt.

Mr. Kyle Goetzelmann, P.E., Civil Engineer
 Village of Wheeling
 Page 2
 November 26, 2025

4. Prepare for and attend a project completion walkthrough with the Illinois Department of Transportation and the Metropolitan Water Reclamation District of Greater Chicago.
5. Perform a final review site visit with OWNER and contractor. Prepare a list of items to be completed or corrected and provide to OWNER and contractor.
6. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with the OWNER.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to OWNER for securing land rights necessary for the project.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Review of Product Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products is not included.
6. Revising Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.
8. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in

Mr. Kyle Goetzelmann, P.E., Civil Engineer
Village of Wheeling
Page 3
November 26, 2025

this Proposal. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis an estimated not-to-exceed fee of \$143,700. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of an Agreement, which is anticipated the week of January 5, 2026. Services are scheduled for completion on September 1, 2026.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Proposal will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Proposal or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Proposal.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Proposal.

Mr. Kyle Goetzelmann, P.E., Civil Engineer
Village of Wheeling
Page 4
November 26, 2025

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay ENGINEER's performance.
5. Provide all legal services as may be required for the development of this project.
6. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Proposal.

Changes

1. OWNER may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at

Mr. Kyle Goetzelmann, P.E., Civil Engineer
Village of Wheeling
Page 5
November 26, 2025

ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Proposal are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Proposal or the performance or nonperformance of services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to

Mr. Kyle Goetzelmann, P.E., Civil Engineer
Village of Wheeling
Page 6
November 26, 2025

this Proposal. This mutual waiver is applicable, without limitation, due to either party's termination of this Proposal.

Terms and Conditions

The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services** and represent the entire Proposal and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3160.

Sincerely,

ENGINEER ASSOCIATES, INC.®



Marc A. Grigas, P.E.



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution for Improvement under the Illinois Highway Code (Construction and Construction Engineering for 2026 MFT Street Improvement Program)
DOLLAR AMOUNT: 1,618,235.21
BUDGETED: Yes
BUDGET SOURCE: Motor Fuel Tax funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Each year's Motor Fuel Tax (MFT) funded Street Improvement Program requires action on three items: a resolution approving the expenditure of funds, a resolution awarding a contract for construction engineering inspection services, and a resolution awarding the construction contract. This resolution approves an Illinois Department of Transportation (IDOT) resolution for the 2026 program utilizing Motor Fuel Tax (MFT) Funds, Capital Improvement Funds, and Storm Sewer Capital Improvement Funds from the Village's FY 2026 budget.

MEMO

Background:

Each year the Village resurfaces or reconstructs a portion of the roadway network to ensure that Village roads remain in acceptable condition. The proposed 2026 MFT Street Improvement Program will focus on street improvements in the Zelosky's, Wolf Point, Michael's Manor, Woodvale Lake Estates, Avalon-Sienna, New Trend's Brownstone Manor, Polo Run Unit Two, Kingsport Village North III, and McManoway's subdivisions. The project includes curb and gutter repair and replacement, asphalt pavement grinding and overlay, potential stone sub-base repair or replacement on certain streets, sidewalk repair, replacement and adjustment of drainage structures, parkway restoration, and other miscellaneous work necessary to complete these improvements. The estimated total roadway to be improved as a result of this contract is approximately 11,954 lineal feet.

Discussion:

The approval of this IDOT Bureau of Local Roads (BLR) 09110 form "Resolution for Improvement under the Illinois Highway Code" does not authorize the Village to use existing MFT funds at this time, but is required for the appropriation of \$1,618,235.21 of said funds from the Village's budget for street improvement projects during FY 2026. Once this resolution is passed by the Village, IDOT will review the program, and after IDOT approves this resolution along with the construction contract with Builders Paving and the engineering services agreement with Civiltech, the Village will then be authorized to use these funds to pay for the 2026 Road Program.

Budget:

The FY 2026 budget includes \$1,580,000 of MFT funds for construction and engineering services. The additional \$38,235.21 will be paid for using remaining MFT funds, as there is \$200,000 available from the hot-in-place recycling project that has been eliminated.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (26-), and Section Number (25-00100-00-RS)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Wheeling, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements: Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of MFT Funds :Milling and resurfacing of the existing pavement, pavement patching as identified, curb and gutter repairs, ADA Ramp and sidewalk improvements, drainage improvements and new pavement marking. Construction Engineering is also included in this Resolution.

2. That there is hereby appropriated the sum of one million, six hundred eighteen thousand, two hundred thirty five and 21/100 Dollars (\$1,618,235.21) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kathryn M. Brady, Village Clerk in and for said Village of Wheeling, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by President and Board of Trustees of Wheeling at a meeting held on February 02, 2026.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 2nd day of February, 2026.

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date

Department of Transportation

Printed 01/27/26 Page 1 of 1 BLR 09110 (Rev. 01/18/23) Page 55 of 270



Local Public Agency	County	Section Number
Village of Wheeling	Cook	25-00100-00-RS

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located on various municipal roadways within the Village of Wheeling, Cook County, Illinois. The project consists of the streets listed below:

- 5th Street
- Mayer Avenue
- 2nd Street
- Lee Street
- Sycamore Lane
- Cherrywood Lane
- Highgoal Drive
- Paddock Drive
- Derby Street
- Shawn Court
- Janice Court
- Muriel Court
- Jefferson Court
- Geneva Drive
- Charles Drive
- Lucerne Court
- Sienna Court
- Muret Court
- Charles Court
- Cantal Court
- Cherbourg Court

DESCRIPTION OF PROJECT

The work consists of HMA surface removal, Class D patching, utility structure adjustment, combination concrete curb and gutter removal and replacement, sidewalk removal and replacement, ADA ramp replacement, HMA surface course placement, landscape restoration, and all incidental and collateral work work necessary to complete the project as shown on the plans and as described herein.



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Contract with Builders Paving, LLC for the Motor Fuel Tax (MFT) Street Improvement Program in the Amount of \$1,878,949.21 in FY 2026
DOLLAR AMOUNT: 1,878,949.21
BUDGETED: Yes
BUDGET SOURCE: Motor Fuel Tax, Capital Improvement, and Storm Sewer Capital Improvement funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Each year's Motor Fuel Tax-funded Street Improvement Program requires action on three items: a resolution approving the expenditure of funds, a resolution awarding a contract for construction engineering inspection services, and a resolution awarding the construction contract. This resolution approves the attached \$1,878,949.21 contract with Builders Paving, LLC for construction of the 2026 Motor Fuel Tax (MFT) Street Improvement Program.

MEMO

Background:

Each year the Village resurfaces or reconstructs a portion of the roadway network to ensure that Village roads remain in acceptable condition. The proposed 2026 MFT Street Improvement Program will focus on street improvements in the Zelosky's, Wolf Point, Michael's Manor, Woodvale Lake Estates, Avalon-Sienna, New Trend's Brownstone Manor, Polo Run Unit Two, Kingsport Village North III, and McManoway's subdivisions. The project includes curb and gutter repair and replacement, asphalt pavement grinding and overlay, potential stone sub-base repair or replacement on certain streets, sidewalk repair, replacement and adjustment of drainage structures, parkway restoration, and other miscellaneous work necessary to complete these improvements. The estimated total roadway to be improved as a result of this contract is approximately 11,954 lineal feet.

Discussion:

Public Works staff published a request for bids for this project in January, and received and opened six bids on January 27, 2026. Builders Paving, LLC of Hillside, Illinois was determined to be the lowest-cost qualified and responsible bidder meeting all contract requirements, with a bid of \$1,878,949.21. Builders Paving specializes in roadway construction work and has successfully performed similar work for the Village numerous times.

This construction contract will involve the removal, adjustment, and/or replacement of pavement, curb and gutter, sidewalks, storm sewers, and drainage structures; restoration of parkways and private driveways will also be necessary to complete these improvements. Village engineering consultant Civiltech Engineering provided design and construction documents and will manage the documentation required by the Illinois Department of Transportation (IDOT). The MFT Street Improvement Program is an annual project managed by Public Works with funding derived from gasoline taxes collected by the state and subsequently distributed to municipalities throughout Illinois. Public Works anticipates the project will likely begin in May 2026 and will be completed by August 2026. This project will temporarily adversely impact local traffic in the areas named above.

Budget:

The FY 2026 budget for this project allocates \$1,420,000 of MFT funds, \$304,000 of Capital Improvement funds, and \$100,000 of Storm Sewer Capital Improvement funds toward this project, for a total of \$1,824,000. The additional \$54,949.21 will be paid using remaining MFT funds, as there is \$200,000 available from the hot-in-place recycling project that has been eliminated.

RESOLUTION NO. 26- _____

RESOLUTION APPROVING A CONTRACT WITH BUILDERS PAVING, LLC FOR THE MOTOR FUEL TAX (MFT) STREET IMPROVEMENT PROGRAM IN THE AMOUNT OF \$1,878,949.21 IN FY 2026

WHEREAS, the Village’s 2026 Budget has Motor Fuel Tax (MFT), Storm Sewer, and Capital Improvement funds approved and allocated for proposed roadway and storm sewer improvements within the Zelosky’s, Wolf Point, Michael’s Manor, Woodvale Lake Estates, Avalon-Sienna, New Trend’s Brownstone Manor, Polo Run Unit Two, Kingsport Village North III, and McManoway’s Subdivisions; and

WHEREAS, on January 27, 2026, the Village received and opened six (6) qualified bid proposals for this project, ranging in price between \$1.878 million and \$2.835 million; and

WHEREAS, the Village’s engineering consultant and Public Works personnel have reviewed the six (6) bid proposals and determined Builders Paving, LLC to be the lowest-cost qualified and responsible bidder meeting all contract requirements; and

WHEREAS, it is in the best interest of the Village of Wheeling to approve the attached Illinois Department of Transportation Formal Contract with Builders Paving, LLC for the 2026 MFT Street Improvement Program;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized and directed to execute a contract with Builders Paving, LLC for the 2026 MFT Street Improvement Project [Section 25-00100-00-RS] in the amount of \$1,878,949.21 in accordance with the unit prices in the bid proposal dated January 27, 2026, as attached hereto.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Contractor's Name

Builders Paving, LLC

Contractor's Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

STATE OF ILLINOIS

Local Public Agency

Village of Wheeling

County

Cook

Section Number

25-00100-00-RS

Street Name/Road Name

Various

Type of Funds

MFT+Local

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

Village President

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Wheeling	Various	Cook	25-00100-00-RS

1. THIS AGREEMENT, made and concluded the 2nd day of February, 2026 between the Village of Wheeling, known as the party of the first part, and Builders Paving, LLC, its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-00100-00-RS in Village of Wheeling, approved by the Illinois Department of Transportation on 01/02/26, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Wheeling
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date
 By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date
 By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
 By:

Steven Salinas, Vice President 2-2-26
(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date



Attest: Joseph Michael, Secretary 2-2-26

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Wheeling	Cook	Various	25-00100-00-RS

Bond information to be returned to Local Public Agency at 2 Community Blvd, Wheeling, IL 60090
Complete Address

We, Builders Paving, LLC - 4401 Roosevelt Road, Hillside, IL 60162
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, 5th flr- Schaumburg, IL 60196-1056
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of
One Million Eight Hundred Seventy-Eight Thousand Nine Hundred Forty-Nine & 21/100**

Dollars (\$1,878,949.21) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 2nd day of February, 2026
Day Month and Year

PRINCIPAL

Company Name
Builders Paving, LLC

Company Name

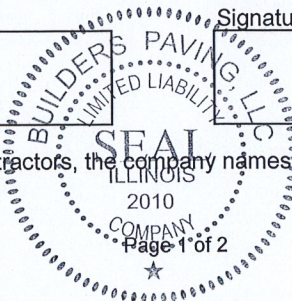
By Steven Salinas, Vice President 2-2-26
Signature & Date

By
Signature & Date

Attest Joseph Michael, Secretary 2-2-26
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)



STATE OF IL
COUNTY OF Cook

I, Cherie Lynn Brown, a Notary Public in and for said county, do hereby certify that
Notary Name

Steven Salinas and Joseph Michael

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of February, 2026
Day Month, Year



Notary Public Signature & Date 2-2-26

Cherie Lynn Brown

Date commission expires 10-2-29

SURETY

Name of Surety

Fidelity and Deposit Company of Maryland

Title

By:

James I. Moore
James I. Moore, Attorney-in-fact



STATE OF IL
COUNTY OF DuPage

I, Maria A. Gonzalez, a Notary Public in and for said county, do hereby certify that
Notary Name

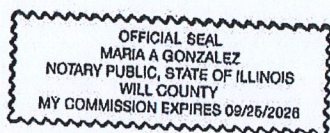
James I. Moore

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of February 2026
Day Month, Year

(SEAL)



Notary Public Signature & Date

Maria A. Gonzalez

Date commission expires 09/25/2028

Approved this 2nd day of February, 2026
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

[Signature Box]

Village

Clerk

Local Public Agency Type

Awarding Authority

Village of Wheeling

Awarding Authority Signature & Date

[Signature Box]

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Martin MOSS, Tariese M. PISCOTTO, Kelly A. GARDNER, Melissa SCHMIDT, Stasha KING, Jennifer J. MCCOMB, James I. MOORE of Downers Grove, Illinois**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 04th day of April, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 04th day of April, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of February, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2026

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

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

PRODUCER Hub International Midwest West 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No): E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Builders Paving, LLC 4401 Roosevelt Road Hillside IL 60162	BUILPAV-01	INSURER A: Zurich American Insurance Company NAIC # 16535 INSURER B: Allied World National Assurance Company 10690 INSURER C: Starr Indemnity and Liability 38318 INSURER D: Travelers Property Casualty Company of America 25674 INSURER E: TransGuard Insurance Company of America 28886 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1846727493

REVISION NUMBER:

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

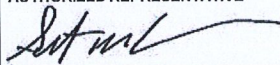
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GLO 4281634-05	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 4281635-05	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0313-7353	3/1/2025	3/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 4281632-05	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D C E	Excess Liability (\$5M x/s \$5M) Excess Liability (\$5M x/s \$10M) Leased/ Rented Equipment			EX-8X949904-25-NF 1000588844251 IMP4000651-02	3/1/2025 3/1/2025 3/1/2025	3/1/2026 3/1/2026 3/1/2026	Each Occ./Aggregate Each Occ./Aggregate Limit/Deductible	5,000,000 5,000,000 1,000,000/5,000

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

RE: Builders Job No. 90-26010 Village of Wheeling - 2026 MFT Street Improvement Program

Village of Wheeling is included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.

CERTIFICATE HOLDER**CANCELLATION**

Village of Wheeling 2 Community Blvd Wheeling IL 60090	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4281634-05	Effective Date:
---------------------------	-----------------

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

2026 MFT Roadway Resurfacing Project (#9971314)
 Owner: Village of Wheeling
 Solicitor: Wheeling IL, Village of
 01/27/2026 09:00 AM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Builders Paving, LLC		Schroeder Asphalt Services, Inc.		MANEVAL CONSTRUCTION		Peter Baker & Son Co		A Lamp Concrete Contractors, Inc.		Everlast Blacktop Inc		
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price
Base Bid																				
	1	20101000	TEMPORARY FENCE	FOOT	400		\$0.00	\$1.00	\$1,878,949.21	\$3.30	\$2,178,099.38	\$0.05	\$2,232,750.00	\$3.00	\$2,239,798.98	\$5.00	\$2,446,514.38	\$3.00	\$2,835,116.48	
	2	20101200	TREE ROOT PRUNING	EACH	30			\$10.00	\$300.00	\$140.00	\$4,200.00	\$131.25	\$3,937.50	\$100.00	\$3,000.00	\$125.00	\$3,750.00	\$180.00	\$5,400.00	
	3	20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	10			\$10.00	\$100.00	\$95.00	\$950.00	\$89.25	\$892.50	\$300.00	\$3,000.00	\$85.00	\$850.00	\$100.00	\$1,000.00	
	4	20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	10			\$10.00	\$100.00	\$385.00	\$3,850.00	\$367.50	\$3,675.00	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$100.00	\$1,000.00	
	5	20200100	EARTH EXCAVATION	CU YD	486			\$15.00	\$7,290.00	\$52.00	\$25,272.00	\$44.00	\$21,384.00	\$25.00	\$12,150.00	\$35.00	\$17,010.00	\$44.00	\$21,384.00	
	6	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	482			\$5.00	\$2,410.00	\$55.00	\$26,510.00	\$34.00	\$16,388.00	\$96.00	\$46,272.00	\$35.00	\$16,870.00	\$44.00	\$21,208.00	
	7	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2652			\$5.00	\$13,260.00	\$5.50	\$14,586.00	\$12.25	\$32,487.00	\$5.00	\$13,260.00	\$6.50	\$17,238.00	\$6.00	\$15,912.00	
	8	25000400	NITROGEN FERTILIZER NUTRIENT	POUND	60			\$3.00	\$180.00	\$4.00	\$240.00	\$3.15	\$189.00	\$3.00	\$180.00	\$1.00	\$60.00	\$1.00	\$60.00	
	9	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	60			\$3.00	\$180.00	\$4.00	\$240.00	\$3.15	\$189.00	\$3.00	\$180.00	\$1.00	\$60.00	\$1.00	\$60.00	
	10	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	60			\$3.00	\$180.00	\$4.00	\$240.00	\$3.15	\$189.00	\$3.00	\$180.00	\$1.00	\$60.00	\$1.00	\$60.00	
	11	25100630	EROSION CONTROL BLANKET	SQ YD	2652			\$3.00	\$7,956.00	\$3.30	\$8,751.60	\$3.15	\$8,353.80	\$3.00	\$7,956.00	\$6.50	\$17,238.00	\$2.00	\$5,304.00	
	12	28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	66			\$1.00	\$66.00	\$1.15	\$75.90	\$2.00	\$1,386.00	\$1.00	\$66.00	\$1.00	\$66.00	\$2.00	\$132.00	
	13	28000510	INLET FILTERS	EACH	77			\$115.00	\$8,855.00	\$150.00	\$11,550.00	\$210.00	\$16,170.00	\$125.00	\$9,625.00	\$15.00	\$1,155.00	\$135.00	\$10,395.00	
	14	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	482			\$5.00	\$2,410.00	\$70.00	\$33,740.00	\$36.25	\$17,472.50	\$68.00	\$32,776.00	\$30.00	\$14,460.00	\$58.00	\$27,956.00	
	15	31101100	SUBBASE GRANULAR MATERIAL, TYPE B	CU YD	205			\$16.00	\$3,280.00	\$65.00	\$13,325.00	\$42.15	\$8,640.75	\$68.00	\$13,940.00	\$100.00	\$20,500.00	\$68.00	\$11,890.00	
	16	31101191	SUBBASE GRANULAR MATERIAL, TYPE B 3"	SQ YD	2571			\$1.00	\$2,571.00	\$4.00	\$10,284.00	\$3.75	\$9,641.25	\$1.00	\$2,571.00	\$8.75	\$22,496.25	\$5.00	\$12,855.00	
	17	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	1465			\$2.00	\$2,930.00	\$4.00	\$5,860.00	\$5.00	\$7,325.00	\$2.00	\$2,930.00	\$11.50	\$16,847.50	\$6.00	\$8,790.00	
	18	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	18158			\$0.01	\$181.58	\$0.01	\$181.58	\$0.70	\$12,710.60	\$0.01	\$181.58	\$0.01	\$181.58	\$0.01	\$181.58	
	19	40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	75			\$100.00	\$7,500.00	\$300.00	\$22,500.00	\$82.00	\$6,150.00	\$150.00	\$11,250.00	\$200.00	\$15,000.00	\$490.00	\$36,750.00	
	20	40600900	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N50	TON	183			\$40.00	\$7,320.00	\$125.00	\$22,875.00	\$77.00	\$14,091.00	\$100.00	\$18,300.00	\$130.00	\$23,790.00	\$142.00	\$25,986.00	
	21	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	426			\$15.00	\$6,390.00	\$8.00	\$3,408.00	\$0.40	\$170.40	\$1.00	\$426.00	\$15.25	\$6,496.50	\$22.00	\$9,372.00	
	22	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	4673			\$83.00	\$387,859.00	\$93.00	\$434,589.00	\$105.20	\$491,599.60	\$98.00	\$457,954.00	\$100.00	\$467,300.00	\$137.00	\$640,201.00	
	23	42001300	PROTECTIVE COAT	SQ YD	5685			\$0.01	\$56.85	\$1.50	\$8,527.50	\$2.50	\$14,212.50	\$0.01	\$56.85	\$0.01	\$56.85	\$4.00	\$22,740.00	
	24	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	1980			\$27.50	\$54,450.00	\$100.00	\$198,000.00	\$106.05	\$209,979.00	\$65.00	\$128,700.00	\$85.00	\$168,300.00	\$108.00	\$213,840.00	
	25	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	13071			\$12.75	\$166,655.25	\$9.70	\$126,788.70	\$10.50	\$137,245.50	\$12.75	\$166,655.25	\$8.50	\$111,103.50	\$12.00	\$156,852.00	
	26	44000156	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	SQ YD	41627			\$4.15	\$172,752.05	\$1.80	\$74,928.60	\$2.00	\$83,254.00	\$3.50	\$145,694.50	\$2.85	\$118,636.95	\$3.00	\$124,881.00	
	27	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2190			\$10.89	\$23,849.10	\$7.00	\$15,330.00	\$3.25	\$7,117.50	\$12.00	\$26,280.00	\$10.75	\$23,542.50	\$18.00	\$39,420.00	
	28	44000600	SIDEWALK REMOVAL	SQ FT	11365			\$2.50	\$28,412.50	\$2.15	\$24,434.75	\$2.50	\$28,412.50	\$2.50	\$28,412.50	\$1.25	\$14,206.25	\$2.00	\$22,730.00	
	29	44201701	CLASS D PATCHES, TYPE I, 5 INCH	SQ YD	445			\$5.00	\$2,225.00	\$5.00	\$2,225.00	\$27.50	\$12,337.50	\$30.00	\$13,350.00	\$50.00	\$22,250.00	\$61.00	\$27,145.00	
	30	44201705	CLASS D PATCHES, TYPE II, 5 INCH	SQ YD	1166			\$5.00	\$5,830.00	\$5.00	\$5,830.00	\$28.00	\$32,648.00	\$30.00	\$34,980.00	\$42.00	\$48,972.00	\$51.00	\$59,466.00	
	31	44201709	CLASS D PATCHES, TYPE III, 5 INCH	SQ YD	1085			\$5.00	\$5,425.00	\$5.00	\$5,425.00	\$28.00	\$30,380.00	\$30.00	\$32,550.00	\$38.00	\$41,230.00	\$51.00	\$55,335.00	
	32	44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	647			\$5.00	\$3,235.00	\$5.00	\$3,235.00	\$30.00	\$19,410.00	\$30.00	\$19,410.00	\$38.00	\$24,586.00	\$51.00	\$32,997.00	
	33	44201725	CLASS D PATCHES, TYPE I, 7 INCH	SQ YD	41			\$7.00	\$287.00	\$7.00	\$287.00	\$42.00	\$1,722.00	\$40.00	\$1,640.00	\$75.00	\$3,075.00	\$80.00	\$3,280.00	
	34	44201729	CLASS D PATCHES, TYPE II, 7 INCH	SQ YD	122			\$7.00	\$854.00	\$7.00	\$490.00	\$41.00	\$5,002.00	\$40.00	\$4,880.00	\$60.00	\$7,320.00	\$70.00	\$8,540.00	
	35	44201733	CLASS D PATCHES, TYPE III, 7 INCH	SQ YD	102			\$7.00	\$714.00	\$7.00	\$490.00	\$43.00	\$4,386.00	\$40.00	\$4,080.00	\$55.00	\$5,610.00	\$70.00	\$7,140.00	
	36	44201735	CLASS D PATCHES, TYPE IV, 7 INCH	SQ YD	56			\$7.00	\$392.00	\$7.00	\$490.00	\$53.00	\$2,861.00	\$40.00	\$2,240.00	\$55.00	\$3,080.00	\$88.00	\$4,928.00	
	37	44201761	CLASS D PATCHES, TYPE I, 10 INCH	SQ YD	180			\$10.00	\$1,800.00	\$10.00	\$1,800.00	\$57.00	\$10,260.00	\$50.00	\$9,000.00	\$100.00	\$18,000.00	\$99.00	\$17,820.00	
	38	44201765	CLASS D PATCHES, TYPE II, 10 INCH	SQ YD	736			\$10.00	\$7,360.00	\$10.00	\$7,360.00	\$57.25	\$42,136.00	\$50.00	\$36,800.00	\$85.00	\$62,560.00	\$97.00	\$71,392.00	
	39	44201769	CLASS D PATCHES, TYPE III, 10 INCH	SQ YD	509			\$10.00	\$5,090.00	\$10.00	\$5,090.00	\$59.00	\$30,031.00	\$50.00	\$25,450.00	\$72.00	\$36,648.00	\$97.00	\$49,373.00	
	40	44201771	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	268			\$10.00	\$2,680.00	\$10.00	\$2,680.00	\$58.00	\$15,544.00	\$50.00	\$13,400.00	\$72.00	\$19,296.00	\$104.00	\$27,872.00	
	41	56500600	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	25			\$100.00	\$2,500.00	\$260.00	\$6,500.00	\$459.00	\$11,475.00	\$234.00	\$5,850.00	\$250.00	\$6,250.00	\$300.00	\$7,500.00	
	42	60266600	VALVE BOXES TO BE ADJUSTED	EACH	1			\$390.00	\$390.00	\$505.00	\$505.00	\$1,935.00	\$1,935.00	\$460.00	\$460.00	\$585.00	\$585.00	\$500.00	\$500.00	
	43	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1			\$415.00	\$415.00	\$510.00	\$510.00	\$630.00	\$630.00	\$465.00	\$465.00	\$560.00	\$560.00	\$550.00	\$550.00	
	44	60406001	FRAMES AND LIDS, TYPE 1, ADA COMPLIANT, OPEN LID	EACH	2			\$510.00	\$1,020.00	\$510.00	\$1,020.00	\$630.00	\$1,260.00	\$465.00	\$930.00	\$675.00	\$1,350.00	\$550.00	\$1,100.00	
	45	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1			\$425.00	\$425.00	\$510.00	\$510.00	\$630.00	\$630.00	\$465.00	\$465.00	\$560.00	\$560.00	\$550.00	\$550.00	
	46	60608562	COMBINATION CURB AND GUTTER, TYPE M-4.12	FOOT	31			\$60.00	\$1,860.00	\$45.00	\$1,395.00	\$50.00	\$1,550.00	\$60.00	\$1,860.00	\$25.00	\$775.00	\$200.00	\$6,200.00	
	47	67100100	MOBILIZATION	L SUM	1			\$272,769.38	\$272,769.38	\$15,000.00	\$15,000.00	\$86,898.10	\$86,898.10	\$131,613.00	\$131,613.00	\$146,000.00	\$146,000.00	\$105,985.66	\$105,985.66	
	48	70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1			\$32,700.00	\$32,700.00	\$22,000.00	\$22,000.00	\$525.00	\$525.00	\$31,524.00	\$31,524.00	\$180,000.00	\$180,000.00	\$79,489.24	\$79,489.24	
	49	70102622	TRAFFIC CONTROL AND PROTECTION, STANDARD 701502	L SUM	1			\$1.00	\$1.00	\$1.00	\$1.00	\$525.00	\$525.00	\$273.00	\$273.00	\$1.00	\$1.00	\$1.00	\$1.00	
	50	70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	L SUM	1			\$2,270.00	\$2,270.00	\$1.00	\$1.00	\$525.00	\$525.00	\$273.00	\$273.00	\$1.00	\$1.00	\$1.00	\$1.00	
	51	70102630	TRAFFIC CONTROL AND PROTECTION, STANDARD 701601	L SUM	1			\$1.00	\$1.00	\$1.00	\$1.00	\$525.00	\$525.00	\$273.00	\$273.00	\$1.00	\$1.00	\$1.00	\$1.00	
	52	70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1			\$1.00	\$1.00	\$1.00	\$1.00	\$262.50	\$262.50	\$4,459.00	\$4,459.00					



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

January 27, 2026

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

Re: 2026 MFT Street Improvement Program
Section No. 25-00100-00-RS
Award Recommendation

Dear Mr. Pelli:

Bids were opened for the subject project on January 27, 2026 at 9:00 am.
The bids have been reviewed and tabulated as follows:

<u>Bidder</u>	<u>Bid Price</u>
Engineer's Estimate	\$2,435,063.50
Builder's Paving, LLC	\$1,878,949.21
Schroeder Asphalt Services, Inc.	\$2,178,099.38
Maneval Construction	\$2,232,750.00
Peter Baker & Son Co.	\$2,239,798.98
A Lamp Concrete Contractors, Inc.	\$2,446,514.38
Everlast Blacktop Inc.	\$2,835,116.48

The lowest responsive, responsible bidder was Builder's Paving, LLC. We recommend awarding the contract to Builder's Paving, LLC in the amount of \$1,878,949.21. Civiltech and the Village have worked with Builder's Paving, LLC on past projects of similar scope. They have completed the work satisfactorily and are IDOT prequalified.

Please let us know if you have any questions.

Very truly yours,

Nathan E. Murphy, P.E.
Project Manager

Civiltech Engineering, Inc.



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Proposal from Civiltech Engineering, Inc. to Provide Construction Engineering Inspections for the 2026 MFT Street Improvement Program in an Amount Not to Exceed \$143,286
DOLLAR AMOUNT: 143,286
BUDGETED: Yes
BUDGET SOURCE: Motor Fuel Tax funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

Each year's Motor Fuel Tax (MFT) funded Street Improvement Program requires action on three items: a resolution approving the expenditure of funds, a resolution awarding a contract for construction engineering inspection services, and a resolution awarding the construction contract. This resolution approves a \$143,286 professional services agreement with Civiltech Engineering, Inc. to provide construction engineering inspections for the 2026 program.

MEMO

Background:

The 2026 MFT Street Improvement Program will focus on street improvements in Zelosky's, Wolf Point, Michael's Manor, Woodvale Lake Estates, Avalon-Sienna, New Trend's Brownstone Manor, Polo Run Unit Two, Kingsport Village North III, and McManoway's Subdivisions. The project includes curb and gutter repair and replacement, asphalt pavement grinding and overlay, potential stone sub-base repair or replacement on certain streets, sidewalk repair, replacement and adjustment of drainage structures, parkway restoration, and other miscellaneous work necessary to complete these improvements. The estimated total roadway to be improved as a result of this contract is approximately 11,954 lineal feet.

Discussion:

Public Works personnel do not have the ability to perform all required engineering inspection services necessary for the numerous projects contracted during a given fiscal year. In this case technical engineering inspections and detailed Illinois Department of Transportation documentation are required for the subject construction work. Civiltech Engineering, Inc. performed these same services for last year's Street Improvement Program, and Public Works staff is confident Civiltech will perform well again this year. Staff anticipates that this project will begin in May 2026 and will be completed in August 2026, similar to previous MFT Street Improvement Programs. The project will impact local access to streets during the construction process, and staff will ensure all affected residents are notified in a timely manner.

Budget:

Motor Fuel Tax funds in the amount of \$160,000.00 are budgeted for these services during FY 2026.

RESOLUTION NO. 26- _____

RESOLUTION APPROVING A PROPOSAL FROM CIVILTECH ENGINEERING, INC. TO PROVIDE CONSTRUCTION ENGINEERING INSPECTIONS FOR THE 2026 MFT STREET IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$143,286

WHEREAS, the 2026 Motor Fuel Tax (MFT) Street Improvement Program will take place in the Zelosky's, Wolf Point, Michael's Manor, Woodvale Lake Estates, Avalon-Sienna, New Trend's Brownstone Manor, Polo Run Unit Two, Kingsport Village North III, and McManoway's subdivisions; and

WHEREAS, given the extensive and complicated scope of work for these improvements and Illinois Department of Transportation (IDOT) documentation requirements, Public Works staff has determined that it is necessary for a qualified consulting firm to provide construction supervision for the specified improvements; and

WHEREAS, Civiltech Engineering, Inc. designed this project, and Public Works staff is confident in their abilities to perform construction engineering services; and

WHEREAS, it is in the best interest of the Village to accept the submitted construction engineering services agreement with Civiltech Engineering, Inc. for the 2026 MFT Street Improvement Program;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to accept a proposal from Civiltech Engineering, Inc. for construction engineering services for the 2026 MFT Street Improvement Program in an amount not to exceed \$143,286.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For MFT-CE

Agreement Type Original

Using State Funds (Non-MFT)? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency: Wheeling, County: Cook, Section Number: 25-00100-00-RS, Job Number: [blank], Project Number: N/A, Contact Name: Kyle Goetzelmann, Phone Number: (847) 499-9053, Email: kgoetzelmann@wheelingil.gov

SECTION PROVISIONS

Local Street/Road Name: Various, Key Route: [blank], Length: 2.26 mi, Structure Number: N/A, Location Termini: Various, Add Location, Remove Location

Project Description: Phase III professional engineering services related to the construction engineering of pavement resurfacing on various streets throughout the Village of Wheeling.

Engineering Funding: MFT/TBP, State, Other; Anticipated Construction Funding: Federal, MFT/TBP, State, Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Civiltech Engineering, Inc., Contact Name: James D. Ewers, PE, Phone Number: (630) 735-3383, Email: jewers@civiltechinc.com, Address: Two Pierce Pl., Suite 1400, City: Itasca, State: IL, Zip Code: 60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Summary Sheet
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$121,286.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$22,000.00
Subconsultant Total		\$22,000.00
Prime Consultant Total		\$121,286.00
Total for all work		\$143,286.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

Village

of

Wheeling

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Wheeling

Village

Clerk

Village President

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Vice President

Title

President

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	25-00100-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A



Exhibit A

Scope of Services Phase III Construction Engineering

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Wheeling.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
 - o Concrete
 - o Hot-Mix Asphalt
 - o Soils
 - o Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	25-00100-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	25-00100-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Village of Wheeling	County Cook	Section Number 25-00100-00-RS
Prime Consultant (Firm) Name Civiltech Engineering, Inc.	Prepared By James D. Ewers, P.E.	Date 1/26/2026
Consultant / Subconsultant Name Civiltech Engineering, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	5	MONTHS	OVERHEAD RATE	134.33%
START DATE	4/20/2026		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2027		% OF RAISE	3.00%
END DATE	9/19/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/20/2026	9/19/2026	5	100.00%

Local Public Agency

Village of Wheeling

County

Cook

Section Number

25-00100-00-RS

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	95	\$90.00	\$8,550.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	42	\$0.86	\$36.12
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost	10	\$10.00	\$100.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$8,686.12

Local Public Agency

Village of Wheeling

County

Cook

Section Number

25-00100-00-RS

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Res. Engr. V	65.32	128.0	15.40%	10.06	64	10.17%	6.65	64	31.68%	20.70									
Res. Engr. III	47.33	637.0	76.65%	36.28	510	81.08%	38.38	127	62.87%	29.76									
Res. Engr. I	37.07	0.0																	
Field Technician I	31.25	0.0																	
Chief Layout Specialist	44.80	52.0	6.26%	2.80	48	7.63%	3.42	4	1.98%	0.89									
Structural Engr. III	45.00	0.0																	
Senior Proj Mngr (QA Rep)	77.29	14.0	1.68%	1.30	7	1.11%	0.86	7	3.47%	2.68									
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TOTALS		831.0	100%	\$50.45	629.0	100.00%	\$49.30	202.0	100%	\$54.02	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Accepting a Proposal from Metropolitan Pump Company for Milwaukee Lift Station Improvements in the Amount of \$157,807
DOLLAR AMOUNT: \$157,807
BUDGETED: Yes
BUDGET SOURCE: Sanitary Sewer Capital Improvement funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The Milwaukee Lift Station requires scheduled component replacements, including pump replacement, wet-well modifications, and a control panel upgrade. This sanitary lift station plays an important role in pumping sanitary effluent with substantial flows, handling sewage along Milwaukee Avenue. Public Works staff recommends approving a proposal from Metropolitan Pump Company in the amount of \$157,807.00 for Milwaukee Lift Station improvements.

MEMO

Background:

The existing Milwaukee Sanitary Sewer Lift Station at 342 S. Milwaukee Avenue was constructed in 1982. The station is a duplex submersible lift station consisting of a control panel / traffic box, a wet-well, and two submersible pumps. Each pump creates a total of 1.5 horsepower and is capable of pumping 100 gallons per minute. This sanitary lift station plays an important role in dealing with substantial flows along Milwaukee Avenue.

Discussion:

In 2018–2019 the Village completed a condition assessment at all Village sanitary and storm sewer lift stations. At the time of the assessment, the condition of the Milwaukee station was good, and no immediate issues were observed. The assessment determined that the control panel / traffic box that operates the station is an older model in need of eventual replacement, that the pumps are obsolete and should be upsized and replaced, and that wet-well modifications such as new guide-rails and base elbows are necessary.

This project includes a stainless-steel control panel with touchscreen, three new pumps, and an upgraded wet-well including new guide-rail components, base elbows, and discharge valves.

The Village owns and operates eleven lift stations that primarily use Metropolitan Pump component parts. Public Works is satisfied with the mechanical performance of these pumps and desires to continue to replace them with in-kind equipment from the same manufacturer. In addition to the performance of the mechanical pump componentry, staff has been satisfied with the support services provided by the manufacturer's service department. When Public Works personnel cannot diagnose or repair the stations, Metropolitan Pump Company has provided excellent service. Therefore, staff seeks to maintain compatibility with existing components and to retain the services of Metropolitan Pump. The attached proposal from Metropolitan Pump includes control panel improvements that will make the upgraded station compatible with the majority of other existing lift stations owned by the Village.

Budget:

Sanitary Sewer Capital Improvement funds in the amount of \$150,000 have been allocated for this project in FY 2026. The cost is higher than the originally budgeted amount due to a change in the control panel location, which is recommended by the electrical contractor for safety purposes.

RESOLUTION NO. 26- _____

RESOLUTION ACCEPTING A PROPOSAL FROM METROPOLITAN PUMP COMPANY FOR MILWAUKEE LIFT STATION IMPROVEMENTS IN THE AMOUNT OF \$157,807

WHEREAS, a condition assessment of the Village’s eleven lift stations has revealed that the Milwaukee Lift Station needs repair; and

WHEREAS, this project will include control panel replacement, new pump installation, wet-well modifications, and installation of associated parts; and

WHEREAS, the Village’s lift stations are operated primarily with Metropolitan Pump Company component parts, and it is in the Village’s best interest to maintain compatibility with existing equipment; and

WHEREAS, per Title 2, Section 2.25.150 of the Village of Wheeling municipal code, competitive bidding is not required for purchases of personal property that is compatible with existing equipment or systems; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept a proposal from Metropolitan Pump Company in the amount of \$157,807 for the Milwaukee Lift Station Improvements;

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 \$157,807 proposal for the Milwaukee Lift Station Improvements from Metropolitan Pump Company of Romeoville, Illinois, dated December 24, 2025 and attached hereto, is hereby approved.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

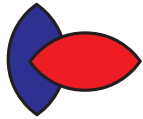
Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

METROPOLITAN PUMP COMPANY

QUOTATION



A Division of Metropolitan Industries, Inc.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

Page 1 of 3

TO: Mr. Jeff Wolfgram
Village of Wheeling
Jeff Wolfgram <JWolfgram@wheelingil.gov>

PROJECT: Milwaukee Ave. LS Upgrades
Wheeling, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

Pump Replacement

Furnish Qty (2) KSB Model ARX F max 80-150 Heavy Duty Submersible Pumps with recessed/vortex impellers. Each pump to be 2.05 HP at 460 volt, 3 phase, 1768 RPM. Pump cable to have 50ft.

Furnish Qty (1) Spare Pump KSB Model ARX F max 80-150 Heavy Duty Pump 2.05 HP, 460V/3Ph, 50ft. Cord.

Each pump to include a lifting handle, stainless steel lifting chain and claw to mate to the new base elbow as shown below.

Wet Well Modifications

- Furnish Qty 2) 4" Base Elbows with Accessory Kits with installation.
- Furnish 2" Schedule 40 Stainless Steel Guiderails with installation.
- Furnish Qty (2) New Discharge Flange and Accessory Kits (Mounted to new pumps)
- Removal of existing rails and brackets; replacement items will be installed during outage.
- New Pumps are included in this upgrade (See description above for pumps.)
- Remove and replace all existing pumps and accessories in the wet well only.
- Remove and replace discharge valves in the valve vault.
- Note: The Village will be responsible for bypass and diverting flows for entry and remediation activities.
- Existing Hatch to remain in place and to be reused.

Continued on page #2

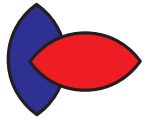
TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Quotation No:	<u>KT122325MN</u>
Firm:	_____	Submitted:	<u>12/24/2025</u>
By:	_____	Void after:	<u>30 days</u>
Title:	_____	Prepared By:	<u>Ken Turnquist</u>

METROPOLITAN PUMP COMPANY

QUOTATION



A Division of Metropolitan Industries, Inc.

Page 2 of 3

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

PROJECT: Milwaukee Ave. LS Upgrades
Wheeling, Illinois

Continued From Page #1

Control Panel Upgrade

Furnish Qty (1) New Duplex Control Panel mounted in a Nema 4X Stainless Steel Enclosure. Panel shall include the following:

- Qty (1) UL Approval
- Qty (1) PLC (AB 1400), HMI (7" Cimon), memory module and Ethernet Switch, with misc. components.
- LMS II program
- Qty (1) Power Supply
- Qty (1) DC UPS Components
- Qty (1) Intrinsically Safe relay for float switches, 5 channel
- Qty (1) Intrinsically safe barrier for transducer.
- Qty (2) KSB Sensor Relays
- Qty (1) Non Fusible panel disconnect with handle and shaft.
- Qty (2) Motor Starter Contactor
- Qty (2) Thermal overload relay.
- Qty (2) Circuit Breakers.
- Qty (1) Lug kit.
- Qty (1) Transformer
- Qty (1) Lot: Circuit breakers, fuse blocks & fuses.
- Qty (1) Lot: Distribution blocks, terminal blocks & lugs (All Alarms Required)
- Qty (1) Lot: Relays, Timers & Sockets (Alternator Relay & Power Fail Start Timer)
- Qty (1) Lot: Operator Controls. 22mm (HOA, Run, Reset, Seal Fail, thermal, XTCR/Float Mode & HWL
- Qty (1) Lot: Misc. Materials (ETM)
- Qty (1) Caged Alarm Light Fixture, Frosted Red Globe, LED bulb, flasher.
- Qty (1) Heater
- Qty (1) DC Power Supply.
- Qty (1) UPS control unit with battery module and gel cell battery.
- Qty (1) Lightning arrester, TVSS surge protector device.
- Qty (1) E&H Submersible level transducer with 50ft of cable.

Continued on page #3

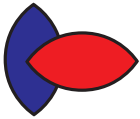
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Accepted: _____	Quotation No: <u>KT122325MN</u>
Firm: _____	Submitted: <u>12/24/2025</u>
By: _____	Void after: <u>30 Days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

METROPOLITAN PUMP COMPANY

QUOTATION



A Division of Metropolitan Industries, Inc.

Page 3 of 3

37 FORESTWOOD DR. • ROMEVILLE, IL 60446-1343
(815) 886-9200 • FAX: (815) 886-4573
WWW.METROPOLITAININD.COM

PROJECT: Milwaukee Ave. LS Upgrades
Wheeling, Illinois

Control Panel Upgrade continued from page #2

Scope

Furnish and install electric per site meeting and requirements with inclusions and exclusions.

Option #1 (Installed in the same location with door facing north)

We will require bypass pumping by the Village of Wheeling and the control panel will be installed in the same location with door facing North.

Total Price For The Wet Well Modifications, Control Panel, Pumps, Accessories and Installation is:
(Start-Up & Freight Included)

\$147,328.00
(Taxes Not Included)

Option #2 (Installed on east side of wall)

Installation on east side of wall, bypass may not be required, install new conduits to wet well and bollards for protection. Furnish and install stainless steel freestanding rack for equipment. Existing stairs to wet well will be relocated South.

Total Price For The Wet Well Modifications, Control Panel, Pumps, Accessories and Installation is:
(Start-Up & Freight Included)

\$157,807.00
(Taxes Not Included)

Inclusions:

- Removal of existing control panel and meter.
- Furnish and install an additional conduit for floats.
- Furnish and Install a new 480 V service, meter, double throw switch and gen receptacle.
- Installation and Terminations in the new control panel.
- Start Up of the new pumps and controls and training included. .

Exclusions:

- Permit fees, taxes, utility fees, allowances, premium time, and performance bond.
- Temp power and bypass pumping.
- Control panel Arc Flash Study and Power System Study is not included.
- Landscaping and premium time is not included.

TERMS: Net 30 days from the date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: _____	KT122325MN
Firm: _____	Submitted: _____	24-Dec
By: _____	Void after: _____	30 Days
Title: _____	Prepared By: _____	Ken Turnquist

Wheeling

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL; and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge. F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

(a) The price provided in the order for all articles or materials which have been completed prior to termination.

(b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.

(c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

(a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.

(b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Authorizing Acceptance of a Sourcewell Contract with Interstate Energy Systems for an Emergency Generator at Public Works in the Amount of \$408,095
DOLLAR AMOUNT: \$408,095
BUDGETED: Yes
BUDGET SOURCE: Capital Improvement Funds
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

This resolution approves a proposal from Interstate Energy Systems in the amount of \$408,095 for the replacement of the Public Works emergency generator, a purchase competitively bid through Sourcewell, a national public bidding agency. The project includes the removal and replacement of the generator, transfer switch, generator pad, and associated electrical connections.

MEMO

Background:

The backup power generator at Public Works has experienced several performance interruptions over the past three years, including power transfer failures, controls failures, and generator failures. Based on these service interruptions and repair costs, staff included replacement of this backup generator in the 2026 Capital Improvement Plan. A new backup generator and pad, along with an upgrade of the transfer switch, are necessary to provide reliable backup power to the Public Works facility in the event of a power disruption.

Discussion:

As part of the design of the replacement unit, staff contracted with electrical engineer Howard S. Chez & Associates to properly size the new generator, pad, and transfer switch, and to obtain proposals from Interstate Energy Systems and Altorfer Power Systems. Of the two proposals received, Interstate Energy Systems provides the best value, along with a much shorter lead time to get the project completed this year. This proposal includes an extended warranty, training, and a coordination study of the circuit breakers to optimize performance of the electrical system.

Sourcewell has issued a contract to Interstate Energy Systems for the provision of a generator that meets the requirements for emergency power usage at Public Works. The Village has had a long and successful relationship with Sourcewell and its joint purchasing program, which has historically provided favorable pricing on numerous capital improvement items necessary for continued operations within the Village.

This project will tentatively start in July 2026 and be completed by September 2026. There will be minimal impacts on traffic in the area of the project.

Budget:

Capital Improvement funds in the amount of \$420,000 have been approved for this project in FY2026.

RESOLUTION NO. 26- _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A SOURCEWELL CONTRACT
WITH INTERSTATE ENERGY SYSTEMS FOR AN EMERGENCY GENERATOR AT PUBLIC
WORKS IN THE AMOUNT OF \$408,095**

WHEREAS, the existing generator that provides emergency power at Public Works has reached the end of its serviceable life and is identified in the Capital Improvement Plan (CIP) for replacement in FY 2026; and

WHEREAS, Sourcewell solicits and receives competitive bids for different types of municipal equipment and has issued a contract to Interstate Energy Systems to furnish and install a generator that meets the Village’s specifications; and

WHEREAS, the Village has had a long and successful relationship with Sourcewell and its joint purchasing program, which has historically provided favorable pricing on numerous capital improvement items for municipalities; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the Sourcewell contract with Interstate Energy Systems for the replacement of an emergency generator at Village Hall;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Manager is hereby authorized to accept a Sourcewell contract with Interstate Energy Systems for an emergency generator at a cost not to exceed \$408,095 in accordance with the proposal as attached hereto.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

January 26, 2026

Project Name: Village of Wheeling Public Works generator replacement

Specification: generator replacement dated 05-02-2025

Compliance with any other written specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.

Quotation: 08275V R2

The following mtu quotation is presented by Interstate Energy Systems located in Carol Stream, Illinois. Interstate Power Systems has been a distributor for power systems since 1957 that includes equipment sales, parts and a dedicated team of factory trained power system technicians.

We are pleased to quote the following new generator set and associated equipment:

- One (1) 400kW mtu Diesel Fuel generator set 480/277 VAC, emergency standby rated – Sound Attenuated Enclosure with 24 hour sub-base fuel tank
- (1) 1000 amp ATS, 480/277 VAC, 3-pole, 4-wire, nema 1.
- ATS and Generator installation services with temp generator during site work
- Start-up and Testing Services
- Delivery to jobsite

Pricing will be found on the following pages as well as a detailed list of equipment and services to be included in this quote. Should you have any questions please feel free to contact me. I would also like to meet with you at your convenience to go over this quotation. The unit is “Made in America”.

David Verner
Sales Account Manager
Interstate Power Systems
630.917.7064

david.verner@istate.com

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • PORTAGE, IN • IRON MOUNTAIN, MI • MINNEAPOLIS, MN • BILLINGS, MT
LINCOLN, NE • OMAHA, NE • BISMARCK, ND • FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY

QUOTATION

MODEL:	One (1) mtu DS400 Diesel Engine Generator Set												
OUTPUT:	Standby Rated @ rated power factor: 400 kW, 500 kVA, 600 Amps												
LOAD FACTOR:	85%												
RATINGS:	Emergency Standby Duty, UL 2200, NFPA 110, EPA Tier 3 Certified												
VOLTAGE:	480/277VAC, 3-Phase, 4-Wire, @ .8 Power Factor												
ENGINE:	mtu Diesel, 60 Hz, 1800 RPM Single – Fuel/Water Separator Standard Duty Air, Fuel, and Oil Filters Electronic Isochronous Governor Vibration Isolator Pads												
ALTERNATOR:	2/3 Pitch, 130°C Temperature Rise, Digital Voltage Regulator												
COOLING SYSTEM:	Unit Mounted Radiator, 50°C/122°F												
CONTROL PANEL:	Digital Control Panel with Microprocessor based controls and the following accessories: <table><tr><td>NFPA 110, Level 1</td><td>Keypad Operation</td></tr><tr><td>Digital AC Meters</td><td>Voltage Adjusting</td></tr><tr><td>Digital Engine Gauges</td><td>Three-Position Selector Switch</td></tr><tr><td>Running Time Meter</td><td>Cycle Crank</td></tr><tr><td>Pre-alarm Sender Kit</td><td>4 Relay Board</td></tr><tr><td>Fuel Leak Detection</td><td>Low Fuel Level Display</td></tr></table>	NFPA 110, Level 1	Keypad Operation	Digital AC Meters	Voltage Adjusting	Digital Engine Gauges	Three-Position Selector Switch	Running Time Meter	Cycle Crank	Pre-alarm Sender Kit	4 Relay Board	Fuel Leak Detection	Low Fuel Level Display
NFPA 110, Level 1	Keypad Operation												
Digital AC Meters	Voltage Adjusting												
Digital Engine Gauges	Three-Position Selector Switch												
Running Time Meter	Cycle Crank												
Pre-alarm Sender Kit	4 Relay Board												
Fuel Leak Detection	Low Fuel Level Display												
REMOTE ANNUNCIATOR:	Remote Annunciator Panel, NFPA 110 (remote to 4000 feet)												
REMOTE E-STOP:	Remote Emergency Stop Pushbutton, NEMA 3R												
CIRCUIT BREAKERS:	1-800 and 1-150 Amp, mounted/wired in NEMA 1 enclosure with standard lugs												
BATTERIES:	Heavy Duty Lead Acid Batteries with Rack and Cables												
BATTERY CHARGER:	24 Volt, 10 Amp, Dual rate charging with alarms.												
BLOCK HEATER:	4000-Watts with Isolation Valves, Mounted/wired (208V single-phase)												
ENCLOSURE:	Weather Protective Sound Enclosure, Thermal insulation, Stainless Steel Hardware, All latches stainless steel pad locking, Bolted construction, Plated hardware throughout, Galvanized angle mounting frame, Two coats standard enamel finish. Interior Mounted Critical Grade Muffler. Distribution Panel, Enclosure Heater, Interior LED Lighting, Motorized Intake/Gravity Discharge Louvers,												

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • PORTAGE, IN • IRON MOUNTAIN, MI • MINNEAPOLIS, MN • BILLINGS, MT
LINCOLN, NE • OMAHA, NE • BISMARCK, ND • FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY

SUB-BASE FUEL TANK: UL 2085 rated, 24 Hour, 750 gallons: 2" fuel fill, Low fuel alarm, Rupture basin alarm, 2" normal vent, Rupture basin emergency vent, mounting provisions for genset, 4 point lifting eyes, 2 coats rust inhibiting primer, 2 coats standard enamel finish.

ATS: One (1) 1000 Amp, 480/277VAC, 3-pole, 4-wire, Open Transition, NEMA 1, program engine exerciser.

WARRANTY: Five Year/3000-Hour Factory Warranty on genset.

**START-UP &
COMMISSIONING**

- Initial Fill of Lube Oil & Antifreeze
- On-site Factory Authorized Startup & Test Reports
- Factory Certified Test & Reports
- Installation services with a temp gen set for 1 month (see attached)
- Commissioning Support
- Demonstration and Training
- Two Hour resistive portable load bank test
- O&M Manuals

FREIGHT: Freight included – offloading not included – to one location only

SHIP LOOSE ITEMS:

- Rain Cap for Exhaust Outlet
- Automatic Transfer Switches
- Generator Remote Display Panel
- Remote Emergency Stop Pushbutton

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • PORTAGE, IN • IRON MOUNTAIN, MI • MINNEAPOLIS, MN • BILLINGS, MT
LINCOLN, NE • OMAHA, NE • BISMARCK, ND • FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY

**400 KW DIESEL FUEL GENERATOR PACKAGE WITH
SOUND ATTENUATED ENCLOSURE, 24 HR BASE TANK,
1000 AMP AUTOMATIC TRANSFER SWITCH, WITH INSTALLATION
SERVICES AND TEMP GENERATOR
SELL PRICE ...\$395,850.00**

**NET ADDER TO UPGRADE GENERATOR WARRANTY FROM 5YR TO
10 YEARS, ADD \$ 5,500.00**

NET ADDER TO PERFORM COORDINATION STUDY\$6,250.00

**NET ADDER FOR TRAINING TO STAFF FOR METHOD AND
PROTECTION..\$495.00**

24-26 WEEK LEAD TIME

NOTE: Sales tax, if required, is not included.

Clarifications and Exceptions

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. One way freight to job site or riggers yard included. Additional freight and/or storage will be billed accordingly.

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3. Seller is not quoting unit installation and all extended piping and wiring beyond the genset system provided by others.
4. Fuel and fuel permits by others, fuel can be added at the time of startup at the current market rate.
5. Offloading of all equipment by others, offloading can be requested for additional cost at time of release.
6. Startup and testing performed after verified installation and termination of all main line conduits, control wiring and any communications interface the customer has requested. Please fill out startup request for found in the O&M shipped with the unit. Startup and testing will be performed per the bid documents or as per requested by the customer.
7. Unit training will be performed the same day as startup if feasible. If not it can be rescheduled at the owners discretion. Three days' notice required for request. Video tape sessions can be performed upon request at a slight charge.
8. Onsite testing and resistive load banking as per technical specifications, NETA testing, infrared testing, by others.
9. Sales tax and other fees or permits not included.
10. Quote is valid for 30 days unless confirmed otherwise.
11. Subject to the Term & Conditions provided herein or available at: <https://www.istate.com/terms-conditions>

Please provide a PO or Signature to proceed with submittals.

PO
Date
Signed

TERMS AND CONDITIONS

GENERAL: Stenographical and clerical errors are subject to correction. Orders resulting from quotations become contracts only upon issuance of our formal acknowledgment. These terms and conditions and our invoice terms and conditions attached hereto are a complete statement of the agreement between us and you. In no event shall we be bound to any other agreement, term, or condition that is contained in an outside agreement between you and any other party unless expressly consented to by us in writing. These terms and conditions, in conjunction with the Invoice, Mechanic's Lien Rider, Abandoned Vehicle Rider, Storage Fee & Lien Rider, Tampered Emissions Policy and Code of Conduct (together, the "Contract Documents") constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc., Istate Truck, Inc., Interstate Assembly Systems, Inc., Interstate Bearing Systems, Inc. or their subsidiaries or operating divisions, ("Interstate"), which shall not be supplemented

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or amended except by separate written agreement signed by both parties. The Contract Documents are available at: <https://www.istate.com/terms-conditions>

LIABILITY: Orders are accepted by us under the condition that we are not to be liable for losses or delays caused by strikes, accidents, fires or any other cause beyond our control. Damage resulting from improper storage or handling prior to placing products in service will not be considered our liability. We will not assume any responsibility, expense or liability for repairs made without our written consent. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO YOU, OR BY YOU OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES ASSOCIATED WITH THIS AGREEMENT.

RETURNED MATERIAL: No material may be returned without first obtaining written approval, and no claim will be allowed nor credit given for material returned without such written approval. It is your duty to inspect goods within ten days after receipt.

SHIPMENT: Our responsibility ceases with the delivery of merchandise in good order to transportation companies. Claims for shortage or damage in transit must be made by the customer against the carrier. In the absence of definite shipping instructions, we reserve the right to ship all material, upon completion, by any public carrier which in our opinion is satisfactory.

PRICING; PAYMENT FOR GOODS AND SERVICES: Prices, quotations, specifications and other terms and all statements appearing in the Seller's sales literature and otherwise made by the Seller are subject to change without notice, including as a result of changes in market conditions, increases in raw materials, component, labor or overhead costs or because of labor disruptions or fluctuations in production volumes. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable. 100% of invoice due within 30 days of delivery of equipment.

TAXES: State and local sales and use taxes and excise taxes, where applicable, are in addition to quoted prices and will be billed unless the purchaser promptly certifies that the goods are for resale or are otherwise exempt. I understand that the quoted price does not include State Sales or Excise Taxes or any other tax or governmental fee. I also understand that I must pay YOU the proper amount of any sales or excise tax, tariff charge, surcharge imposed by the Manufacturer, or any other governmental fee (collectively, "Taxes and Charges") which applies to this sale, and this quote may be updated if any such Taxes and Charges are levied after the date of the quote.

WARRANTY: WE WARRANTY ONLY THAT THE PRODUCTS CONFORM TO THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF OR AS THE MANUFACTURER MAY PROVIDE. ALL WARRANTIES ON PRODUCTS, PARTS AND/OR MATERIALS PROVIDED BY US SHALL BE ONLY THE WARRANTY PROVIDED BY THE APPLICABLE MANUFACTURER OF SUCH PRODUCTS, PARTS OR MATERIALS AND SUCH WARRANTIES MAY BE AND HEREBY ARE PASSED THROUGH FROM US TO YOU. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE OR ON THE FACE HEREOF. IF SERVICES WILL BE PROVIDED BY US PURSUANT TO THIS AGREEMENT, THOSE SERVICES WILL BE SUBJECT TO THE ATTACHED SERVICE WARRANTY.

Signature below signifies approval and authorization to proceed with the purchase of equipment outlined in this proposal and acknowledges Interstate Companies, Inc. and its subsidiaries; Interstate Power Systems Inc., IState Truck Inc., Interstate Bearing Systems, Inc. and Interstate Assembly Systems, Inc. terms and conditions above, including the Code of Conduct, Service Warranty, and General Terms & Conditions, which are expressly incorporated herein by reference, and are available at <https://www.istate.com/terms-conditions> or in hard copy upon request.

Print Name: _____

Title: _____

Signature: _____

Date: _____

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SERVICE WARRANTY: Interstate Companies, Inc. and its Subsidiaries; Interstate Power Systems, Inc., Interstate Bearing Systems, Inc. Istate Truck, Inc., and Interstate Assembly Systems, Inc. warrants to the Buyer under the terms of this Warranty that the Services provided are free of defects in workmanship at the time delivered to the Buyer. The limitation period for defect claims is 60 (sixty) days from the date the work is done by Interstate. Interstate's only obligation with respect to such warranty shall be to repair or replace the work done at Interstate's option. For services that have been repaired or replaced, a new warranty shall be provided until the expiration of the original limitation period for defect claims applicable to the services supplied. A reasonable time must be allowed to perform the warranty repair. Repairs will be performed during normal business hours. Mechanic travel expenses for the repairing mechanic to travel to and from the repair site will be covered only if the claim is a warranted claim. Interstate's service warranty does not include claims where: (a) defects that are obvious or identifiable by straightforward inspection are not reported within 3 days of discovery by the Buyer; (b) product requirements related to the services including installation, commissioning, operation, maintenance, servicing, repair, inspection and consumables specifications are not observed and defects/damage occur/occurs as a result; (c) damage/defects is/are caused by parts from third-party sources or work carried out by persons not authorized in writing by Interstate; (d) damage/defects is/are based on natural wear and tear, accidents, incorrect use, handling, storage or corrosion-proofing, incorrect installation or modification of the goods or services supplied outside recommended specifications; (e) the claim results from a defect in a product manufactured by someone other than Interstate (such items may be covered by warranties issued by the manufacturer). All warranties on products, parts and/or materials utilized in or incorporated into any services provided by Interstate shall be only the warranty provided by the applicable manufacturer of such products, parts or materials and such warranties may be and hereby are passed through from Interstate to Buyer. Interstate will advocate on behalf of Buyer with the applicable manufacturer with respect to any pending warranty claims. The final decision on product, parts or materials warranty liability remains with the manufacturer, and Interstate does not provide any independent warranties on products or materials. Interstate is not responsible for incidental or consequential costs or expenses which the owner may incur as a result of any claim, malfunction or failure covered by this warranty, such as communication expenses, meals, lodging, overtime, towing, loss of use of the product or equipment ("downtime"), loss of time, inconvenience, cargo loss or damage and other similar costs and expenses. Interstate shall not reimburse defect-related financial losses - in particular such as but not limited to loss of use or loss of profit. The performance of the repairs described in this document is the exclusive Buyer's remedy under this warranty. Interstate does not authorize any person to assume or create for it any other obligation or liability in connection with its workmanship. **THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO INTERSTATE'S WORKMANSHIP OR ANY PRODUCTS, PARTS OR MATERIALS UTILIZED BY INTERSTATE IN PERFORMING THE SERVICES. INTERSTATE POWER SYSTEMS, INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTERSTATE POWER SYSTEMS, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DESCRIBED ABOVE.**

GENERAL TERMS AND CONDITIONS

1. Formation of Contract
 - 1.1 These terms and conditions, in conjunction with the Invoice, Mechanic's Lien Rider, Abandoned Vehicle Rider, Storage Fee & Lien Rider, Tampered Emissions Policy and Code of Conduct (together, the "Contract Documents") constitute a complete statement of the agreement between the Customer and Interstate Power Systems, Inc., Istate Truck, Inc., Interstate Assembly Systems, Inc., Interstate Bearing Systems, Inc. or their subsidiaries or operating divisions, ("Interstate"), which shall not be supplemented or amended except by separate written agreement signed by both parties. The Contract Documents are available at: <https://www.istate.com/terms-conditions/>
 - 1.2 Terms and conditions additional to or varying from these Terms and Conditions shall not be binding on Interstate unless specifically agreed to in writing by Interstate. Interstate's acceptance or acknowledgement of the Customer's purchase orders or shipping instructions shall not constitute such written agreement. If these Terms and Conditions shall be deemed an acceptance of a prior offer by the Customer, such acceptance is expressly conditional on the Customer's assent to any additional or different terms contained herein.
2. Acceptance
 - 2.1 No offers, arrangements or orders shall be binding on Interstate unless and until confirmed by Interstate in writing.
 - 2.2 Acceptance by the Customer of delivery of all or any part of the products sold hereunder and/or acceptance of the services performed by Interstate shall be an acknowledgment and acceptance by the Customer of these Terms and Conditions, whether or not the Customer shall have first received these Terms and Conditions.
3. Price and Payment
 - 3.1 The price shall be as specified on the face of the Invoice provided to the Customer. In addition to the price specified on the face of the Invoice, Customer shall be responsible for any additional taxes, tariffs or other charges related to any federal, state or local governmental action or authority. Interstate may update the Invoice provided to Customer to reflect any such taxes, tariffs or other charges. The Purchaser shall be responsible for remitting to the Seller all applicable amounts related to sales or excise taxes, tariff charges, surcharges imposed by the Manufacturer, or any additional taxes, tariffs, or governmental fees (collectively referred to as "Taxes and Charges") arising from this transaction. Amendments to the invoice may occur in the event that such Taxes and Charges are levied following the issuance of the original invoice.
 - 3.2 Prices, quotations, specifications and other terms and all statements appearing in Interstate's sales literature and otherwise made by Interstate are subject to change without notice. Interstate is not responsible for typographical errors made in any of its publications or stenographic or clerical errors made in preparation of quotations. All such errors are subject to correction. Without limiting the generality of the foregoing, all prices are subject to and shall be increased by sales tax where applicable.
 - 3.3 Payment of the selling price and additional costs are due in accordance with the terms set forth on the Invoice provided to the Customer. All payments hereunder shall be made to Interstate at 1340 Corporate Center Curve, Eagan, MN 55121. Complaints or claims by the Customer shall not impair Interstate's right to payment as provided hereunder and any adjustments to be made as a result of such complaints shall be made subsequent to such payment.
 - 3.4 If the credit of the Customer shall at any time, in the sole judgement of Interstate, become impaired, Interstate may at, its option, and without incurring any liability therefor, divert or prevent the discharge of product shipments en route to the Customer or cancel any scheduled services and cancel the unfulfilled portion of the contract, or require the Customer to give such security as Interstate may specify to ensure payment or require payment in advance before making any further shipment or performing any future services. All costs and expenses incurred by Interstate as a result of its exercise of any right or option under this paragraph shall be for the account of the Customer.
 - 3.5 Prompt payment is of the essence of this contract and a default in any payment will, at the option of Interstate, operate as a breach of the entire contract. Past due payments shall bear interest computed monthly at a rate of 1½ percent per month on the outstanding balance, or such lower rate as shall be the highest allowable under law.
 - 3.6 The Customer shall be in default hereunder if any one or more of the following events occurs: (a) the Customer shall default in fulfilling any of its obligations to Interstate; (b) a receiver, liquidator or trustee of the Customer, or of any of its property, is appointed by court order; (c) the Customer is adjudicated bankrupt or insolvent; (d) any property of the Customer is sequestered by court order; (e) a petition is filed by or against the Customer under any bankruptcy, reorganization, arrangement, insolvency, moratorium, readjustment of debt, dissolution or liquidation law of any jurisdiction; (f) the Customer becomes insolvent, makes an assignment for the benefit of its creditors; admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Customer or of all or any substantial part of its property in the event of such default, all unpaid payments shall, at Interstate's option, become immediately due and payable and Interstate shall have the right to consider its contract with the Customer cancelled and to recover damages, and shall further have all rights and remedies, including those of a secured party, provided by applicable law. For purposes of this paragraph "Customer" shall include any corporation controlling, controlled by, or under the common control with Customer.
 - 3.7 All costs incurred by Interstate as a result of non-payment or delay in payment by the Customer, including, without limitation collection costs and reasonable attorney's fees, shall be paid by the Customer.
4. *****DISCLAIMER OF WARRANTIES
INTERSTATE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUTURE PERFORMANCE, OR OTHERWISE.*****
5. Remedies of Customer
 - 5.1 Written notice of any objection, complaint or claim concerning the products or services must be given:

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- (a) with respect to claims of damage to product(s) which occurred in transit, within thirty (30) days after the date on which risk of loss with respect to the product(s) passes to the Customer; (b) with respect to claims that the product(s) does not conform to specifications, within thirty (30) days following the date on which risk of loss with respect to the products passes to the Customer, provided however, that no claim of non-conformity will be honored if the Customer has previously notified Interstate of its acceptance of the product(s) following inspection thereof; (c) with respect to complaints/claims related to services within thirty (30) days of the date of the invoice related to such services.
- 5.2 Failure to give such notice in the manner and within the time provided herein shall be deemed a waiver by the Customer of all claims with respect to such products and services and Interstate shall not be liable for any claim arising in connection with the products or services sold to Customer unless Customer complies with Section 5.1.
- 5.3 Interstate will, at its sole discretion, either reimburse the Invoice value to the Customer of product(s) or service found to be defective, or repair or replace free of charge all products or services found to be defective, within thirty (30) days after the date notice was given in accordance with paragraph 5.1 above; provided, however, that such products, or the product on which service work was performed, have not been abused by the Customer or used in conditions for which the products were not intended. The aforesaid right of repair, replacement, or reimbursement shall be the Customer's sole and exclusive remedy in the event of non-conformity or defect in the product(s) or services.
- 5.5 **By accepting Interstate's goods or services to which these Terms and Conditions apply, Customer hereby agrees that the statute of limitations for any claim of breach of contract or any other cause of action arising out of or relating to any contract between Customer and Interstate shall be one year, measured from the date of delivery of the products or the date of the invoice related to such services.**
6. Passage of Title – Security Interest
- 6.1 Interstate shall retain title to ownership of, and security interest in the products until the contract purchase price set forth on the applicable Invoice shall have been paid in full and all covenants and agreements of Interstate herein shall have been performed. Interstate shall have all common law and statutory lien rights available in the state where goods or services are provided and the Customer hereby agrees that if Customer takes possession of the related products without making payment to Interstate and thereafter Interstate regains lawful possession of the equipment that was once subject to lien claims while there remains a balance due Interstate, all such lien rights shall be reinstated as if Interstate had always maintained lawful possession of all such equipment.
- 6.2 At the request of Interstate, the Customer shall execute and deliver to Interstate all such financing statement and other instruments and documents as may be requested by Interstate to evidence and to perfect its security interest in the products. Expenses of filing financing statements or other security documents with the appropriate state and local governmental authorities shall be for the account of the Customer.
7. Force Majeure
- 7.1 If because of force majeure Interstate is unable to carry out any of its obligations under this agreement and if Interstate promptly notifies the Customer in writing expressly claiming such force majeure, then the provisions of paragraph 7.2 shall apply. The term "force majeure" as used herein shall mean any causes reasonably beyond the control and without fault or negligence of Interstate which wholly or in substantial part prevent the manufacture, transportation, loading, unloading, delivery or storage of the products sold hereunder or prevents the performance of services. Examples, without limitation, of force majeure are acts of God, acts of the public enemy, acts of war, riot or civil commotion, labor disputes, labor or material shortages, accidents, fire, explosions, floods, breakdowns or of damage of plants, equipment or facilities, partial or complete embargoes imposed by originating or connecting inland carriers, interruptions to or contingencies of transportation, epidemics, pandemics, orders or acts of any governmental authority, acts, rules, regulations or expressed policies of any government.
- 7.2 If force majeure notice is given under paragraph 7.1 above, the obligations of Interstate shall be suspended to the extent made necessary for such force majeure and during its continuance, if the obligations of Interstate remain suspended hereunder for a period amounting to forty-five (45) consecutive days measured from the dates of performance and at any time thereafter, then either party may terminate the agreement without liability by giving fifteen (15) days' notice to the other party. At the expiration of said fifteen (15) days, unless such condition shall have been ended, the party giving such notice may terminate this agreement forthwith.
8. LIABILITY FOR DAMAGES
- 8.1 **INTERSTATE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCTS DELIVERED OR TO BE DELIVERED TO THE CUSTOMER, THE SERVICES INTERSTATE PERFORMED, OR BY THE CUSTOMER'S OR ANY THIRD PARTY'S USE OF SUCH PRODUCTS. INTERSTATE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL INTERSTATE'S LIABILITY EXCEED INTERSTATE'S INVOICE VALUE TO THE CUSTOMER OF THE PRODUCT(S) OR SERVICES SOLD REGARDLESS OF THE NATURE OF THE CLAIM OF THE CUSTOMER.**
- 8.2 INTERSTATE'S OBLIGATIONS HEREUNDER ARE EXPRESSLY SUBJECT TO THE OCCURRENCE OF EVENTS OF FORCE MAJEURE, AND NO LIABILITY SHALL BE INCURRED BY INTERSTATE FOR DAMAGES OF ANY NATURE RESULTING FROM SUSPENSION, REDUCTION OR TERMINATION OF DELIVERIES OR FAILURE TO PERFORM SERVICES FOR REASONS OF FORCE MAJEURE, OR FROM INTERSTATE'S COMPLIANCE WITH ANY GOVERNMENT ACTION.
- 8.3 THE CUSTOMER SHALL HOLD INTERSTATE HARMLESS FROM ALL CLAIMS OR ACTIONS BROUGHT BY THIRD PARTIES WITH RESPECT TO ANY DAMAGES DESCRIBED IN THIS ARTICLE 8.
9. Waiver, Abandonment and Severability of Terms
- 9.1 Waiver by Interstate of any default of the Customer shall not be deemed a waiver of any other default of the Customer. The express provision herein for certain rights and remedies of Interstate shall not be construed to deprive Interstate of any other rights and remedies to which it would otherwise be entitled under applicable law.
- 9.2 Any property of the Customer left on Interstate's premises which remains unclaimed for thirty (30) days shall be deemed abandoned and Interstate shall have the right to dispose of such property in any manner it so chooses.
- 9.3 The invalidity of any provision of these Terms and Conditions shall not affect the remaining provisions hereof.
10. Governing Law – Notice
- 10.1 These Terms and Conditions shall be interpreted in accordance with the internal laws of the State of Minnesota (without giving effect to its conflicts of laws rules) and no presumption shall be deemed to exist in favor or against either party as a result of the preparation and/or negotiation of these Terms and Conditions.
- 10.2 These Terms and Conditions shall be binding upon the Parties and their respective successors and assigns, however, the Customer shall not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of Interstate.
- 10.3 **The parties hereto submit to the exclusive jurisdiction of the courts of the State of Minnesota (including Hennepin County Conciliation Court), and the Minnesota Federal Courts in connection with any dispute related to their relationship. The parties hereto also agree to service of any complaint by certified mail.** To the extent that the Customer or any of its property has or may hereafter acquire any right of sovereign immunity from suit, the Customer hereby irrevocably waives any such right of sovereign immunity in respect of its obligations, rights and duties under this agreement.
- 10.4 Notices or other communications shall be given by facsimile or e-mail, or by registered or certified mail, return receipt requested. Facsimile or e-mail notice shall be deemed received twelve hours after transmission. Mail notice shall be deemed received on the third day after mailing (or on the next business day if the third day is not a business day). Where both methods of notice are used, the earlier shall establish the effective date of notice. Notice shall be given to the address of a party as stated on the face hereof until appropriate notice otherwise.

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MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Ordinance Amending Title 17, Planning, Subdivisions and Developments, Chapter 17.32.155, of the Wheeling Municipal Code Regarding the Wheeling Sidewalk Fund
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

All new developments are required to install sidewalks if they do not already exist in the right-of-way adjacent to the property. Where sidewalks are deemed impractical due to large gaps in the existing network, the developer makes a deposit to the sidewalk fund for future construction by the Village. This revision to Title 17 of the Village Municipal Code will set the deposit cost in perpetuity.

MEMO

Background:

Title 17 of the Municipal Code requires that new construction developments construct sidewalks in the right-of-way adjacent to the developed property to ensure Wheeling maintains a consistent pedestrian network throughout the community. The Code also contemplates that sometimes constructing a new sidewalk will not improve the network at the present time, usually due to the fact that the entire rest of the street has no sidewalks and the requirement would therefore result in an isolated segment of walkway. For such instances, Title 17.32.155 establishes a sidewalk construction fund, whereby the developer can pay a fee in lieu of constructing the sidewalk, allowing the Village to construct the walk at a later date when the addition makes operational sense relative to the pedestrian network. This decision to either require the developer to construct the sidewalk or pay the fee in lieu of construction is at the sole discretion of the Village. For the purpose of determining required deposits to the Wheeling sidewalk fund, the Code currently requires that the sidewalk cost be established by resolution on an annual basis.

Discussion:

Because construction of a new sidewalk is approximately twice as expensive as replacing a damaged sidewalk, Public Works staff believes it to be in the best interest of the Village to cease the practice of setting the fee annually by resolution and instead tie the fee to the unit cost established through the annual Sidewalk Replacement Program. Each year, the Village replaces deficient sidewalks through a contractual bid process; the per-square-foot cost to replace the sidewalk is the basis of the contract award. By tying the fee in lieu of new sidewalk installation to the low-bid cost of replacing the deficient sidewalk and applying a multiplier of two (2) to that cost, the fee will automatically be updated each year without a need to set the cost by separate resolution.

ORDINANCE No. - _____

ORDINANCE AMENDING TITLE 17, PLANNING, SUBDIVISIONS AND DEVELOPMENTS, CHAPTER 17.32.155, OF THE WHEELING MUNICIPAL CODE REGARDING THE WHEELING SIDEWALK FUND

WHEREAS, the Village of Wheeling (hereinafter referred to as the "Village") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, the Public Works Engineering Division is recommending a perpetual strategy for sidewalk fund deposit determination; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of Village staff regarding these proposed changes;

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

Section A:

The Wheeling Municipal Code, Title 17, "Planning, Subdivisions and Developments", Chapter 17.32, Section 17.32.155 (c) "Wheeling sidewalk construction fund" is amended to read as follows:

Section 17.32.155 (c)

- c) Sidewalk cost, for the purpose of determining required deposits to the Wheeling sidewalk fund, shall be established by referencing the most recent per-square-foot contract cost of sidewalk replacement obtained by the Village through a bid process obtained under the Village's most recent sidewalk removal and replacement program and by multiplying by a factor of 2 (e.g., if the low bid for the most recent sidewalk replacement program was awarded at a per-square-foot cost of \$10 for removal and replacement of defective sidewalk, the fee charged to the developer in lieu of installing new sidewalk will be a per-square-foot cost of \$20 for not installing sidewalk across the frontage of the development). Deposit in the Wheeling sidewalk fund of an amount approved by the village for any specific sidewalk or sidewalks shall relieve the subdivider or property owner, and all subsequent owners of that property, of the responsibility of constructing and installing such sidewalk or sidewalks;*

Section B:

Those sections, paragraphs, and provisions of Title 17, "Planning, Subdivisions and Developments", Chapter 17.32, "Minimum Design Standards – Installation Procedure" of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby reenacted, and it is expressly declared to be the intention of this Ordinance not

to repeal or amend any portions of the Wheeling Municipal Code other than those expressly amended or repealed in Section A of this Ordinance.

Section C:

This Ordinance shall take effect on February 3, 2026, at 12:00 A.M. following its adoption and approval, according to law.

Section D:

If any provision of this Ordinance, or any application thereof to any person, property or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect other provisions or applications which can be given effect without the invalid or unenforceable provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

APPROVED this 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM

Village Attorney

PUBLISHED in pamphlet form, this 3rd day of February 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: February 2, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Ordinance Amending Title 14, Fire, Chapter 14.01, "Adoption of the International Fire Code, 2021 Edition," of the Village of Wheeling Municipal Code to Conform with the International Fire Code Above-Ground Storage Tank Capacity of 12,000 Gallons

DOLLAR AMOUNT: N/A
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

With the impending replacement of the Village's fuel tank system at the Public Works facility, staff seeks to revert to the previously allowable volume limit of 12,000 gallons for above-ground storage tanks identified in the International Fire Code (IFC). The attached ordinance adopts the 2021 IFC volume restriction for above-ground storage tanks of 12,000 gallons.

MEMO

Background

In 2004, the Village amended Title 14 of the Municipal Code to limit the volume of above-ground fuel storage tanks from the International Fire Code (IFC) limit of 12,000 gallons to 2,000 gallons. With the impending replacement of the fuel tank system at the Public Works facility, staff seek to revert to the previously allowable volume limit identified in the IFC of 12,000 gallons.

Discussion

In October 2025, staff were informed by the Office of the State Fire Marshal (OSFM) that the Village-owned fuel tanks located at the Public Works facility had failed inspection due to a leak into the interstitial space between the two tank hulls. The contractor identified the main cause of the premature failure to be related to the high water table at the facility, which resulted in constant hydraulic pressure on the external hull of the tank. This led to an interstitial leak between the outer and inner hulls of the underground tank.

The Village has since discontinued the use of the failed tanks and is in the process of designing a new fuel system that will be installed in 2026. The design engineer has recommended against replacing the failed tanks with another underground fuel tank, which would likely fail prematurely for the same reason the first tank failed. Staff has also determined that it is in the best interest of the Village to maintain in-house fuel services rather than using gas stations to fuel the municipal fleet. These factors have led staff to conclude the best alternative is to replace the failed underground storage tanks with above-ground storage tanks.

Title 14 of the Municipal Code currently restricts the volume of above-ground storage tanks (ASTs) to 2,000 gallons. This amendment was made in 2004 for the purpose of reducing explosion and leak risks commonly associated with fuel tanks. After receiving the recommendation to consider an above-ground storage tank option, staff conducted a survey of other communities to determine how other area municipalities approach the matter.

Very few communities in Illinois restrict the capacity of ASTs beyond the limit of 12,000 gallons set by the IFC. Staff has identified Wheeling, Des Plaines, Mount Prospect, Arlington Heights, Naperville, Normal, Streamwood, Chicago, and Wheaton as Illinois communities that either further restrict or ban ASTs; staff believes that all other Illinois municipalities do allow ASTs up to 12,000 gallons per the IFC. Regulations governing the construction of these tanks require secondary spill containment and a double hull, resulting in a safe container to store fuels.

Staff does not anticipate that this change to Title 14 will create a demand for these types of tanks to proliferate elsewhere in Wheeling. Title 19, Zoning, of the Municipal Code specifies that fueling stations are only permitted as an accessory to a permitted use in the I-3 and I-4 Zoning Districts, thereby limiting their application in Wheeling. Site design and setback requirements would require a large parcel to allow for the installation of any size fuel tank.

Based on the demonstrated safety of these tanks, the broad application of the 12,000 gallon limitation, and the need to consider construction limitations resulting from the high water table, staff believes amending the Municipal Code to conform with the International Fire Code to be in the best interest of the Village.

ORDINANCE NO. _____

ORDINANCE AMENDING TITLE 14, FIRE, CHAPTER 14.01, "ADOPTION OF THE INTERNATIONAL FIRE CODE, 2021 EDITION," OF THE VILLAGE OF WHEELING MUNICIPAL CODE TO CONFORM WITH THE INTERNATIONAL FIRE CODE ABOVE-GROUND STORAGE TANK CAPACITY OF 12,000 GALLONS

WHEREAS, the President and Board of Trustees of the Village of Wheeling (the "Village") have reviewed Village staff's recommendation regarding revisions and updates to the Village Fire Code; and

WHEREAS, the President and Board of Trustees of the Village find and determine that revising and updating the Village Code, as set forth below, is in the best interests of the health, welfare, and safety of the residents, property owners, and the businesses of the Village;

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

SECTION 1: That the recitals set forth above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: That Title 14, Chapter 14.01, Sections B 150–154 are hereby amended as follows:

Section 150 (3)(5). Delete the following (shown with strike-outs):

~~(3) Tanks containing vehicle motor fuels shall not exceed 2,000 gallons (7,570 L) in individual capacity or 2,000 gallons (7,570 L) in aggregate capacity in two tanks maximum per parcel. Installations with the maximum allowable aggregate capacity shall be separated from other such installations by not less than 5 feet (1,524 mm).~~

~~(5)Exception: Above-ground tanks used to supply motor fuel exclusively for emergency standby generators where conditions preclude the installation of below-grade tanks as determined by the fire code official. These above-ground tanks shall be sited in accordance with NFPA 30 and screened with a non-combustible, 2-hour rated enclosure that extends at least 3 feet (914 mm) above the highest portion of the above-ground fuel tank. The enclosure shall be approved by the building code official.~~

Section 151: Delete the following (shown with strike-outs):

~~Table 2306.2.3 Minimum separation of requirements for above-ground tanks. Delete in its entirety.~~

Section 152: Delete the following (shown with strike-outs):

~~Section 2306.2.4 Above-ground tanks located in above-grade vaults or below-grade vaults. Delete last sentence of paragraph: "Tanks in above-grade vaults shall also comply with Table 2306.2.3."~~

Section 153: Delete the following (shown with strike-outs):

~~Section 2306.2.4.1 Tank capacity limits. Tanks storing Class I and Class II liquids at an individual site shall be limited to a maximum individual capacity of 2,000 gallons (7,570 L) and for two tanks an aggregate capacity of 2,000 gallons (7,570 L).~~

Section 154: Delete the following (shown with strike-outs):

~~Section 2306.2.4.2 Fleet vehicle motor fuel dispensing facilities. Tanks storing Class II and Class IIIA liquids at a fleet vehicle motor fuel dispensing facility shall be limited to a maximum individual capacity of 2,000 gallons (7,570 L) and for two tanks an aggregate capacity of 2,000 gallons (7,570 L).~~

SECTION 3: That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 5: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Wheeling, as amended, shall remain in full force and effect.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by 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 _____

APPROVED this 2nd day of February 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 3rd day of February 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.



MEMORANDUM

DATE: February 2, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Major Site Plan and Building Appearance Approval for a Building Addition for Gene's Village Towing, Inc. (1290 Peterson Drive) [Docket No. PSPMAJ25-0004]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Gene's Village Towing, Inc. seeks after-the-fact major site plan and building appearance approval for an approximately 1,395-square-foot building addition constructed without building permits at 1290 Peterson Drive. At the December 17, 2025 Plan Commission meeting, the Commission recommended denial of the request by a vote of 2 in favor and 5 opposed.

The petitioner is also seeking a variation associated with the building addition to reduce the minimum building side-yard setback at the north property line from 17 feet to zero feet, and a Plat of Consolidation is being processed to consolidate the three existing parcels into a single lot. These items immediately follow this request on the February 2 regular meeting agenda.

MEMO

The petitioner constructed a 1,395-square-foot building addition to the north of the existing building. Since the necessary Village approvals and permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes. Thus the addition was constructed within the required building north side yard setback (see Docket No. PV25-0007 related to the setback variance request).

The building addition is constructed with steel framing and is sheeted on the roof and walls with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man-door on the north façade. The petitioner is further proposing the installation of a four-foot-tall faux-brick kneewall along the base of the east and north elevations of the addition. The revision also includes the installation of a six-inch gutter and two downspouts to the building addition (see attached scope of work and sketch exhibit). The proposed inclusion of faux brick at the base of the building addition is intended to increase consistency with the principal building; however, the primary material of the addition remains aluminum siding, which is not a permitted exterior material under current Village standards, nor are the addition's building materials consistent with the principal building, as required by the Wheeling Design Guidelines.

The Zoning Code requires that projects involving additions to a principal structure that are greater than 1,000 square feet have a concept review by the Village Board before being reviewed by the Plan Commission, unless the requirement is waived by the Village Manager. As this building addition was constructed prior to receiving Village approvals, the concept review requirement was waived, and the request proceeded directly to the Plan Commission for consideration.

Plan Commission Recommendation

At the December 17, 2025, Plan Commission meeting, Commissioner Sprague moved, seconded by Commissioner Smart, to recommend approval of Docket No. PSPMAJ25-0004, granting major site plan and building appearance approval, as required under Title 19, Zoning, of the Wheeling Municipal Code and Chapter 19-12, associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the exhibits listed below and subject to the

following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the-fact permit from the Community Development Department for the installation of a six-foot-tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Riles

NAYS: Commissioners Hyken, Myer, Karl, Johnson, Smart

ABSENT: None

There being two affirmative votes, the motion was not approved.

Community Development Director's Review and Recommendation

The Findings of Fact and Recommendation provided by the Plan Commission reflect a negative recommendation based on 2 yes votes and 5 no votes. An affirmative recommendation requires a majority of "yes" votes from the quorum of the Commission, which this petition failed to receive. Should the Village Board wish to consider the petitioner's request for major site plan and building appearance approval, an ordinance has been prepared to authorize after-the-fact major site plan and building appearance approval for a non-permitted building addition for the property located at 1290 Peterson Drive.

Attachments

Ordinance – Major Site Plan and Building Appearance Approval [Docket No. PSPMAJ24-0004]

Exhibits: Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025

Plan Set prepared by Michael Aiello, dated 1/31/2025

Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025

Staff Report to Plan Commission

Attachments to Staff Report (Staff)

Finding of Fact – Draft

Letter from Joe Pascucci dated 1/15/2026

ORDINANCE NO. _____

ORDINANCE GRANTING MAJOR SITE PLAN AND BUILDING APPEARANCE APPROVAL FOR A BUILDING ADDITION FOR GENE’S VILLAGE TOWING, INC. (1290 PETERSON DRIVE)

WHEREAS, the Plan Commission of the Village of Wheeling held a public meeting on October 22, 2025, duly noticed, to consider a petition by Gene’s Village Towing, Inc. (hereinafter referred to as “Petitioner”) for major site plan and building appearance approval associated with the construction of an approximately 1,395-square-foot building addition at 1290 Peterson Drive (hereinafter referred to as “Subject Site”), Wheeling, Illinois, zoned I-3 (General Industrial), as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan and Building Appearance Approval Requirements, and associated sections; and

WHEREAS, the Plan Commission of the Village of Wheeling reviewed the Petitioner’s request and submitted its recommendation to the President and Board of Trustees that the Petitioner’s request be denied, with a vote of 2 ayes and 5 nays; and

WHEREAS, the President and Board of Trustees held a meeting on December 1, 2025, at which the Petitioner submitted a request to amend the petition to modify exterior elements of the constructed building addition; and

WHEREAS, the President and Board of Trustees remanded the petition back to the Plan Commission to conduct a new public meeting on the Petitioner’s amended petition; and

WHEREAS, the Plan Commission of the Village of Wheeling subsequently held a public meeting on December 17, 2025, duly noticed, to further consider a petition by the Petitioner for major site plan and building appearance approval associated with the construction of an approximately 1,395-square-foot building addition at the Subject Site, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan and Building Appearance Approval Requirements, and associated sections; and

WHEREAS, this petition is associated with and contingent upon the approval of a petition for a variation to reduce the minimum required building side yard setback on the north property line from 17 feet to 0 feet (Docket No. PV25-0007); and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a subdivision plat to consolidate three existing parcels into a single lot (Docket No. PSUBFP25-0005); and

WHEREAS, the Plan Commission of the Village of Wheeling has reviewed the Petitioner’s request for major site plan and building appearance approval for Docket No. PSPMAJ25-0004 and has submitted its recommendation to the President and Board of Trustees that the Petitioner’s request be denied, with a vote of 2 ayes and 5 nays; and

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

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

SECTION A

Major Site Plan and Building Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan and Building Appearance Approval Requirements, to permit an approximately 1,395 sq. ft. building addition constructed along the north wall of the existing building for the Subject Site, herein legally described:

LEGAL DESCRIPTION:

LOTS 7, 8 AND 9 IN WHEELING CENTER FOR INDUSTRY UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OR SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SECTION B

The major site plan and building appearance approval granted in Section A of this Ordinance is to be completed substantially in accordance with the following documents, attached hereto as **Exhibit A** and made part hereof:

- Petitioner’s Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025
- Plan Set prepared by Michael Aiello, dated 1/31/2025
- Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025

SECTION C

The major site plan and building appearance approval granted in Section A of this Ordinance is subject to the following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the-fact permit from the Community Development Department for the installation of a six-foot-tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

SECTION D

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

Docket No. PSPMAJ25-0004
Major Site Plan & Building Appearance Approval for Building Addition
(1290 Peterson Drive)

Trustee _____ moved, second by Trustee _____,
that Ordinance No. _____ be adopted.

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

APPROVED this 2nd day of February 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 3rd day of February, 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 prepared by Joseph Pascucci, Jr., dated 10/6/2025
- Plan Set prepared by Michael Aiello, dated 1/31/2025
- Proposal and exhibit prepared by Stardust Construction, Inc., dated 11/13/2025



We would like to respectfully request for the set back variation for an addition to our current structure at 1290 Peterson Dr. Wheeling, IL 60090. Gene's Village Towing serves as a first responder for the Wheeling Police Department and Five additional police departments. As part of our responsibilities, we are required to maintain a secured, sectioned-off indoor storage area for MCAT fatality investigations. This addition is being used for Police department investigations for fatalities and major crashes for MCAT so that the investigators have a secluded area sectioned off from the weather and elements so they can properly recreate the accident scenes. At any given time we have multiple vehicles stored in this area awaiting investigation.

Genes Village Towing, Inc.

Joseph D. Pascucci Jr.

A handwritten signature in black ink, appearing to read "Joseph D. Pascucci Jr.", written over the printed name.

10.6.25

DRAWING SHEET INDEX & DISTRIBUTION SCHEDULE

SHEET NUMBER	SHEET TITLE	ISSUED FOR PERMIT	PLAN REVIEW CORR	PLAN REVIEW CORR	10/15/24	01/31/25	02/17/25
T1	PROJECT INFORMATION AND SCHEDULES	●					
A1	PROPOSED SITE PLAN	○					
A2	PROPOSED FLOOR PLANS	□					
A3	PROPOSED ELEVATIONS	■					
A4	CROSS SECTION	■					
E1	ELECTRICAL PLANS	■					
S1	WALL AND ROOF FRAMING REINFORCING, DETAILS AND GENERAL NOTES	■					
S2	SPECIAL INSPECTIONS	■					

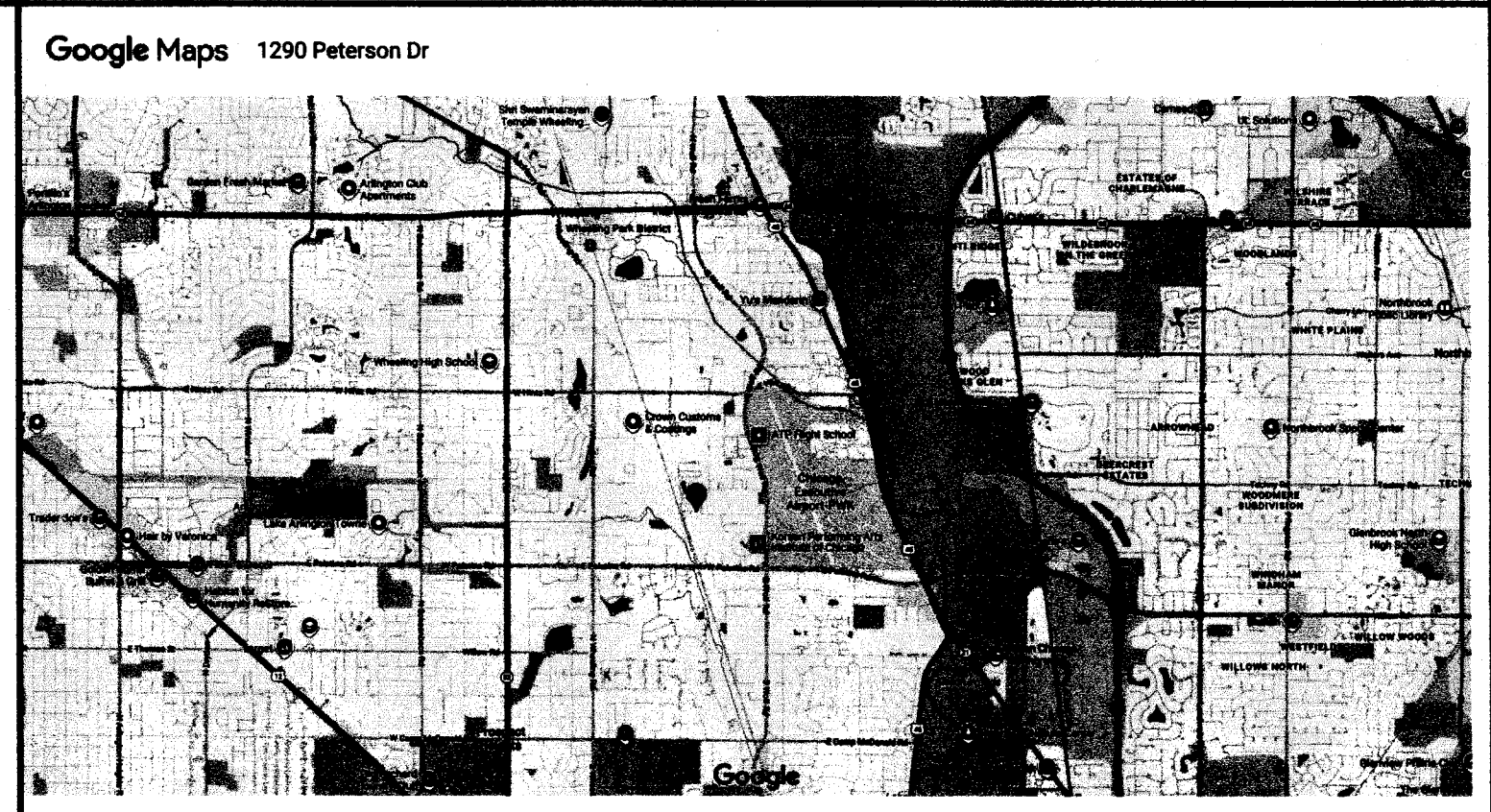
ABBREVIATIONS

ACCS. ACQUISITION	ACQ. ACQUISITION	EL. ELEVATION	K.S. KNEE SPACE	REG. RECESSED
AGT. ACCESSIBLE	AGT. ACCESSIBLE	ELEC. ELECTRICAL	LAM. LAMINATED	REF. REFERENCE
ADH. ADHESIVE	ADH. ADHESIVE	ELEV. ELEVATION	LAV. LAVATORY	REFR. REFRIGERATOR
ADJ. ADJUSTABLE	ADJ. ADJUSTABLE	EMER. EMERGENCY	LBS(LBS) POUNDS	RESIL. RESILIENT
AFF. ABOVE FINISHED FLOOR	AFF. ABOVE FINISHED FLOOR	ENCL. ENCLOSURE	LF. LINEAR FOOT	REV. REVISION
ALUM. ALUMINUM	ALUM. ALUMINUM	ENGR. ENGINEER	LH. LEFT HAND	RFG. ROOFING
ALT. ALTERNATE	ALT. ALTERNATE	ENR. ENTRANCE	LSR. LOCKER	R.O. ROUGH OPENING
ANOD. ANODIZED	ANOD. ANODIZED	E.O. ELECTRICAL OUTLET	LP. LOW POINT	S. SOUTH
ANNC. ANNUNCIATOR	ANNC. ANNUNCIATOR	E.PNL. ELECTRICAL PANEL	LT. LIGHT	SAN. SANITARY
AP. ACCESS PANEL	AP. ACCESS PANEL	EQ. EQUIPMENT	LTH. LIGHTWEIGHT	S.G. SOLID CORE
APPROX. APPROXIMATE	APPROX. APPROXIMATE	EQU. EQUIPMENT	LT. LIGHT	SCH. SCHEDULE
ARCH. ARCHITECTURAL	ARCH. ARCHITECTURAL	ELEC. ELECTRICAL	LT. LIGHT	S.D. SOAP DISPENSER
ASPH. ASPHALT	ASPH. ASPHALT	EQL. EQUAL	LT. LIGHTWEIGHT	SECT. SECTION
ASST. ASSISTANT	ASST. ASSISTANT	EQ. EQUIPMENT	LT. LIGHTWEIGHT	SECUR. SECURITY
ASSEMBLY ASSEMBLY	ASSEMBLY ASSEMBLY	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	S.F. SQUARE FOOT (FEET)
AUTO. AUTOMATIC	AUTO. AUTOMATIC	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	S.G.T. STRUCTURAL GLAZED
BY. BOTTOM OF BASEBOARD	BY. BOTTOM OF BASEBOARD	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SHR. SHOWER
BB. BOARD	BB. BOARD	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SHT. SHEET
BLDG. BUILDING	BLDG. BUILDING	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SIM. SIMILAR
BLK. BLOCK	BLK. BLOCK	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SPL. STANDPIPE
BLKS. BLOCKING	BLKS. BLOCKING	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SPR. SPRINKLER
BRM. BEANCHMARK	BRM. BEANCHMARK	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SQ. SQUARE
BOT. BOTTOM	BOT. BOTTOM	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	S.S. SERVICE SINK
BRG. BEARING	BRG. BEARING	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	S. ST. STAINLESS STEEL
BMT. BACK-TO-BACK	BMT. BACK-TO-BACK	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	STA. STATION
BUR. BUILT-UP ROOFING	BUR. BUILT-UP ROOFING	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	STD. STANDARD
CAB. CABINET	CAB. CABINET	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	STL. STEEL
C.B. CATCH BASIN	C.B. CATCH BASIN	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	STOR. STORAGE
CEM. CEMENT	CEM. CEMENT	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	STRUC. STRUCTURAL
CG. CORNER GUARD	CG. CORNER GUARD	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SUSP. SUSPENDED
CH. CHAIR	CH. CHAIR	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SW. SWITCHBOARD
CH. CHAIR	CH. CHAIR	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SYMB. SYMBOLIC
CH. CHAIR	CH. CHAIR	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SYMB. SYMBOLIC
CH. CHAIR	CH. CHAIR	EQUIP. EQUIPMENT	LT. LIGHTWEIGHT	SYMB. SYMBOLIC

GENERAL NOTES

- THE GENERAL CONTRACTOR SHALL APPLY FOR AND SECURE THE BUILDING PERMIT. OWNER WILL PAY FOR THE PERMIT AND REVIEW FEES.
- THE GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL OBTAIN AND PAY FOR ALL FEES, LICENSES, BONDS, DEPOSITS, ETC., AS REQUIRED BY THE LOCAL AUTHORITY.
- ALL CONTRACTORS SHALL BE LICENSED, BONDED AND INSURED, AND SHALL FURNISH A CERTIFICATE AS EVIDENCE OF INSURANCE AND INSURANCE LIMITS TO THE OWNER AND SHALL LIST THE OWNER AS "ADDITIONAL INSURED".
- THE GENERAL CONTRACTOR SHALL ARRANGE ALL INSPECTIONS REQUIRED BY THE LOCAL AUTHORITY DURING CONSTRUCTION.
- ALL CONTRACTORS SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER AND SHALL LEAVE THE WORK IN PERFECT ORDER AT COMPLETION AND NEITHER THE FINAL CERTIFICATE OR PAYMENT NOR ANY PROVISION IN THE CONTRACT DOCUMENTS SHALL RELIEVE THE CONTRACTORS OF THEIR RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS OR WORKMANSHIP WITHIN THE EXTENT AND PERIOD PROVIDED BY LAW, AND UPON WRITTEN NOTICE, HE/SHE SHALL REMEDY DEFECTS DUE THERETO, AND PAY ALL EXPENSES FOR DAMAGES TO OTHER WORK RESULTING THEREFROM.
- ANY DAMAGE TO EXISTING OR NEW WORK DURING THE CONSTRUCTION PERIOD RESULTING FROM NEGLIGENCE BY OR ACTS OF THE CONTRACTORS, ITS SUBCONTRACTORS, EMPLOYEES, AGENTS OR INVITEES SHALL BE REPAIRED OR REPLACED TO ITS ORIGINAL CONDITION BY THE APPROPRIATE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- THE GENERAL CONTRACTOR SHALL UPON WRITTEN NOTICE BY THE OWNER, PROMPTLY CORRECT ALL WORK FOUND TO BE DEFICIENT OR FAILING TO CONFORM TO THE CONTRACT DOCUMENTS DURING THE CONSTRUCTION AND/OR THE GUARANTEE PERIOD.
- ALL WORKMANSHIP AND MATERIAL ARE TO COMPLY WITH ALL LOCAL AND STATE BUILDING CODES, REGULATIONS AND ORDINANCE, THE LATEST ADOPTED EDITION OF EACH SHALL GOVERN.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH SELECTED MATERIAL MANUFACTURER'S SPECIFICATIONS AND REQUIREMENTS.
- THE CONTRACTOR AND SUB-CONTRACTOR DURING AND AT COMPLETION OF WORK SHALL REMOVE ALL SURPLUS CONSTRUCTION MATERIAL, INCLUDING BOXES, DEBRIS, ETC., AND DISPOSE OF SAME OFF-SITE. LEAVE ALL SURFACES "BROOM CLEAN". ALL DEBRIS SHALL BE DEPOSITED IN CONTAINERS FURNISHED BY THE GENERAL CONTRACTOR.
- THE SUB-CONTRACTORS SHALL FURNISH ALL MATERIALS AND LABOR FOR A COMPLETE JOB, U.N.O. IN THE DRAWINGS OR CONTRACT.
- THE CONTRACTOR SHALL INSPECT THE SITE AND VERIFY ALL DATA PERTAINING TO THE EXISTING SITE AND ITS RELATION TO THE NEW WORK, AND REPORT TO THE OWNER ANY DISCREPANCIES WHICH MAY AFFECT HIS/HER WORK.
- THE GENERAL CONTRACTOR SHALL COMPLY WITH AND PROVIDE FOR SITE CONSTRUCTION CLOSURE REQUIREMENTS AS REQUIRED BY LOCAL MUNICIPALITY AND GOVERNING BODIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE FOR ANY AND ALL CLOSURES AND PROTECTIVE DEVICES NECESSARY TO KEEP THE GENERAL PUBLIC FROM SITE ACCESS DURING THE CONSTRUCTION PERIOD.
- ALL CONTRACTORS SHALL VERIFY LOCATIONS OF ANY AND ALL EXISTING UTILITIES AFFECTED BY THEIR WORK AND SHALL BE RESPONSIBLE FOR PROTECTING THE SAME DURING CONSTRUCTION. CONTRACTORS TO INCLUDE IN THEIR BID ANY REWORKING OF UTILITIES AS MAY BE REQUIRED BY THEIR WORK.
- TEMPORARY BRACING SHALL BE PROVIDED WHERE NECESSARY TO INSURE STABILITY AND SAFETY DURING ERECTION AND CONSTRUCTION.
- DO NOT SCALE FROM DRAWINGS, WORK ONLY WITH GIVEN DIMENSIONS.
- VERIFY ACTUAL DIMENSIONS IN FIELD, AND MAKE ANY ADJUSTMENTS TO DIMENSIONS AS REQUIRED AT NO ADDITIONAL COST.
- THE OWNER SHALL RESERVE THE RIGHT TO MAKE REASONABLE MODIFICATIONS IN THE LOCATIONS, PLACEMENT, OR SETTINGS OF NEW EQUIPMENT, FIXTURES AND/OR MATERIALS SHOWN ON THE PLANS PRIOR TO ROUGH-IN WITHOUT INVOLVING ADDITIONAL COSTS.
- RECOGNIZED AUTHORITY AGENCIES:
AMERICAN STANDARDS ASSOCIATIONS (ASA)
AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
NATIONAL BOARD OF FIRE UNDERWRITERS (NBFU)
NATIONAL BUREAU OF STANDARDS, DEPARTMENT OF COMMERCE (NBS)
NATIONAL FIRE PROTECTION AGENCY (NFPA)
UNDERWRITERS LABORATORY (UL)

PROJECT LOCATION MAP



PROJECT DESIGN AND CRITERIA

PROJECT LOCATION:	1290 PETERSON DRIVE, WHEELING, ILLINOIS 60090
PROJECT DESCRIPTION:	ADDITION OF STEEL FRAMED ACCESSORY BUILDING
FLOOR AREA:	1,442 SF
CONSTRUCTION CLASSIFICATION:	TYPE 2B NON-COMBUSTIBLE, UNPROTECTED, FULLY SPRINKLERED
OCCUPANCY CLASSIFICATIONS:	STORAGE GROUP S2
OCCUPANT LOAD:	5 OCCUPANTS 1442 SF / 300 SF PER PERSON = 4.91 OCCUPANTS
AUTOMATIC SPRINKLER SYSTEM:	DEFERRED SUBMITTAL
LIFE SAFETY SYSTEM:	DEFERRED SUBMITTAL
CLASSIFICATION OF INTERIOR FINISHES:	CLASS II, F.S.R.
ACCESSIBILITY:	ALL WORK DESCRIBED HEREIN SHALL BE EXECUTED IN COMPLIANCE WITH THE ILLINOIS ACCESSIBILITY STANDARDS AND TITLE III OF THE AMERICANS WITH DISABILITIES ACT, 1991 AND THE INTERNATIONAL BUILDING CODE 2018

ENERGY CODE COMPLIANCE

BUILDING ENVELOPE ASSEMBLIES SHALL COMPLY WITH THE PRESCRIPTIVE METHOD OF CHICAGO ENERGY TRANSFORMATION CODE	
FENESTRATION U-FACTOR	0.30
SKYLIGHT U-FACTOR	0.55
CEILING R-VALUE	R-44
WALL R-VALUE	R-20 OR R-19 PLUS R-5 C.I.
FLOOR R-VALUE	R-30 OR INSULATION SUFFICIENT TO FILL THE CAVITY BUT NO LESS THAN R-14
BASEMENT WALL R-VALUE	R-19 OR R-15 C.I.

PROJECT TEAM

TENANT	ARCHITECT
JOEY PASCUCCI WHEEL-NN BODY 4 MOTOR WORKS 1290 PETERSON DRIVE WHEELING, ILLINOIS 60090	MICHAEL AIELLO, AIA AIELLO ARCHITECTURE DESIGN, INC. 1800 GLENVIEW ROAD GLENVIEW, ILLINOIS 60025
PHONE: - FAX: - EMAIL: wheelmjoey@comcast.net	PHONE: 847.767.0714 FAX: 847.730.3311 EMAIL: maitello@aadgroup.com

CONSTRUCTION NOTES

- SUBMIT CUT SHEETS TO ARCHITECT FOR REVIEW AND APPROVAL, INCLUDING BUT NOT LIMITED TO ELECTRICAL FIXTURES AND DEVICES.
- SUBMIT SAMPLES OF ALL FINISHES AND FINISHED MATERIALS TO ARCHITECT FOR REVIEW AND APPROVAL.
- SUBMIT COMPLETE SHOP DRAWINGS/SCHEDULES TO ARCHITECT FOR REVIEW AND APPROVAL, INCLUDING BUT NOT LIMITED TO STEEL FRAMING, DOORS, FRAMES AND HARDWARE.
- PAINT ALL EXPOSED, BARE, AND COVERED PIPES, DUCTS, HANGERS, STEEL, ELECTRICAL BOXES AND CONDUIT TO MATCH ADJACENT SURFACES OR AS SPECIFIED BY DRAWINGS OR FINISH SCHEDULE.
- PROVIDE REQUIRED THRESHOLDS AT JUNCTURE OF DIFFERING FLOORING MATERIALS AND ABUTTING EXISTING FLOOR COVERINGS TO REMAIN.
- ELECTRICAL OUTLETS, DATA OUTLETS AND SECURITY DEVICES ARE TO BE BRIGHT WHITE, UNLESS NOTED OTHERWISE.
- FOR ANY ROOM TO RECEIVE PERMANENT IDENTIFICATION SIGNAGE, THE SIGN SHALL BE LOCATED ON THE LATCH SIDE OF THE DOOR AND THE SIGN SHALL BE 60" FROM THE FINISHED FLOOR TO THE CENTER OF SIGN. TOILET ROOMS TO RECEIVE PERMANENT IDENTIFICATION SIGNAGE.
- DOOR HARDWARE SHALL BE CAPABLE OF OPERATION WITH THE USE OF ONE (1) HAND AND SHALL NOT REQUIRE TIGHT PINCHING, TIGHT GRASPING OR THISTING OF THE WRIST TO OPERATE. THUMB TURN DEADBOLTS ARE PROHIBITED; LEVER OR PADLOCK DEADBOLT RELEASE ARE ACCEPTABLE. DOOR THRESHOLD SHALL NOT EXCEED ONE-HALF INCH (1/2") IN HEIGHT; THRESHOLDS EXCEEDING ONE-QUARTER INCH (1/4") IN HEIGHT SHALL HAVE A 1:2 BEVEL. DOOR CLOSERS SHALL MEET OPENING FORCE AND SWEEP PERIOD REQUIREMENTS.
- ALL EXIT SIGNS SHALL BE THE RED L.E.D. OR SELF-LUMINOUS TYPE.
- DOORS USED IN CONNECTION WITH EXITS SHALL PERMIT IMMEDIATE OPENING WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE FROM THE EGRESS SIDE.
- ALL DOORS LEADING TO REQUIRED ACCESSIBLE ROOMS AND SPACES SHALL BE A MINIMUM OF 3'-0" WIDE, HAVE LEVEL OPERATED HARDWARE OR EQUAL, HAVE A MIN. OPENING FORCE OF 5 LBS., AND FULLY COMPLY WITH IAC 400.310 AND INTERNATIONAL BUILDING CODE.
- ALL NEW OR ALTERED ENVIRONMENTAL CONTROLS AND OPERATING MECHANISMS WILL COMPLY WITH IAC 400.310 FRONT REACH BETWEEN 15" AND 48" A.F.F. AND INTERNATIONAL BUILDING CODE.
- ANY NEW EMERGENCY WARNING ALARMS, WHERE PROVIDED, SHALL BE BOTH AUDIBLE AND VISUAL AND COMPLY WITH IAC 400.310 AND INTERNATIONAL BUILDING CODE THE VISUAL ALARMS WILL BE FLASHING TYPE WHERE THE FLASHING IS SYNCHRONIZED 4 IN COMPLIANCE FOR INTENSITY 4 FREQUENCY
- ALL SIGNAGE PROVIDED THROUGHOUT PROJECT TO COMPLY WITH IAC SECTION 400.310 AND INTERNATIONAL BUILDING CODE.

CODES AND ORDINANCES

- INTERNATIONAL BUILDING CODE, 2018
- INTERNATIONAL FIRE CODE, 2018
- INTERNATIONAL FUEL GAS CODE, 2018
- INTERNATIONAL MECHANICAL CODE, 2018
- INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018
- INTERNATIONAL EXISTING BUILDING CODE, 2018
- NATIONAL ELECTRICAL CODE, 2017
- ILLINOIS STATE PLUMBING CODE, 2014
- ILLINOIS STATE ENERGY CONSERVATION CODE, 2018
- ILLINOIS ACCESSIBILITY CODE, 2018

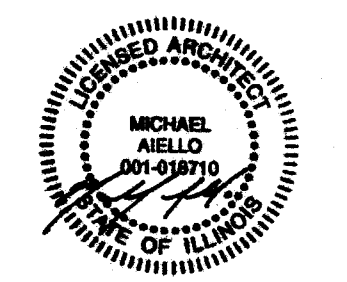
PROJECT AUTHORIZATION

THE PROJECT ARCHITECT OR ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ACTION TAKEN BY ANY PERSON ON THE PROJECT IF THAT PERSON HAS KNOWLEDGE OF ANY DISCREPANCY, ERROR OR OMISSION OR AMBIGUITY IN THE CALCULATIONS, DRAWINGS AND / OR SPECIFICATIONS UNTIL THE PROJECT ARCHITECT OR ENGINEER HAS BEEN NOTIFIED AND HAS CORRECTED, MADE THE INCLUSION OR HAS MORE CLEARLY EXPLAINED THE INTENT OF THE DRAWINGS, CALCULATIONS, AND / OR SPECIFICATIONS.

THESE DRAWINGS HAVE BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF COMPLY WITH ALL GOVERNING BUILDING CODES. THE CONTRACTOR SHALL BEAR ALL COSTS OF ANY ITEMS OR CHANGES MADE BY THE BUILDING DEPARTMENT OR THEIR INSPECTORS WITH NO COST TO THE ARCHITECT OR HIS CONSULTANTS. ARCHITECT IS NOT RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION OR SAFETY OF WORKERS.

MICHAEL AIELLO, AIA
ILLINOIS LICENSED ARCHITECT #001-018710
AIELLO ARCHITECTURE DESIGN, INC. - PROFESSIONAL DESIGN FIRM # 184-004854

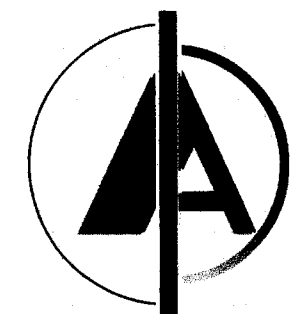
08/02/24
EXPIRATION 11/30/2024
EXPIRATION 04/30/2025

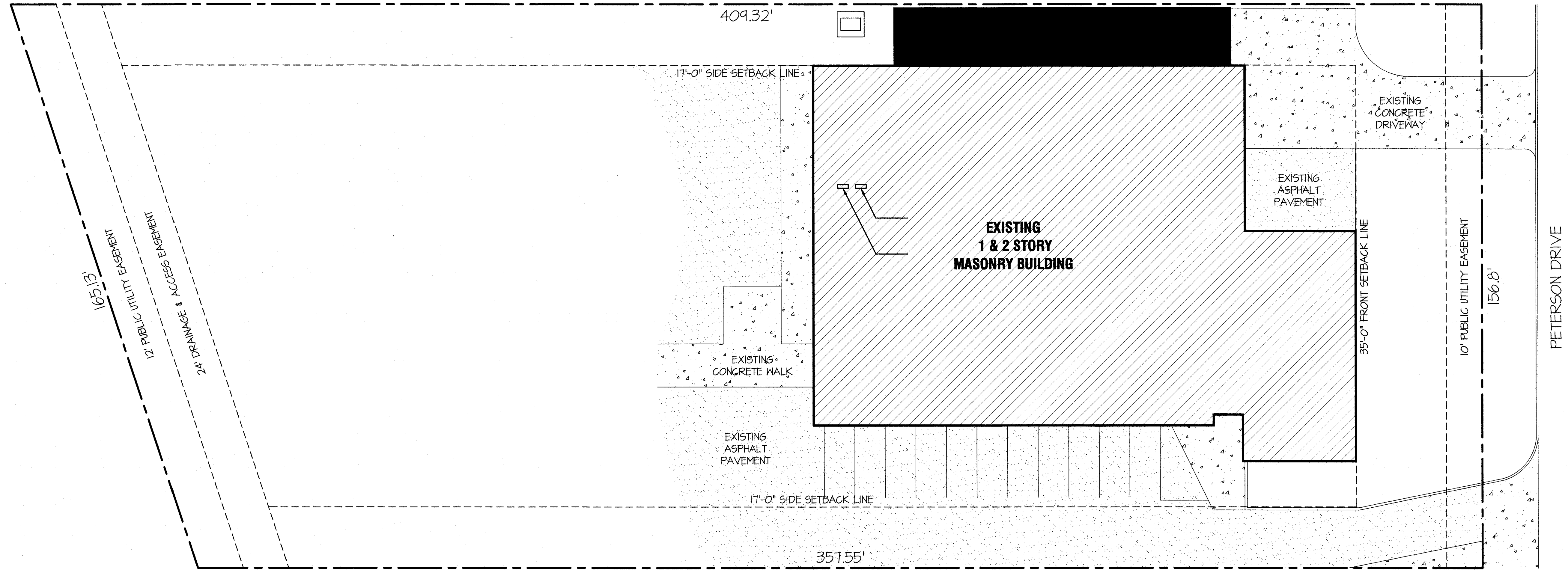


Expires November 30, 2028

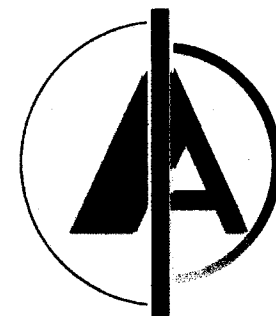
No.	Date	Issue / Revision	Checked By
1	10/15/24	ISSUED FOR PERMIT	MA
2	01/31/25	PLAN REVIEW CORRECTIONS	MA

Project No.	2444
Drawing File:	2444_permit_24_1015.dwg
Drawn By:	MA
Checked By:	MA
Sheet Title:	PROJECT INFORMATION AND SCHEDULES
Sheet:	T1





1 **PROPOSED SITE PLAN**
 A1 SCALE: 1/16" = 1'-0" 

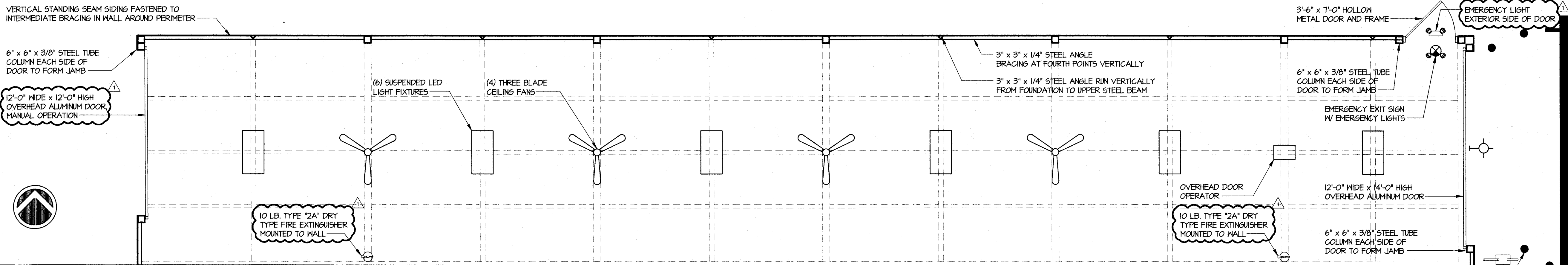


No.	Date	Issue / Revision	Checked By:	MA
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			Drawing File:	2444_permit_24_1015.dwg
			Drawn By:	MA

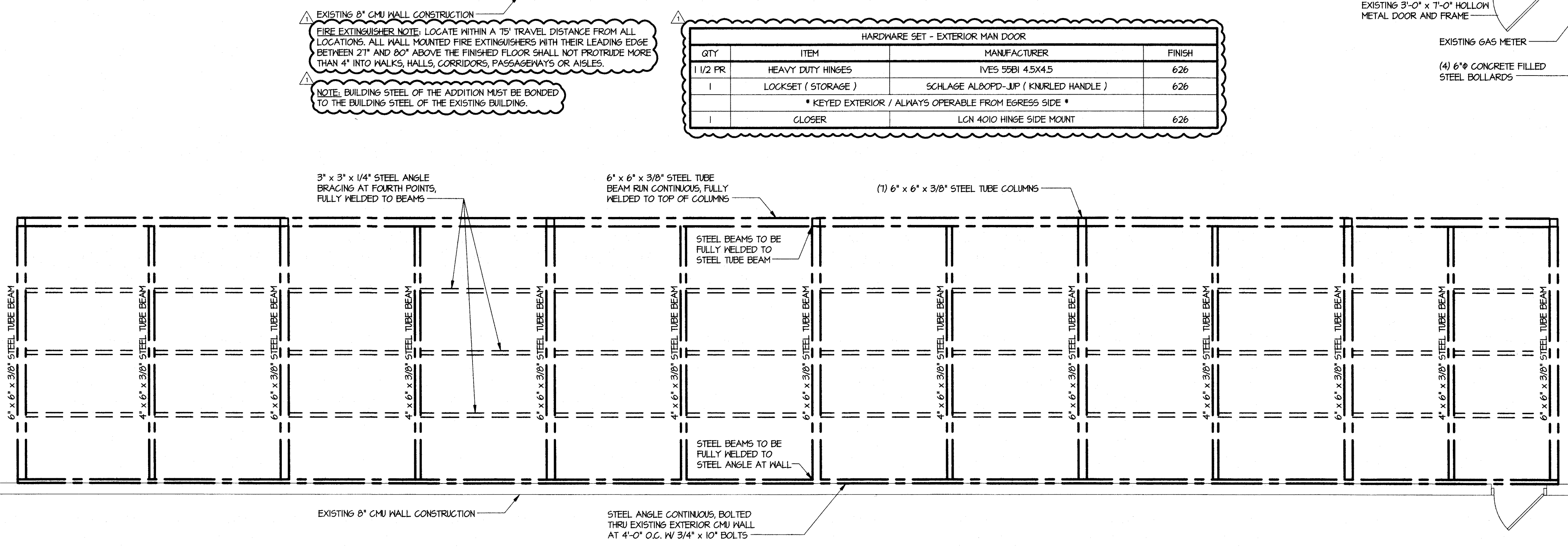
**PROPOSED
 SITE PLAN**

A1

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



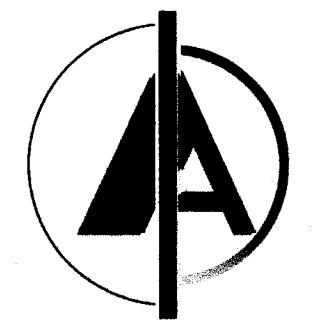
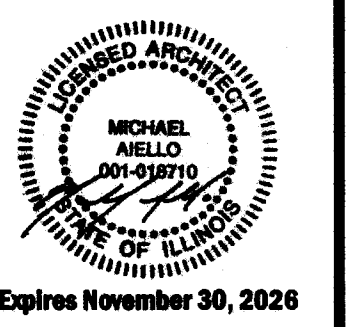
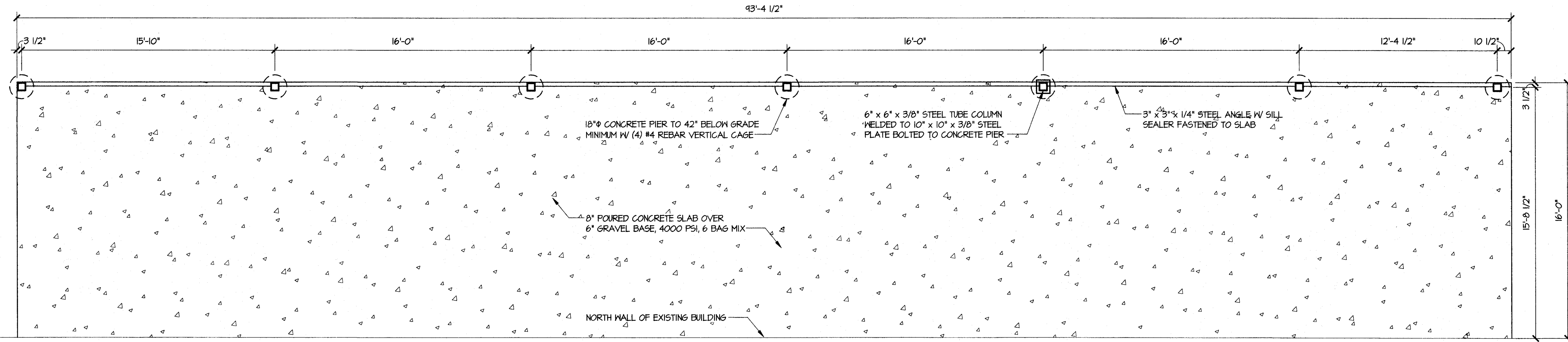
2 FRAMING PLAN
SCALE: 1/4" = 1'-0"



HARDWARE SET - EXTERIOR MAN DOOR

QTY	ITEM	MANUFACTURER	FINISH
1 1/2 PR	HEAVY DUTY HINGES	IVES 55BI 45X45	626
1	LOCKSET (STORAGE)	SCHLAGE AL80PD-JP (KNURLED HANDLE)	626
* KEYED EXTERIOR / ALWAYS OPERABLE FROM EGRESS SIDE *			
1	CLOSER	LCN 4010 HINGE SIDE MOUNT	626

3 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



1	10/15/24	ISSUED FOR PERMIT	Project No.	2444
△	01/31/25	PLAN REVIEW CORRECTIONS	Drawing File:	2444_permit_24_1015.dwg
			Drawn By:	MA
No.	Date	Issue / Revision	Checked By:	MA

PROPOSED FLOOR PLANS

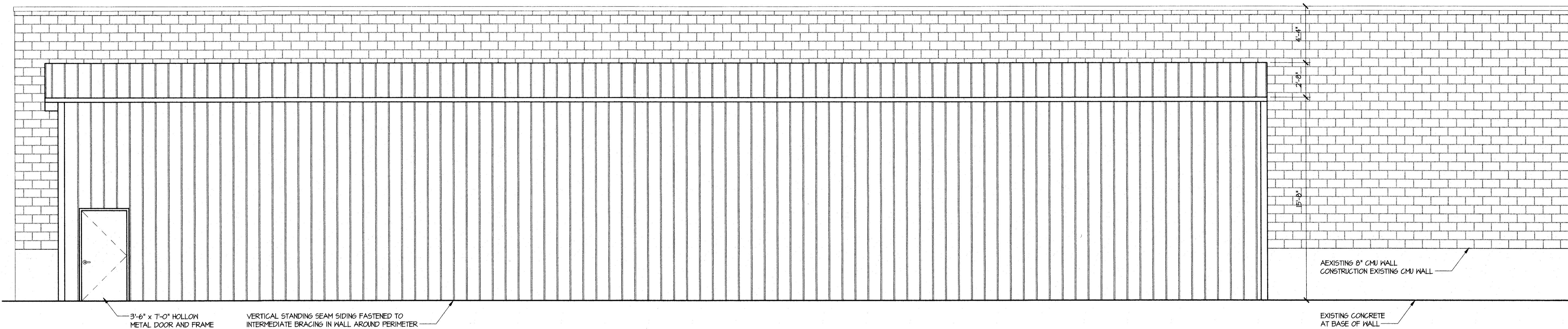
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A2

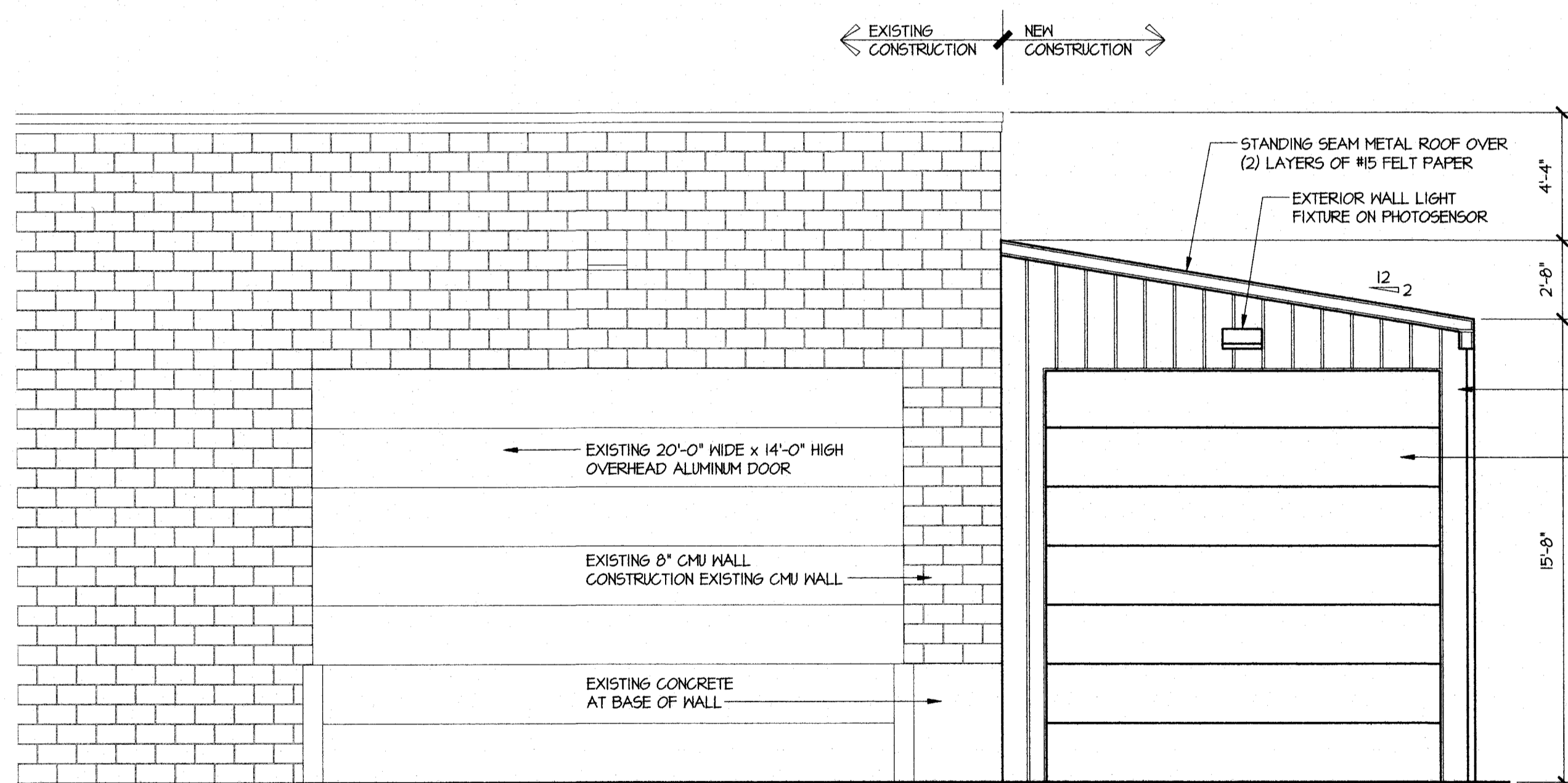
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1290 PETERSON DRIVE, WHEELING, ILLINOIS 60090

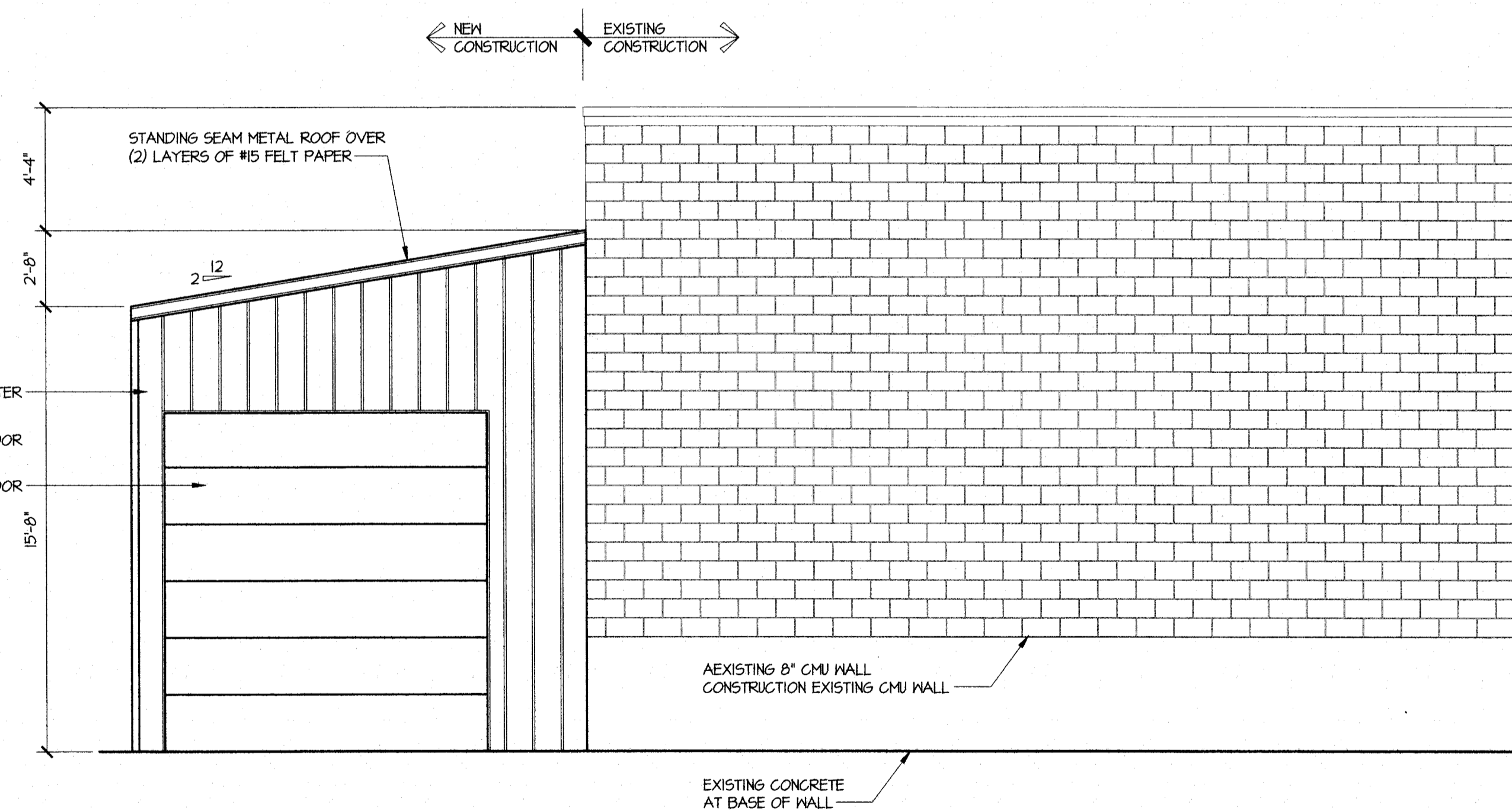
COPYRIGHT 2024



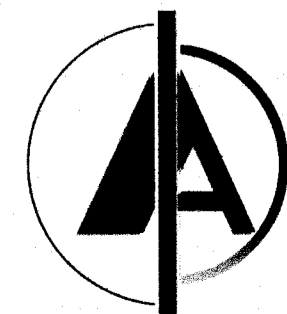
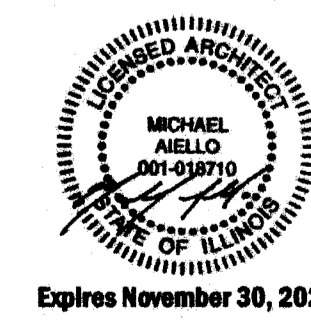
1 NORTH ELEVATION
 A3 SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
 A3 SCALE: 1/4" = 1'-0"



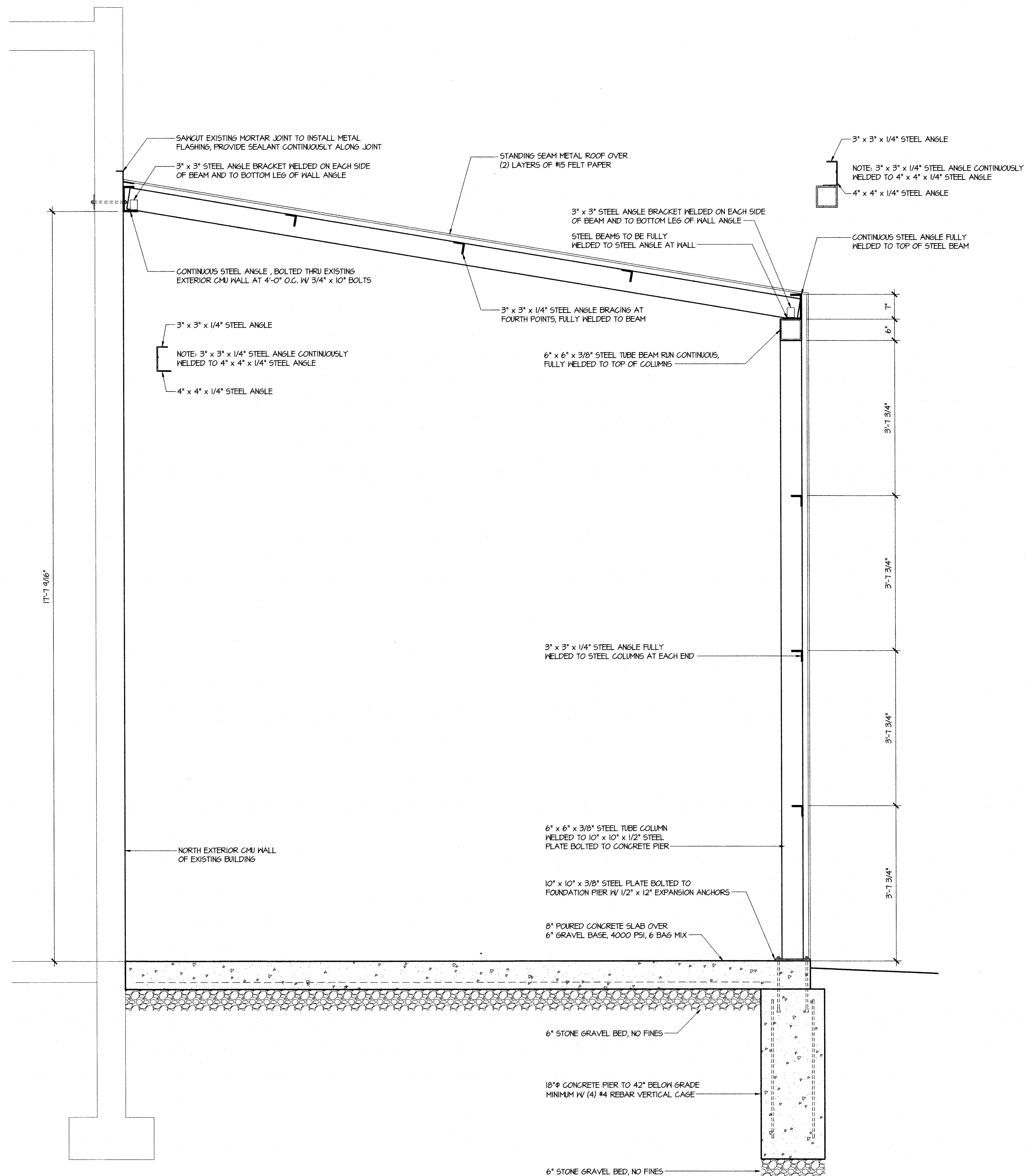
3 WEST ELEVATION
 A3 SCALE: 1/4" = 1'-0"



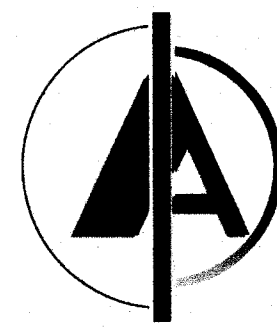
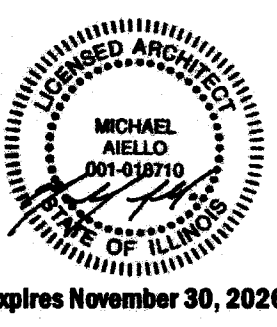
No.	Date	Issue / Revision	Checked By.	MA
1	10/15/24	ISSUED FOR PERMIT	Project No.	2444
			Drawing File:	2444_permit_24_1015.dwg
			Drawn By:	MA

PROPOSED ELEVATIONS

A3



1 CROSS SECTION
 A4 SCALE: 3/4" = 1'-0"



1800 GLENVIEW ROAD			GLENVIEW, ILLINOIS 60025			WWW.AADGROUP.COM			847.767.0779 PHONE		
No.	Date	Issue / Revision	Checked By:	MA	Project No.	2444	PROPOSED CROSS SECTION				
			Drawing File:	2444_permit_24_1015.dwg	Drawn By:	MA					
Sheet Title:											A4
Sheet:											Sheet:

STARDUST CONSTRUCTION INC.

5854 W. School St., Chicago, IL 60634
Tel.: (773) 230-3407 • Fax: (773) 481-1529

CASH SALES CONTRACT

STARDUST CONSTRUCTION INC. (contractor) agrees to furnish all materials and labor necessary to do modernization work and improvements on the premises located at the address listed below under the following terms and conditions.

Owner's Name WHEEL INN BODY + MOTOR WORKS - JOE PASCUCCI Phone 847-812-289
Address 1290 PETERSON DR. Date 11-13-25
City WHEELING State IL Zip Code 60090

The undersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services:

REFRAME SIDE DOOR + CAP WITH ALUMINUM. INSTALL
5/8" PLYWOOD FASTEN WITH EXTERIOR SCREWS APP 4' HIGH
100' LONG ON EAST + NORTHSIDE OF ADDITION, WRAP PLYWOOD
VAPOR BARRIER. INSTALL PANEL BRICK TO THE AREA +
TUCKPOINT. FLASH WITH ALUMINUM WERE NEEDED. INSTALL
6" GUTTER + 2 DOWNSPOUT ON THE NORTHSIDE OF ADDITION.
CUSTOMER TO PROVIDE PANEL BRICK + MORTAR
ALL OTHER MATERIAL NEEDED - PLYWOOD FASTENER, FLASHING
+ CAULKING WILL BE PROVIDED BY STARDUST CONSTRUCTION INC.

Owner agrees to pay Contractor for all labor and material and services to be furnished by Contractor to Owner, under the terms of this contract.

All for the sum of _____ \$ 9,500.00
Deposit _____ \$ _____
Balance _____ \$ _____

Seller warrants workmanship for one year after date of completion and will remedy substantial defects on written notice from buyer within such one year period.

This contract shall become effective unless notified in writing within thirty days by an authorized officer of STARDUST CONSTRUCTION INC. This contract contains the entire understanding and agreement between the parties and no verbal agreements or changes are to be recognized.

Buyer(s) represents he owns property on which work is to be furnished.

Seller shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control.

Contractor is not responsible for conditions or circumstances beyond its control including condensation resulting from or due to pre-existing conditions. Painting, staining or redecorating is not included in this contract.

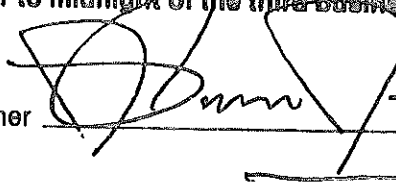
Payment is due in full upon completion of installation as described above. Late fees will begin to accrue if payment in full is not received within three days of completion date. All sums remaining unpaid three days after date of completion shall bear interest at the rate of 1.75% per month, or fraction thereof.

Should the buyer fail to pay in full as provided herein upon completion, they will be responsible for court costs, costs of litigation, and reasonable attorney's fees incurred in the collection of any past due amounts.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.


Dated 11-13, 2025
STARDUST CONSTRUCTION INC.

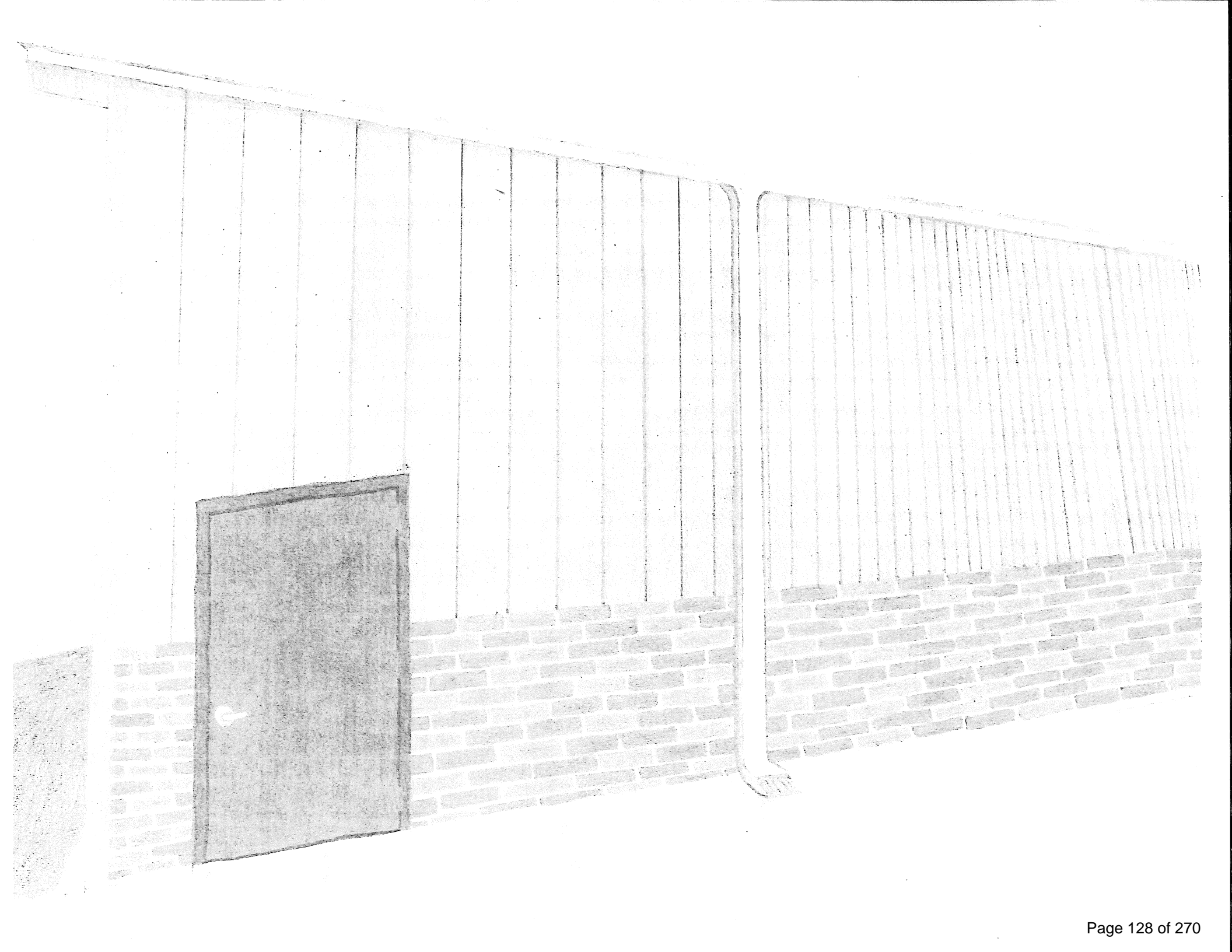
Owner

 PASCUCCI

Owner's Spouse

By:







MEMORANDUM

DATE: December 17, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSPMAJ25-0004, Request for Major Site Plan and Building Appearance Approval to Permit a Building Addition for Gene's Towing (1290 Peterson Drive).
RECOMMENDED ACTION: **Recommend Approval of Docket No. PSPMAJ24-0004**, granting major site plan and building appearance approval, as required under Title 19, Zoning, of the Wheeling Municipal Code and Chapter 19-12, associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

EXECUTIVE SUMMARY

GENERAL PROPERTY INFORMATION

Address: 1290 Peterson Drive, Wheeling, IL

Property Size: +/- 60,317 sq. ft.

Building: +/- 14,000 sq. ft. (before addition) / 1,395 sq. ft. addition (already constructed)

Neighboring Property Land Use(s):

North, east, south: Industrial

West: ComEd property and railroad tracks

Existing Use of Property: Industrial, towing company

Proposed Use of Property: No change

Existing Zoning: I-3, General Industrial

Comprehensive Plan Designation: Industrial

Zoning History:

- Ordinance No. 2915, approved 11/1/1993, granting special use-site plan approval for carting, expressing, hauling or storage yard (Docket No. 1993-21).
- Ordinance No. 4376, approved 12/1/2008, granting special use-site plan approval for a towing company with light auto repair, light auto body and associated outdoor storage (Docket No. 2008-28).
- Docket No. SCBA 09-7, approved 2/26/2009, granting appearance approval for a wall sign for Gene's Towing.

SUMMARY SINCE OCTOBER 22, 2025 PLAN COMMISSION MEETING

At the October 22, 2025 public hearing, the Plan Commission recommended denial of the petitioner's request for major site plan and appearance approval, along with the building setback variation (Docket No. PV25-0007), for a non-permitted building addition for Gene's Towing. Following the Plan Commission hearing, the petitioner informed Community Development of their intent to modify the exterior façade of the addition in an effort to better align with the Village's building design guideline requirements. As a result, at the December 1, 2025 Village Board meeting, the Board remanded the request back to the Commission for consideration of the petitioner's revised submittal. This item is being presented as a new request by the Commission.

The following staff report has been prepared to reflect the current request.

SUMMARY OF REQUEST

The petitioner is seeking after-the-fact major site plan and appearance approval for a non-permitted building addition for Gene's Towing, located at 1290 Peterson Drive. As described in the Petitioner's Project Description Letter, the addition is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, this approval is considered "after-the-fact".

Associated with this request, is a variation to reduce the minimum building side yard setback on the north property line from 17 feet to 0 feet (Docket No. PV25-0007). Additionally, since the existing building and addition span three parcels, a Plat of Consolidation (Docket No. PSUBFP25-0005) will be processed to consolidate the three existing parcels into a single lot. The Plat of Consolidation requires approval by the Village Board only and therefore, will not require action at the Plan Commission.

SITE ANALYSIS

For the purposes of promoting compatible development and ensuring adequate public facilities, Site Plan and Building Appearance review and approval is required prior to issuance of a building permit or commencing use of land, except for single and two-family residences. Site Plan review only involves the static aspects of a site – layout, parking, landscaping, fencing, etc., and not the land use or operations of a business.

The Zoning Code requires that additions to a principal structure that are greater than 1,000 sq. ft. have a concept review by the Village Board before being reviewed by the Plan Commission, unless waived by the Village Administrator. However, since the addition is already constructed, the concept review has been waived and the project is proceeding directly to the Commission for review. As this request is for major site plan and appearance approval, the Commission's recommendation will be forwarded to the Village Board for a final decision.

Site Plan: The 1,395 sq. ft. building addition constructed along the north wall of the existing building is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, thus the addition was constructed within the required building north side yard setback (see Docket No. PV25-0007).

Elevations: The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing the installation of a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition (see attached scope of work and sketch exhibit).

The revised submittal includes the addition of faux-brick at the base of the building addition to increase consistency with the principal building. However, the primary material of the addition remains of aluminum siding, which is not a permitted exterior material under current Village standards, nor is the addition consistent with the principal building.

Site Expansion & Restoration: The property owner extended surface parking and installed fencing beyond the western boundary of the subject site and onto the adjacent ComEd property to the west, without the consent of ComEd nor approval from the Village. At the request of Village staff, the petitioner has removed the fence panels from the adjacent ComEd property, and a new fence has been installed along the west property line; however, a permit was not obtained prior to the fence installation (as previously requested). In addition, the fencing installed includes a double swing gate section, which could allow further/continued access to the adjacent ComEd property. *The Commission should further evaluate the fence and gate installed on the west property line and if the inclusion of the gate is appropriate or should be removed to be replaced with standard fence sections to ensure no further access to the adjacent property.*

Further restoration efforts are needed to fully reestablish the ComEd property through removal of the gravel and asphalt surfacing. As a result, a condition has been added requiring the petitioner to complete the restoration of the ComEd property to be coordinated with ComEd, and obtain an after-the-fact Wheeling permit for the installation of a permanent six-foot tall solid fence along the west property line.

STAFF REVIEW

Fire Department Review: There are no comments at this time. The Fire Department will conduct an additional review during the building permit review.

Engineering Division Review: There are no comments at this time. The Engineering Division will conduct an additional review during the building permit review.

Staff Recommended Action: Should the Plan Commission consider the after-the-fact major site plan and appearance approval request, the following conditions should be considered:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of major site plan and building appearance approval, the appropriate motion would be to:

Recommend Approval of Docket No. PSPMAJ24-0004, granting major site plan and building appearance approval, as required under Title 19, Zoning, of the Wheeling Municipal Code and Chapter 19-12, associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.

4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

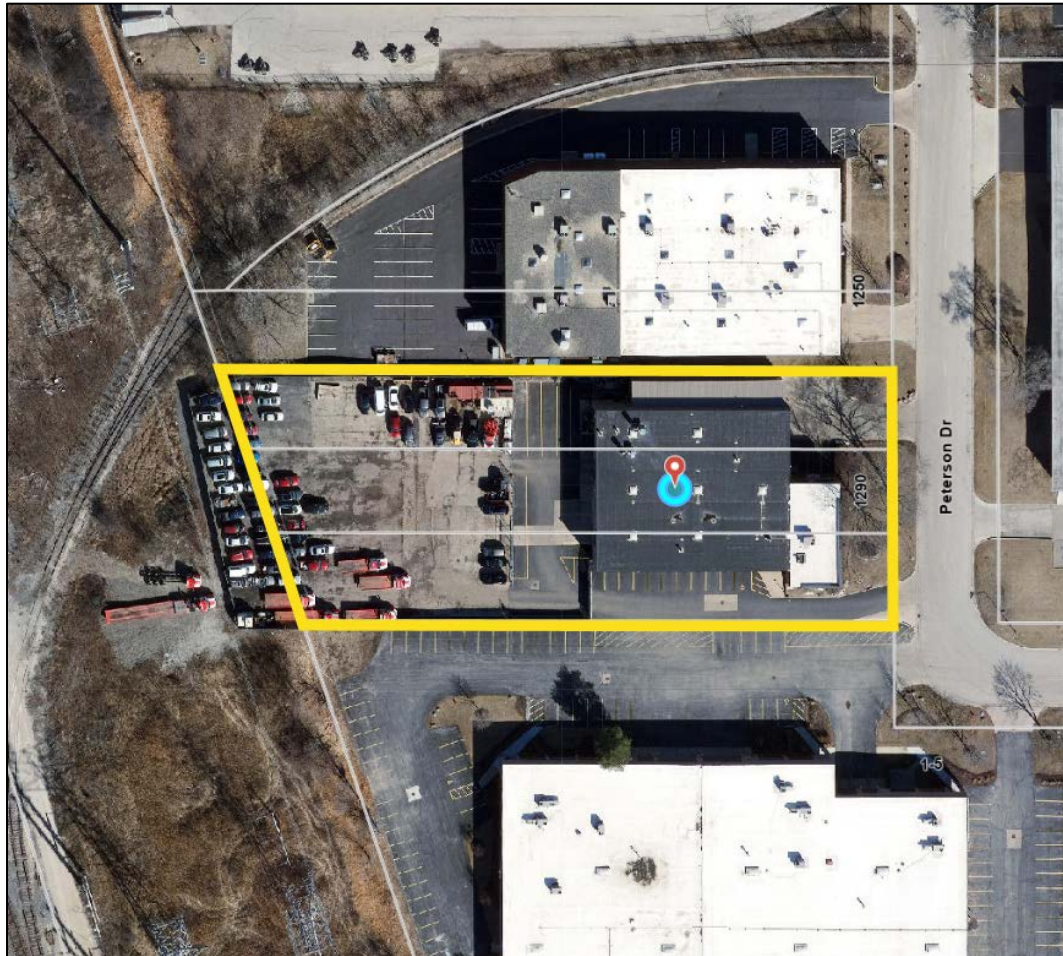
ATTACHMENTS:

Attachments to Staff Report (Staff)

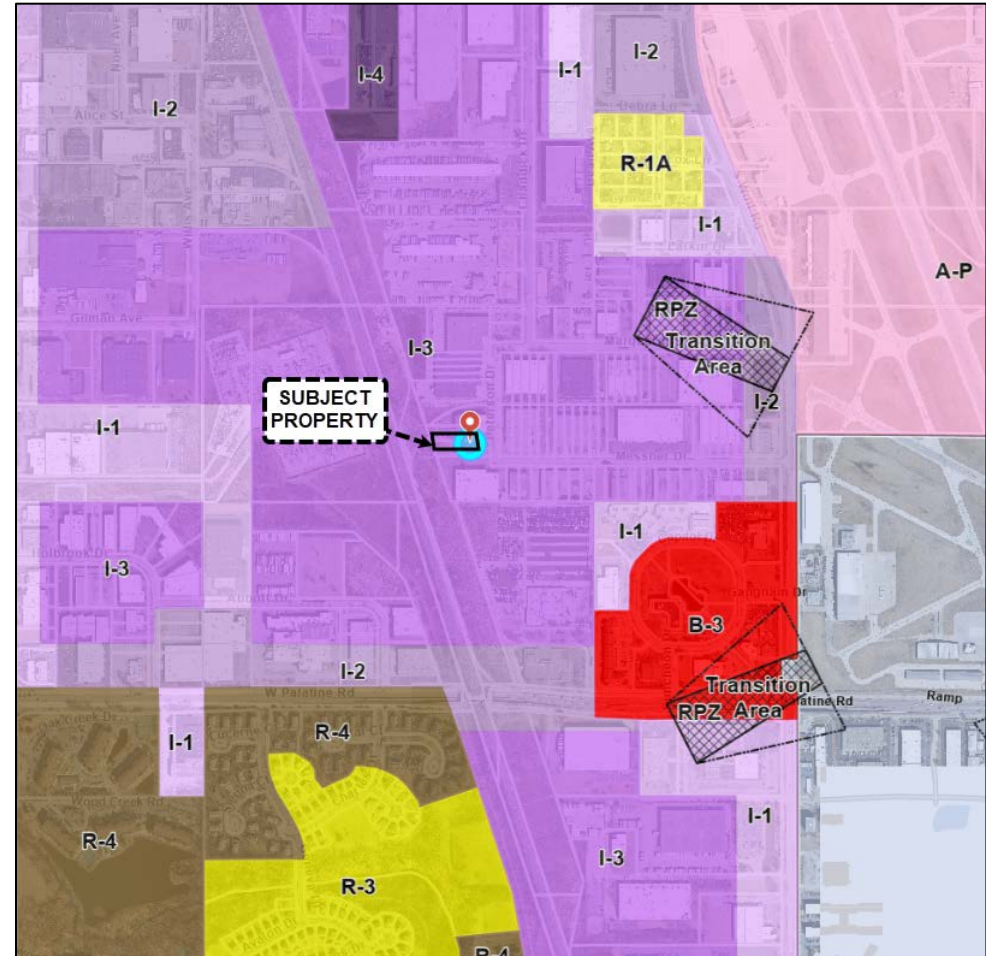
Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025

Plan Set prepared by Michael Aiello, dated 1/31/2025

Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025



LOCATION MAP



ZONING MAP



Photo of building addition from Peterson Drive facing West.



Photo of the new fence on the west property line.



Photo of the new fence with double gate on the west property line taken from Gene's Towing property.



Photo of the new fence on the west property line taken from ComEd property.

**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. PV25-0007
Request For a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 17 Feet to 0 Feet Associated With a Non-Permitted Building Addition for Gene's Village Towing, Inc. Located at 1290 Peterson Drive.

Docket No. PSPMAJ25-0004
Request for Major Site Plan and Building Appearance Approval Associated With a Non-Permitted Building Addition for Gene's Village Towing, Inc. Located at 1290 Peterson Drive.

Chairman Johnson called Docket Nos. PV25-0007 and PSPMAJ25-0004 on December 17, 2025. Present were Commissioners Riles, Myer, Hyken, Karl, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

Secretary Sprague reported that Gene's Towing was seeking a variation to reduce the minimum required side yard setback and for major site plan and building appearance approval to permit a building addition. He read the requirements for zoning variations.

Ms. Knysz noted that at the October 22, 2025 public hearing, the Plan Commission recommended denial of the petitioner's request for a building setback variation from 17 feet to zero feet, and also recommended denial of the major site plan and appearance review (Docket No. PSPMAJ25-0004) for the non-permitted building addition for Gene's Village Towing. Following the Plan Commission hearing, the petitioner informed Community Development of their intent to modify the exterior façade of the addition in an effort to better align with the Village's building design guideline requirements. As a result, at the December 1, 2025 Village Board meeting, the Board remanded the request back to the Commission for consideration of the petitioner's revised submittal. This item is being presented as a new public hearing by the Commission.

The petitioner is seeking a variation to reduce the minimum required building side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition for Gene's Towing, located at 1290 Peterson Drive. As described in the Petitioner's Project Description Letter, the addition is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, this approval is considered "after-the-fact".

Due to the size of the addition exceeding 1,000 sq. ft., the petitioner is also seeking major site plan and appearance approval (PSPMAJ25-0004), which requires final approval by the Village Board. Additionally, since the existing building and addition span three parcels, a Plat of Consolidation (Docket No. PSUBFP25-0005) will be processed to consolidate the three existing parcels into a single lot. The Plat of Consolidation requires approval by the Village Board only and therefore, will not require action at the Plan Commission.

The Petitioner is seeking an after-the-fact variance to permit a zero foot side yard setback for a 1,395 sq. ft. building addition constructed along the north wall of the existing building. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, including building setbacks. The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing to install a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition.

The 1,395 sq. ft. building addition constructed along the north wall of the existing building is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, thus the addition was constructed within the required building north side yard setback (see Docket No. PV25-0007).

The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing the installation of a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition.

The revised submittal includes the addition of faux-brick at the base of the building addition to increase consistency with the principal building. However, the primary material of the addition remains of aluminum siding, which is not a permitted exterior material under current Village standards, nor is the addition consistent with the principle building.

Ms. Knysz read the proposed conditions for Docket No. PV25-0007:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25- 0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

Joseph Pascucci and Joey Pascucci stepped to the podium and were sworn in. They explained what had changed since the last Planning Commission meeting, including the addition of a four-foot by 100-foot brick board with plywood and installation. It would look exactly like the brick on the building. The brick board and plywood added a total of once inch.

Commissioner Riles had no questions.

Commissioner Smart thanked the petitioner for the revisions and asked about any upcoming proposed changes. Commissioner Smart noted that the aluminum siding was a non-permitted material in Wheeling. Joseph Pascucci stated that they would not be proposing any additional changes.

Commissioner Hyken had no questions.

Commissioner Sprague asked if the fence was changed at all and if there were gates. Joseph Pascucci reported that the fence was pulled back to its original position and there were swing gates for snow plowing. Commissioner Sprague raised concerns about dumping rain into the neighbor's yard and noted that the neighbor had indicated that there was no issue since the last Planning Commission meeting. He asked if there was a drain. Joseph Pascucci reported that there was a sewer where the properties meet, and both properties were graded towards the sewer. Commissioner Sprague asked if the neighbor was okay with him being so close to the property line. Joseph Pascucci confirmed that he was. Commissioner Sprague commented that he was disappointed that Joseph Pascucci did not come to the Planning Commission prior to the project but was okay with proceeding since the neighbor had no issues.

Commissioner Karl had no questions.

Commissioner Myer discussed that some of the structure did not comply with the Village's requirements and how he reached the conclusion of the brick board. Joseph Pascucci stated that the brick board had not been installed yet, but they had spoken with the Village about it. The weather had not allowed for it to be installed and they first wanted approval. Commissioner Myer asked if there were plans for signage. Joseph Pascucci confirmed they did not, and they already had enough signage.

Ms. Knysz confirmed that permits were applied for, and they had received their first round of comments back. She noted that there was a review letter, but she was unsure on the inspections that had been done. Joey Pascucci reported that the fire inspector had inspected everything.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Smart to recommend approval for Docket No. PV25-0007 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.

3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Karl, Sprague, Riles
NAYS: Commissioners Johnson, Hyken, Myer, Smart
ABSENT: None
ABSTAIN: None

There being three affirmative votes, the motion was not approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to close Docket No. PV25-0007.

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.

Ms. Knysz read the proposed conditions for Docket No. PSPMAJ25-0004:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Smart to recommend approval for Docket No. PSPMAJ24-0004, granting major site plan and building appearance approval, as required under Title 19, Zoning, of the Wheeling Municipal Code and Chapter 19-12, associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Riles
NAYS: Commissioners Johnson, Hyken, Myer, Smart, Karl
ABSENT: None
ABSTAIN: None

There being two affirmative votes, the motion was not approved.

1-15-2026

The Village of Wheeling

1 Community Blvd

Wheeling, IL 60090

RE: Gene's Towing 1290 Peterson Dr. - Building addition

Gene's Towing started the concrete driveway extension along the building back in 2017, which we pulled a permit for the concrete. In 2022 we originally planned on putting an overhang roof from the building out to the edge of the concrete, not thinking we would require a permit. The roof was a kit and after talking to the place that sold us the kit, it made more sense to put up walls as well.

Thank You!

A handwritten signature in black ink, appearing to be "Gene's Towing" or similar, written in a cursive style.



MEMORANDUM

DATE: February 2, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting a Variation from Title 19, Zoning, to Permit a Reduction in the Minimum Required Side Yard Setback for Gene's Village Towing (1290 Peterson Drive) [Docket No. PV25-0007]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Gene's Village Towing, Inc. seeks a variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition. At the December 17, 2025 Plan Commission hearing, the Commission recommended denial of the variation request, with a vote of 3 commissioners in favor of the request and 4 opposed. The petitioner is also seeking major site plan and appearance approval, which immediately precedes this item on the February 2, 2026, regular meeting agenda. Since the existing building and addition span three parcels, a request for approval of a subdivision plat to consolidate the three existing parcels into a single lot follows this item on the February 2 agenda.

MEMO

The petitioner is seeking an after-the-fact variance to permit a zero-foot side yard setback, instead of the required minimum 17-foot setback, for a 1,395-square-foot building addition constructed along the north wall of the existing building. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, including building setbacks.

Plan Commission Recommendation

At the December 17, 2025 Plan Commission hearing, Commissioner Sprague moved, seconded by Commissioner Smart, to recommend approval of Docket No. PV25-0007 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the exhibits listed below and subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Riles, Karl

NAYS: Commissioners Johnson, Hyken, Myer, Smart

There being three affirmative votes, the motion was not approved.

Community Development Director's Review and Recommendation

The Findings of Fact and Recommendation provided by the Plan Commission reflect a negative recommendation based on 3 yes votes and 4 no votes. An affirmative recommendation requires a majority of "yes" votes from the quorum of the Commission, which this petition failed to receive. Should the Village Board wish to consider the petitioner's request for a variation, an ordinance has been prepared for a variation to permit a reduction in the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition within the I-3, General Industrial Zoning District, for the property located at 1290 Peterson Drive.

Attachments

Ordinance – Variation for Docket No. PV25-0007

Exhibits: Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025

Plan Set prepared by Michael Aiello, dated 1/31/2025

Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025

PC Staff Report

Attachments to Staff Report (Staff)

Findings of Fact – Draft

Public Notice Certification

Letter from Joe Pascucci dated 1/15/2026

ORDINANCE NO. _____

ORDINANCE GRANTING A VARIATION FROM TITLE 19, ZONING, TO PERMIT A REDUCTION IN THE MINIMUM REQUIRED SIDE YARD SETBACK FOR GENE'S VILLAGE TOWING (1290 PETERSON DRIVE)

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on October 22, 2025, duly noticed in the *Daily Herald* on October 7, 2025, to consider a petition by Gene's Village Towing, Inc. (hereinafter referred to as the "Petitioner") for a variation to reduce the minimum required side yard setback from 17 feet to zero feet associated with a non-permitted building addition for the property located at 1290 Peterson Drive (hereinafter referred to as "Subject Site"), zoned I-3, General Industrial, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.07.040, I-3 General Industrial District and associated sections; and

WHEREAS, the Plan Commission of the Village of Wheeling reviewed the Petitioner's request and submitted its recommendation to the President and Board of Trustees that the Petitioner's request be denied, with a vote of 3 ayes and 4 nays; and

WHEREAS, the President and Board of Trustees held a meeting on December 1, 2025 at which the Petitioner submitted a request to amend the petition to modify exterior elements of the constructed building addition; and

WHEREAS, the President and Board of Trustees remanded the petition back to the Plan Commission to conduct a new public hearing on the Petitioner's amended petition; and

WHEREAS, the Plan Commission of the Village of Wheeling subsequently held a public hearing on December 17, 2025, duly noticed in the *Daily Herald* on December 2, 2025, to further consider a petition by the Petitioner for a variation to reduce the minimum required side yard setback from 17 feet to zero feet associated with the construction of an approximately 1,395-square-foot building addition at the Subject Site, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.07.040, I-3 General Industrial District and associated sections; and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for major site plan and appearance review for the construction of an addition greater than 1,000 square feet (Docket No. PSPMAJ25-0004); and

WHEREAS, this variance petition is associated with and contingent upon the approval of a petition for a subdivision plat to consolidate three existing parcels into a single lot (Docket No. PSUBFP25-0005); and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending denial, by a vote of 3 ayes and 4 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 19.07.040, I-3 General Industrial District and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition for the Subject Site, herein legally described:

LEGAL DESCRIPTION:

LOTS 7, 8 AND 9 IN WHEELING CENTER FOR INDUSTRY UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OR SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, 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 prepared by Joseph Pascucci, Jr., dated 10/6/2025
- Plan Set prepared by Michael Aiello, dated 1/31/2025
- Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025

SECTION D

The Variation approval granted in Section B of this Ordinance is subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign 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	_____

APPROVED this 2nd day of February 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 3rd day of February, 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 prepared by Joseph Pascucci, Jr., dated 10/6/2025
- Plan Set prepared by Michael Aiello, dated 1/31/2025
- Proposal and exhibit prepared by Stardust Construction, Inc., dated 11/13/2025

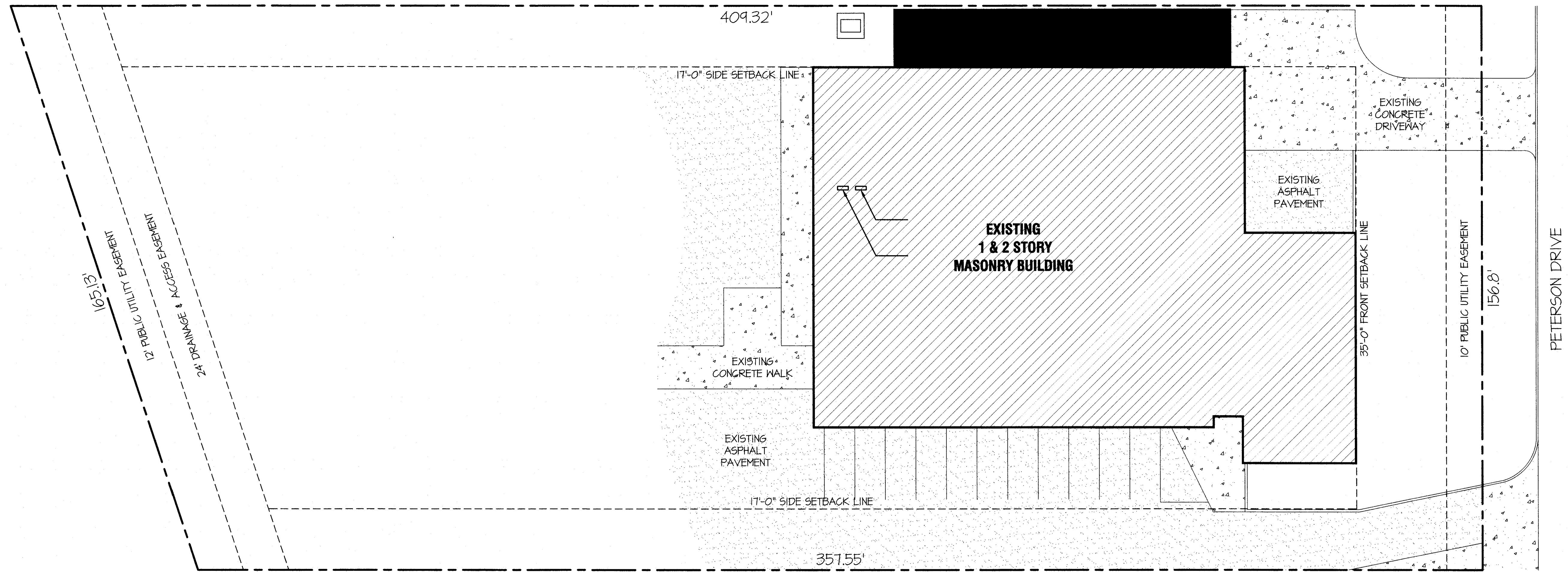


We would like to respectfully request for the set back variation for an addition to our current structure at 1290 Peterson Dr. Wheeling, IL 60090. Gene's Village Towing serves as a first responder for the Wheeling Police Department and Five additional police departments. As part of our responsibilities, we are required to maintain a secured, sectioned-off indoor storage area for MCAT fatality investigations. This addition is being used for Police department investigations for fatalities and major crashes for MCAT so that the investigators have a secluded area sectioned off from the weather and elements so they can properly recreate the accident scenes. At any given time we have multiple vehicles stored in this area awaiting investigation.

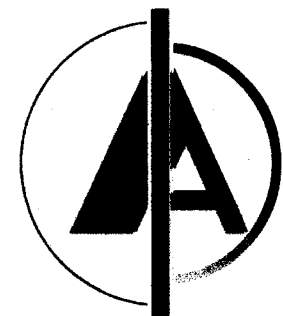
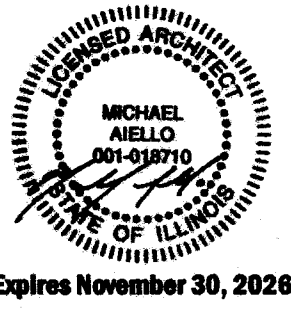
Genes Village Towing, Inc.

Joseph D. Pascucci Jr.

A handwritten signature in black ink, appearing to read "Joseph D. Pascucci Jr.", is written over the printed name. Below the signature, the date "10.6.25" is handwritten in black ink.



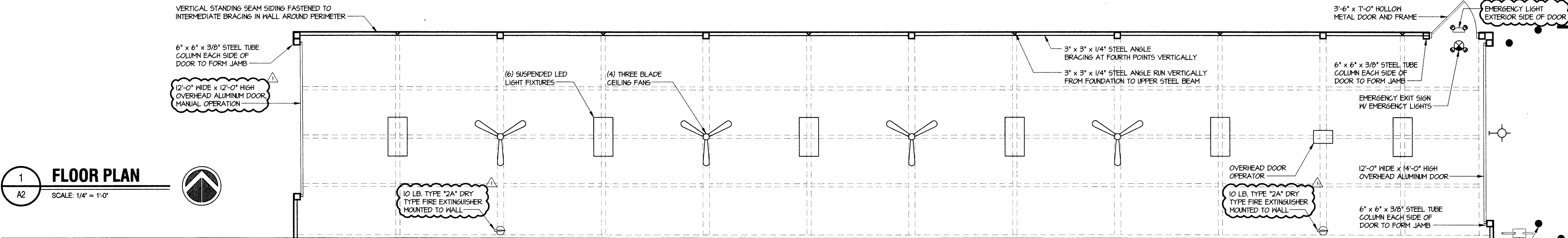
1 **PROPOSED SITE PLAN**
 A1 SCALE: 1/16" = 1'-0" 



No.	Date	Issue / Revision	Checked By:	MA
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			Drawn By:	MA

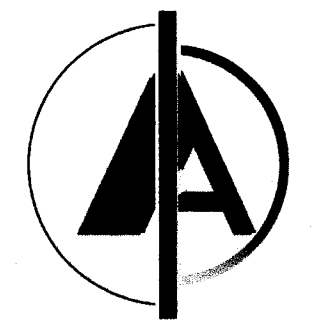
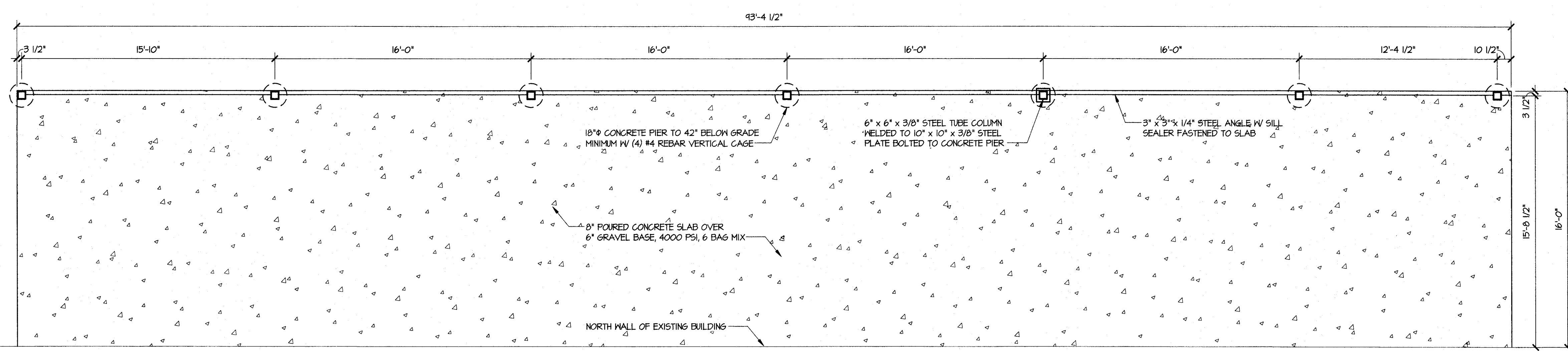
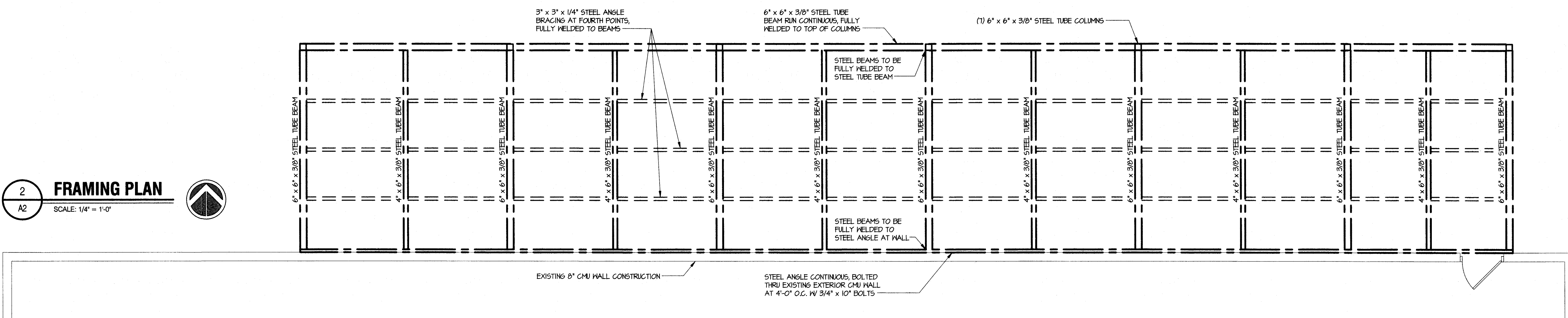
**PROPOSED
 SITE PLAN**

A1



EXISTING 6" CMU WALL CONSTRUCTION
 FIRE EXTINGUISHER NOTE: LOCATE WITHIN A 75' TRAVEL DISTANCE FROM ALL LOCATIONS. ALL WALL MOUNTED FIRE EXTINGUISHERS WITH THEIR LEADING EDGE BETWEEN 21" AND 80" ABOVE THE FINISHED FLOOR. SHALL NOT PROTRUDE MORE THAN 4" INTO WALKS, HALLS, CORRIDORS, PASSAGEWAYS OR AISLES.
 NOTE: BUILDING STEEL OF THE ADDITION MUST BE BONDED TO THE BUILDING STEEL OF THE EXISTING BUILDING.

HARDWARE SET - EXTERIOR MAN DOOR			
QTY	ITEM	MANUFACTURER	FINISH
1 1/2 PR	HEAVY DUTY HINGES	IVES 55BI 45X45	626
1	LOCKSET (STORAGE)	SCHLAGE AL80PD-JP (KNURLED HANDLE)	626
* KEYED EXTERIOR / ALWAYS OPERABLE FROM EGRESS SIDE *			
1	CLOSER	LCN 4010 HINGE SIDE MOUNT	626

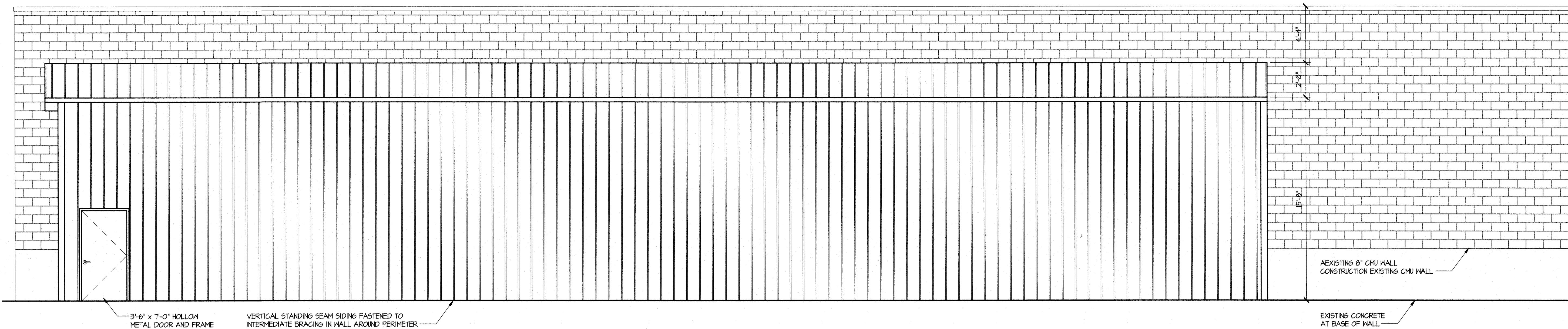


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			Drawn By:	MA
No.	Date	Issue / Revision	Checked By:	MA

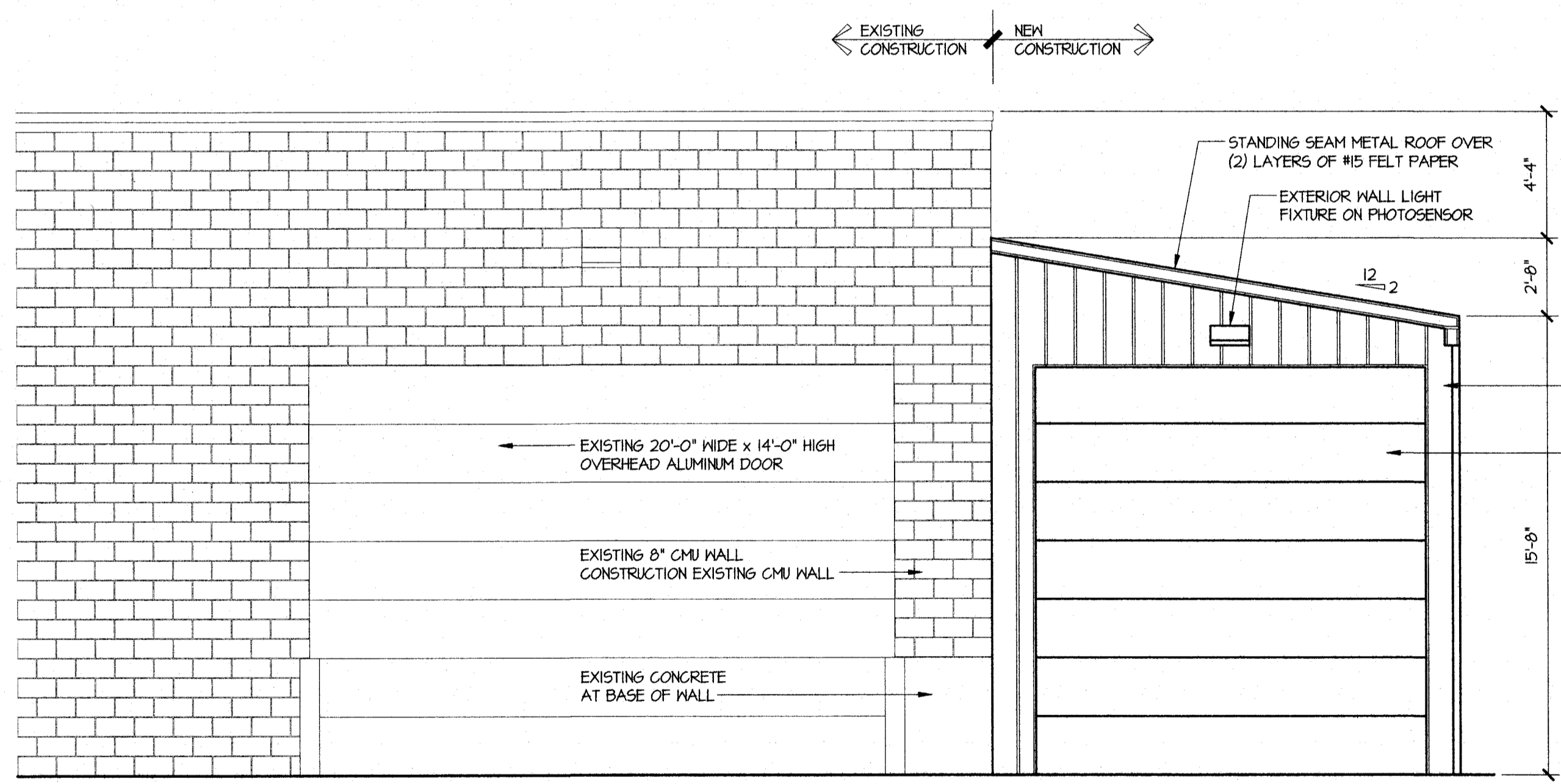
PROPOSED FLOOR PLANS

Sheet Title: A2

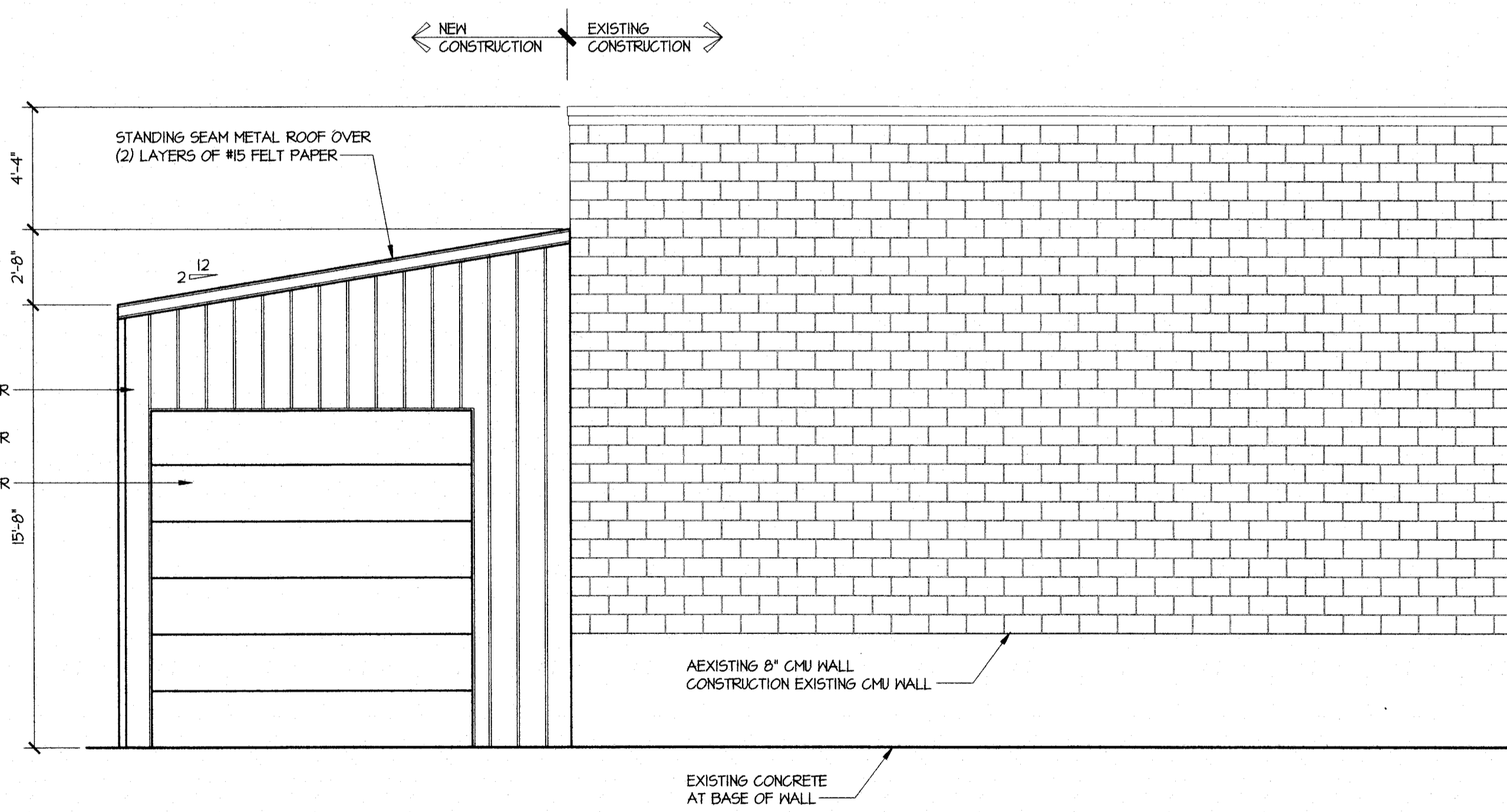
Sheet: A2



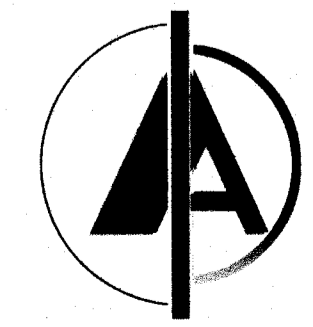
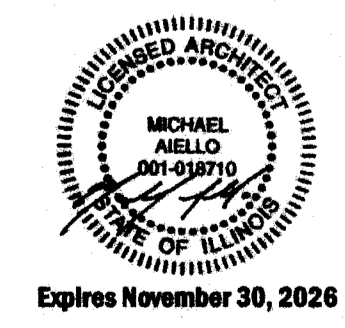
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A3 SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
A3 SCALE: 1/4" = 1'-0"



3 WEST ELEVATION
A3 SCALE: 1/4" = 1'-0"



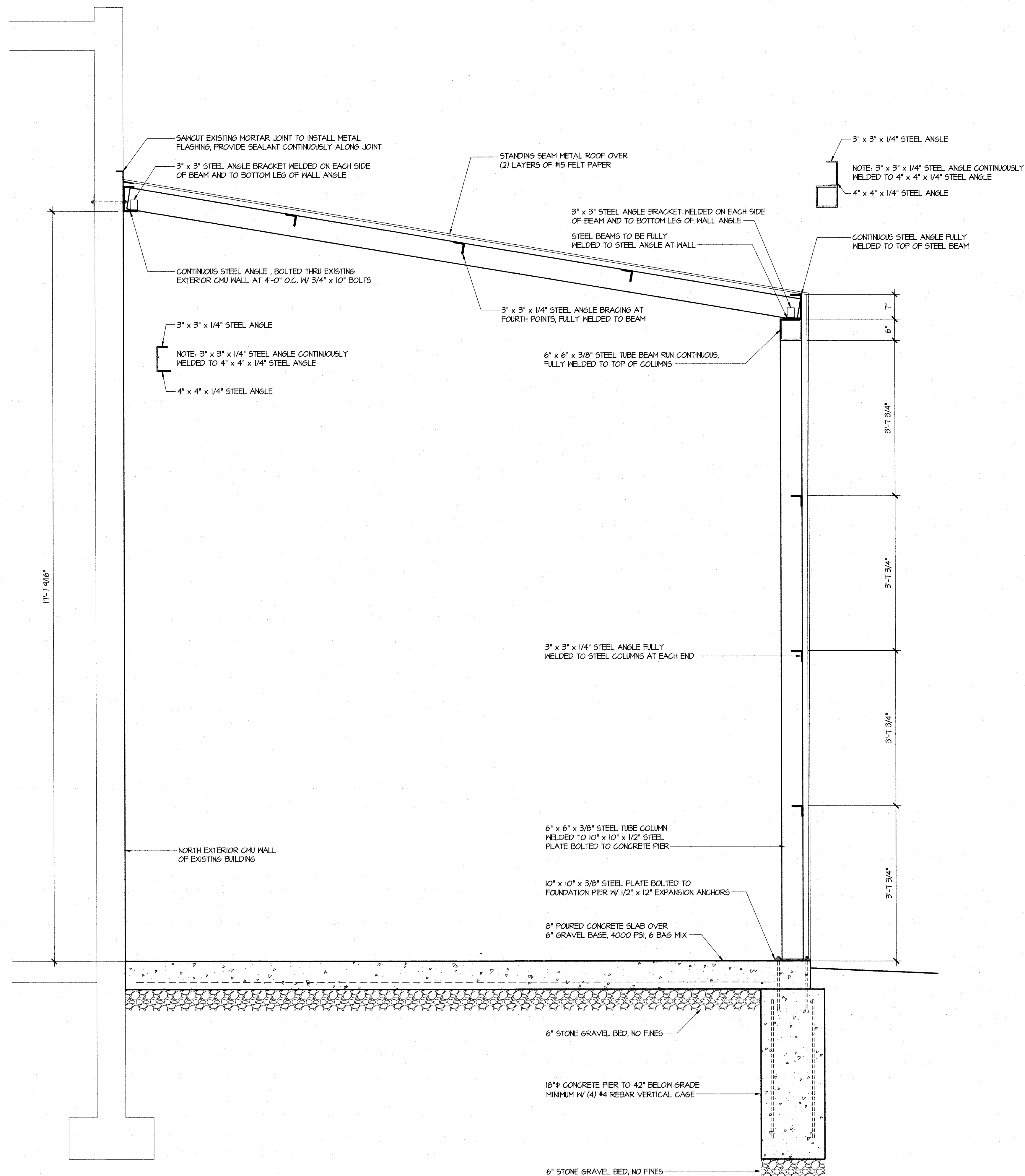
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			Drawing File:	2444_permit_24_1015.dwg
			Drawn By:	MA
No.	Date	Issue / Revision	Checked By:	MA

PROPOSED ELEVATIONS

Sheet Title:

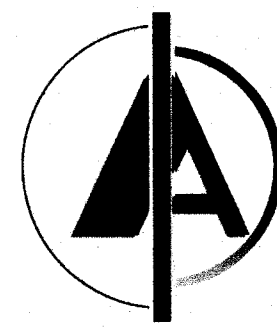
A3

Sheet:



1 CROSS SECTION
 A4 SCALE: 3/4" = 1'-0"

REGISTERED ARCHITECT
 MICHAEL ABELLO
 201-5187710
 STATE OF ILLINOIS
 Expires November 30, 2026



1800 GLENVIEW ROAD GLENVIEW, ILLINOIS 60025 WWW.AADGROUP.COM 847.767.0779 PHONE

No.	Date	Issue / Revision	Checked By:	MA
1			10/15/24	ISSUED FOR PERMIT
Project No.			2444	
Drawing File:			2444_permit_24_1015.dwg	
Drawn By:			MA	
Sheet Title:			PROPOSED CROSS SECTION	

PROPOSED CROSS SECTION

A4

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STARDUST CONSTRUCTION INC.

5854 W. School St., Chicago, IL 60634
Tel.: (773) 230-3407 • Fax: (773) 481-1529

CASH SALES CONTRACT

STARDUST CONSTRUCTION INC. (contractor) agrees to furnish all materials and labor necessary to do modernization work and improvements on the premises located at the address listed below under the following terms and conditions.

Owner's Name WHEEL INN BODY + MOTOR WORKS - JOE PASCUCCI Phone 847-812-289
Address 1290 PETERSON DR. Date 11-13-25
City WHEELING State IL Zip Code 60090

The undersigned Contractor agrees to furnish the following materials, improvements, labor, and/or services:

REFRAME SIDE DOOR + CAP WITH ALUMINUM. INSTALL
5/8" PLYWOOD FASTEN WITH EXTERIOR SCREWS APP 4' HIGH
100' LONG ON EAST + NORTHSIDE OF ADDITION, WRAP PLYWOOD
VAPOR BARRIER. INSTALL PANEL BRICK TO THE AREA +
TUCKPOINT. FLASH WITH ALUMINUM WERE NEEDED. INSTALL
6" GUTTER + 2 DOWNSPOUT ON THE NORTHSIDE OF ADDITION.
CUSTOMER TO PROVIDE PANEL BRICK + MORTAR
ALL OTHER MATERIAL NEEDED - PLYWOOD FASTENER, FLASHING
+ CAULKING WILL BE PROVIDED BY STARDUST CONSTRUCTION INC.

Owner agrees to pay Contractor for all labor and material and services to be furnished by Contractor to Owner, under the terms of this contract.

All for the sum of _____ \$ 9,500.00
Deposit _____ \$ _____
Balance _____ \$ _____

Seller warrants workmanship for one year after date of completion and will remedy substantial defects on written notice from buyer within such one year period.

This contract shall become effective unless notified in writing within thirty days by an authorized officer of STARDUST CONSTRUCTION INC. This contract contains the entire understanding and agreement between the parties and no verbal agreements or changes are to be recognized.

Buyer(s) represents he owns property on which work is to be furnished.

Seller shall not be liable for delays caused by strikes, weather conditions, delay in obtaining goods or other causes beyond its control.

Contractor is not responsible for conditions or circumstances beyond its control including condensation resulting from or due to pre-existing conditions. Painting, staining or redecorating is not included in this contract.


Payment is due in full upon completion of installation as described above. Late fees will begin to accrue if payment in full is not received within three days of completion date. All sums remaining unpaid three days after date of completion shall bear interest at the rate of 1.75% per month, or fraction thereof.

Should the buyer fail to pay in full as provided herein upon completion, they will be responsible for court costs, costs of litigation, and reasonable attorney's fees incurred in the collection of any past due amounts.

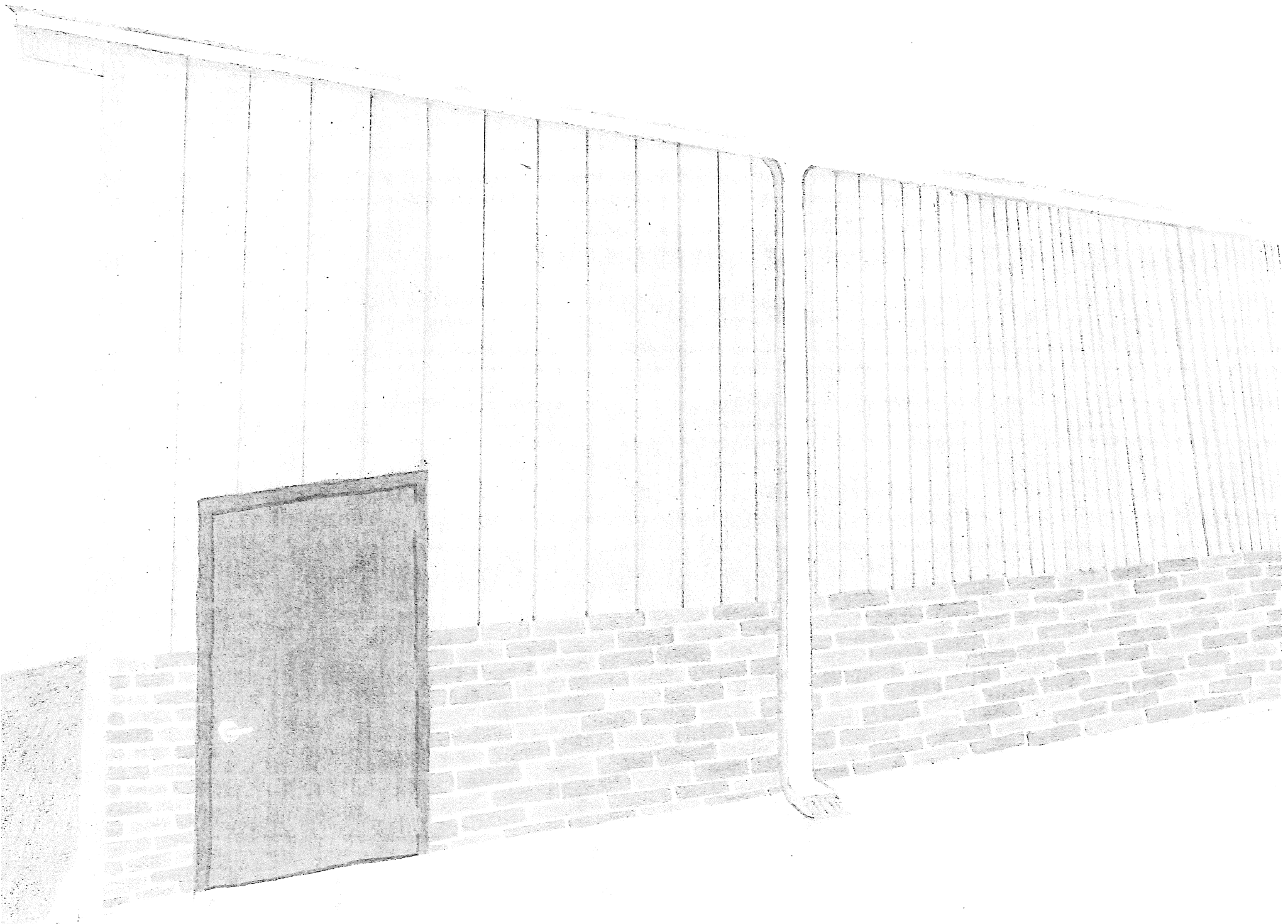
You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

Dated 11-13, 2025
STARDUST CONSTRUCTION INC.

Owner  PASCUCCI

By: 

Owner's Spouse _____





MEMORANDUM

DATE: December 17, 2025
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PV25-0007, Request for a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line from 17 Feet to Zero Feet Associated with a Non-Permitted Building Addition (1290 Peterson Drive). **PUBLIC HEARING**

RECOMMENDED ACTION: **Recommend approval of Docket No. PV25-0007** granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

EXECUTIVE SUMMARY

PUBLIC HEARING INFORMATION

Docket No. PV25-0007: Gene's Village Towing, Inc. (1290 Peterson Drive, Wheeling, IL, 60090), property owner, is seeking a variation as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.07.040, I-3 General Industrial District and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive.

GENERAL PROPERTY INFORMATION

Address: 1290 Peterson Drive, Wheeling, IL

Property Size: +/- 60,317 sq. ft.

Building: +/- 14,000 sq. ft. (before addition) / 1,395 sq. ft. addition (already constructed)

Neighboring Property Land Use(s):

North, east, south: Industrial

West: ComEd property and railroad tracks

Existing Use of Property: Industrial, towing company

Proposed Use of Property: No change

Existing Zoning: I-3, General Industrial

Comprehensive Plan Designation: Industrial

Zoning History:

- Ordinance No. 2915, approved 11/1/1993, granting special use-site plan approval for carting, expressing, hauling or storage yard (Docket No. 1993-21).
- Ordinance No. 4376, approved 12/1/2008, granting special use-site plan approval for a towing company with light auto repair, light auto body and associated outdoor storage (Docket No. 2008-28).
- Docket No. SCBA 09-7, approved 2/26/2009, granting appearance approval for a wall sign for Gene's Towing.

SUMMARY SINCE OCTOBER 22, 2025 PLAN COMMISSION MEETING

At the October 22, 2025 public hearing, the Plan Commission recommended denial of the petitioner's request for a building setback variation from 17 feet to zero feet, and also recommended denial of the major site plan and appearance review (Docket No. PSPMAJ25-0004) for the non-permitted building addition for Gene's Village Towing. Following the Plan Commission hearing, the petitioner informed Community Development of their intent to modify the exterior façade of the addition in an effort to better align with the Village's building design guideline requirements. As a result, at the December 1, 2025 Village Board meeting, the Board remanded the request back to the Commission for consideration of the petitioner's revised submittal. This item is being presented as a new public hearing by the Commission.

The following staff report has been prepared to reflect the current request.

SUMMARY OF REQUEST

The petitioner is seeking a variation to reduce the minimum required building side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition for Gene's Towing, located at 1290 Peterson Drive. As described in the Petitioner's Project Description Letter, the addition is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, this approval is considered "after-the-fact".

Due to the size of the addition exceeding 1,000 sq. ft., the petitioner is also seeking major site plan and appearance approval (PSPMAJ25-0004), which requires final approval by the Village Board. Additionally, since the existing building and addition span three parcels, a Plat of Consolidation (Docket No. PSUBFP25-0005) will be processed to consolidate the three existing parcels into a single lot. The Plat of Consolidation requires approval by the Village Board only and therefore, will not require action at the Plan Commission.

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 seeking an after-the-fact variance to permit a zero foot side yard setback for a 1,395 sq. ft. building addition constructed along the north wall of the existing building. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, including building setbacks. The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing to install a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition (see attached scope of work and sketch exhibit).

Standards for Variation: Following are the petitioner's responses to the standards for variation for the variance request.

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: Gene's Village Towing serves as a first responder for the Wheeling Police Department and five additional police departments. As part of our responsibilities, we are required to maintain a secured, sectioned-off indoor storage area for MCAT fatality investigations. This area is critical for preserving police evidence and for housing vehicles involved in serious incidents, allowing police investigators to process them indoors, shielded from the weather and external elements. At any given time, we may have multiple vehicles stored in this area awaiting investigation.

2. Indicate how the hardship is due to unique circumstances that do not generally apply to the other properties or uses.

Petitioner: The need for this structure directly relates to our role as a police first responder. The placement and design of the building on our property allow us to safely store and process multiple vehicles, while providing police investigators with sufficient space to conduct thorough investigations. Without this structure and its specific location on the property, our ability to assist law enforcement efficiently and safely would be significantly impaired.

3. Describe how the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

Petitioner: We maintain strong, positive relationships with all our surrounding neighbors. None have expressed any concerns regarding the structure or its location. The building was designed to match the color, style, and texture of our existing structures, ensuring it integrates well with the surrounding environment.

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: The requested zoning setback variation (1-3) will not negatively impact any future use of this property. The structure is appropriately sited to preserve the overall functionality of the lot and does not restrict future development or operations.

5. State how the granting of the variation will not alter the essential character of the locality.

Petitioner: Our property is located within an industrial park and backs up to active railroad tracks. The building façade has been designed to align with the industrial aesthetic of the park and surrounding properties, maintaining visual consistency within the area. The requested variance will not adversely affect the existing surrounding land usages.

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 structure does not impair light or air flow to adjacent properties, nor does it contribute to congestion on public streets. Our business is located at the corner of a dead-end street. It does not increase the risk of fire or pose any danger to public safety. All sides of the property, including front, rear, and both sides, remain fully accessible to

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: Should the Plan Commission consider the after-the-fact variance request, the following conditions should be considered:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

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. PV25-0007 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

ATTACHMENTS:

Attachments to Staff Report (Staff)

Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025

Plan Set prepared by Michael Aiello, dated 1/31/2025

Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025

Accreditation:



Military & Commercial Regulations:

December 15, 2025

Re: Downspout / Gutter Installation

Cage Code
#OKP98

Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

MIL-STD 461



It is my understanding that Gene's Towing, located at 1290 Peterson Drive, would like to install a gutter / downspout onto their addition and have it drained into the sewer located between our properties. D.L.S. Electronic Systems is located at 1250 Peterson Drive and would have no issue with this assuming it is installed in line with all existing Village requirements.

Should there be any questions or concerns please do not hesitate to call.



Respectfully,



Brian J Mattson
General Manager
D.L.S. Electronic Systems, Inc.
1250 Peterson Drive
Wheeling, Il. 60090
(847) 537-6400 Office
(847) 209-1316 Cell
bmattson@dlsemc.com



Services:

Trouble Shooting

- Identify source of problem
- Assist with remedies to EMC problems

Consulting

- Design solutions to EMC problems
- Identify and avoid common pitfalls

Training

- Industrial on-site EMC seminars
- DLS seminars quarterly

Marcy Knysz

From:
Sent: Monday, December 15, 2025 2:43 PM
To: Marcy Knysz
Subject: Building Addition for Gene's Towing (1290 Peterson Drive)

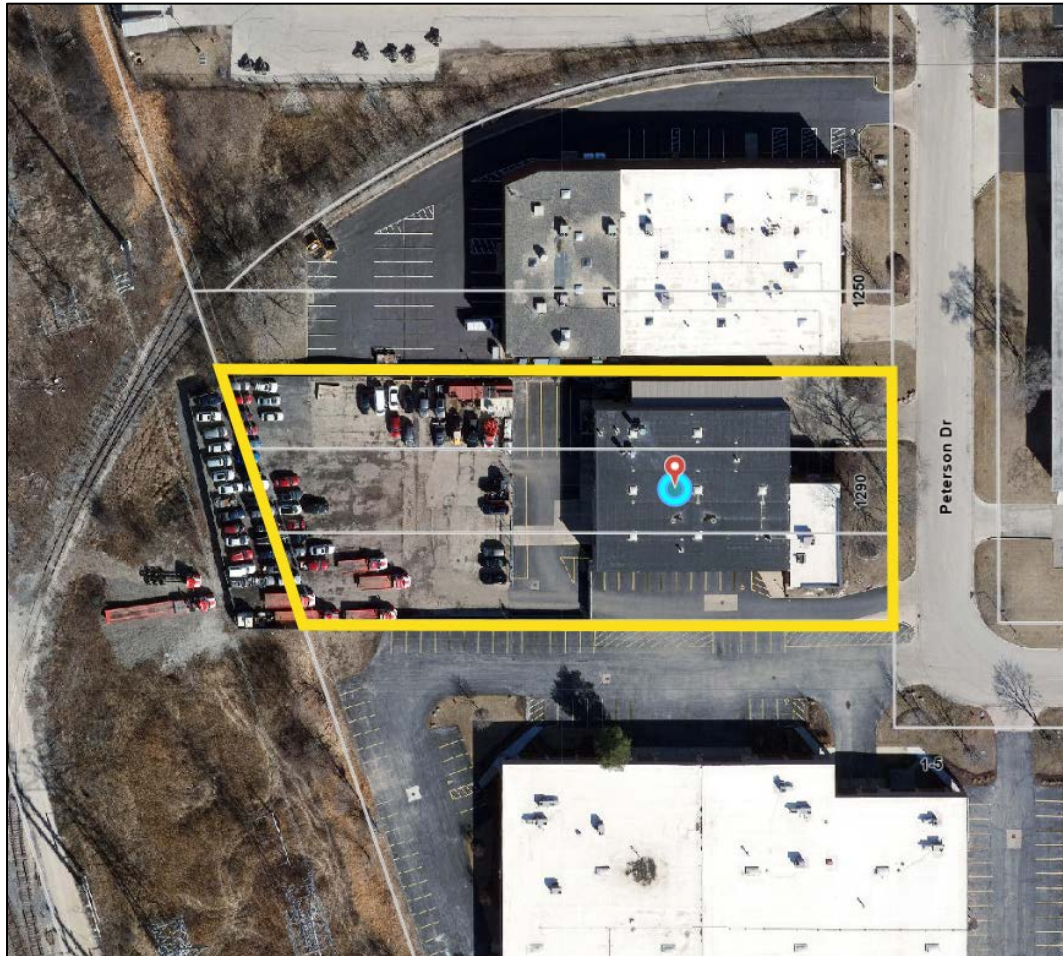
***! [CAUTION-EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe ***

Hello,

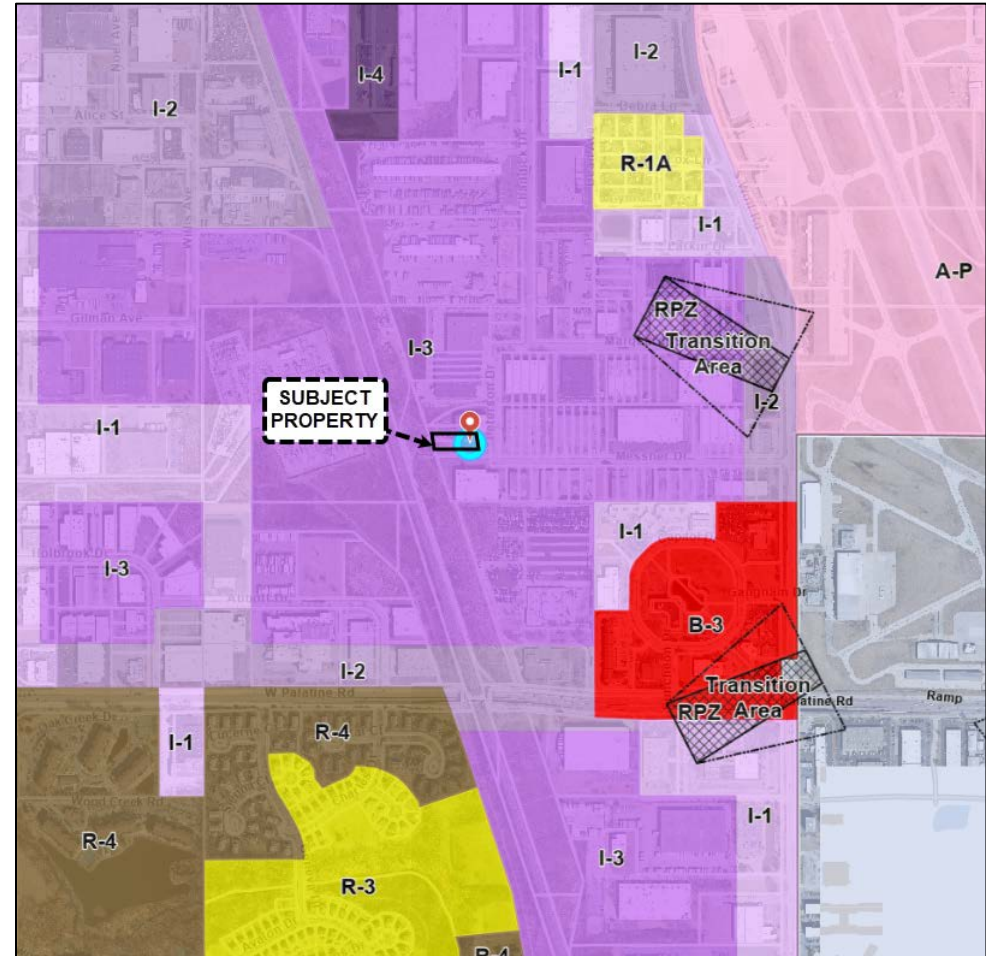
I am a long time member of the community and resided in Wheeling for decades. I currently spend the winter months out of state in our second home therefore I am unavailable to comment at the upcoming plan commission meeting.

I am concerned about the special treatment that the owner (Joe Pascucci) of the Wheel Inn and Genes Towing received from the Village board. The plan commission held Mr. Pascucci responsible for his unethical, improper and in violation of numerous village codes for constructing the addition to his building without village oversight or the proper permits.

It was disgraceful of Mr. Pascucci and his son to describe themselves as "first responders". I have relatives in law enforcement and they viewed the plan commission meeting where Mr. Pascucci described the reason why he constructed the addition. This is untruthful and inaccurate. The Wheeling Police already have numerous secured garages for vehicles used in a crime. The garage built at Genes Towing is for storage of his trucks. My relative stated the garage at Gene's to properly secure evidence would need 24/7 video surveillance, log sheet for who enters the garage as well the key to the garage would have to be given to law enforcement while it is being used. Mr. Pascucci greatly exaggerated this requirement.



LOCATION MAP



ZONING MAP



Photo of building addition from Peterson Drive facing West.



Photo of the new fence on the west property line.



Photo of the new fence with double gate on the west property line taken from Gene's Towing property.



Photo of the new fence on the west property line taken from ComEd property.

**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. PV25-0007
Request For a Variation to Reduce the Minimum Required Side Yard Setback on the North Property Line From 17 Feet to 0 Feet Associated With a Non-Permitted Building Addition for Gene's Village Towing, Inc. Located at 1290 Peterson Drive.

Docket No. PSPMAJ25-0004
Request for Major Site Plan and Building Appearance Approval Associated With a Non-Permitted Building Addition for Gene's Village Towing, Inc. Located at 1290 Peterson Drive.

Chairman Johnson called Docket Nos. PV25-0007 and PSPMAJ25-0004 on December 17, 2025. Present were Commissioners Riles, Myer, Hyken, Karl, Johnson, Sprague and Smart. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

Secretary Sprague reported that Gene's Towing was seeking a variation to reduce the minimum required side yard setback and for major site plan and building appearance approval to permit a building addition. He read the requirements for zoning variations.

Ms. Knysz noted that at the October 22, 2025 public hearing, the Plan Commission recommended denial of the petitioner's request for a building setback variation from 17 feet to zero feet, and also recommended denial of the major site plan and appearance review (Docket No. PSPMAJ25-0004) for the non-permitted building addition for Gene's Village Towing. Following the Plan Commission hearing, the petitioner informed Community Development of their intent to modify the exterior façade of the addition in an effort to better align with the Village's building design guideline requirements. As a result, at the December 1, 2025 Village Board meeting, the Board remanded the request back to the Commission for consideration of the petitioner's revised submittal. This item is being presented as a new public hearing by the Commission.

The petitioner is seeking a variation to reduce the minimum required building side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition for Gene's Towing, located at 1290 Peterson Drive. As described in the Petitioner's Project Description Letter, the addition is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, this approval is considered "after-the-fact".

Due to the size of the addition exceeding 1,000 sq. ft., the petitioner is also seeking major site plan and appearance approval (PSPMAJ25-0004), which requires final approval by the Village Board. Additionally, since the existing building and addition span three parcels, a Plat of Consolidation (Docket No. PSUBFP25-0005) will be processed to consolidate the three existing parcels into a single lot. The Plat of Consolidation requires approval by the Village Board only and therefore, will not require action at the Plan Commission.

The Petitioner is seeking an after-the-fact variance to permit a zero foot side yard setback for a 1,395 sq. ft. building addition constructed along the north wall of the existing building. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, including building setbacks. The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing to install a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition.

The 1,395 sq. ft. building addition constructed along the north wall of the existing building is to provide a secured storage area that is fully enclosed, isolated, and protected from outdoor exposure. Since the necessary Village permits were not obtained prior to the construction of the addition, the Village could not ensure compliance with all applicable codes, thus the addition was constructed within the required building north side yard setback (see Docket No. PV25-0007).

The building addition is constructed with steel framing, wrapped externally with a moisture barrier for insulation, and sheeted on the roof and sides with aluminum. Access to the addition is provided through overhead garage doors located on the east and west façades, as well as a man door on the north façade. The petitioner is further proposing the installation of a 4' tall faux-brick kneewall along the base of the east and north elevations of the addition. Further, the revision includes the installation of 6" gutter and 2 downspouts to the building addition.

The revised submittal includes the addition of faux-brick at the base of the building addition to increase consistency with the principal building. However, the primary material of the addition remains of aluminum siding, which is not a permitted exterior material under current Village standards, nor is the addition consistent with the principle building.

Ms. Knysz read the proposed conditions for Docket No. PV25-0007:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.
3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25- 0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

Joseph Pascucci and Joey Pascucci stepped to the podium and were sworn in. They explained what had changed since the last Planning Commission meeting, including the addition of a four-foot by 100-foot brick board with plywood and installation. It would look exactly like the brick on the building. The brick board and plywood added a total of once inch.

Commissioner Riles had no questions.

Commissioner Smart thanked the petitioner for the revisions and asked about any upcoming proposed changes. Commissioner Smart noted that the aluminum siding was a non-permitted material in Wheeling. Joseph Pascucci stated that they would not be proposing any additional changes.

Commissioner Hyken had no questions.

Commissioner Sprague asked if the fence was changed at all and if there were gates. Joseph Pascucci reported that the fence was pulled back to its original position and there were swing gates for snow plowing. Commissioner Sprague raised concerns about dumping rain into the neighbor's yard and noted that the neighbor had indicated that there was no issue since the last Planning Commission meeting. He asked if there was a drain. Joseph Pascucci reported that there was a sewer where the properties meet, and both properties were graded towards the sewer. Commissioner Sprague asked if the neighbor was okay with him being so close to the property line. Joseph Pascucci confirmed that he was. Commissioner Sprague commented that he was disappointed that Joseph Pascucci did not come to the Planning Commission prior to the project but was okay with proceeding since the neighbor had no issues.

Commissioner Karl had no questions.

Commissioner Myer discussed that some of the structure did not comply with the Village's requirements and how he reached the conclusion of the brick board. Joseph Pascucci stated that the brick board had not been installed yet, but they had spoken with the Village about it. The weather had not allowed for it to be installed and they first wanted approval. Commissioner Myer asked if there were plans for signage. Joseph Pascucci confirmed they did not, and they already had enough signage.

Ms. Knysz confirmed that permits were applied for, and they had received their first round of comments back. She noted that there was a review letter, but she was unsure on the inspections that had been done. Joey Pascucci reported that the fire inspector had inspected everything.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Smart to recommend approval for Docket No. PV25-0007 granting a variation from Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07, Industrial Districts, and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
2. No further expansion or modification of the building addition shall occur without permit review and approval by the Village. All aspects of the addition shall comply with the approved plans, Village codes, and any conditions imposed by the Village Board as part of this approval.

3. The petitioner shall complete the Plat of Consolidation (Docket No. PSUBFP25-0005) to consolidate all lots associated with the addition into a single lot.
4. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Karl, Sprague, Riles
NAYS: Commissioners Johnson, Hyken, Myer, Smart
ABSENT: None
ABSTAIN: None

There being three affirmative votes, the motion was not approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart to close Docket No. PV25-0007.

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.

Ms. Knysz read the proposed conditions for Docket No. PSPMAJ25-0004:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

The Commissioners had no further questions.

MOTION: Commissioner Sprague moved, seconded by Commissioner Smart to recommend approval for Docket No. PSPMAJ24-0004, granting major site plan and building appearance approval, as required under Title 19, Zoning, of the Wheeling Municipal Code and Chapter 19-12, associated with a non-permitted building addition located at 1290 Peterson Drive, in accordance with the Petitioner's Project Description Letter prepared by Joseph Pascucci, Jr., dated 10/6/2025; Plan Set prepared by Michael Aiello, dated 1/31/2025; Proposal and exhibit prepared by Stardust Construction, Inc. dated 11/13/2025, and subject to the following conditions:

1. Major site plan and building appearance approval is contingent upon approval of Docket No. PV25-0007, variation to reduce the minimum required side yard setback on the north property line from 17 feet to zero feet associated with a non-permitted building addition.
2. The petitioner shall obtain all necessary after-the-fact Village permits and inspections to bring the existing building addition into compliance with applicable Village codes no later than February 1, 2026.
3. The petitioner shall apply for an after-the fact permit from the Community Development Department for the installation of a six-foot tall permanent fence along the west property line of 1290 Peterson Drive by February 1, 2026, which shall include the removal of the double swing gate section and be replaced with standard fence sections.
4. A removal and restoration plan shall be coordinated with and approved by ComEd for the removal of all unauthorized elements placed or installed within the adjacent ComEd property and restored upon the deadline agreed upon by ComEd. A copy of such agreement and plan shall be provided to the Director of Community Development.
5. No signage shall be installed on the addition unless approved through the Village Sign Permit process in compliance with Chapter 21.4 of the Wheeling Sign Code.

On the roll call, the vote was as follows:

AYES: Commissioners Sprague, Riles
NAYS: Commissioners Johnson, Hyken, Myer, Smart, Karl
ABSENT: None
ABSTAIN: None

There being two affirmative votes, the motion was not approved.

NOTICE OF PUBLIC HEARING

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 Joseph Pascucci, Jr./Gene's Village Towing Inc., 1290 Peterson Drive, Wheeling, IL 60090, seeking a variation from Title 19 - Zoning of the Wheeling Municipal Code, Chapter 19.07.040, I-3 General Industrial District and associated sections, to reduce the minimum required side yard setback on the north property line from 17 feet to 0 feet associated with a non-permitted building addition located at 1290 Peterson Drive, in the I-3 (General Industrial) Zoning District.
All interested persons are invited to attend and be heard.
Docket No. PV25-0007
Published in Daily Herald Dec. 2, 2025 (314126)

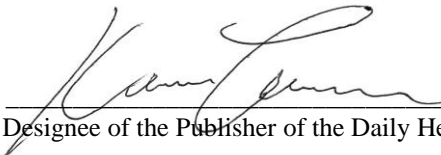
CERTIFICATE OF PUBLICATION

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 # 314126



1-15-2026

The Village of Wheeling

1 Community Blvd

Wheeling, IL 60090

RE: Gene's Towing 1290 Peterson Dr. - Building addition

Gene's Towing started the concrete driveway extension along the building back in 2017, which we pulled a permit for the concrete. In 2022 we originally planned on putting an overhang roof from the building out to the edge of the concrete, not thinking we would require a permit. The roof was a kit and after talking to the place that sold us the kit, it made more sense to put up walls as well.

Thank You!

A handwritten signature in black ink, appearing to be "Gene's Towing" or similar, written in a cursive style.



MEMORANDUM

DATE: February 2, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Resolution Approving the Final Plat of 1290 Peterson Consolidation (1290 Peterson Drive)
[Docket No. PSUBFP25-0005]
DOLLAR AMOUNT: n/a
BUDGETED: No
BUDGET SOURCE: n/a
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Gene's Village Towing, Inc. seeks approval of a Final Plat of Subdivision to consolidate three existing parcels, all owned and occupied by Gene's Village Towing, Inc., into a single parcel located at 1290 Peterson Drive. All three parcels are zoned I-3 (General Industrial).

MEMO

Gene's Village Towing, Inc. is seeking after-the-fact approvals related to the construction of a non-permitted building addition located on the north side of the existing building. Although the subject site was developed as and functions as a single parcel, the development has occurred on three individual parcels. Staff has required the petitioner to consolidate the parcels into a single lot to bring the property into compliance with Village regulations.

The proposed Final Plat of Subdivision will consolidate the three existing parcels into one parcel. The overall boundary of the subject property will remain unchanged, and no new public or private easements are proposed as part of the consolidation.

All components of the Final Plat of 1290 Peterson Consolidation prepared by Norman J. Toberman & Associates, LLC, last revised 12/18/2025, comply with Village codes.

Community Development Director's Review and Recommendation

A resolution is attached for the Board's consideration for the granting of the Final Plat of 1290 Peterson Consolidation prepared by Norman J. Toberman & Associates, LLC.

Attachments

Resolution – Final Plat Approval [Docket No. PSUBFP25-0005]

Exhibit: Final Plat of 1290 Peterson Consolidation prepared by Norman J. Toberman & Associates, LLC, last revised 12/18/2025

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE FINAL PLAT OF 1290 PETERSON CONSOLIDATION (1290 PETERSON DRIVE)

WHEREAS, Gene’s Village Towing, Inc., property owner of 1290 Peterson Drive, has submitted a Final Plat of Subdivision known as the Final Plat of 1290 Peterson Consolidation prepared by David R. Bycroft of Norman J. Toberman & Associates, LLC, Illinois Land Surveyor No. 0352846, last revised 12/18/2025, on behalf of Gene’s Village Towing, Inc., for the property located at 1290 Peterson Drive, Wheeling, Illinois:

LEGAL DESCRIPTION:

LOTS 7, 8 AND 9 IN WHEELING CENTER FOR INDUSTRY UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OR SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, the Director of Community Development has received the Final Plat of 1290 Peterson Consolidation prepared by Norman J. Toberman & Associates, LLC, last revised 12/18/2025, attached hereto as EXHIBIT A, and finds that it complies with the requirements of Title 17, Planning, Subdivisions and Developments, of the Wheeling Municipal Code;

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 President and Board of Trustees hereby authorize and direct the Village President, Village Clerk, and any other necessary Village officials or their designees to sign the attached Final Plat.

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 2nd day of February 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

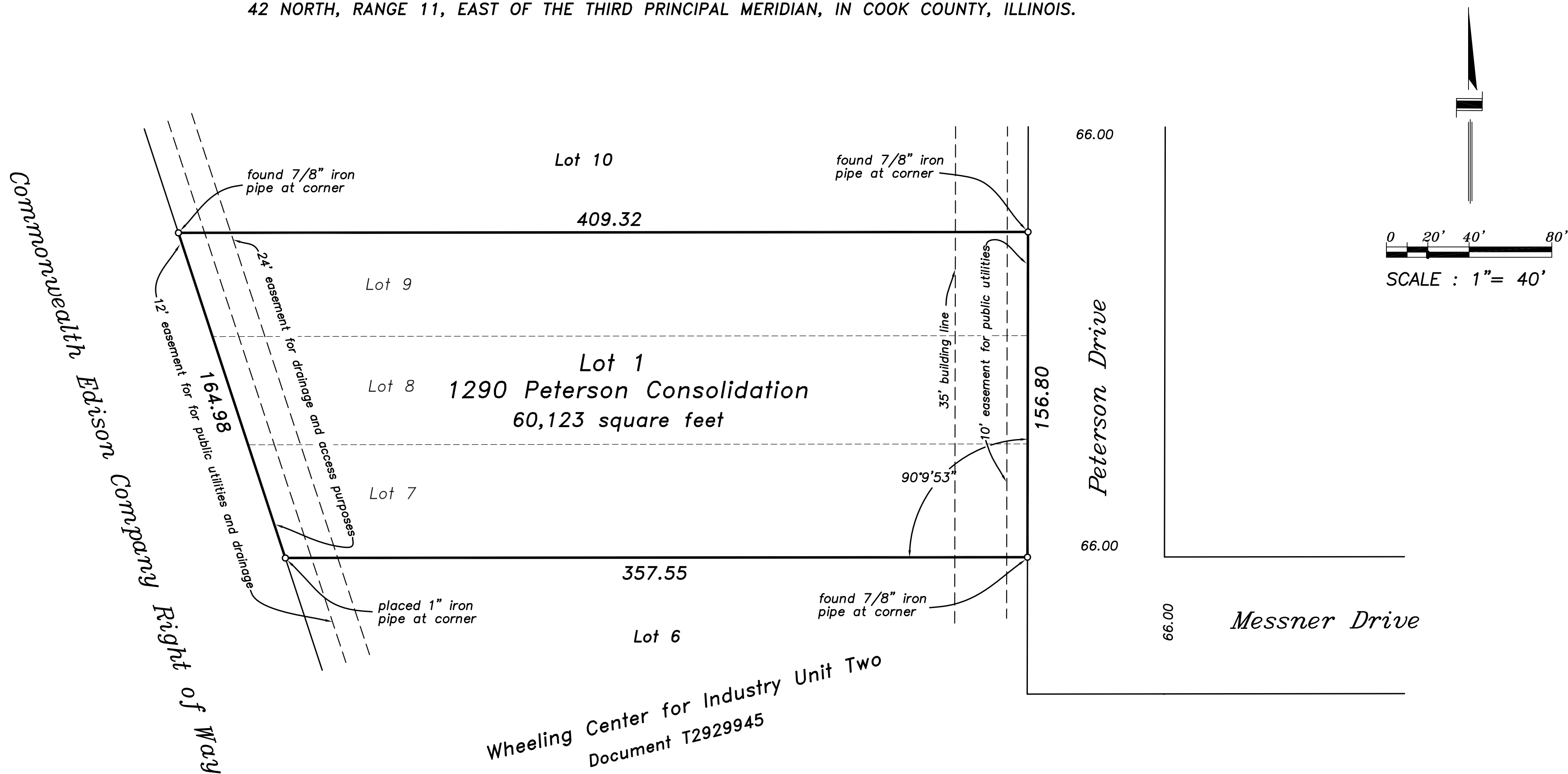
Kathryn M. Brady, Village Clerk

Exhibit A
(Attached)

Final Plat of 1290 Peterson Consolidation prepared by Norman J. Toberman & Associates, LLC,
last revised 12/18/2025

Final Plat of 1290 Peterson Consolidation

BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Wheeling Center for Industry Unit Two
Document T2929945

SURVEYORS CERTIFICATE

State of Illinois }
County of Cook } ss.

I, David R. Bycroft, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and subdivided the following described property into one Lot and that this plat is a correct representation of said survey and subdivision.

LOTS 7, 8 AND 9 IN WHEELING CENTER FOR INDUSTRY UNIT TWO, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1290 PETERSON DRIVE, WHEELING, ILLINOIS

LOT 7 EXISTING P.I.N. 03-14-405-025
LOT 8 EXISTING P.I.N. 03-14-405-026
LOT 9 EXISTING P.I.N. 03-14-405-027

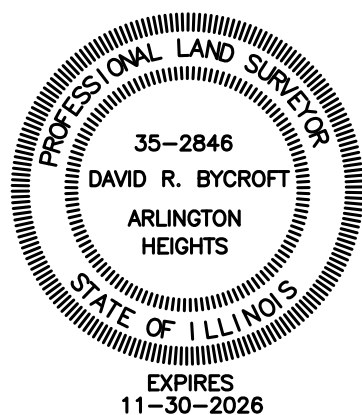
Further, I hereby grant The Village of Wheeling permission to record this plat.

The land is situated within the corporate limits of the Village of Wheeling, Illinois, which has adopted a comprehensive plan and that the property on this plat of subdivision is situated in Zone "X", being an area determined to be outside the 0.2% annual chance flood plain per Community Panel No. 17031 C 0206 J, revised August 19, 2008.

Iron stakes been placed or found at all corners as indicated hereon.

dated at Arlington Heights, Illinois, this _____ day of _____, 202____

by _____
as Illinois Professional Land Surveyor No. 2846



This professional service conforms to the current Illinois minimum standards for a boundary survey. Field work was completed September 10, 2025.

VILLAGE ENGINEER CERTIFICATE

State of Illinois }
County of Cook and Lake } ss.

This is to certify that I, _____, Village Engineer for the Village of Wheeling, Illinois, has reviewed and approved this plat.

Dated this _____ day of _____, 202____

Signed: _____
Village Engineer

VILLAGE BOARD CERTIFICATE

State of Illinois }
County of Cook and Lake } ss.

Approved by the Village Board of the Village of Wheeling, Cook and Lake Counties, Illinois, this _____ day of _____, 202____

Signed: _____
President of the Board of Trustees

Attest: _____
Village Clerk

VILLAGE COLLECTOR CERTIFICATE

State of Illinois }
County of Cook and Lake } ss.

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in this plat.

Dated this _____ day of _____, 202____

Signed: _____
Village Collector

COUNTY CLERK CERTIFICATE

State of Illinois }
County of Cook } ss.

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in this plat.

Dated this _____ day of _____, 202____

Signed: _____
County Clerk

OWNERS CERTIFICATE

State of Illinois }
County of Cook } ss.

This is to certify that Pasprops, Inc. is the owner of the property described hereon and that they have caused the said property to be surveyed and subdivided as shown hereon, for the uses and purposes therein set forth, and do hereby acknowledge and adopt the same under the title hereon indicated.

by _____

Joseph Pascucci, Owner

Dated this _____ day of _____, A.D., 202____

NOTARY CERTIFICATE

State of Illinois }
County of Cook } ss.

I, _____ a notary public in and for said county in the state aforesaid, do hereby certify that Joseph Pascucci, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 202____

Notary Public

My commission expires on _____

SCHOOL DISTRICT CERTIFICATE

State of Illinois }
County of Cook } ss.

This is to certify that Joseph Pascucci, as the owner of the property described as 1290 Peterson Consolidation and legally described as the plat of the same name, has determined to the best of his knowledge the school district in which each of the following lots lie.

School Districts for Lots 1 and 2
High School District 214 and Elementary School District 21.

by _____

Joseph Pascucci, Owner

Dated this _____ day of _____, A.D., 202____

NOTARY CERTIFICATE

State of Illinois }
County of Cook } ss.

I, _____ a notary public in and for said county in the state aforesaid, do hereby certify that Joseph Pascucci personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, A.D., 202____

Notary Public

My commission expires on _____

COMMONLY KNOWN AS: 1290 PETERSON DRIVE, WHEELING, ILLINOIS

EXISTING P.I.N.
LOT 7 EXISTING P.I.N. 03-14-405-025
LOT 8 EXISTING P.I.N. 03-14-405-026
LOT 9 EXISTING P.I.N. 03-14-405-027

Send next tax bill to:
PASPROPS, INC.
1290 Peterson Drive
Wheeling, Illinois 60090-6454

Submitted by and after recording mail plat to:
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

prepared by:
David R. Bycroft, P.L.S.
Norman J. Toberman & Associates, LLC
115 South Wilke Road
Arlington Heights, Illinois
(847) 439-8225
Design Firm #184-005910
Expires April 30, 2027

SUBMITTED
9-12-25
REVISIONS
12-18-25 PER VILLAGE COMMENTS



MEMORANDUM

DATE: February 2, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Resolution Approving the Preliminary Plat of 2812 Jackson Drive Resubdivision for The Holdings, LLC (2812 & 2822 Jackson Drive) [Docket No. PSUBPP25-0001]
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

The Holdings, LLC seeks approval of a Preliminary Plat of Subdivision to subdivide two existing lots located at 2812 and 2822 Jackson Drive into four single-family lots, which are zoned R-1, single-family residential. At the January 14, 2026 Plan Commission meeting, the Commission recommended approval of the request.

MEMO

The subject property consists of two lots totaling approximately 3.245 acres, located along the west side of Jackson Drive. The Preliminary Plat proposes to subdivide the two lots into four individual lots, each meeting the minimum requirements of the R-1 Zoning District. The Preliminary Plat of 2812 Jackson Drive Resubdivision meets the minimum requirements for preliminary plat approval.

All proposed lots would retain access from Jackson Drive and will be served by public sanitary sewer utility (via an existing sanitary main located along the east side of the lots) and individual wells for water (no public water utility is available along Jackson Drive). In lieu of constructing sidewalks along each lot frontage, the petitioner proposes to contribute to the Village’s sidewalk fund, as there are currently no sidewalks on either side of Jackson Drive. The petitioner has confirmed that no covenants are currently anticipated for the proposed four-lot subdivision, which is consistent with surrounding lots along Jackson Drive. The petitioner will be responsible for paying the developer impact fees to the Village of Wheeling prior to consideration by the Village Board of the final plat of subdivision.

Plan Commission Recommendation

At the January 14, 2026, Plan Commission meeting, Commissioner Smart moved, seconded by Commissioner Hyken, to recommend approval of Docket No. PSUBPP25-001 granting Preliminary Plat Approval under Title 17, Planning Subdivisions and Developments, as shown on the Preliminary Plat of 2812 Jackson Drive Resubdivision prepared by RE Allen and Associates, LTD., dated 1/6/2026, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois, subject to the following condition:

- 1. The minimum required side yard setbacks shall be clearly identified on each lot on the Final Plat of Subdivision.

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the recommendation provided by the Plan Commission. A resolution is attached for the Board’s consideration to reflect the Plan Commission’s recommendation for the granting of the Preliminary Plat of 2812 Jackson Drive Resubdivision.

Attachments

Resolution – Preliminary Plat Approval [Docket No. PSUBPP25-0001]

Exhibit: Preliminary Plat of 2812 Jackson Drive Resubdivision, prepared by RE Allen and Associates, LTD., dated 1/6/2026
Plan Commission Staff Report with Attachments
Plan Commission Meeting Minutes - Draft

RESOLUTION NO. 26-_____

RESOLUTION APPROVING THE PRELIMINARY PLAT OF 2812 JACKSON DRIVE RESUBDIVISION FOR THE HOLDINGS, LLC (2812 & 2822 JACKSON DRIVE)

WHEREAS The Holdings, LLC, developer, has submitted a preliminary plat of subdivision known as the Preliminary Plat of 2812 Jackson Drive Resubdivision, prepared by Bryan J. Lee, Professional Land Surveyor No. 3616, dated 1/6/2026, on behalf of The Holdings, LLC, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois:

PARCEL 1:
THE SOUTH 200 FEET OF THE NORTH 2033 FEET (EXCEPT THE EAST 871.2 FEET THEREOF) OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THE SOUTH 100 FEET OF THE NORTH 1833 FEET (EXCEPT THE EAST 871.2 FEET) OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 871.2 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

WHEREAS, the Plan Commission of the Village of Wheeling held a public meeting on January 14, 2026, reviewed the Preliminary Plat of 2812 Jackson Drive Resubdivision under the requirements of Title 17, Planning, Subdivisions and Developments, of the Wheeling Municipal Code, and subsequently recommended approval of the Preliminary Plat of 2812 Jackson Drive Resubdivision, by a vote of 6 ayes and 0 nays, with 1 absent; and

WHEREAS, the Village Board has received the Plan Commission’s recommendation and finds that the Preliminary Plat of Subdivision, attached hereto as **EXHIBIT A**, complies with the requirements of Title 17, Planning, Subdivisions and Developments, of the Wheeling Municipal Code;

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 Preliminary Plat of 2812 Jackson Drive Resubdivision, prepared by Bryan J. Lee, Professional Land Surveyor No. 3616, dated 1/6/2026, attached hereto as **Exhibit A** and made part of, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois, is hereby approved, subject to the following condition:

- 1. The minimum required side yard setback shall be clearly identified on each lot on the Final Plat of Subdivision.

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 2nd day of February 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
(Attached)

Preliminary Plat of 2812 Jackson Drive Resubdivision, prepared by Bryan J. Lee, Professional
Land Surveyor No. 3616, dated 1/6/2026

MAIL PLAT TO:
VILLAGE OF WHEELING
2 COMMUNITY BOULEVARD
WHEELING, IL 60090

PRELIMINARY PLAT

2812 JACKSON DRIVE RESUBDIVISION

BEING A RESUBDIVISION
IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

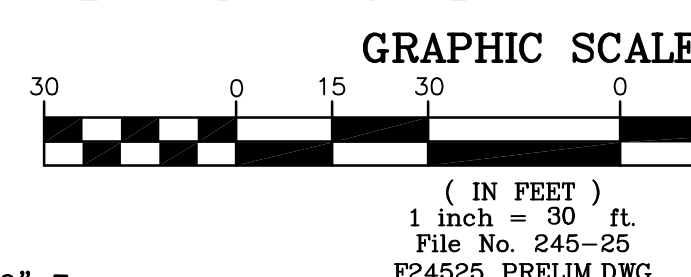
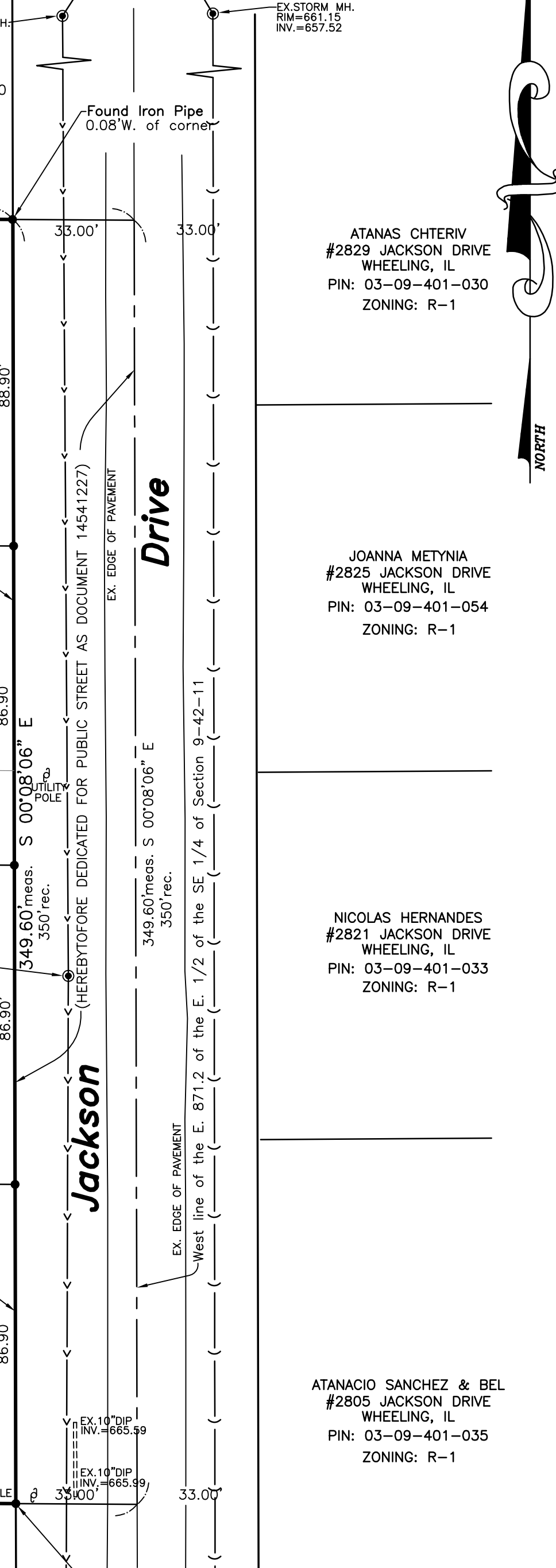
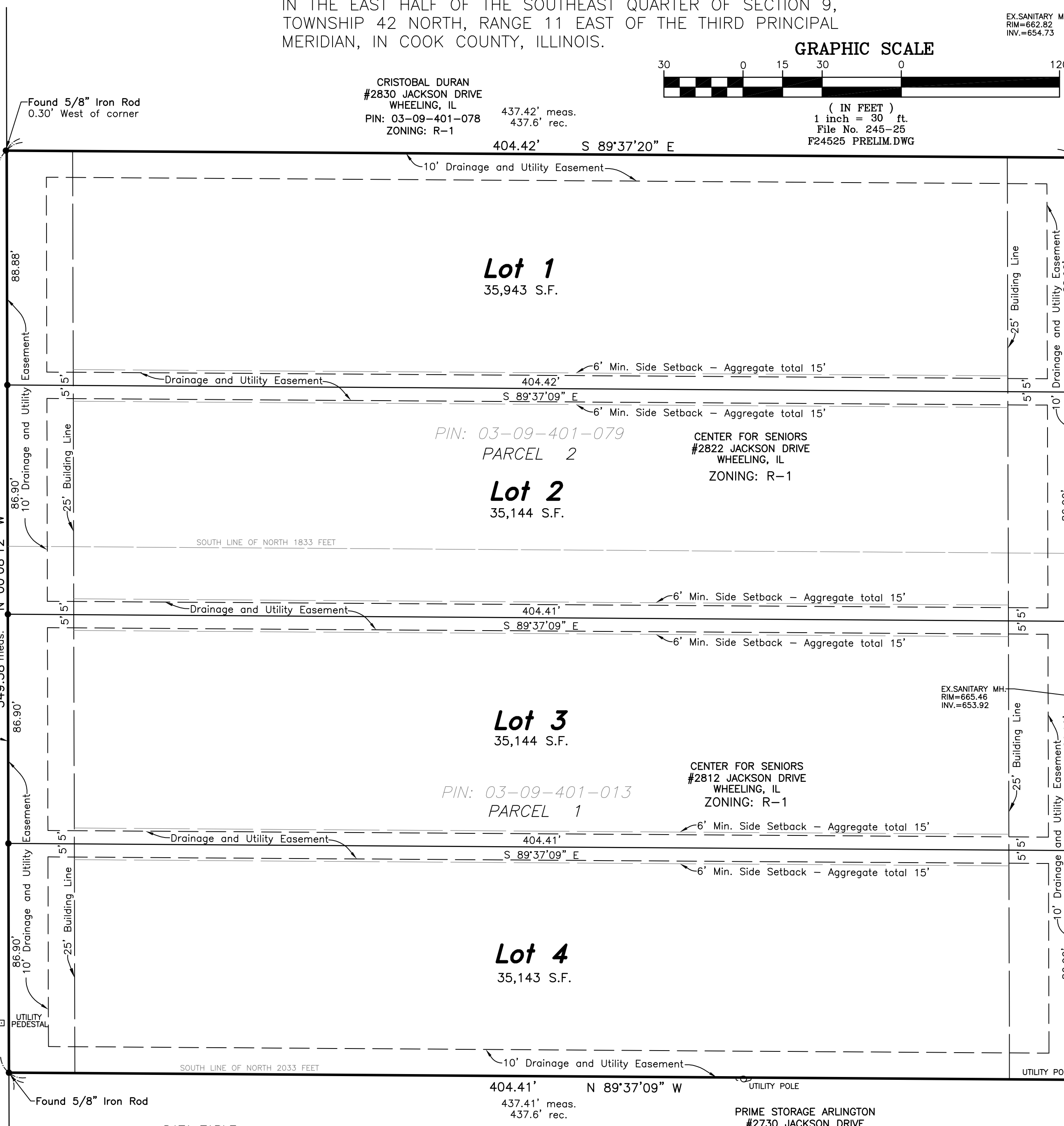
THE PREMISES COMMONLY KNOWN AS:
2812, 2822 JACKSON DRIVE, WHEELING, IL
PARCEL AREA = 3.245 ACRES, 141,373 S.F.
PIN'S: 03-09-401-013
03-09-401-079

UNIT 2
LAKESIDE VILLAS
#659 YURI DYARUK
LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-088
ZONING: R-4
#661 CAROLYN HAYES
LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-087
ZONING: R-4
#663 THOS D JEAN C BOUSLOG
LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-086
ZONING: R-4

CANDLEWOOD CT.
#1403 VITALY BOBRACHEV
CANDLEWOOD CT.
WHEELING, IL
PIN: 03-09-404-086
ZONING: R-4
#1401 LAOIE HEGWOOD
CANDLEWOOD CT.
WHEELING, IL
PIN: 03-09-404-097
ZONING: R-4

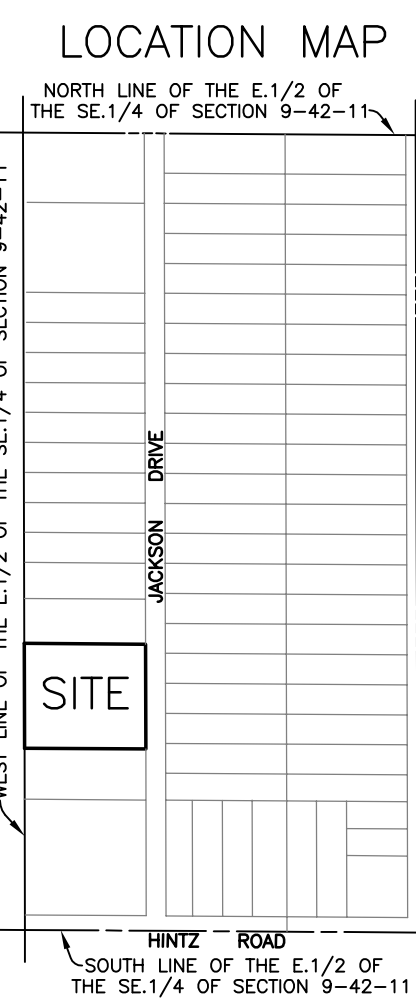
UNIT 2
LAKESIDE VILLAS
#1402 DARREN P CASTELLANOS
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-105
ZONING: R-4
#1400 ARKADY NAYSHUT TRUSTEE
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-106
ZONING: R-4

BAYSIDE DR.
UNIT 2
LAKESIDE VILLAS
#705 SCOTT & TERRI LUDWIG
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-130
ZONING: R-4
#707 ELOY CRUZ
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-129
ZONING: R-4
#709 DOUGLAS EDWARD MORRIS
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-128
ZONING: R-4
#711 OLGA ZHENCHAK
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-127
ZONING: R-4
#713 HOWARD & KARYN BASNER
BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-126
ZONING: R-4



--- DATA TABLE ---
TOTAL ACREAGE: 3.245 AC.
ACREAGE OF STREETS: 0 AC.
NUMBER OF LOTS: 4
AVERAGE LOT AREA: 35,343 S.F.
MIN. LOT AREA: 35,143 S.F.
ACREAGE OF LAND
TO BE DEDICATED: 0 AC.
ESTIMATED POPULATION OF
PROPOSED SUBDIVISION: 12.6

PRELIMINARY PLAT, NOT TO BE RECORDED
OWNER: CENTER FOR SENIORS
8900 CAPITOL DRIVE
WHEELING, IL 60090
WARRANTY DEED DOCUMENT #1423904067
SUBDIVIDER:
THE HURON GROUP
747 LAKE COOK ROAD, SUITE 100W
DEERFIELD, IL 60015
SURVEYOR:
R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, IL 60030



PUBLIC UTILITY AND DRAINAGE EASEMENT
A PERPETUAL EASEMENT, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES AND DRAINAGE ARE HEREBY RESERVED FOR, AND GRANTED TO, VILLAGE OF WHEELING, COMMONWEALTH EDISON COMPANY, COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), INCOG GAS AND AT&T ILLINOIS TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNEES, IN ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL, AND REMOVAL OF ANY AND ALL PUBLIC UTILITIES, DRAINAGE LOCALITIES AND RELATED APURTANCES IN, OVER, ACROSS, ALONG AND UPON THE SO DESIGNATED PROPERTY. SAID EASEMENT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT CONSENT OF GRANTEE, NO BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, PLANTED, OR PLACED IN ANY SUCH EASEMENT AREA, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. SUCH EASEMENTS SHALL SURVIVE THE VACATION BY PROPER AUTHORITY OF ANY STREETS AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT, UNLESS OTHERWISE EXPRESSLY MENTIONED IN THE ORDINANCE OF VACATION.

EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV) COMMONWEALTH EDISON COMPANY AND AT&T ILLINOIS TELEPHONE COMPANY. THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT". THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE THE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN SECTION 2 (E) OF "AN ACT IN RELATION TO CONDOMINIUMS", ILLINOIS REVISED STATUTES, CH. 30, PAR. 302 (E), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL, OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS, OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF GRANTEE/LOT OWNER UPON WRITTEN REQUEST.

SCHOOL DISTRICT CERTIFICATE
THIS IS TO CERTIFY THAT _____ AS OWNER OF THE PROPERTY DESCRIBED AS _____ AND LEGALLY DESCRIBED AS THE PLAT OF THE SAME NAME, HAS DETERMINED TO THE BEST OF HIS/HER KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIES.

SCHOOL DISTRICTS
ELEMENTARY SCHOOL DISTRICT _____ HIGH SCHOOL SCHOOL DISTRICT _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE _____ WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SIGNED SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____ 20____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, THIS _____ DAY OF _____ 20____

BY: _____ PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

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

CHAIRMAN _____
SECRETARY _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF WHEELING, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN, DATED THIS _____ DAY OF _____ 20____

VILLAGE COLLECTOR _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS _____ DAY OF _____ 20____

VILLAGE ENGINEER _____

COOK COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, _____ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF _____ COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

COUNTY CLERK

NO.	DATE	DESCRIPTION	BY
1	01-06-26	ORIGINAL ISSUE	B.J.L.

FIELDWORK COMPLETED: 12-10-2025
CLIENT NAME: The Huron Group
ADDRESS: 747 Lake Cook Road, Suite 100 W
Deerfield, IL 60015

NOTES:
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
A raised SURVEYOR'S SEAL indicates that this survey is an original print.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

OWNERS CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK) S.S.
THE UNDERSIGNED, DO HEREBY CERTIFY THAT _____ (CORPORATION OR INDIVIDUAL) ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND CONSENTS TO THE SUBDIVISION AND PLAT OF SAID PROPERTY, AND THE RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON.

DATED THIS _____ DAY OF _____ 20____

OWNER _____ ATTEST _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED, AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED, AS OWNER, AS AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____ 20____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYOR'S AUTHORIZATION TO RECORD
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I, BRYAN J. LEE, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616, DO HEREBY GRANT PERMISSION TO _____ TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME. DATED AT GRAYSLAKE, ILLINOIS, THIS 7TH DAY OF JANUARY, A.D. 20 26.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:
NAME: _____
ADDRESS: _____
CITY, STATE: _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
BEING A RESUBDIVISION OF:
PARCEL 1: THE SOUTH 200 FEET OF THE NORTH 2033 FEET (EXCEPT THE EAST 871.2 FEET THEREOF) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THE SOUTH 150 FEET OF THE NORTH 1833 FEET (EXCEPT THE EAST 871.2 FEET) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 871.2 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

UPON COMPLETION OF CONSTRUCTION, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINT OF CHANGES IN ALIGNMENT WILL BE SET.

THE PROPERTY, AS DESCRIBED ON THE ANNEXED PLAT, LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WHEELING, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN.

IN MY BEST OPINION, THE LAND IN THE ANNEXED LEGAL DESCRIPTION FALLS IN ZONE "C" AREA AS SHOWN ON COMMUNITY-PANEL NUMBER 17031C0064J, DATED AUGUST 19, 2008 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GIVEN UNDER MY HAND AND SEAL AT GRAYSLAKE, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

NOTARY PUBLIC



MEMORANDUM

DATE: January 14, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSUBPP25-0001, Request for Preliminary Plat Approval for a 4-Lot Residential Subdivision for The Holdings, LLC (2812 & 2822 Jackson Drive).
RECOMMENDED ACTION: **Recommend approval of Docket No. PSUBPP25-001**, granting Preliminary Plat Approval under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat of 2812 Jackson Drive Resubdivision prepared by RE Allen and Associates, LTD., dated 1/6/2026, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois, subject to the following condition:

1. The minimum required side yard setback shall be clearly identified on each lot on the Final Plat of Subdivision.

EXECUTIVE SUMMARY

GENERAL PROPERTY INFORMATION

Petitioner: The Holdings, LLC, 747 Lake Cook Road, Suite 100 W., Deerfield, IL 60015 (contract purchaser)

Address: 2812 & 2822 Jackson Drive

Property size: 3.245 acres (141,373 sq. ft.)

Neighboring Property Land Use(s):

North, East, South: Residential, Single Family

West: Residential, Multi-Family

Existing Use of Property: Vacant

Proposed Use: 4-Lot Single Family Subdivision

Comprehensive Plan Designation: Single Family Residential

Zoning History:

- Subdivision Annexed into the Village of Wheeling per Document No. 033644121, recorded 12/29/2003.

SUMMARY OF REQUEST

The petitioner, The Holdings, LLC, is seeking approval of a Preliminary Plat of Subdivision to subdivide two existing lots (2812 & 2822 Jackson Drive) into 4 lots, which are zoned R-1, single family residential.

PRELIMINARY PLAT REVIEW

The subject property consists of two lots totaling approximately 3.245 acres, located along the west side of Jackson Drive. The Preliminary Plat proposes to subdivide the property into four individual lots, each meeting the minimum requirements of the R-1 Zoning District, as detailed in the following table:

Minimum Lot Requirements Table

R-1 District Requirements		Proposed Subdivision
Minimum Lot Area	12,000 sq. ft.	35,143 sq. ft.
Minimum Lot Width	75 ft.	86.90 ft.
Minimum Lot Depth	120 ft.	404.41 ft.
Front/Street Setback	25 ft.	25 ft.
Interior Side Setback	6 ft. minimum, 15 ft. aggregate	6 ft. minimum, 15 ft. aggregate
Rear Setback	25 ft.	25 ft.

All proposed lots would retain access from Jackson Drive and will be served by public sanitary sewer utility (via an existing sanitary main located along the east side of the lots) and individual wells for water (no public water utility is available along Jackson Drive). The Preliminary Plat includes the required drainage and utility easements; however, the minimum required side yard setbacks are not accurately reflected, and a condition has been added that all side yard setbacks shall be clearly identified for each lot on the Final Plat of Subdivision.

In lieu of constructing sidewalks along each lot frontage, the petitioner proposes to contribute to the Village’s sidewalk fund, as there are currently no sidewalks on either side of Jackson Drive. The petitioner has confirmed that no covenants are currently anticipated for the proposed four-lot subdivision, which is consistent with surrounding lots along Jackson Drive. The petitioner will be responsible for paying the developer impact fees to the Village of Wheeling prior to consideration by the Village Board of the Final Plat of Subdivision.

Pursuant to the Village Code, the Preliminary Plat is not intended for recording. A separate Final Plat of Subdivision will be prepared and submitted to the Plan Commission for review following Village Board approval of the Preliminary Plat. All components of the “Proposed Preliminary Plat of 2812 Jackson Drive Resubdivision” comply with Village codes.

STAFF REVIEW

Fire Department Review: No comments related to the Preliminary Plat of Subdivision.

Engineering Division Review: No comments related to the Preliminary Plat of Subdivision.

Staff Recommended Action: Staff recommends approval of the Preliminary Plat of 2812 Jackson Drive Resubdivision, located at 2812 & 2822 Jackson Drive, subject to the following condition:

1. The minimum required side yard setback shall be clearly identified on each lot on the Final Plat of Subdivision.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of Preliminary Plat Approval, the appropriate motion would be to:

Recommend approval of Docket No. PSUBPP25-001, granting Preliminary Plat Approval under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat of 2812 Jackson Drive Resubdivision prepared by RE Allen and Associates, LTD., dated 1/6/2026, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois, subject to the following condition:

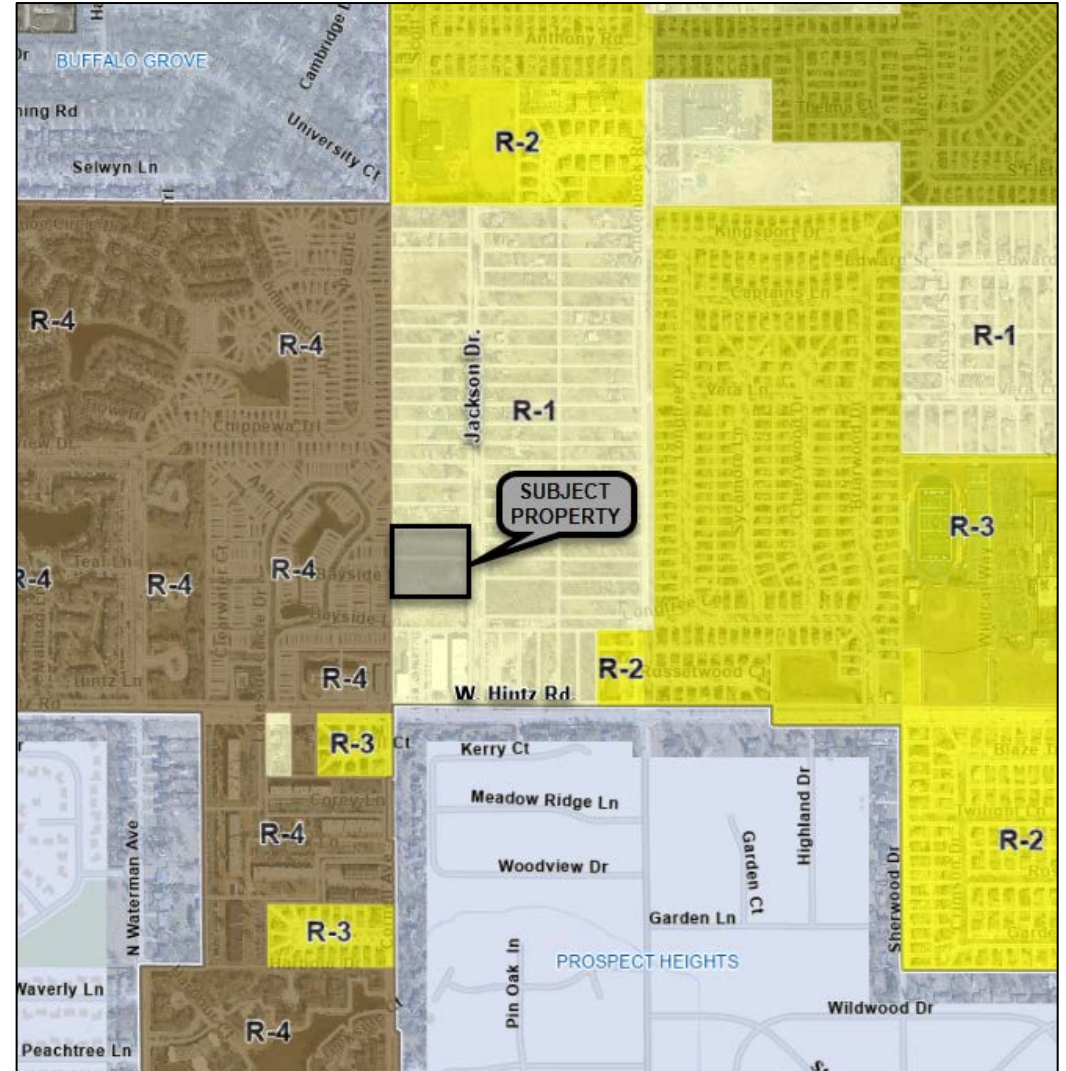
1. The minimum required side yard setback shall be clearly identified on each lot on the Final Plat of Subdivision.

ATTACHMENTS:

- Attachments to Staff Report (Staff)
- Project Description Letter prepared by Derick Goodman with the Huron Group
- Preliminary Plat of 2812 Jackson Drive Resubdivision, prepared by RE Allen and Associates, LTD., dated 1/6/2026
- Email from Steve Goodwin, dated 1/7/2026
- Plat of Survey



LOCATION MAP



ZONING MAP



Derick Goodman, President
The Huron Group, Inc.
747 Lake Cook Road, Suite 100W
Deerfield, IL 60015
312-260-9822 X 702
dgoodman@thehurongroup.com

December 18th, 2025

Ross Klicker, Director of Community Development
Steve Robles, Assistant Director of Community Development
Village of Wheeling, IL
2 Community Boulevard
Wheeling, IL 60090

RE: 2812 Jackson Dr Re-subdivision

Dear Mr. Klicker & Mr. Robles,

THG Holdings LLC (THG) asks that the Village of Wheeling, IL accept our formal application to resubdivide the property commonly known as 2812 & 2822 Jackson Dr from two to four R-1 residential single family conforming lots. THG is not seeking any variations from the zoning code.

Existing Land Use:	Vacant
Existing Zoning:	R-1 Single Family Residential
Proposed Zoning:	R-1 Single Family Residential

Surrounding Area:

- | | |
|-------------------|-------------------------------|
| • North/Northeast | R-1 Single Family Residential |
| • East | R-1 Single Family Residential |
| • South | R-1 Single Family Residential |
| • West | R-4 High-Density /Multifamily |

Project Narrative/Use Description:

THG Holdings LLC is the contract purchaser for 2812 & 2822 Jackson Drive, Wheeling, IL 60090. The property is comprised of two parcels with a combined area of 3.245 acres. The proposed average parcel size subsequent to the resubdivision will be 35,343 SF which meets the zoning requirement of a minimum lot area of 12,000 square feet. All four proposed lots will meet the setback requirements of R1 single family zoning. THG's intended use for the property is to construct attached single family custom homes, and we believe this conforms with the surrounding R1 single family home use. Each of the homes will be serviced by existing public sewer on Jackson Drive, and private well. Gas and electric mains are at Jackson Drive for individual services.

Attachments:

Enclosed are the materials required for final plat approval:

- Planning & zoning application
- Contract to purchase
- Title report
- Final plat of subdivision
- Paid tax bill

Please don't hesitate to contact our office with any additional questions.

Thank you,



Derick Goodman

MAIL PLAT TO:
VILLAGE OF WHEELING
2 COMMUNITY BOULEVARD
WHEELING, IL 60090

PRELIMINARY PLAT

2812 JACKSON DRIVE RESUBDIVISION

BEING A RESUBDIVISION
IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES COMMONLY KNOWN AS:
2812, 2822 JACKSON DRIVE, WHEELING, IL
PARCEL AREA = 3.245 ACRES, 141,373 S.F.
PIN'S: 03-09-401-013
03-09-401-079

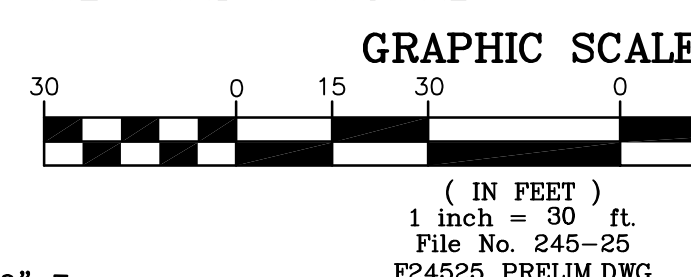
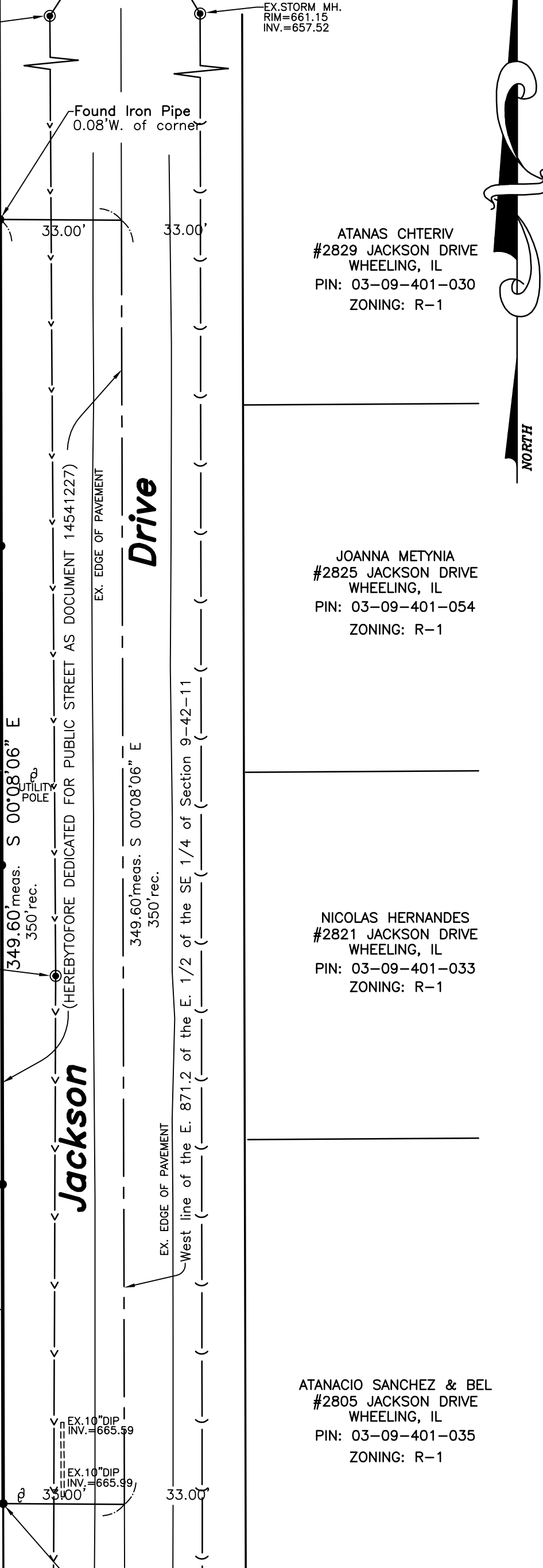
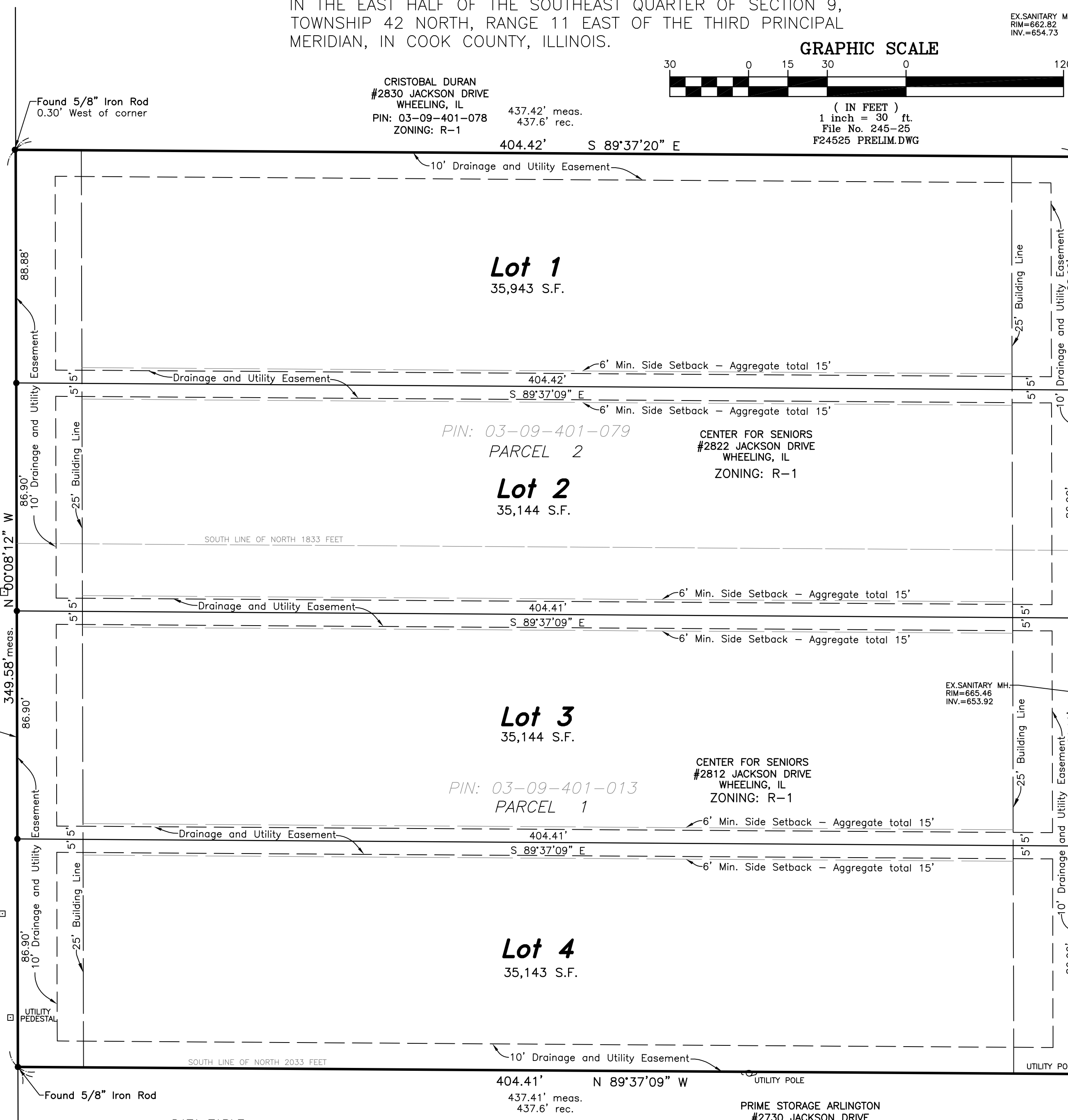
UNIT 2
LAKESIDE VILLAS
#659 LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-088
ZONING: R-4
#661 LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-087
ZONING: R-4
#663 LAKESIDE CIRCLE DR.
WHEELING, IL
PIN: 03-09-404-086
ZONING: R-4

CANDLEWOOD CT.
#1403 CANDLEWOOD CT.
WHEELING, IL
PIN: 03-09-404-086
ZONING: R-4
#1401 CANDLEWOOD CT.
WHEELING, IL
PIN: 03-09-404-097
ZONING: R-4

UNIT 2
LAKESIDE VILLAS
#1402 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-105
ZONING: R-4
#1400 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-106
ZONING: R-4

BAYSIDE DR.
UNIT 2
LAKESIDE VILLAS
#705 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-130
ZONING: R-4
#707 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-129
ZONING: R-4
#709 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-128
ZONING: R-4
#711 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-127
ZONING: R-4

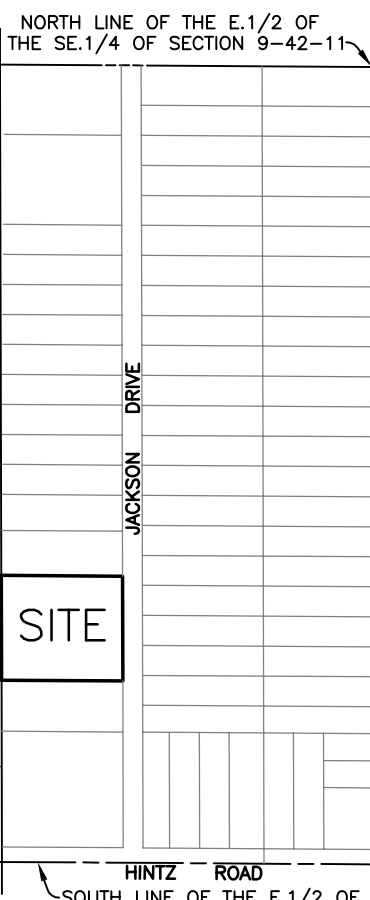
UNIT 2
LAKESIDE VILLAS
#713 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-126
ZONING: R-4
#715 BAYSIDE CT.
WHEELING, IL
PIN: 03-09-404-126
ZONING: R-4



--- DATA TABLE ---
TOTAL ACREAGE: 3.245 AC.
ACREAGE OF STREETS: 0 AC.
NUMBER OF LOTS: 4
AVERAGE LOT AREA: 35,343 S.F.
MIN. LOT AREA: 35,143 S.F.
ACREAGE OF LAND TO BE DEDICATED: 0 AC.
ESTIMATED POPULATION OF PROPOSED SUBDIVISION: 12.6

PRELIMINARY PLAT, NOT TO BE RECORDED
OWNER: CENTER FOR SENIORS
8900 CAPITOL DRIVE
WHEELING, IL 60090
WARRANTY DEED DOCUMENT #1423904067
SUBDIVIDER:
THE HURON GROUP
747 LAKE COOK ROAD, SUITE 100W
DEERFIELD, IL 60015
SURVEYOR:
R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, IL 60030

LOCATION MAP



PUBLIC UTILITY AND DRAINAGE EASEMENT
A PERPETUAL EASEMENT, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES AND DRAINAGE ARE HEREBY RESERVED FOR, AND GRANTED TO, VILLAGE OF WHEELING, COMMONWEALTH EDISON COMPANY, COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), INCOG GAS AND AT&T ILLINOIS TELEPHONE COMPANY, THEIR SUCCESSORS AND ASSIGNEES, IN ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL, AND REMOVAL OF ANY AND ALL PUBLIC UTILITIES, DRAINAGE LOCALITIES AND RELATED APPEARANCES IN, OVER, ACROSS, ALONG AND UPON THE SO DESIGNATED PROPERTY. SAID EASEMENT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT CONSENT OF GRANTEE, NO BUILDINGS, STRUCTURES OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, PLANTED, OR PLACED IN ANY SUCH EASEMENT AREA, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. SUCH EASEMENTS SHALL SURVIVE THE VACATION BY PROPER AUTHORITY OF ANY STREETS AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT, UNLESS OTHERWISE EXPRESSLY MENTIONED IN THE ORDINANCE OF VACATION.

EASEMENT PROVISIONS
AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV) COMMONWEALTH EDISON COMPANY AND AT&T ILLINOIS TELEPHONE COMPANY. THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT". THE PROPERTY DESIGNATED IN THE DECLARATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON ELEMENTS", AND THE PROPERTY DESIGNATED ON THE PLAT AS A "COMMON AREA OR AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL, REQUIRED SERVICE CONNECTIONS OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE THE IMPROVEMENTS THEREON OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM, REMOVE, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN SECTION 2 (E) OF "AN ACT IN RELATION TO CONDOMINIUMS", ILLINOIS REVISED STATUTES, CH. 30, PAR. 302 (E), AS AMENDED FROM TIME TO TIME. THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL, OR AREA OF REAL PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE AS AN APPURTENANCE TO THE SEPARATELY OWNED LOTS, PARCELS, OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH AS, "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING AND COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDES REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL OR RETENTION POND, OR MECHANICAL EQUIPMENT. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEE AT COST OF GRANTEE/LOT OWNER UPON WRITTEN REQUEST.

SCHOOL DISTRICT CERTIFICATE
THIS IS TO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS AND LEGALLY DESCRIBED AS THE PLAT OF THE SAME NAME, HAS DETERMINED TO THE BEST OF HIS/HER KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIES.

SCHOOL DISTRICTS
ELEMENTARY SCHOOL DISTRICT # _____ HIGH SCHOOL SCHOOL DISTRICT # _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE _____ WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND SIGNED SAID INSTRUMENT AS HIS/HER OWN FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____ 20____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, THIS _____ DAY OF _____ 20____

BY: _____ PRESIDENT
ATTEST: _____ VILLAGE CLERK

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

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

CHAIRMAN _____
SECRETARY _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ VILLAGE COLLECTOR OF THE VILLAGE OF WHEELING, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN, DATED THIS _____ DAY OF _____ 20____

VILLAGE COLLECTOR _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, DATED THIS _____ DAY OF _____ 20____

VILLAGE ENGINEER _____

COOK COUNTY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, _____ COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____ A.D. 20____

COUNTY CLERK

NO.	DATE	ORIGINAL ISSUE	BY
1	01-06-26	ORIGINAL ISSUE	B.J.L.
		DESCRIPTION	

FIELDWORK COMPLETED: 12-10-2025
CLIENT NAME: The Huron Group
ADDRESS: 747 Lake Cook Road, Suite 100 W
Deerfield, IL 60015

NOTES:
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
A raised SURVEYOR'S SEAL indicates that this survey is an original print.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

OWNERS CERTIFICATE
STATE OF ILLINOIS
COUNTY OF COOK) S.S.
THE UNDERSIGNED, DO HEREBY CERTIFY THAT (CORPORATION OR INDIVIDUAL) ARE THE OWNERS OF THE PROPERTY AS DESCRIBED HEREON AND CONSENTS TO THE SUBDIVISION AND PLAT OF SAID PROPERTY, AND THE RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON.

DATED THIS _____ DAY OF _____ 20____

OWNER _____ ATTEST _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED, AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED, AS AFORESAID, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____ 20____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYOR'S AUTHORIZATION TO RECORD
STATE OF ILLINOIS)
COUNTY OF LAKE) S.S.

I, BRYAN J. LEE, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3616, DO HEREBY GRANT PERMISSION TO _____ TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME.
DATED AT GRAYSLAKE, ILLINOIS, THIS 7TH DAY OF JANUARY, A.D. 20 26.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:

NAME: _____
ADDRESS: _____
CITY, STATE: _____

STATE OF ILLINOIS
COUNTY OF COOK) S.S.

THE FOLLOWING DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
BEING A RESUBDIVISION OF:

PARCEL 1: THE SOUTH 200 FEET OF THE NORTH 2033 FEET (EXCEPT THE EAST 871.2 FEET THEREOF) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: THE SOUTH 150 FEET OF THE NORTH 1833 FEET (EXCEPT THE EAST 871.2 FEET) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 871.2 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

UPON COMPLETION OF CONSTRUCTION, CONCRETE MONUMENTS, AS SHOWN, AND IRON PIPES AT ALL LOT CORNERS AND POINT OF CHANGES IN ALIGNMENT WILL BE SET.

THE PROPERTY, AS DESCRIBED ON THE ANNEXED PLAT, LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF WHEELING, ILLINOIS, WHICH HAS ADOPTED A COMPREHENSIVE PLAN.

IN MY BEST OPINION, THE LAND IN THE ANNEXED LEGAL DESCRIPTION FALLS IN ZONE "C" AREA AS SHOWN ON COMMUNITY-PANEL NUMBER 17031C0064J, DATED AUGUST 19, 2008 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

GIVEN UNDER MY HAND AND SEAL AT GRAYSLAKE, ILLINOIS THIS _____ DAY OF _____ A.D. 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-26
PROFESSIONAL DESIGN FIRM NO. 184-002732

NOTARY PUBLIC

From: [Steve Goodman](#)
To: [Marcy Knysz](#)
Subject: 2812 and 2822 Jackson Drive
Date: Wednesday, January 7, 2026 9:00:43 AM

***! [CAUTION-EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe ***

To: Village of Wheeling.

Please be advised that this parcel once subdivided into four single family home lots will not have bylaws or covenants due to the fact that the future homeowner will be responsible for maintaining their own homes and lots. There will be no outlot and the roads will be maintained by the Village of Wheeling as it is maintained currently.



Steve Goodman
Vice President, **THE HURON GROUP**

312.260.9822 X706 | [847.917.6550](tel:847.917.6550)

sgoodman@thehurongroup.com

thehurongroup.com

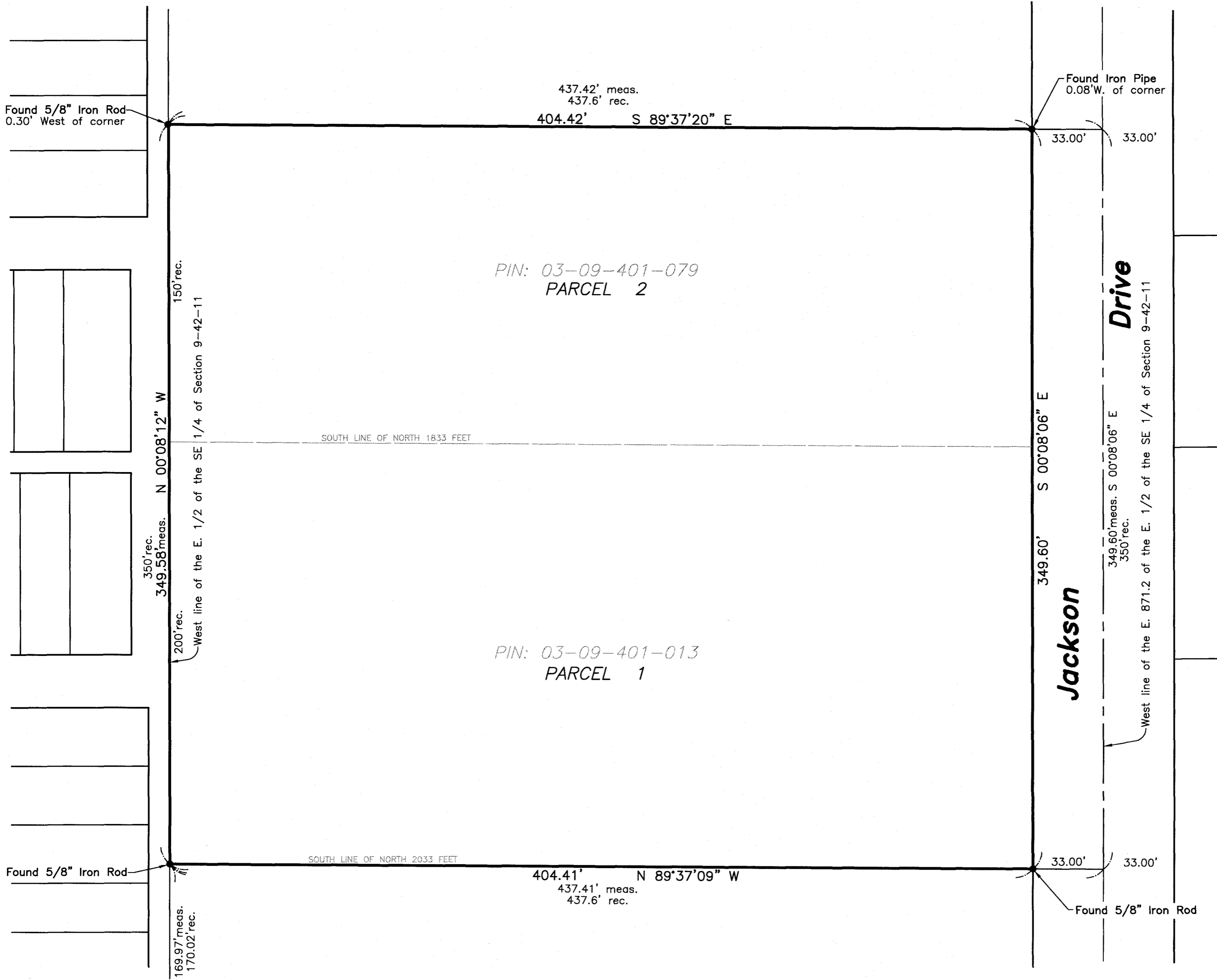
[747 Lake Cook Rd, Ste 100W, Deerfield, IL 60015](https://www.thehurongroup.com/747-Lake-Cook-Rd-Ste-100W-Deerfield-IL-60015)



PLAT OF SURVEY

THE PREMISES COMMONLY KNOWN AS:
 2812, 2822 JACKSON DRIVE, WHEELING, IL
 PARCEL AREA = 3.245 ACRES, 141,373 S.F.
 PIN'S: 03-09-401-013
 03-09-401-079

PARCEL 1: THE SOUTH 200 FEET OF THE NORTH 2033 FEET (EXCEPT THE EAST 871.2 FEET THEREOF) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 PARCEL 2: THE SOUTH 150 FEET OF THE NORTH 1833 FEET (EXCEPT THE EAST 871.2 FEET) OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 871.2 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

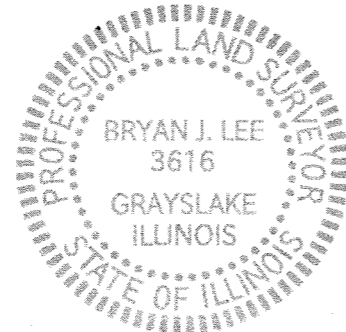


STATE OF ILLINOIS
 COUNTY OF LAKE S.S.

I, BRYAN J. LEE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND STAKED THE LAND AS DESCRIBED IN THE ABOVE CAPTION. ANY STRUCTURES SHOWN HEREON WERE LOCATED BY ME OR UNDER MY DIRECTION AND THE PLAT DRAWN HEREON IS A CORRECT REPRESENTATION OF SAID SURVEY AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED AT GRAYSLAKE, ILLINOIS THIS 17TH DAY OF DECEMBER, A.D. 2025.

Bryan J. Lee
 ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
 MY LICENSE EXPIRES 11-30-26
 PROFESSIONAL DESIGN FIRM NO. 184-002732



Scale: 1" = 40'

FILE NO. 245-25
 F24525 SURVEY.DWG

FIELDWORK COMPLETED: 12-10-2025
 CLIENT NAME: The Heron Group
 ADDRESS: 747 Lake Cook Road, Suite 100 W
Deerfield, IL 60015

NOTES:
 Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.
 A raised SURVEYORS SEAL indicates that this survey is an original print.

R.E. ALLEN AND ASSOCIATES, LTD.
 PROFESSIONAL LAND SURVEYORS
 1015 N. CORPORATE CIRCLE, SUITE C
 GRAYSLAKE, ILLINOIS 60030
 PHONE: 847-223-0914 FAX: 847-223-0980



Meeting Minutes
Wednesday, January 14, 2026
Wheeling Plan Commission Regular Meeting
Board Room, Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois
6:30 p.m.

1. CALL TO ORDER

Chairman Johnson called the meeting to order at 6:30 p.m. on January 14, 2026.

2. PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

3. ROLL CALL

Present were Commissioners Karl, Riles, Hyken, Sprague, Smart and Chairman Johnson. Commissioner Myer was absent with prior notice. Also present was Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

4. CHANGES TO AGENDA – None

5. CITIZENS' CONCERNS AND COMMENTS – None

6. CONSENT ITEMS – None

7. ITEMS FOR REVIEW

- 7A. Docket No.: PSUBPP25-0001**
Applicant: The Holdings, LLC
Address: 2812 and 2822 Jackson Drive
Request: Request for Preliminary Plat Approval for a Four-Lot Residential Subdivision

Chairman Johnson called Docket No. PSUB on January 14, 2026. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

The petitioner is seeking approval of a Preliminary Plat of Subdivision to subdivide two existing lots (2812 & 2822 Jackson Drive) into 4 lots, which are zoned R-1, single family residential. The subject property consists of two lots totaling approximately 3.245 acres, located along the west side of Jackson Drive. The Preliminary Plat proposes to subdivide the property into four individual lots, each meeting the minimum requirements of the R-1 Zoning District.

All proposed lots would retain access from Jackson Drive and will be served by public sanitary sewer utility (via an existing sanitary main located along the east side of the

lots) and individual wells for water (no public water utility is available along Jackson Drive). The Preliminary Plat includes the required drainage and utility easements; however, the minimum required side yard setbacks are not accurately reflected, and a condition has been added that all side yard setbacks shall be clearly identified for each lot on the Final Plat of Subdivision.

In lieu of constructing sidewalks along each lot frontage, the petitioner proposes to contribute to the Village's sidewalk fund, as there are currently no sidewalks on either side of Jackson Drive. The petitioner has confirmed that no covenants are currently anticipated for the proposed four-lot subdivision, which is consistent with surrounding lots along Jackson Drive. The petitioner will be responsible for paying the developer impact fees to the Village of Wheeling prior to consideration by the Village Board of the Final Plat of Subdivision.

Steve Goodman, Vice President of The Holdings, LLC, reported that the company was located in Deerfield. They came across the property since one of their clients was looking to build a house in Wheeling. The property, consisting of 2812 and 2822 Jackson Drive, was 3.245 acres and zoned R1. The minimum lot area in R1 was 12,000 square feet, and each lot was well above the minimum 30,000 square feet or more. The minimum lot width was 75 feet, and the lots were 86.90 feet wide. The minimum depth was 120 feet, and the properties were 404 feet. The front setback was the same as the Village requirement. The interior side yards were to be a minimum of six feet and an aggregate 15 feet, which would be followed. The rear setbacks met the requirement. The block had no water, but there were storm and sanitary sewers.

Ms. Knysz reported that the addresses would be assigned around the time of the recording.

The Commissioners had no questions.

MOTION: Commissioner Smart moved, seconded by Commissioner Hyken, to approve Docket No. PSUBPP25-0001, granting Preliminary Plat Approval under Title 17, Planning Subdivisions and Developments as shown on the Preliminary Plat of 2812 Jackson Drive Resubdivision prepared by RE Allen and Associates, LTD., dated 1/6/2026, for the property located at 2812 & 2822 Jackson Drive, Wheeling, Illinois, subject to the following condition:

1. The minimum required side yard setback shall be clearly identified on each lot on the Final Plat of Subdivision.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Smart, Sprague, Riles

NAYS: None

ABSENT: Commissioner Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz noted that the applicants would attend the Village Board meeting on February 2.

7B. Docket No.: PSU25-0024

Applicant: Jie Liu

Address: 747 W. Dundee Road

Request: Request for Special Use Approval to Permit the Operation of a Massage Establishment (Jie Spa)

See the Findings of Fact for Docket No. PSU25-0024.

MOTION: Commissioner Karl moved, seconded by Commissioner Sprague, to approve Docket No. PSU25-0024, granting Special Use to Jie Liu, 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 massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Smart, Sprague, Riles

NAYS: None

ABSENT: Commission Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

Ms. Knysz noted that the applicants would attend the Village Board meeting on February 2, 2026.

MOTION: Commissioner Hyken moved, seconded by Commissioner Karl, to close Docket No. PSU25-0024.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Smart, Sprague, Riles

NAYS: None

ABSENT: Commission Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

8. **APPROVAL OF MINUTES**

MOTION: Commissioner Sprague moved, seconded by Commissioner Smart, to approve the Minutes of the Regular Meeting of December 17, 2025 (including the Findings of Fact for Docket Nos. PSU25-0011, PV25-0003, PV25-0004, and PV25-0007).

AYES: Commissioners Hyken, Johnson, Karl, Smart, Sprague, Riles

NAYS: None

ABSENT: Commission Myer

ABSTAIN: None

There being six affirmative votes, the motion was approved.

9. **OTHER BUSINESS**

Ms. Knysz reported that the next scheduled meeting for January 28, 2026, was cancelled. The public hearing that was recently noticed was withdrawn. That was the only item on the agenda. She noted that there were many larger projects in the works, but no one was ready to attend the meeting yet.

Chairman Johnson reported that he attended the reopening of Jet's Pizza. There was an upcoming ribbon cutting for the Red Bottle, and the Greek Joynt was close to opening.

10. **ADJOURNMENT**

MOTION: Commissioner Smart moved, seconded by Commissioner Hyken, to adjourn the meeting at 7:00 p.m. The motion was approved by a voice vote.



MEMORANDUM

DATE: February 2, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit a Massage Establishment for Jie Spa, 747 W. Dundee Road (Docket No. PSU25-0024)
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Petitioner Jie Liu seeks special use approval to operate a massage establishment (Jie Spa) at 747 W. Dundee Road, which is zoned MXT, Transit-Oriented Mixed Use. At the January 14, 2026 Plan Commission hearing, the Commission recommended approval of this request, subject to conditions.

MEMO

The petitioner is requesting special use approval to operate a massage establishment (Jie Spa) at the subject location. The Zoning Code requires special use approval in order to operate a massage establishment in the MXT Zoning District. As outlined in the petitioner's cover letter (attached), massage services will be offered daily from 9:00 AM to 9:00 PM, with two employees onsite. The submitted floor plan depicts a waiting area at the front of the tenant space, three massage rooms, and an employee room located at the rear.

Plan Commission Recommendation

At the January 14, 2026 Plan Commission hearing, Commissioner Karl moved, seconded by Commissioner Sprague, to recommend approval of Docket No. PSU25-0024, granting Special Use approval to Jie Liu 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 massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the exhibits listed below and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

There being six affirmative votes, the motion was approved.

Community Development Director's Review and Recommendation

I concur with the Findings of Fact and Recommendations provided by the Plan Commission. An ordinance is attached for the Board's consideration to reflect the Commission's recommendation for the granting of a special use to permit a massage establishment for Jie Spa. The petitioner has submitted a business license application as required by the Plan Commission's recommendation, as reflected by the removal of the condition in the approving Ordinance.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0024]
Exhibits: Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025

Floor Plan received by the Village on 12/1/2025
PC Staff Report with Attachments
Findings of Fact - Draft
Public Notice Certification

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT A MASSAGE ESTABLISHMENT FOR JIE SPA, 747 W. DUNDEE ROAD

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on January 14, 2026, duly noticed in the *Daily Herald* on December 25, 2025, to consider a petition by Jie Liu (hereinafter referred to as "Petitioner") for Special Use approval to permit a massage establishment to be located at 747 W. Dundee Road, Wheeling, Illinois (hereinafter referred to as "Subject Site"), in the MXT (Transit-Oriented Mixed Use) zoning district, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections; and

WHEREAS, the Plan Commission has submitted its Findings of Fact and Recommendation to the President and Board of Trustees, recommending approval, by a vote of 6 ayes and 0 nays with 1 absent; and

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

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

Section A

This Board of Trustees, after considering the Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- The special use is necessary 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 massage establishment for the Petitioner in the MXT, Transit-Oriented Mixed Use Zoning District, located at the Subject Site, hereinafter legally described:

THE EAST 220 FEET OF THE WEST 540 FEET OF THAT PART OF LOT 'A' LYING EAST OF A STRAIGHT LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT "A" 220 FEET EAST OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE SOUTHLINE OF SAID LOT "A" 220 FEET EAST OF THE SOUTHWEST CORNER THEREOF IN DUNHURST SUBDIVISION UNIT NO. 1, OF PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITTLES OF COOK COUNTY, ILLINOIS ON MAY 3, 1955 AS DOCUMENT NO. 1591895 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. 1699072 IN COOK COUNTY, ILLINOIS.

Section C

The Special Use Approval granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A**:

- Petitioner’s Project Description Letter prepared by Jie Liu dated 10/13/2025
- Floor Plan received by the Village 12/1/2025

Section D

The Special Use granted in Section B of this Ordinance is subject to the following condition:

1. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

Section E

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

Trustee _____ moved, second by Trustee _____, that Ordinance No. _____ be adopted.

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

APPROVED this 2nd day of February 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 3rd day of February, 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 prepared by Jie Liu dated 10/13/2025
Floor Plan received by the Village 12/1/2025

Honorable officer

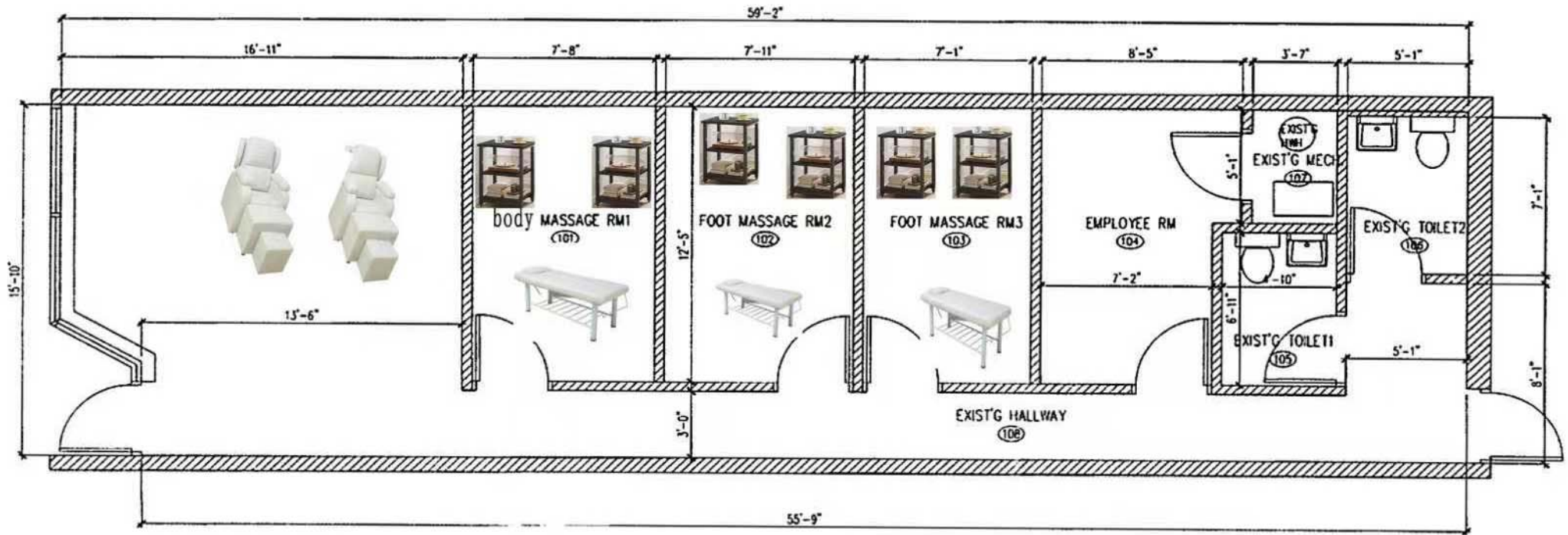
This is jie spa, the address is 747 W DUNDEE RD WHLEELING .my last name is liu , first name is jie, I wan to give my schedule to you .

my store will be open 7 days a week ,the working time is 9:00AM--9:00pm. We will hire two employees,the number of our car is two,the max number of customers is two, we provide massage service ,no noise,no pollution no impact to our neighbour, we have three massage rooms , one waiting area ,we want to give all the washing and dry business to our neighbor the launder store,wo we donot have any washing room ,we also have a male bathroom and a women bathroom

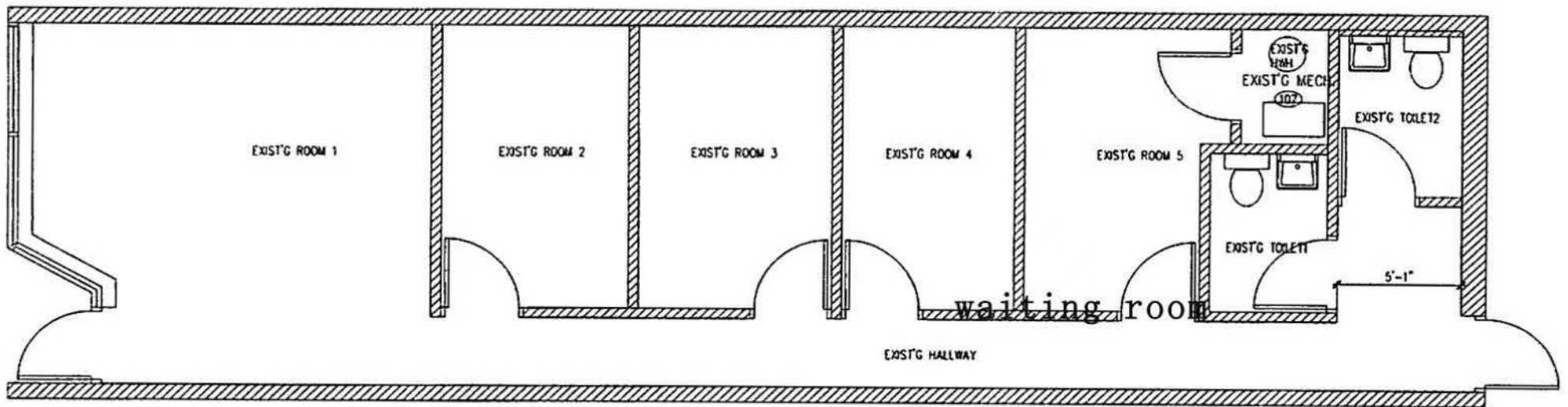
I hope you have a nice day

Jie liu

10/13/2025



B PROPOSED FLOOR PLAN
SCALE 3/8" = 1'-0"
N ⊕ EXIST'G WALL



A EXIST'G FLOOR PLAN
SCALE 3/8" = 1'-0"
N ⊕ EXIST'G WALL



MEMORANDUM

DATE: January 14, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0024, Request for Special Use Approval to Permit the Operation of a Massage Establishment (Jie Spa) for Jie Liu (747 W. Dundee Road). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0024**, granting Special Use to Jie Liu, 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 massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

EXECUTIVE SUMMARY

Docket No. PSU25-0024: Jie Liu (747 W. Dundee Road, Wheeling, IL 60090), lessee, is seeking special use approval pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections, to permit the operation of a massage establishment (Jie Spa), for the property located at 747 W. Dundee Road, which is zoned MXT, Transit-Oriented Mixed Use.

GENERAL PROPERTY INFORMATION

Applicant: Jie Liu (Jie Spa)

Neighboring Property Land Use(s):

North: Commercial (across Dundee Road)

East: Commercial

South: Single-family Residential

West: Commercial

Existing Use of Property: Vacant storefront located within a multi-tenant shopping center

Existing Zoning: MXT, Transit-Oriented Mixed Use

Comprehensive Plan Designation: Transit Oriented Mixed Use

Zoning History:

- Ordinance No. 3018, approved 2/6/1995, granting a variation to reduce parking for First Street Red Hots

(Docket #838).

- Ordinance No. 3019, approved 2/6/1995, granting special use and site plan approval for a restaurant for First Street Red Hots (Docket #1995-2).
- Ordinance No. 5732, approved 5/5/2025, granting special use to permit a massage establishment for 6-Foot Spa (Docket No, PSU25-0002).

SUMMARY OF REQUEST

The applicant, Jie Liu, is requesting Special Use approval to operate a massage establishment, Jie Spa, located at 747 W. Dundee Road. The subject tenant space is unoccupied but the Village previously granted special use approval in 2025 (Ordinance No. 5732) for a massage establishment to an unrelated petitioner for “6-Foot Spa” in the same location. However, the applicant subsequently withdrew the request following obtaining the special use and the business did not open.

The current petitioner is required to obtain special use approval to operate a new massage establishment (“Jie Spa”) within the same tenant space.

Standards for Special Use: The petitioner has submitted the following responses to the standards for special use. (Any staff comments follow the petitioner’s response)

1. State why the Special Use is necessary for the public convenience at the proposed location.

Petitioner: Our store is located in a commercial area. There are a lot of employees working, they need a good massage to relax or refresh themselves.

Staff: The proposed location within the MXT, Transit-Oriented Mixed Use Zoning District, permits massage establishments subject to the granting of a Special Use and is consistent with the commercial uses within the shopping center.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: We do massage in this area. We won’t change the essential character of the area, around our store are all commercial spaces. It matches well with other spaces.

Staff: The proposed use is consistent with the established commercial character of the Dundee Road corridor in this area.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties.

Petitioner: The size of the space is 1,100 sq. ft. We don’t use any space on the street. We don’t use any public space. All the massage is done inside the space. We don’t make any noise and don’t bother neighborhood.

Staff: The proposed use will occupy an existing commercial tenant space and will operate entirely indoors. The site is served by existing public streets and shared off-street parking, and the scale and intensity of the operation are consistent with other commercial uses in the area. As proposed, the use will not impede the orderly development of the zoning district.

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: Our store is located at 747 W. Dundee Rd. Wheeling IL 60090. The space is a common commercial space. We don’t have a fence and don’t have any additional construction. We only use the original space.

Staff: The proposed use will operate entirely within an existing commercial tenant space and does not involve any exterior modifications or new construction. As such, the proposed use will not hinder or discourage the appropriate development or use of adjacent properties, nor will it 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: Our space is located in a plaza. We share the parking lot with other commercial spaces. There are plenty of parking lot for us. The max number of customers for us is two. We don't make any trouble for neighbor and public parking.

Staff: The proposed use is located within an existing multi-tenant commercial plaza served by a shared off-street parking lot. Based on the limited size and low intensity of the use, including a maximum of two customers at any given time, the existing parking supply is adequate to serve the use.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Petitioner: We believe we will get reasonable return under the conditions allowed by the regulations in that zone.

Staff: The proposed use is consistent with the MXT, Transit-Oriented Mixed Use Zoning District and the Comprehensive Land Use designation of Commercial.

STAFF REVIEW

Fire Department Review: No comments from the Fire Department related to the Special Use.

Engineering Division Review: No comments from the Engineering Division related to the Special Use.

Staff Recommended Action: Staff recommends approval of the special use, subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

If the Plan Commission finds that the petitioner has satisfied the requirements for the granting of a special use, the appropriate motion would be to:

Recommend approval of Docket No. PSU25-0024, granting Special Use to Jie Liu, 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 massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

ATTACHMENTS:

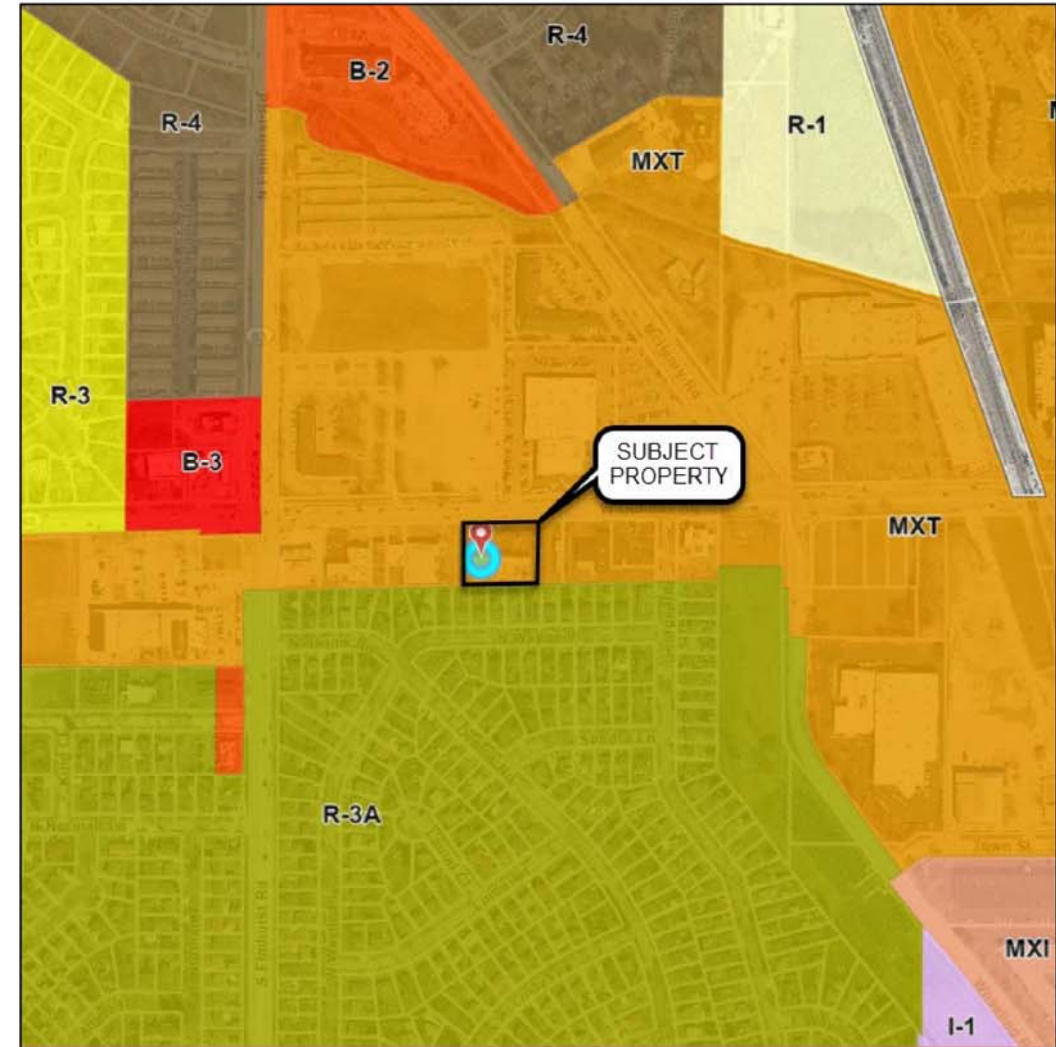
Attachments to Staff Report (Staff)

Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025

Floor Plan received by the Village 12/1/2025



LOCATION MAP



ZONING MAP



View of Unit Facing South from the Parking Lot.

Honorable officer

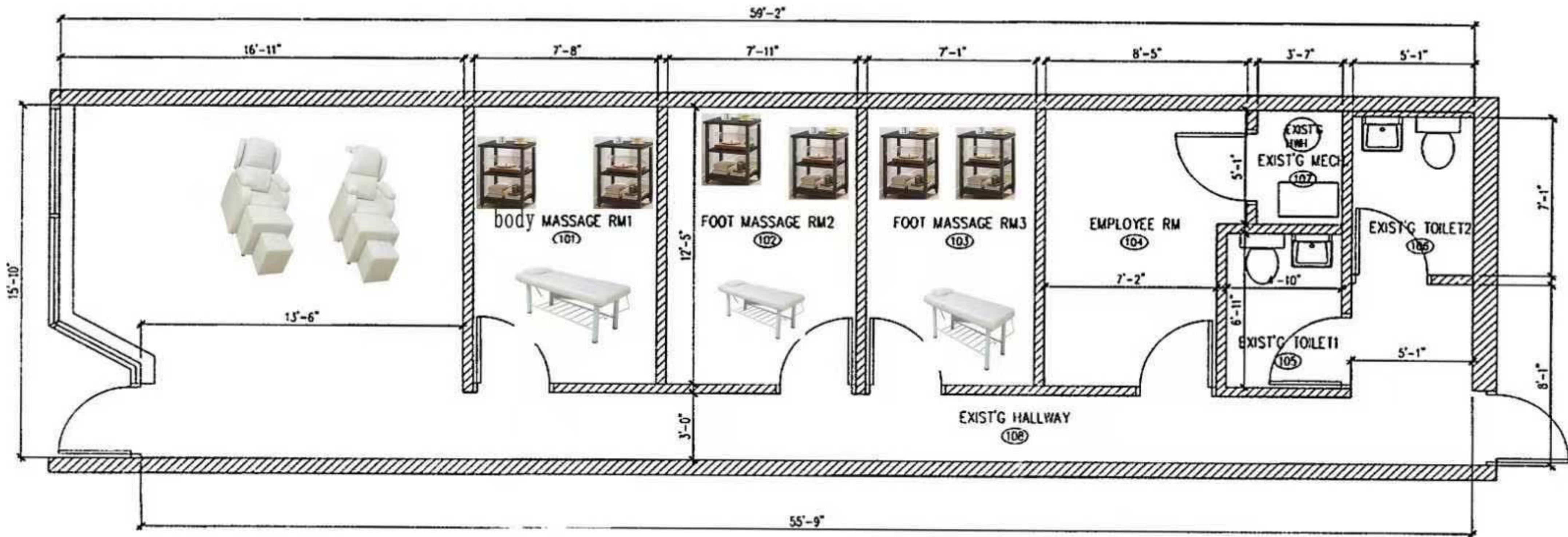
This is jie spa, the address is 747 W DUNDEE RD WHLEELING .my last name is liu , first name is jie, I wan to give my schedule to you .

my store will be open 7 days a week ,the working time is 9:00AM--9:00pm. We will hire two employees,the number of our car is two,the max number of customers is two, we provide massage service ,no noise,no pollution no impact to our neighbour, we have three massage rooms , one waiting area ,we want to give all the washing and dry business to our neighbor the launder store,wo we donot have any washing room ,we also have a male bathroom and a women bathroom

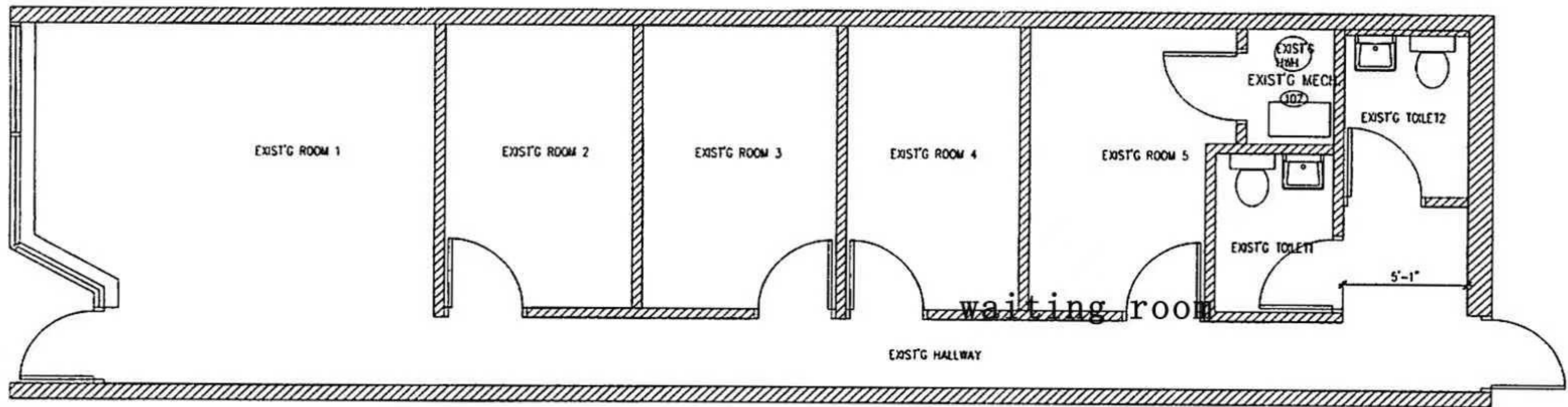
I hope you have a nice day

Jie liu

10/13/2025



B PROPOSED FLOOR PLAN
 SCALE 3/8" = 1'-0"
 N ⊕ EXIST'G WALL



A EXIST'G FLOOR PLAN
 SCALE 3/8" = 1'-0"
 N ⊕ EXIST'G WALL

From: [Ye Lu](#)
To: [Marcy Knysz](#)
Subject: Fwd: Submission of Written Objection and Joint Objection Packet – Special Use Application at 747 W Dundee Road
Date: Monday, January 12, 2026 11:00:01 PM
Attachments: [Joint Objection Packet – Map & Business Signatures – 747 W Dundee Rd.pdf](#)

*****! [CAUTION-EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe *****

Subject: Fwd: Submission of Written Objection and Joint Objection Packet – Special Use Application at 747 W Dundee Road

Dear Marcy,

I hope this message finds you well.

My name is Ye Lu, and I am the owner of Anna's Sunny Spa, a legally licensed massage establishment located at 765C West Dundee Road, Wheeling, Illinois. I am writing to formally submit materials in opposition to the Special Use Permit application for the proposed massage establishment at 747 West Dundee Road.

Attached to this email, please find the following documents for inclusion in the official record:

1. My written objection as an existing business owner located along the West Dundee Road commercial corridor;
2. A joint objection packet signed by ten (10) nearby business owners and tenants located along or near the West Dundee Road commercial corridor.
This packet includes the joint objection letter, a list of undersigned businesses (business name and address), and signature pages;
3. A comparison map showing the proximity between 747 West Dundee Road and 765C West Dundee Road.

As outlined in the attached materials, but rather on land-use suitability and the cumulative impacts associated with placing another identical, high-traffic use in such close proximity within the same commercial corridor. The undersigned businesses share concerns regarding the overconcentration of similar uses and the potential impacts on parking demand, traffic conditions, and the overall functionality and character of the corridor.

These materials are respectfully submitted for consideration as part of the review of this Special Use Permit application. Please let me know if any additional information or documentation would be helpful.

Thank you very much for your time and assistance.

Respectfully,

Ye Lu
Owner, Anna's Sunny Spa
765C West Dundee Road
Wheeling, IL 60090
Phone: 312-774-6192

Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

Dear Village President and Trustees,

We, the undersigned business owners and tenants located along and near the West Dundee Road commercial corridor in Wheeling, respectfully submit this joint objection to the Special Use application for the proposed massage establishment at 747 West Dundee Avenue, Wheeling, Illinois.

Our objection is not based on business competition, but on land-use suitability and the cumulative impact of placing another identical, high-traffic business in such close proximity to an existing massage establishment located at 765C West Dundee Road. Although the two locations are not within the same plaza, they are only a short distance apart along the same commercial corridor and would operate during overlapping evening and weekend peak hours.

The close concentration of similar, high-traffic commercial uses within this limited area would create cumulative impacts, including increased parking demand, additional traffic congestion, and strain on nearby shared infrastructure. These impacts affect not only nearby businesses, but also the overall functionality and character of the West Dundee Road corridor.



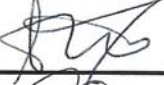

The purpose of a Special Use Review is to ensure that a proposed use is appropriate for its specific location and consistent with the public interest. In our view, approving another massage establishment at 747 West Dundee Avenue would contribute to an overconcentration of the same use in close proximity and would not be appropriate for this location.

For these reasons, we respectfully request that the Village Board deny the Special Use application for the proposed massage establishment at 747 West Dundee Avenue.

Thank you for your time and consideration.

Signature Page – Joint Objection

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
YELU	Anna's Sunny spa.	765 W Dundee Rd #c. Wheeling		01/07/2026
Tony	MR. Smoke	739 W Dundee		01/07/2026
Fanny Bell	LA INTERACTIVE HAIR	765 W Dundee Rd #A		1/7/26
HARRY	Shital Grocery	759. W. DUNDEE RD		1-7-25

Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

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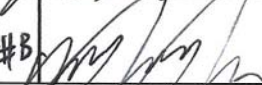
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Thank you for your time and consideration.

Signature Page – Joint Objection

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
Esley	Dirty Laundromat	741 W. Dundee		1-8-26
Marcelo	Advance Auto PROP STATION	753 W Dundee		1-8-26
Dab Bastone	B+L LIQUORS	767 W. DUNDEE		1/9/26
KAMAL KHAN	ALLSTATE AGENT	765 W. DUNDEE #B		01/09/26

Joint Objection to Special Use Application Proposed Massage Establishment at 747 West Dundee Avenue, Wheeling, Illinois

Dear Village President and Trustees,

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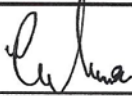
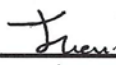

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Thank you for your time and consideration.

Signature Page – Joint Objection

By signing below, I confirm that I am a business owner or authorized representative of a business located along or near the West Dundee Road corridor and that I support the concerns expressed in the joint objection above.

Printed Name	Business Name	Business Address	Signature	Date
George	E/Burrito Bronco	733 W Dundee		1/8/26
Juan	Wheeling Donuts	729 W Dundee		1-08-26
Jinhyoung	Wheeling Puy spa	737 W Dundee		1-12-26

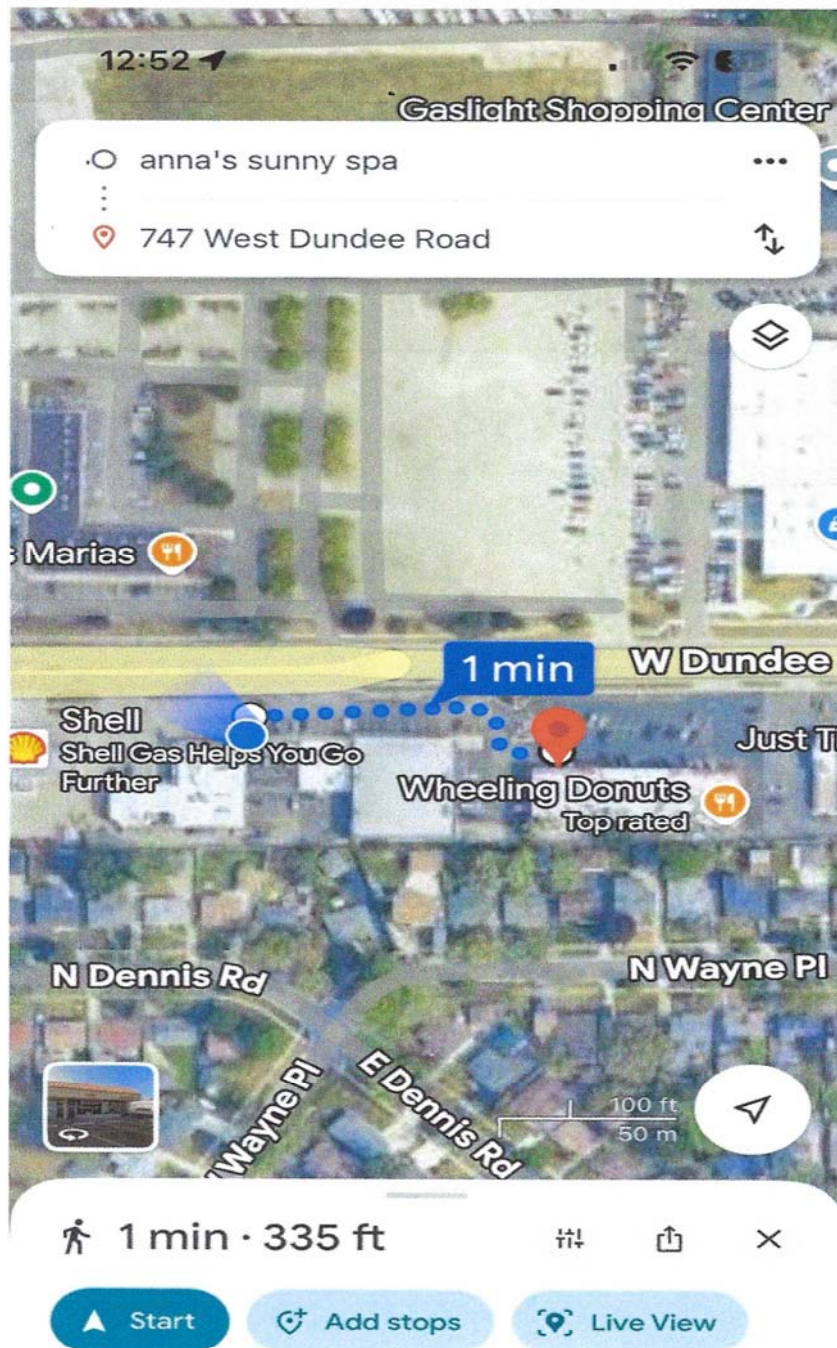
List of Businesses Supporting the Joint Objection

(Business Name and Address)

Business Name	Business Address
B & L Liquors	767 W Dundee Rd Wheeling, IL 60090
anna's sunny spa	765 W Dundee Rd #C Wheeling, IL 60090
Allstate Insurance	765 W Dundee Rd # B Wheeling, IL 60090
La International Hair Design	765 W Dundee Rd # A Wheeling, IL 60090
Shital Grocery	759 W Dundee Rd Wheeling, IL 60090
Advance Auto Parts	753 W Dundee Rd Wheeling, IL 60090
Dirty Duds Laundromat	741 W Dundee Rd Wheeling, IL 60090
Mr. smoke & vape	739 W Dundee Rd Wheeling, IL 60090
Wheeling Dog Spa	737 W Dundee Rd Wheeling, IL 60090
El Burrito Bronco	733 W Dundee Rd Wheeling, IL 60090
Wheeling Donuts	729 W Dundee Rd Wheeling, IL 60090

Comparison Map: Walking Distance Between

747 W Dundee Road and 765 W Dundee Road #c(Wheeling, Illinois)



- The red circle marks 747 w Dundee rd.
- The blue circle marks 765 w Dundee rd #c, the location of anna's sunny spa.
- Map Reference: This map shows the walking route between the existing massage establishment at 765 West Dundee Road and the proposed massage establishment at 747 West Dundee Road. The walking distance is approximately 335 feet, which is about a one-minute walk. Both locations are situated along the same stretch of West Dundee Road (IL-68) within the same commercial corridor in Wheeling, Illinois, demonstrating their immediate proximity.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: January 14, 2026

Re: Docket No. PSU25-0024
Request for Special Use Approval to Permit the Operation of a Massage Establishment (Jie Spa) for Jie Liu (747 W. Dundee Road)

Chairman Johnson called Docket No. PSU25-0024 on January 14, 2026. Present were Commissioners Riles, Hyken, Karl, Johnson, Sprague and Smart. Commissioner Myer was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

The petitioner is seeking to operate a massage establishment ("Jie Spa") within a vacant tenant space at 747 W. Dundee Road. As described in the project description letter, massage services will be offered daily from 9:00 AM to 9:00 PM, with two employees on site. The submitted floor plan depicts a waiting area at the front of the tenant space, three massage rooms, and an employee room located at the rear.

Secretary Sprague reported that Jie Liu was seeking special-use approval to operate a massage establishment. He read the requirements for special-use approval.

Ms. Knysz reported that the space was currently unoccupied. A different petitioner came through in 2025 for a massage establishment in the same location, and it was approved. The applicant subsequently withdrew their request, and the business never opened.

Ms. Knysz read the proposed conditions:

1. The petitioner shall submit an application for a business license to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a business license shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

Jie Liu and Michael Xu, the petitioners, stepped to the podium and were sworn in. Michael Xu reported that they wanted to provide spa services and stated that they would not make any noise. The floor was opened to public comments.

Peter Klasik stepped to the podium and was sworn in. He objected to the spa on behalf of himself and his wife and expressed concern about its proximity to their spa. The distance between the two locations was 325 feet, and a one-minute walk.

Findings of Fact and Recommendation

DOCKET NO. PSU25-0024

Young Xu Chen stepped to the podium and was sworn in. She reported that she owned the property. She stated that there were 47 regular parking spaces and three handicap spaces, so there was plenty of space.

Michael Xu confirmed that they would have a state spa license, and he stated they believed there were enough customers for both businesses in the area.

Commissioner Riles asked whether foot massage was offered and how many rooms were available for it. Michael Xu confirmed that it was for a foot massage. There were three rooms, but the massage would take place in only one. There would be one worker. Commissioner Riles asked what would happen if three people came in at the same time. Michael Xu stated that there was a waiting area. He stated that they would recommend the other business if they had too many customers at once.

Commissioner Smart asked if the hours were 9:00 a.m. to 9:00 p.m., seven days per week. Michael Xu confirmed this was the case and stated that they were open to changing the times. Commissioner Hyken asked what the maximum number of people would be at any one time. Michael Xu stated that the maximum would be three because there would likely be two customers and one employee. Young Xu Chen reported that there were parking places for all tenants, and they were never filled. She noted that most of the time, only half of the spaces were filled. There were no designated spaces.

Commissioner Sprague asked if Jie Liu was the certified masseuse. Michael Xu reported that his mother would be doing the massages.

Chairman Johnson asked why the previous applicant withdrew. Ms. Knysz reported that she was unsure. The applicant had applied for the business license and then withdrew.

Commissioner Karl had no questions.

Chairman Johnson noted that some opposition letters had been received from other businesses, largely related to high traffic and proximity to the existing spa establishment.

The Commissioners had no further questions.

MOTION: Commissioner Karl moved, seconded by Commissioner Sprague to recommend approval of Docket No. PSU25-0024, granting Special Use to Jie Liu, 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 massage establishment (Jie Spa), located at 747 W. Dundee Road, in accordance with the Petitioner's Project Description Letter prepared by Jie Liu dated 10/13/2025, Floor Plan received by the Village 12/1/2025, and subject to the following conditions:

1. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. Upon demonstrating that the petitioner and the proposed business operations comply with all requirements of Chapter 4.74 of the Wheeling Municipal Code, a Business License shall be obtained prior to commencing operation of the massage establishment at the subject location.
2. A Wheeling Sign Permit shall be required prior to the installation of any exterior signage at the subject property, subject to the requirements of Title 21 - Signs.

**Findings of Fact and
Recommendation**

DOCKET NO. PSU25-0024

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Hyken moved, seconded by Commissioner Karl to close Docket No. PSU25-0024.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Karl, Sprague, Smart, Riles
NAYS: None
ABSENT: Commissioner Myer
ABSTAIN: None

There being six affirmative votes, the motion was approved.

DRAFT

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Plan Commission of the Village of Wheeling will hold a public hearing on January 14, 2026 at 6:30 p.m. in the Board Room of the Wheeling Village Hall located at 2 Community Boulevard, Wheeling, Illinois, to act on a petition by Jie Liu (747 W. Dundee Road, Wheeling, IL 60090), lessee, seeking Special Use approval to permit the operation of a massage establishment at 747 W. Dundee Road, zoned MXT (Transit-Oriented Mixed Use), as required in Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections.

All interested persons are invited to attend and be heard.
Docket No. PSU25-0024
Published in Daily Herald Dec. 30, 2025 (315859)

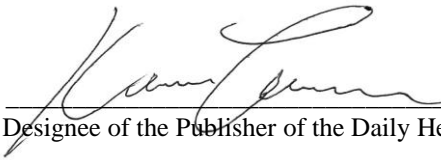
CERTIFICATE OF PUBLICATION

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 12/30/2025 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 # 315859





MEMORANDUM

DATE: February 2, 2026
FROM: Leonard Becker, Economic Development Director
SUBJECT: Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 1326 South Wolf Road in the Village of Wheeling, Illinois (1326 S. Wolf Road, LLC on Behalf of the Occupant dataMate)
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

An application for a Class 6b Real Estate Property Tax Classification has been submitted by 1326 Wolf Rd. LLC for the property at 1326 South Wolf Road. In order to file this application with Cook County, the Village Board must approve a resolution supporting the request for a Class 6b.

MEMO

Background:

The property at 1326 South Wolf Road consists of an approximately 20,013-square-foot industrial building on 60,073 square feet of land (1.38 acres). This property, developed in 1985, is currently zoned I-2 and was formerly occupied by World Point, which vacated the property in early 2025. The building has remained vacant despite being marketed for lease and currently includes one interior dock door, one drive-in door, a 17-foot clear height, 3,000 square feet of office space, and 48 parking spaces.

Applicant 1326 S. Wolf, LLC plans to renovate and lease the subject property to dataMate, which will relocate and expand operations to the subject property from its current location in Harwood Heights. dataMate is a division of Methode Electronics, Inc., focused on engineered solutions for high-speed wired communication. The company has been designing and manufacturing data transmission products for over 25 years, with roots in Chicago and a reputation as specialists in copper-based high-speed interconnect technologies used in data centers, broadband access networks, and industrial communication systems. Geographically, dataMate supports customers from a network of locations in North America, Europe, and Asia, including additional engineering and sales offices in San Jose, CA, as well as manufacturing and engineering facilities in Mexico, Malta, India, and China.

If the 6b application is approved, the lease will go forward, and the applicant plans to invest over \$500,000 to make various repairs and improvements required by Methode Electronics / dataMate. The proposed improvements include:

- Adding Offices and Conference Rooms
- Updated Electrical Systems and LED Lighting
- HVAC Upgrades
- Installing a new Fire Suppression/Sprinkler System
- New Industrial Flooring
- Interior and Exterior Painting

This work will begin immediately upon approval of the 6b and is expected to be completed within eight months. Furthermore, additional investment will likely be made if additional business expansion takes place.

Class 6b Classification:

The applicant is requesting a Class 6b property tax classification based on re-occupation of abandoned property without a purchase for value, special circumstances, and substantial rehabilitation. A Class 6b property tax classification will reduce the property's assessment rate to 10% for the first ten years, 15% in the eleventh year, and 20% in the twelfth year. The assessment rate without a Class 6b is 25%.

Fiscal Impact:

If the applicant obtains a Class 6b, then the building will be occupied and an additional \$500,000 in capital improvements will be invested in the property. The following scenarios for 2026 are provided to help compare the potential property taxation:

- Scenario where the improvements are made, and the incentive is applied = \$ 55,713
- Scenario where the building remains vacant and unused = \$ 48,520

If the incentive is approved, over the 12-year period, the property is projected to generate \$169,880 in additional real estate taxes compared to the property remaining vacant with no incentive.

In addition to the direct property tax revenue, dataMate currently employs 35 full-time employees. If the applicant proceeds to relocate and expand to the subject property, it will relocate all its operations and existing workers to Wheeling and anticipates adding new employees to accommodate future growth. The existing and new jobs have an average salary of \$105,000 per year and are fully benefited positions. Furthermore, the applicant projects that another 25 temporary construction jobs will be created during construction.

The projected economic impact derived from the added employees and visitors at the new facility will provide increased sales tax revenue from expenditures at local gas stations, grocery stores, restaurants, and other indirect contributions. The annual total projected revenue is expected to be an additional \$148,313 from this employment impact alone.

RESOLUTION 26 - _____

RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b REAL ESTATE TAX ASSESSMENT CLASSIFICATION FOR THE PROPERTY LOCATED AT 1326 SOUTH WOLF ROAD IN THE VILLAGE OF WHEELING, ILLINOIS (1326 S. WOLF ROAD, LLC ON BEHALF OF THE OCCUPANT DATAMATE)

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

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

WHEREAS, 1326 S. Wolf LLC (the “Petitioner”) has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the “Village Board”) that such Class 6b Classification is necessary to encourage occupancy of the specific real estate identified below (the “Subject Property”); and

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

WHEREAS, the Petitioner intends to renovate and lease the Subject Property for engineering, production, distribution, and administrative uses (the “Proposed Development”); and

WHEREAS, the Petitioner plans to invest over \$500,000 to make various improvements to upgrade the facility to support engineering, design, testing, prototyping, and manufacturing operations, including upgrading the interior of the property (the “Proposed Improvements”); and

WHEREAS, the Village Board supports and consents to the filing of a Class 6b Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6b Classification qualifications; and

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

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

SECTION 1: ELIGIBILITY. The request of the Petitioner to have the Subject Property declared eligible for Class 6b Classification under the Ordinance is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the occupancy of the Subject Property.

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

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

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

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

D. The total construction value for permits issued for the Proposed Improvements shall be no less than \$500,000.00.

E. The Proposed Development shall be completed by December 30, 2026. Upon completion of the Proposed Development, the Applicant will request that the Village inspect and approve the Proposed Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

SECTION 3: FINDINGS. The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor; with a copy of the Class 6b Classification application of the Petitioner, being attached hereto as Exhibit A and made a part hereof.

SECTION 4: APPROVAL. The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

LEGAL DESCRIPTION:

LOTS 40 AND 41, BOTH INCLUSIVE, IN WHEELING CENTER FOR INDUSTRY, UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 22, 1976, AS DOCUMENT NUMBER LR2883087, IN COOK COUNTY, ILLINOIS

PIN NUMBER: 03-14-404-002-0000
03-14-404-003-0000

COMMON ADDRESS: 1326 S. Wolf Road
Wheeling, Illinois 60090

SECTION 5: FILING. The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 2nd day of February 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

CLASS 6b APPLICATION



MEMORANDUM

DATE: February 2, 2026
FROM: Leonard Becker, Economic Development Director
SUBJECT: Resolution Consenting to a Cook County Class 6b Real Estate Tax Assessment Classification for the Property Located at 2281 South Foster Avenue in the Village of Wheeling, Illinois (2281 Foster, LLC)
DOLLAR AMOUNT: N/A
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approval
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

An application for a Class 6b Real Estate Property Tax Classification has been submitted by 2281 Foster, LLC for the property at 2281 South Foster Avenue. In order to file this application with Cook County, the Village Board must approve a resolution supporting the request for a Class 6b.

MEMO

Background:

The property at 2281 South Foster Avenue consists of an approximately 10,000-square-foot industrial building on 43,560 square feet of land (1.00 acre). This facility, built in 1986, is currently zoned I-3 and was formerly occupied by Crystal Rain Distillery. The building currently has three doors, a 24-foot clear height, and approximately 16 parking spaces.

Applicant 2281 Foster, LLC plans to purchase and significantly rehabilitate the property to accommodate its tenant, Harrison's Poultry Farm. Founded in 1893, Harrison's is a fourth-generation family-run poultry processing and distribution business. The business serves numerous wholesale institutions and also sells directly to consumers at its retail butcher shop in Glenview.

Harrison's receives freshly dressed poultry daily for processing and sale in both wholesale and retail operations. Live poultry is not and will not be a part of the business plan at the subject property. The company has grown steadily by prioritizing freshness, quality, food safety, and a network of strong business relationships. Harrison's currently operates exclusively out of its USDA-inspected facility in Glenview, serving more than 400 restaurants, country clubs, and institutional customers, many of which are among the most respected and highest-quality establishments in the region.

As the company's wholesale and commercial business has expanded, it has had to reassess its operating footprint. As a result, Harrison's plans to relocate its wholesale and production operations from Glenview to the property at 2281 Foster Avenue. This transition will establish Wheeling as the long-term headquarters for the company's wholesale processing and distribution platform. In the future, Harrison's intends to develop a split retail and restaurant concept and hopes to bring this opportunity to Wheeling (at a different location). Harrison's is committed to being a responsible and transparent partner to the Village and intends to build an operation in Wheeling that operates efficiently, quietly, and safely.

If the 6b application is approved, the purchase will go forward, and the applicant plans to invest over \$1,000,000 to make various repairs and improvements required by Harrison's. The proposed improvements include:

- Installation of Specialized Refrigeration and Cold-Storage Systems
- Updated Electrical Systems and LED Lighting
- Plumbing Upgrades
- HVAC Upgrades
- Installing a new Fire Suppression / Sprinkler System

- Interior Reconstruction

This work will begin immediately following the approval of the 6b and is expected to be completed within 18 months. Additional investment will be made if further business expansion takes place.

Class 6b Classification:

The applicant is requesting a Class 6b property tax classification based on re-occupancy of abandoned property with a purchase for value and substantial rehabilitation. A Class 6b property tax classification will reduce the property's assessment rate to 10% for the first ten years, 15% in the eleventh year, and 20% in the twelfth year. The assessment rate without a Class 6b is 25%.

Fiscal Impact:

If the applicant obtains a Class 6b, then the building will be occupied and an additional \$1,000,000 in capital improvements will be invested in the property. The following scenarios for 2026 are provided to help compare the potential property taxation:

- Scenario where the improvements are made, and the incentive is applied = \$91,656
- Scenario where the building remains vacant and unused = \$51,781

If the incentive is approved, over the 12-year period, the property is projected to generate \$430,842 in additional real estate taxes compared to the property remaining vacant with no incentive.

In addition to the direct property tax, Harrison's plans to relocate and expand to the subject property and will relocate 23 workers to Wheeling with new employees added here in the future. Furthermore, the applicant projects that another five temporary construction jobs will be created during the rehabilitation and construction.

RESOLUTION 26 - _____

**RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6b
REAL ESTATE TAX ASSESSMENT CLASSIFICATION
FOR THE PROPERTY LOCATED AT 2281 SOUTH FOSTER AVENUE IN THE VILLAGE OF
WHEELING, ILLINOIS (2281 FOSTER, LLC)**

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

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

WHEREAS, 2281 Foster, LLC (the “Petitioner”) has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the “Village Board”) that such Class 6b Classification is necessary to encourage occupancy of the specific real estate identified below (the “Subject Property”); and

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

WHEREAS, the Petitioner intends to engage in substantial rehabilitation and will re-occupy the Subject Property for warehousing, production, distribution, headquarters and sales operations (the “Proposed Development”); and

WHEREAS, the Petitioner plans to invest over \$2,500,000 to purchase the Subject Property and upgrade the facility to support USDA-Certified meat processing, cold storage, and distribution, including upgrading the interior of the property (the “Proposed Improvements”); and

WHEREAS, the Village Board supports and consents to the filing of a Class 6b Classification application by the Petitioner, with the understanding that any occupant of the Subject Property must meet the Class 6b Classification qualifications; and

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

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

SECTION 1: ELIGIBILITY. The request of the Petitioner to have the Subject Property declared eligible for Class 6b Classification under the Ordinance, is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the occupancy of the Subject Property.

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

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

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

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

D. The total construction value for permits issued for the Proposed Improvements shall be no less than \$1,000,000.00.

E. The Proposed Development shall be completed by December 30, 2026. Upon completion of the Proposed Development, the Applicant will request that the Village inspect and approve the Proposed Improvements to confirm that the Proposed Development has been constructed in compliance with the plans approved by the Village.

SECTION 3: FINDINGS. The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor; with a copy of the Class 6b Classification application of the Petitioner, being attached hereto as Exhibit A and made a part hereof.

SECTION 4: APPROVAL. The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property, pursuant to the Ordinance; said Subject Property being described as follows:

LEGAL DESCRIPTION:

LOT 5 IN PALWAUKEE INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 03-23-407-005-0000

COMMON ADDRESS: 2281 S. Foster Avenue
Wheeling, Illinois 60090

SECTION 5: FILING. The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 2nd day of February 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

CLASS 6b APPLICATION



January 13, 2026

Kyle & Kevin Zimmerman
 Harrison's Poultry
 1201 Waukegan Rd.
 Glenview, IL 60025

RE: 2281 S Foster Avenue

Dear Kyle & Kevin,

2281 S. Foster is located within the I-3 Zoning District in The Village of Wheeling. The proposed use of this property as a "poultry processing and wholesale distribution facility" is permitted per the Village of Wheeling Zoning Code as a Light Manufacturing in the I-3 District. Additionally, Wholesale Operations are also permitted in the I-3 Zoning District. The relevant definitions of use in this District are as follows:

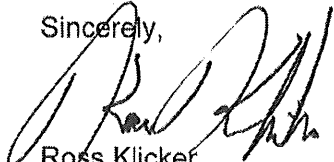
- **Manufacturing, Light.** "Light manufacturing" means an establishment engaged in the indoor manufacturing, assembly, fabrication, packaging or other industrial processing of finished parts or products, primarily from previously prepared materials, or the indoor provision of industrial services, where there are few external effects across property lines. This term includes, but is not limited to, a business engaged in the processing, fabrication, assembly, treatment or packaging of food, beverages, alcoholic beverages, textile, leather, wood, paper, chemical, plastic or metal products, but does not include basic industrial processing from raw materials.
- **Wholesale and Distribution Facility, Indoor.** "Indoor wholesale and distribution facility" means an establishment providing indoor storage and sale of factory-direct merchandise and bulk goods. This term includes, but is not limited to, mail-order and catalog sales, importing, wholesale or retail sale of goods received by the establishment, and wholesale distribution, but does not include sale of goods for individual consumption.

P = Permitted Use, S = Special Use Permit, Blank = Not Allowed				
	I-1 Light Industrial and Office District	I-2 Limited Industrial District	I-3 General Industrial District	I-4 Heavy Industrial District
Wholesale and distribution facility, indoor	P	P	P	P
Manufacturing, light	P	P	P	P

With this stated please note that the Village does not issue official zoning approvals. All zoning approvals must be obtained through the submission of a Business License application with the Community Development Department.

Should you have any questions regarding this letter please feel free to contact me.

Sincerely,



Ross Klicker
Director of Community Development



MEMORANDUM

DATE: February 2, 2026
FROM: Leonard Becker, Economic Development Director
SUBJECT: Resolution Awarding a Restaurant, Entertainment, and Retail Build-Out Grant to Wheeling Town Center Property II, LLC d/b/a Finn McCool's Irish Pub Wheeling for an Amount Not to Exceed \$225,000
DOLLAR AMOUNT: \$225,000
BUDGETED: Yes
BUDGET SOURCE: Town Center II TIF
RECOMMENDED ACTION: Approval
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

An application for a Wheeling Restaurant, Entertainment, and Retail Build-Out Assistance Grant (Program C) has been submitted by Wheeling Town Center Property II, LLC, doing business as Finn McCool's Irish Pub Wheeling, for the property located at 373 W. Dundee Road. The applicant is requesting \$225,000 to support the build-out of the interior and exterior necessary to operate and occupy the vacant commercial space.

MEMO

The 6,588-square-foot property at 373 W. Dundee Road was previously occupied by Mia's Cantina and the quick-serve ice cream shop Arctic Spoon. Both businesses served as sub-anchor tenants for Wheeling Town Center as constructed by developer Lynmark Properties. The businesses opened in August 2019 and soon thereafter faced challenges due to the COVID pandemic. While Arctic Spoon recovered somewhat after COVID restrictions were lifted (with limited hours), Mia's Cantina, which occupied the bulk of the property, closed in April 2025. The lease for Arctic Spoon expired in August 2025.

Village staff has worked with Lynmark Properties to solicit other restaurant operators to reoccupy this space. Ala Carte Entertainment (ACE), which owns and operates Moretti's in Wheeling Town Center, expressed interest in bringing another concept to Wheeling due to the success of Moretti's. The new concept would complement Moretti's by providing event and banquet space for the venue and bringing a new dining experience to Wheeling Town Center. A purchase-sale agreement between Lynmark and Ala Carte Entertainment was executed in June 2025, and the Village Board approved a Cook County Class 7a property tax classification for the new ACE concept.

Founded in 1970, ACE is a well-established hospitality company operated by the Hoffmann family. Headquartered in Chicagoland, the company owns and operates numerous restaurants, pubs, and event venues. At the subject site, ACE plans to open a second location of Finn McCool's Irish Pub, which will operate as a neighborhood gastropub offering high-quality food, craft cocktails, and private banquet space for up to 250 guests. Finn McCool's and Moretti's will operate synergistically to strengthen Wheeling Town Center as a regional dining and entertainment destination. Finn McCool's Wheeling location will be open for lunch, dinner, and late nights and have a wide selection of large flat-screen TVs, which will make it a premier destination to watch sporting events. Also included in the indoor and outdoor spaces will be private and semi-private dining areas, an area for live entertainment, and video gaming areas.

The following items have been deemed necessary for business operations as well as to provide the best guest experience per Finn McCool's high standards:

- A large island bar, designed for dining, social interaction, sports, and video viewing.
- New windows across the east and west walls, adding natural light and visibility throughout the building, creating an inviting al fresco indoor/outdoor atmosphere.
- All new permanent furnishings and finishes in the restaurant interior.

- A large covered patio on the west side of the building, facing the grand courtyard area.
- Numerous flexible and configurable event spaces to accommodate up to 250 guests.
- Expanded storage, office, and cooler space.
- New flooring and electrical systems.
- Large, lighted signage on three sides of the building, along with a monument sign at the entrance on Dundee Road.

The property is located within the Town Center-II TIF District, making it eligible for the Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program C, which applies to anchor restaurants. Since the applicant will generate food and beverage tax, will occupy at least 6,000 square feet of gross leasable area, will provide a full-service bar, and will have seating for over 150 guests, it qualifies for this program, which provides up to \$225,000 in assistance for eligible expenses or 50% of materials and 25% of labor, whichever is less. The proposed investment significantly exceeds the 50% match for materials alone, with costs over \$1.0 million. Therefore, the applicant qualifies for the full \$225,000.

RESOLUTION NO. 26-_____

RESOLUTION AWARDING A RESTAURANT, ENTERTAINMENT, AND RETAIL BUILD-OUT GRANT TO WHEELING TOWN CENTER PROPERTY II, LLC D/B/A FINN MCCOOL'S IRISH PUB WHEELING FOR AN AMOUNT NOT TO EXCEED \$225,000

WHEREAS, Wheeling Town Center Property II, LLC, doing business as Finn McCool's Irish Pub Wheeling (the "Applicant"), located at 373 W. Dundee Road, has submitted an application for a Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program C that would reimburse proposed improvements to the building's interior and exterior areas, including the build-out of a full-service restaurant, bar, banquet, and event space, with this build-out to include all elements to operate this 6,588-square-foot restaurant, a copy of said application being attached hereto as **Exhibit A**; and

WHEREAS, the Economic Development Department has reviewed the grant application and recommends that the Village Board award the applicant up to \$225,000 for the proposed improvements based on the Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program C, a budget and breakdown of costs being attached hereto as **Exhibit B**; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of the Economic Development Department regarding Wheeling Town Center Property II, LLC's application for the Wheeling Restaurant, Entertainment, and Retail Build-Out Grant;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Board hereby finds Wheeling Town Center Property II, LLC eligible for the Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program C and awards up to two hundred twenty-five thousand dollars and no cents (\$225,000.00) to Wheeling Town Center Property II, LLC for the purpose of rehabilitating the existing commercial property located at 373 W. Dundee Road, Wheeling, Illinois, in accordance with the Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Application attached hereto as Exhibit A, with the grant award subject to the terms of the Wheeling Retail, Entertainment, and Restaurant Build-Out Grant program as last amended by Resolution 2024-058.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 26-_____ be passed.

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

ADOPTED this 2nd day of February 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

Finn McCool's Irish Pub Wheeling Restaurant, Entertainment, and
Retail Build-Out Grant Application

Exhibit B

Construction Budget and Costs



ALA CARTE ENTERTAINMENT

CORPORATE OFFICES

2330 HAMMOND DR. SUITE G
SCHAUMBURG, IL 60173
TEL: (847) 303-4400 FAX: (847) 303-0112

BELLA NAPOLI WOODFIRED PIZZA

BELLAWOODFIRED.COM
1540 N. ROSELLE RD, SCHAUMBURG, IL 60195
(847) 519-7555

CHANDLER'S

CHANDLERSCHOPHOUSE.COM
401 N. ROSELLE RD, SCHAUMBURG, IL 60194
(847) 885-9009

DRINK

DRINKNIGHTCLUB.COM
871 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
(847) 397-3100

FAMOUS FREDDIE'S ROADHOUSE

FAMOUSFREDDIESROADHOUSE.COM
510 S. PARK AVE, FOX LAKE, IL 60020
(847) 587-9677

**FINN McCOOL'S
IRISH SPORTS PUB**

FINNMCCOOLSPUB.COM
1941 E. ALGONQUIN RD, SCHAUMBURG, IL 60173
(847) 303-5100

MORETTI'S

MORETTISRESTAURANTS.COM
TWELVE LOCATIONS

- 128 S. WOOL ST, **BARRINGTON**, IL 60010
(847) 469-1300
- 1175 W. LAKE ST, **BARTLETT**, IL 60103
(630) 837-4992
- 6500 S CENTRAL AVE, **BEDFORD PARK**, IL 60638
(773) 974-7774
- 6727 N. OLMSTED AVE, **EDISON PARK**, IL 60631
(773) 631-1223
- 2300 BUSHWOOD DR, **ELGIN**, IL 60124
(847) 303-4444
- 164 S. ROUTE 12, **FOX LAKE**, IL 60020
(847) 973-1800
- 2475 W. HIGGINS RD, **HOFFMAN ESTATES**, IL 60169
(847) 885-0400
- 220 N. RANDALL RD, **LAKE IN THE HILLS**, IL 60156
(847) 854-7220
- 6415 DEMPSTER ST, **MORTON GROVE**, IL 60053
(847) 469-1200
- 1799 S. BUSSE RD, **MOUNT PROSPECT**, IL 60056
(847) 593-2200
- 9519 W. HIGGINS RD, **ROSEMONT**, IL 60018
(847) 692-6600
- 193 WALDEN OFFICE SQUARE **SCHAUMBURG**, IL 60173
(847) 397-4200
- 365 W DUNDEE RD, **WHEELING**, IL 60090
(847) 780-1800

SNUGGERY RIVER ROADHOUSE

SNUGGERYMCHENRY.COM
801 N. RIVER RD, MCHENRY, IL 60050
(815) 578-9600

MORETTI'S UNIQUE EVENTS

MORETTISEVENTS.COM
2525 W. HIGGINS RD, HOFFMAN ESTATES, IL 60169
(847) 519-7575

Mark Hoffmann
Vice President and Principal
Ala Carte Entertainment Restaurant Group

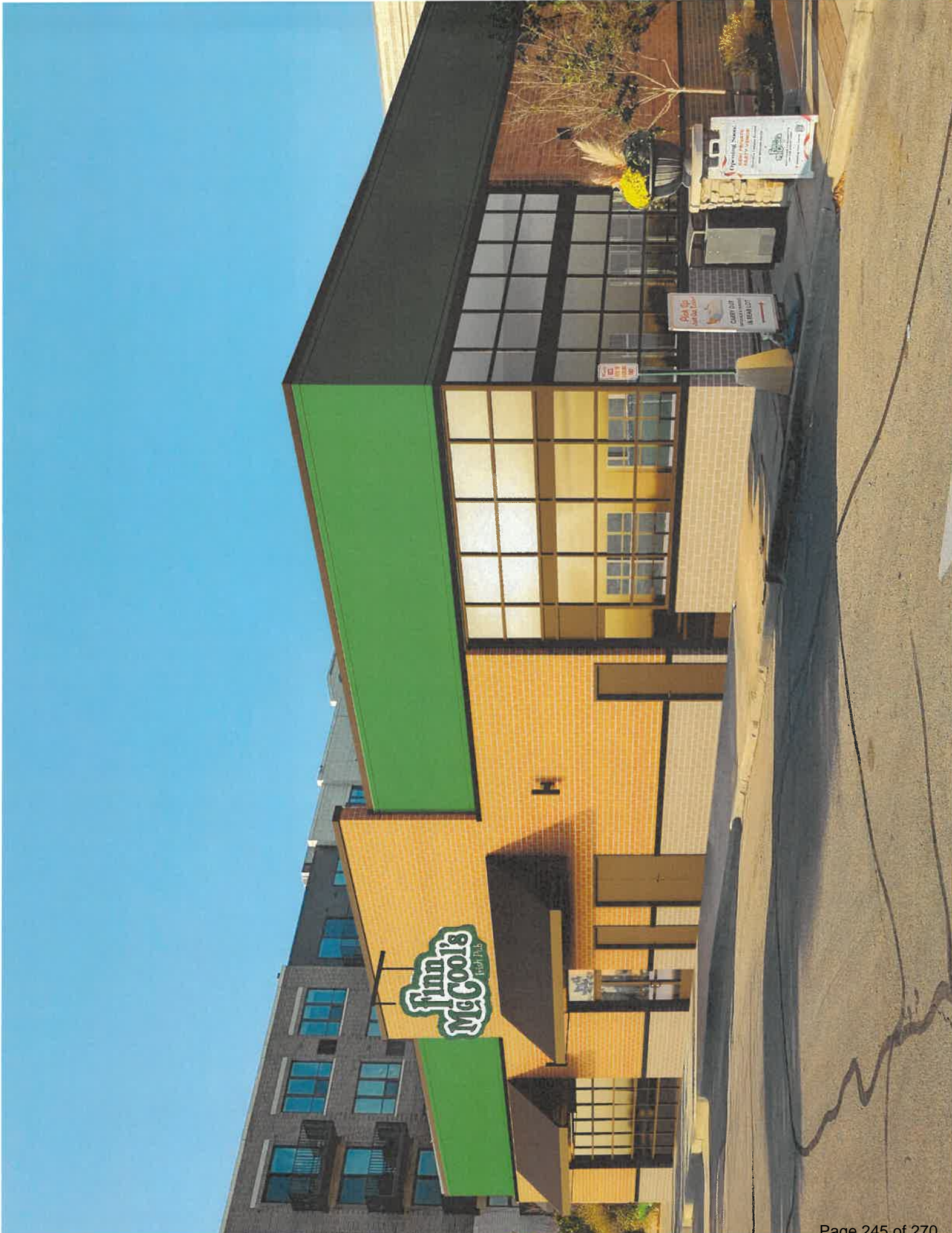
Hello!

Ala Carte Entertainment is requesting \$225,000 from Program C of the Wheeling Restaurant, Entertainment, and Retail build Out Grant for Finn McCool's Irish Pub, to be located at 373 W Dundee Road, in the Wheeling Town Center development. We are investing in excess of \$500,000 to renovate the space and hope to be open by the first week of March.

We appreciate the opportunity to open and operate another business in Wheeling and contribute to the success of the community!

Thank you for your consideration,

Mark Hoffmann, Proprietor
Representing the Hoffmann Family
Owners and Operators of Finn McCool's Irish Pub





**Wheeling Restaurant, Entertainment, and
Retail Build-Out Grant Program**

Program A - Sit-down Restaurant Grant

**Program B - Food and Beverage, Retail, and
Shopping Center Grant**

**Program C - Anchor Restaurant,
Entertainment Venue and Retail Grant**



Program A – Sit-Down Restaurant Grant

This portion of the grant application only applies to applicants who are existing or new sit-down restaurants that meet the definition found on page 3. All other applicants should consider Program B or C.

Introduction

The Village of Wheeling understands that there are costs incurred when constructing and opening a new restaurant or to assist with remodeling existing sit-down restaurants. To assist with such projects, **the Village awards reimbursable grants to sit-down restaurants located in existing buildings on properties within the Town Center II TIF District and the North Milwaukee Avenue TIF District boundaries**, providing reimbursement on approved costs. Specifically, this grant can reimburse up to 50% of eligible materials and fixtures and up to 25% of labor costs associated with eligible improvements. More details are provided below.

The maximum award amount for *Program A* \$150,000 for a new or existing sit-down restaurant operator to remodel an existing commercial space. For other eligible types of businesses covered, see *Program B* and *Program C*. The Village strongly encourages applicants to utilize the grant funding toward upgrading façade elevations, add outdoor seating and to help improve the overall aesthetics and functionality of restaurant buildings within the Village.

To receive the maximum \$150,000 reimbursement grant, the applicant must spend at least \$300,000 in eligible costs for the sit-down restaurant. (Please see the Grant Policies and Procedures sections below for specific definitions and conditions. The Village’s Economic Development Director (Grant administrator) shall review and make a recommendation regarding project awards. All grant applicants recommended for approval by the grant administrator will be forwarded for consideration and approval by the Village Board before the grant is awarded. Additionally, any applicant who is leasing a space shall come to the Village Board with their respective landlord or another property decision maker when presenting the grant at the assigned Village Board Meeting.

Program A Qualifications

The applicant must be a new or have an existing sit-down restaurant within the Town Center II or the North Milwaukee Avenue TIF Districts. (See Exhibit 1 - the attached map for the boundaries of these two TIF Districts) The sit-down restaurant space shall be at least 4,000 s.f. of Gross Leasable Space (GLA) in size and have at least 100 seats inside (not including any outdoor spaces or seating).. The applicant cannot relocate an existing business within 10 miles of the subject address to use this program per Illinois TIF laws. If the restaurant is or will be over 6,000 s.f. of GLA and over 125 seats (not inclusive of outdoor dining) then the applicant should consider and review the qualifications for *Program C*.

Eligible Improvements for Reimbursement

Please note that new ground up construction is not eligible for reimbursement per Illinois TIF Law. The chart below lists items that are eligible for reimbursement for *Program A*:

Eligible Items for Program A
Permanent kitchen infrastructure (no removable kitchen equipment will be eligible)
Permanent fixtures related to bar and prep spaces
Permanent walk-in cooler
Permanent seating fixtures (such as booths and tables mounted to the floor)
Permanent interior plumbing
Permanent interior electrical
Permanent interior HVAC equipment
Fire suppression systems
Permanent flooring materials
Bathrooms including ADA compliance modifications
Grease-traps
Exterior façade elements, including signage, awnings, and street-facing elevation materials (which are building elevations parallel to a public or private roadway). Roofing materials and roof-mounted equipment is not eligible. –
Permanent improvements to outside seating areas including concrete patios designated for outside seating, railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
New parking lot lighting, permanent landscaping bed improvements, and new parking lot installation
Any other interior building improvement that is deemed permanent by the grant administrator

Grant Policies

Eligible spaces that may receive the grant under *Program A*:

- Sit Down Restaurants shall only receive one grant award over the life of the program. No exceptions shall be granted. For the purpose of this grant program, a sit-down restaurant shall be defined as a for-profit establishment that serves food and beverage items to customers, the subject space must be at least 4,000 square feet (GLA) in size and contain at least 100 seats inside (not including any outdoor spaces) for dining patrons. Additionally, the subject space must be in an existing building within the two TIF Districts. All other food-and-beverage-based businesses that do not meet this definition may be eligible for consideration under *Program B*.
- Applicants must spend at least \$10,000 in eligible costs to participate in this grant program. The minimum grant awarded through this program will be \$5,000.
- The Village of Wheeling will only reimburse for the materials and permanent fixtures associated with the eligible improvements. Additionally, 25% of the labor associated with the eligible improvements can be reimbursed through this grant program.
- This grant program cannot be used to address municipal code violations for existing businesses or properties. However, the funds from this grant program can be utilized to voluntarily modernize a building/property and bring an existing business/property up to modern building standards. If a property owner applies for this grant program and there are open local municipal code violations (“Code Violations”) either at time of applying for a grant or prior to releasing payment for a grant, and the Village has provided

written notice to the property owner of said Code Violations, then the Village reserves the right to hold off on reviewing the grant application or withholding payment of a previously approved grant until all municipal code violations have been addressed to the satisfaction of the Village.

- As part of the grant submittals, the applicant shall provide evidence of the following:
 - o The eligible business owner must have either a signed or contingent lease for a minimum of a five-year period or owns the subject property. (Proof of a lease or property ownership is required.
 - o If applying for any grant amount above \$100,000, then the applicant shall provide proof that he/she has owned and operated at least one sit-down restaurant for a minimum period of five years. The proof shall be in a form approved by the grant administrator and include copies of previous business licenses, a copy of a lease, or copies of business incorporation documents that include the applicant's name.
 - o The applicant must also provide a written statement in the Project Narrative that a decision maker for the proposed business location will be stationed at the subject address on a full-time basis (40+ Hours per week). (See Step 2 under the Grant Application Steps and Submittal Requirements for more details). The professional background of the decision maker shall be provided in the business plan. (Details are also found in the Grant Application Submittal Requirements and Procedures section).
- Applicants who have been approved by the Village Board shall complete the entire build-out and open the business within 12 months of the date of the Village Board resolution approving the grant
- All grant awards are subject to available funding. The Village Board reserves the right to discontinue this program at any time for any reason.
- Grant approval by the Village Board does not constitute approval to start work. All work must receive all applicable permits and any other approvals. Any work done without proper approvals by the Village, or any other applicable entity may result in the termination of any approved grant.
- The Economic Development Director reserves the right and option to not approve or recommend a grant request to the Village Board after vetting each applicant and application. The Economic Development Director also reserves the right and option to amend the requested grant amount based on the review of the application, anticipation of grant applications, and available funding.
- Note that any work conducted by the applicant is **not** eligible for reimbursement. The installation of the eligible permanent improvements must be performed by hired professionals who are not related to the applicant or the building owner, either through familial relationships or from any other business partnership.
- This grant will not cover any expenses incurred prior to applying for and receiving a letter or resolution approving the grant request.
- No reimbursement will be issued until all steps have been satisfied by the applicant (see below).

Grant Application Steps & Submittal Requirements

Any applicant interested in applying for the Grant Program **must** complete all steps listed below:

Step 1 – Pre-Application Meeting

Any prospective applicant must meet with the Economic Development Director to go over the application, the process, and general items. Prospective applicants must also thoroughly read all portions of the grant application to ensure that all conditions will be satisfied. The applicant is strongly encouraged to bring the project architect and/or general contractor to the pre-application meeting, since the application submittals require base drawings for the proposed improvements and a contractor quote for the estimated project costs. No application will be accepted until a pre-application meeting with the Economic Development Director has taken place. The Economic Development Director reserves the right to include staff members from other departments to help address zoning and permitting processes during this meeting.

Step 2 – Submit the Application

Submit your fully completed application to the Economic Development Director (second floor of Wheeling Village Hall).

A fully completed application shall include the following items:

- Application form filled out (attached)
- Project Narrative describing the business, the concept, and the proposed scope of work. A copy of a signed lease shall be provided. The name and entity on the lease shall match the name on the application page.
 - If the applicant owns the subject property as well as the subject business, then a copy of a deed or title showing proof that the applicant is the building owner and business owner shall be provided.
- Detailed floor plans showing the proposed scope of work to build out the proposed business.
- A detailed cost estimate broken down to separately show the permanent interior and exterior improvements, which must match the scope of work shown in the submitted floor plans. The cost estimate must come from a general contractor not related to the business applicant or the property owner (either through familial relationships or from any other joint-venture partnership). The cost estimate should separate out the cost of labor, as this grant will only reimburse 25% of labor associated with eligible installation.
- A detailed business plan that must include the following:
 - An executive summary
 - Background on the business concept and offerings
 - Background on the key decision-makers who will be based at the prospective business location. (This should include their years in the industry, any certifications or licenses that they hold, and any specialized training received in their career)
 - An organizational chart
 - Marketing strategy and marketing plan details
 - A detailed list of the offerings based out of the proposed business (provide a menu and/or a list of products sold)
 - Projected sales, profits, and losses for a minimum of five years
- A consent form to conduct a background check on the applicant and have the Economic Development Director review financial information related to the proposed project (attached).
- Proof of owning or operating a restaurant for at least five years.

The Village highly recommends that the applicant apply for any special approvals and/or building permits immediately after submitting the application to assist with the entitlement and permit review timeline. The decision for this grant application may be withheld if an Appearance Review Application is required for exterior changes. A decision on the grant application will occur once an Appearance Review Application is approved by Village Board and may be done so simultaneously.

Step 3 – Staff Review and Formal Approval

The Economic Development Director will review the application for completion, and may request additional

documentation. During this step, the Village will conduct a background check on the applicant(s) and review all requested financial information. The review of the financial information can occur in person with the applicant. After all submitted items have been reviewed and determined to be satisfactory, in the discretion of the Economic Development Director, the Director will provide an approval letter and date when the grant request will be reviewed by the Village Board. If the Village Board approves the request, the Board will pass a resolution to that effect which will be provided with the approval letter.

Step 4 – Build Out the Space, Open to the Public, and Submit for Reimbursement

After the applicant receives the approval letter from the Economic Development Director and the Village Board resolution approving the grant request, the applicant has 12 months from the date of the approval letter/resolution to complete the following:

- Complete the construction buildout.
- Close out all permits by passing all final inspections.
- Finish paying all vendors and contractors.
- Obtain a Certificate of Occupancy and open to the public.

Once Step 4 has been completed, the applicant can submit the documentation for reimbursement to the Economic Development Director. The documentation needed for consideration of the reimbursement includes:

- All receipts and paid-in-full invoices covering eligible expenses (copy or original)
- A notarized Final Waiver(s) of Lien (completed by contractor and all subcontractors)
- A completed IRS W-9 form
- An executed reimbursement agreement
- Setting up new vendor process with the Village's Finance Department

Prior to submitting the reimbursement request, the Economic Development Director will review all submitted documentation and confirm that all permits have been closed out, that no litigation is pending or active, and that no liens are recorded against the property. Note, if the final expenditures come in under the initial cost estimates provided for the grant application, then the reimbursement amount issued under the grant will be less than the amount that was approved by the Village Board. If all reimbursement documentation is in order, the reimbursement request will be included on the next Village Board warrant register.

Allowed Exceptions to Program A

If the applicant finds that the project cannot be completed within 12-months, then the applicant can request an exception to this timeframe to extend it for an additional six months. This request shall be submitted in writing and presented to the Village Board for consideration and approval no later than the first day of the 12th month following the date of the resolution or letter approving the grant. The applicant may request additional funding up to the maximum funding of \$150,000 allowed under *Program A* if special circumstances exist. For consideration under special circumstances, the applicant will need to provide written documentation detailing the compelling reason for the request and provide justification that "but for" the additional funding, the project would not be feasible to move forward. If the Economic Development Director determines and recommends additional funding is necessary, then that financial consideration will be up to the Board for final approval. Under no circumstances may the applicant receive any additional funding once a resolution or grant approval has been given by the Board. All other

policies identified in *Program A* cannot be waived or amended. If there is uncertainty with the application, then the Economic Development Director will review the inquiry and report suggested edits, additions, or omissions to the Village Board for consideration and approval. Any edits approved by the Village Board will be promptly made to the Application.



Program B –Wheeling Food and Beverage, Retail and Shopping Center Grant

This portion of the grant application only applies to applicants who are new or existing restaurants not applicable to Program A, as well as new and existing retailers, tenants, and shopping center owners.

Introduction

The Village of Wheeling understands that costs are incurred when constructing and opening a new restaurant or retail space or when updating a shopping center. To assist with such projects, the **Village awards grants for those properties and businesses located within the Town Center II and North Milwaukee Avenue TIF District boundaries.** Program B can reimburse up to 50% of eligible materials and fixtures, and up to 25% of labor costs associated with the improvements. The maximum award amount for Program B is \$50,000. To receive the maximum \$50,000 reimbursement, the applicant must spend at least \$100,000 in eligible costs. Please see the Grant Policies and Procedures sections below for specific definitions and conditions.

The Village’s Economic Development Director (Grant Administrator) shall review and make recommendations regarding project awards. All grant applicants recommended for approval by the Grant Administrator will be forwarded for consideration and approval by the Village Board for grant approval. Additionally, any applicant who is leasing a space shall come to the Village Board with their respective landlord or another property decision maker when presenting the grant at the assigned Village Board Meeting.

Program B Qualifications

The applicant must propose a new or have an existing food, beverage, or retail business, or be an existing commercial shopping center within the Town Center II or North Milwaukee Avenue TIF Districts. (See Exhibit 1 – the attached map for the boundaries of these two TIF Districts). The applicant cannot be relocating an existing business within 10 miles of the subject address to use this program per Illinois TIF laws.

Eligible Improvements for Reimbursement

Please note that new ground up construction is not eligible for reimbursement per Illinois TIF Law. The chart below lists items that are eligible for reimbursement under Program B:

Eligible Items Under <i>Program B</i>
Permanent kitchen infrastructure (no removable kitchen equipment will be eligible)
Permanent fixtures related to bar and prep spaces
Permanent walk-in cooler
Permanent seating fixtures (such as booths and tables mounted to the floor)
Permanent interior plumbing
Permanent interior electrical
Permanent interior HVAC equipment
Fire suppression and alarm systems
Bathrooms including ADA compliance modifications
Permanent flooring
Permanent store fixtures such as countertops, retail shelving and changing rooms
Grease trap improvements
Exterior façade elements, including signage, awnings, and street-facing elevation materials (which are building elevations that are parallel to a public or private roadway). Roofing materials and roof-mounted equipment is not eligible.
Permanent improvements to outside seating areas including concrete patios designated for outside seating, railings/fencing surrounding outside seating areas and permanent outside seating fixtures
New parking lot lighting, permanent landscaping bed improvements and new parking lot installation
Any other interior building improvement that is deemed permanent by the grant administrator

Grant Policies

Eligible projects that may receive the Grant under *Program B*:

- Shopping centers may only apply for one grant award for the life of the program. No exceptions shall be granted. For this grant program, a shopping center shall be defined as “a building or buildings under common ownership that contains at least two commercial spaces and that includes at least one retail or restaurant operation as a tenant.” The maximum grant amount for a shopping center is \$50,000.
- Retail businesses that apply for this grant program shall have at least 50% of the entire floor area dedicated to the sale of goods at the subject address, be open to the public, and must also fall under the Wheeling zoning ordinance as permitted or special use for retail. Any applicant that cannot meet the 50% retail floor area requirement will **not** be eligible for the grant.
- For this grant, any food and beverage business that does not meet the definition of a sit-down restaurant as identified under *Program A* or *Program C* shall be defined as a non-sit-down restaurant, and the maximum reimbursement allowed from this grant is \$50,000. Any applicant applying for this grant as a food and beverage use must be open to the public including pickup or delivery options (e.g. catering only businesses will not qualify).
- In instances when a property owner applies for a grant to improve a shopping center, the eligible individual tenants may also submit their own respective grant requests subject to the policies and procedures defined in this document.
- Applicants must invest at least \$10,000 in eligible costs to participate in this grant program. The minimum

grant awarded through this program is \$5,000.

- The Village of Wheeling will only reimburse for up to 50% of the cost of materials and permanent fixtures associated with the eligible improvements. Additionally, 25% of the labor associated with the eligible improvements can be reimbursed through this grant program.
- This grant program cannot be used to address municipal code violations for existing businesses or properties. However, the funds from this grant program can be utilized to voluntarily modernize a building/property and bring an existing business/property up to modern building standards. If a property owner applies for this grant program and there are open local municipal code violations (“Code Violations”) either at time of applying for a grant or prior to releasing payment for a grant, and the Village has provided written notice to the property owner of said Code Violations, then the Village reserves the right to hold off on reviewing the grant application or withholding payment of a previously approved grant until all municipal code violations have been addressed to the satisfaction of the Village.
- As part of the grant submittals, the applicant shall provide evidence of the following:
 - o The eligible business owner must have either a signed a contingent lease for a minimum of a five-year period or own the subject property. (Proof of a lease or property ownership is required).
- Applicants who have been approved by the Village Board shall complete the entire build-out and open the business within 12 months of the date of the Village Board resolution approving the grant.
- All grant awards are subject to available funding. The Village Board reserves the right to discontinue this program at any time for any reason.
- Grant approval by the Village Board does not constitute approval to start work. All work must receive all applicable permits and any other approvals. Any work being done without proper approvals by the Village, or any other applicable entity may result in the termination of any approved grant.
- The Economic Development Director reserves the right and option to not approve or recommend a grant request to the Village Board after vetting each applicant and application. The Economic Development Director also reserves the right and option to amend the requested grant amount based on review of the application, anticipation of grant applications, and available funding.
- Note that any work conducted by the applicant is **not** eligible for reimbursement. The installation of the eligible permanent improvements must be performed by hired professionals who are not related to the applicant or the building owner, either through familial relationships or from any other business partnership.
- This grant will not cover any expenses incurred prior to applying for and receiving an approval letter or resolution approving the grant request.
- No reimbursement will be issued until all steps have been satisfied by the applicant (see below).

Grant Application Steps & Submittal Requirements

Any applicant that is interested in applying for the Grant Program must complete all steps listed below:

Step 1 – Pre-Application Meeting

Any prospective applicant must meet with the Economic Development Director to go over the application, the process, and general items. Prospective applicants must also thoroughly read all portions of the grant application to ensure that all conditions will be satisfied. The applicant is strongly encouraged to bring the project architect and/or general contractor to the pre-application meeting, since the application submittals require base drawings for the proposed improvements and a contractor quote for the estimated project costs. No application will be accepted until a pre-application meeting with the Economic Development Director has taken place. The Economic Development Director reserves the right to include staff members from other departments to help address zoning and permitting processes during this meeting.

Step 2 – Submit the Application

Submit your fully completed application to the Economic Development Director (second floor of Wheeling Village Hall).

A fully completed application shall include the following items:

- Application form filled out (attached)
- Project Narrative describing the business, the concept, and the proposed scope of work.
- A copy of a signed lease shall be provided. The name and entity on the lease shall match the name on the application page.
 - If the applicant owns the subject property as well as the subject business, then a copy of a deed or title showing proof that the applicant is the building owner and business owner shall be provided.
- Detailed floor plans showing the proposed scope of work to build out the proposed business.
- A detailed cost estimate broken down to separately show the permanent interior and exterior improvements which must match the scope of work shown in the submitted floor plans. The cost estimate must come from a general contractor not related to the business applicant or the property owner (either through familial relationships or from any other joint-venture partnership). The cost estimate should separate out the cost of labor, as this grant will only reimburse 25% of labor associated with eligible installation.
- A detailed business plan that must include the following:
 - An executive summary
 - Background on the business concept and offerings
 - Background on the key decision-makers who will be based at the prospective business location. (This should include their years in the industry, any certifications, or licenses that they hold, and any specialized training received in their career).
 - An organizational chart
 - Marketing strategy and marketing plan details
 - A detailed list of the offerings based out of the proposed business (provide a menu and/or a list of products sold)
 - Projected sales, profits, and losses for a minimum of five years
- A consent form to conduct a background check on the applicant and have the Economic Development Director review financial information related to the proposed project (attached).
- Proof of owning or operating a restaurant for at least five years.

The Village highly recommends that the applicant apply for any special approvals and/or building permits immediately after submitting the application to assist with the entitlement and permit review timeline. The decision for this grant application may be withheld if an Appearance Review Application is required for exterior changes. A decision on the grant application will occur once an Appearance Review Application is approved by Village Board and may be done so simultaneously.

Step 3 – Staff Review and Formal Approval

The Economic Development Director will review the application for completion and may request additional documentation. During this step, the Village may conduct a background check on the applicant(s) and review all requested financial information. The review of the financial information can occur in person with the applicant. After the submitted items have been reviewed and determined to be satisfactory in the discretion of the Economic Development Director, the Director will provide an approval letter and date when the grant request will be reviewed by the Village Board. If the Village Board approves the request, the Board will pass a resolution to that effect which will be provided with the approval letter.

Step 4 – Build Out the Space, Open to the Public and Submit for Reimbursement

After the applicant receives the approval letter from the Economic Development Director and the Village Board resolution approving the grant request, the applicant has 12 months from the date of the approval letter/resolution to complete the following:

- Complete the construction buildout.
- Close out all permits by passing all final inspections.
- Finish paying all vendors and contractors.
- Obtain a Certificate of Occupancy and open to the public.

Once Step 4 has been completed, the applicant can submit the documentation for reimbursement to the Economic Development Director. The documentation needed for consideration of the reimbursement includes:

- All receipts and paid-in-full invoices covering eligible expenses (copy or original)
- A notarized Final Waiver(s) of Lien (completed by contractor and all subcontractors)
- A completed IRS W-9 form.
- An executed reimbursement agreement
- Setting up new vendor process with the Village’s Finance Department

Prior to submitting the reimbursement request, the Economic Development Director will review all submitted documentation and confirm that all permits have been closed out, that no litigation is pending or active, and that no liens are recorded against the property. Note, if the final expenditures come in under the initial cost estimates provided for the grant application, then the reimbursement amount issued under the grant will be less than the amount that was approved by the Village Board. If all reimbursement documentation is in order, the reimbursement request will be included on the next Village Board warrant register.

Allowed Exceptions to Program B

If the applicant finds that the project cannot be completed within the 12 months, then the applicant can request an exception to extend it for an additional six months. This request shall be submitted in writing and presented to the Village Board for consideration and approval no later than the first day of the 12th month following the date of the resolution or letter approving the grant. The applicant may request additional funding up to the maximum allowed under *Program B* under special circumstances. For consideration under special circumstances, the applicant will need to provide written documentation detailing the compelling reason for the request and provide justification that “but for” the additional funding, the project would not be feasible to move forward. If the Economic Development Director determines and recommends additional funding is necessary, that financial consideration will be up to the Board for final approval. Under no circumstances may the applicant receive any additional funding once a resolution or grant approval has been given by the Board. All other policies identified in Program A cannot be waived or amended. If there is uncertainty with the application, then the Economic Development Director will review the inquiry and report suggested edits, additions, or omissions to the Village Board for consideration and approval. Any edits approved by the Village Board will be promptly made to the Application.



Program C – Anchor Restaurant, Entertainment Venue, and Retail Grant

This portion of the grant application only applies to applicants who are existing or new Anchor Restaurants, Entertainment Venues and Retailer businesses as defined below. All other applicants shall consider Program A or Program B as applicable.

Introduction

The Village of Wheeling understands that there are costs incurred when constructing and opening new or renovating existing anchor restaurants, entertainment complexes, or retail establishments. To assist with such projects, ***the Village awards reimbursable grants to these establishments located or planning to locate in existing buildings or properties within the Town Center II TIF District and the North Milwaukee Avenue TIF District boundaries***, providing reimbursement on approved costs. Specifically, this grant can reimburse up to 50% of eligible materials and fixtures and up to 25% of labor costs associated with eligible improvements. More details are provided below.

The maximum award amount under *Program C* is \$225,000. The Village strongly encourages applicants to utilize the grant funding toward upgrading the façade elevations, add or improve gathering spaces, projects that help increase sales and attendance by improving the aesthetics and functionality of these properties within the Village.

To receive the maximum \$225,000 reimbursement grant, the applicant must spend at least \$450,000 in eligible costs. (Please see the Grant Policies and Procedures sections below for specific definitions and conditions). The Village's Economic Development Director (Grant Administrator) shall review and make the recommendations regarding project awards. All grant applicants recommended for approval by the Grant Administrator will be forwarded for consideration and approval by the Village Board before the grant is awarded. Additionally, any applicant who is leasing a space shall come to the Village Board with their respective landlord or another property decision maker when presenting the grant at the assigned Village Board Meeting.

Program C Qualifications

The applicant must be a new or existing Anchor Restaurant, Entertainment Complex, or Retailer within the Town Center II or the North Milwaukee Avenue TIF Districts. (See Exhibit 1 - the attached map for the boundaries of these two TIF Districts). The applicant cannot relocate an existing business within 10 miles of the subject address to use this program per Illinois TIF laws.

To qualify under *Program C*, the following parameters must be met and defined by the following uses:

Anchor Restaurants: Existing or new sit-down, full-service establishments at least 6,000 s.f. of gross leasable area (GLA) with a minimum of 150 seats (including restaurant, bar, and entertainment spaces). Anchor restaurants must include a full-service bar area (with applicable liquor license) and may include gaming machines (with applicable approvals) as well as entertainment and event spaces. The Economic Development

Director will give initial non-binding guidance and clarification to the applicant prior to formal application submittal. Outdoor spaces are encouraged, but not calculated per the GLA. A capital investment of at least \$450,000 is required. These Venues must be open to the public.

Entertainment Venues: Existing or new buildings that encompass at least 15,000 s.f. of GLA and have the minimum capacity to host at least 200 guests. These venues must include a restaurant (full-service or limited service) as well as a full-service bar, which combined occupy at least 15% of the GLA. Entertainment Venues may include gaming machines (with applicable approvals). In addition to providing food and bar service, Entertainment Venues can include any combination of the following uses (must be subject to all state and local Amusement Tax as well as applicable to sales / food or beverage taxes): movie theatres; experiential activities (e.g. axe throwing, e-sports, virtual reality / golf, escape rooms, thematic activations, bowling, shuffleboard, pickleball, tennis, etc.). The Economic Development Director will give initial non-binding guidance and clarification to the applicant prior to formal application submittal. Outdoor spaces are encouraged, but not calculated per the GLA. A capital investment of at least \$450,000 is required. These Venues must be open to the public.

Anchor Retail: Existing or new buildings that encompass at least 20,000 s.f. of GLA for the sale of tangible goods that are subject to all State and local sales taxes. The sale of these goods must occupy 85% of the GLA. The Economic Development Director will give initial non-binding guidance and clarification to the applicant prior to formal application submittal. Outdoor spaces are encouraged, but not calculated per the GLA. A capital investment of at least \$450,000 is required. These Venues must be open to the public.

Eligible Improvements for Reimbursement

The chart below lists items that are eligible for reimbursement for this specific program (*Program C*):

Eligible Items for <i>Program C</i>
Permanent kitchen infrastructure (no removable kitchen equipment will be eligible)
Permanent fixtures related to bar and prep spaces
Permanent walk-in cooler
Permanent seating fixtures (such as booths and tables mounted to the floor)
Permanent interior plumbing
Permanent interior electrical
Permanent interior HVAC equipment
Fire suppression systems
Permanent flooring materials
Bathrooms including ADA compliance modifications
Grease-traps
Exterior façade elements, including signage, awnings, and street-facing elevation materials (which are building elevations that are parallel to a public or private roadway).
Permanent improvements to outside seating areas including concrete patios designated for outside seating, railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
New parking lot lighting, permanent landscaping bed improvements, and new parking lot installation
Any other interior building improvement that is deemed permanent by the grant administrator

Grant Policies

- Eligible recipients of the Grant shall only receive one award over the life of the program. No exceptions shall be granted.
- Applicants must spend at least \$450,000 in eligible costs to participate in this grant program.
- The Village of Wheeling will only reimburse for up to 50% of the materials and permanent fixtures associated with the eligible improvements. Additionally, 25% of the labor associated with the eligible improvements can be reimbursed through this grant.
- This grant program cannot be used to address municipal code violations for existing businesses or properties. However, the funds from this grant program can be utilized to voluntarily modernize a building/property and bring an existing business/property up to modern building standards. If a property owner applies for this grant program and there are open local municipal code violations (“Code Violations”) either at time of applying for a grant or prior to releasing payment for a grant, and the Village has provided written notice to the property owner of said Code Violations, then the Village reserves the right to hold off on reviewing the grant application or withholding payment of a previously approved grant until all municipal code violations have been addressed to the satisfaction of the Village.
- As part of the grant submittals, the applicant shall provide evidence of the following:
 - o The eligible business owner must have either a signed or contingent lease for a minimum of a five-year period or own the subject property. (Proof of a lease or property ownership is required).
 - o If applying for any grant under *Program C*, the applicant shall provide proof that they have owned and operated one of the approved uses for a minimum period of five years. The proof shall be in a

form approved by the grant administrator. Examples of proof include copies of previous business licenses, a copy of a lease or copies of business incorporation documents that include the applicant's name.

- The applicant must also provide a written statement in the Project Narrative that a decision maker for the proposed business location will be stationed at the subject address on a full-time basis (40+ hours per week). (See Step 2 under the Grant Application Steps and Submittal Requirements for more details). The professional background of the decision maker shall be provided in the business plan. (Details are also found in the Grant Application Submittal Requirements and Procedures section).
- Applicants who have been approved by the Village Board shall complete the entire build-out and open the business within 12 months of the date of the Village Board resolution approving the grant.
- All grant awards are subject to available funding. The Village Board reserves the right to discontinue this program at any time for any reason.
- Grant approval by the Village Board does not constitute approval to start work. All work must receive all applicable permits and any other approvals. Any work being done without proper approvals by the Village, or any other applicable entity may result in the termination of any approved grant.
- The Economic Development Director reserves the right and option to not approve or recommend a grant request to the Village Board after vetting each applicant and application. The Economic Development Director also reserves the right and option to amend the requested grant amount based on review of the application, anticipation of grant applications, and available funding.
- Note that any work conducted by the applicant is **not** eligible for reimbursement. The installation of the eligible permanent improvements must be performed by hired professionals who are not related to the applicant or the building owner, either through familial relationships or from any other business partnership.
- This grant will not cover any expenses incurred prior to applying for and receiving an approval letter or resolution approving the grant request.
- No reimbursement will be issued until all steps have been satisfied by the applicant (see below).

Grant Application Steps & Submittal Requirements

Any applicant interested in applying for the Grant Program **must** complete all steps listed below:

Step 1 – Pre-Application Meeting

Any prospective applicant must meet with the Economic Development Director to go over the application, the process, and general items. Prospective applicants must also thoroughly read all portions of the grant application to ensure that all conditions will be satisfied. The applicant is strongly encouraged to bring the project architect and/or general contractor to the pre-application meeting, since the application submittals require base drawings for the proposed improvements and a contractor quote for the estimated

project costs. No application will be accepted until a pre-application meeting with the Economic Development Director has taken place. The Economic Development Director reserves the right to include staff members from other departments to help address zoning and permitting processes during this meeting.

Step 2 – Submit the Application

Submit your fully completed application to the Economic Development Director (second floor of Wheeling Village Hall).

A fully completed application shall include the following items:

- Application form filled out (attached)
- Project Narrative describing the business, the concept, and the proposed scope of work. A copy of a signed lease shall be provided. The name and entity on the lease shall match the name on the application page.
 - If the applicant owns the subject property as well as the subject business, then a copy of a deed or title showing proof that the applicant is the building owner and business owner shall be provided.
- Detailed floor plans showing the proposed scope of work to build out the proposed business.
- A detailed cost estimate broken down to separately show the permanent interior and exterior improvements must match the scope of work shown in the submitted floor plans. The cost estimate must come from a general contractor not related to the business applicant or the property owner (either through familial relationships or from any other joint-venture partnership). The cost estimate should separate out the cost of labor as this grant will only reimburse 25% of labor associated with eligible installation.
- A detailed business plan that must include the following:
 - An executive summary
 - Background on the business concept and offerings
 - Background on the key decision-makers who will be based at the prospective business location. (This should include their years in the industry, any certifications, or licenses that they hold, and any specialized training received in their career)
 - An organizational chart
 - Marketing strategy and marketing plan details
 - A detailed list of the offerings based out of the proposed business (provide a menu and/or a list of products sold)
 - Projected sales, profits, and losses for a minimum of five years
- A consent form to conduct a background check on the applicant and have the Economic Development Director review financial information related to the proposed project (Attached).
- Proof of owning or operating a restaurant for at least five years.

The Village highly recommends that the applicant apply for any special approvals and/or building permits immediately after submitting the application to assist with the entitlement and permit review timeline. The decision for this grant application may be withheld if an Appearance Review Application is required for exterior changes. A decision on the grant application will occur once an Appearance Review Application is approved by Village Board and may be done so simultaneously.

Step 3 – Staff Review and Formal Approval

The Economic Development Director will review the application for completion and may request additional documentation. During this step, the Village will conduct a background check on the applicant(s) and review all requested financial information. The review of the financial information can occur in person with the applicant. After all submitted items have been reviewed and determined to be satisfactory in the discretion of the Economic Development Director, the Director will provide an approval letter and date when the grant request will be reviewed by the Village Board. If the Village Board approves the request, the Board will pass a resolution to that effect which will be provided with the approval letter.

Step 4 – Build Out the Space, Open to the Public, and Submit for Reimbursement

After the applicant receives the approval letter from the Economic Development Director and the Village Board resolution approving the grant request, the applicant has 12 months from the date of the approval letter/resolution to complete the following:

- Complete the construction buildout.
- Close out all permits by passing all final inspections.
- Finish paying all vendors and contractors.
- Obtain a Certificate of Occupancy and open to the public.

Once Step 4 has been completed, the applicant can submit the documentation for reimbursement to the Economic Development Director. The documentation needed for consideration of the reimbursement includes:

- All receipts and paid-in-full invoices covering eligible expenses (copy or original)
- A notarized Final Waiver(s) of Lien (completed by contractor and all subcontractors)
- A completed IRS W-9 form
- An executed reimbursement agreement
- Setting up new vendor process with the Village Finance Department

Prior to submitting the reimbursement request, the Economic Development Director will review all submitted documentation and confirm that all permits have been closed out, that no litigation is pending or active, and that no liens are recorded against the property. Note, if the final expenditures come in under the initial cost estimates provided for the grant application, then the reimbursement amount issued under the grant will be less than the amount that was approved by the Village Board. If all reimbursement documentation is in order, the reimbursement request will be included on the next Village Board warrant register.

Allowed Exceptions to Program C

If the applicant finds that the project cannot be completed within the 12 months, then the applicant can request an exception to extend it for an additional six months. This request shall be submitted in writing and presented to the Village Board for consideration and approval no later than the first day of the 12th month following the date of the resolution or letter approving the grant. The applicant may request additional funding up to the maximum allowed under *Program C*, under special circumstances. For consideration under special circumstances, the applicant will need to provide written documentation detailing the compelling reason for the request and provide justification that “but for” the additional funding, the project would not be feasible to move forward. If the Economic Development Director determines and recommends additional funding is necessary, then that financial

consideration will be up to the Board for final approval. Under no circumstances may the applicant receive any additional funding once a resolution or grant approval has been given by the Board. All other policies identified in *Program C* cannot be waived or amended. If there is uncertainty with the application, then the Economic Development Director will review the inquiry and report suggested edits, additions, or omissions to the Village Board for consideration and approval. Any edits approved by the Village Board will be promptly made to the Application.



Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program
APPLICATION PAGE

To determine eligibility of your project for the grant program, please provide the following information.

Name of Applicant: Mark Hoffmann
Applicant Address: 2330 Hammond DR Schaumburg IL 60173
Telephone Number: 847 456-6169

Property Address for Proposed Improvements:
373 W. Dundee RD. Wheeling IL 60090

Description of Proposed Improvements (please attach narrative)

Estimated cost of improvements: \$600,000 / plus

Estimated cost of qualifying labor: _____

Please be sure all application items are attached as identified in Step 2 for your applicable Program (A, B, or C)

Applicant Signature: Mark Hoffmann Date: 1/19/26

(To be completed by Village)

Eligible [] Not Eligible []

Town Center II TIF [] North Milwaukee TIF []

Grant Amount: _____

By: _____

Date: _____



Wheeling Restaurant, Entertainment, and Retail Build-Out Grant Program

CONSENT AND ACKNOWLEDGEMENT FORM

I, Mark Hoffmann acknowledge that the Village of Wheeling will conduct a background check as part of the evaluation of this application and consent to the same. I understand that any person who is an owner of the business submitting this grant application will be subject to a background check which will include a credit report inquiry and review of financial documents that the Economic Development Director requests. I also represent that I have *thoroughly* read all portions of the grant and I agree to all the terms, conditions, policies, and procedures to obtain the reimbursement grant. I also understand and acknowledge that the decision to grant funds lies within the sole discretion of the Village Board. I also understand and acknowledge that if the final costs come in less than what was estimated to determine the reimbursement amount, then I may receive less than the initially approved amount.

The building owner shall sign this consent form acknowledging their approval consenting to the work detailed and as part of this application.

Applicant Signature Mark Hoffmann
Date: 1/19/26

Building Owner Signature (if applicable) Fred Hoffmann
Date: 1/19/26

Building Owner Signature (if applicable) _____
Date: _____

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

DRAW#	
ESCROW#	
DATE:	

THE AFFIANT, Fred Hoffmann being first duly sworn to, on oath deposes and says that he is the Owner of Ala Carte Entertainment and has entered into a construction agreement with Wheeling Town Center Property, LLC, Owner of the Property located at 365 W. Dundee Road Wheeling, Illinois, in Cook county. That for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for and have or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts shown opposite their names for materials or labor as stated. That this statement is made to said owner for the purpose of procuring from said Owner, Partial/Final Payment on said contract, and is full true and complete statement of all such persons, and the amounts paid or due and to become due them as of this date

Line	Item	Original Budget	Change to Budget	Current Budget	Previous Payments	This Disbursement	Balance to Complete
Contract Service							
I	Architecture	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
	Mechanical Drawing	\$ 9,300.00	\$ -	\$ 9,300.00	\$ -	\$ -	\$ 9,300.00
	Structural Engineer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Dumpsters	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
	Permit Fees	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Title and Escrow							
II	Bank Fees	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
	Legal	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
	Closing Costs	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
	Interest and Taxes	\$ 120,000.00	\$ -	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00
Construction							
III	Demolition	\$ 6,200.00	\$ -	\$ 6,200.00	\$ -	\$ -	\$ 6,200.00
	Masonry interior	\$ 30,900.00	\$ -	\$ 30,900.00	\$ -	\$ -	\$ 30,900.00
	masonry garbage	\$ 19,900.00	\$ -	\$ 19,900.00	\$ -	\$ -	\$ 19,900.00
	concrete interior	\$ 28,500.00	\$ -	\$ 28,500.00	\$ -	\$ -	\$ 28,500.00
	concrete garbage	\$ 33,400.00	\$ -	\$ 33,400.00	\$ -	\$ -	\$ 33,400.00
	Plumbing	\$ 38,000.00	\$ -	\$ 38,000.00	\$ -	\$ -	\$ 38,000.00
	electrical contract	\$ 32,000.00	\$ -	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00
	hvac Hartwig	\$ 14,200.00	\$ -	\$ 14,200.00	\$ -	\$ -	\$ 14,200.00
	Electrical contract	\$ 138,000.00	\$ -	\$ 138,000.00	\$ -	\$ -	\$ 138,000.00
	floor and specialty material	\$ 43,000.00	\$ -	\$ 43,000.00	\$ -	\$ -	\$ 43,000.00
	Roofing	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
	Doors, Frames and Hardware	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
	Alarm Work	\$ 4,800.00	\$ -	\$ 4,800.00	\$ -	\$ -	\$ 4,800.00
	Insulation/Fire Spray	\$ 6,300.00	\$ -	\$ 6,300.00	\$ -	\$ -	\$ 6,300.00
	Carpentry contract	\$ 116,300.00	\$ -	\$ 116,300.00	\$ -	\$ -	\$ 116,300.00
	Carpentry finishes	\$ 69,900.00	\$ -	\$ 69,900.00	\$ -	\$ -	\$ 69,900.00
	Painting	\$ 24,800.00	\$ -	\$ 24,800.00	\$ -	\$ -	\$ 24,800.00
	painting ceiling	\$ 14,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00
	painting ext	\$ 15,300.00	\$ -	\$ 15,300.00	\$ -	\$ -	\$ 15,300.00
	Fire Protection/Sprinkler	\$ 7,400.00	\$ -	\$ 7,400.00	\$ -	\$ -	\$ 7,400.00
	Storefront Windows/Doors	\$ 18,500.00	\$ -	\$ 18,500.00	\$ -	\$ -	\$ 18,500.00
	bar top custom	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
	Ansel Rework/Tag	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00
	Electrical Fixtures	\$ 21,000.00	\$ -	\$ 21,000.00	\$ -	\$ -	\$ 21,000.00
	Refrigeration	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture/Fixtures/Equipment							
IV	Installation - FF&E	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
	Camera System	\$ 18,000.00	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
	POS System	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ -	\$ 24,000.00
	Kitchen/bar Equipment	\$ 36,500.00	\$ -	\$ 36,500.00	\$ -	\$ -	\$ 36,500.00
	furniture	\$ 68,000.00	\$ -	\$ 68,000.00	\$ -	\$ -	\$ 68,000.00
		\$ 1,082,000.00	\$ -	\$ 1,082,000.00	\$ -	\$ -	\$ 1,082,000.00