



Monday, April 20, 2026
Village Board Regular Meeting Agenda

PUBLIC NOTICE - in accordance with the applicable statutes of the state of Illinois and Ordinances of the Village of Wheeling, notice is hereby given that the Regular Meeting of the President and Board of Trustees will be held in the Board Room, Wheeling Village Hall, 2 Community Boulevard, Wheeling, Illinois, immediately following the special meeting of the Liquor Control Commission, and during which meeting it is anticipated there will be discussion and consideration of and, if so determined, action upon the matters contained in the following agenda:

-
1. **Call to Order**

 2. **Pledge of Allegiance**

 3. **Roll Call**

 4. **Approval of Minutes**
 - A. Approval of Minutes of the Regular Meeting of April 6, 2026

 5. **Changes to the Agenda**

 6. **Proclamations**
 - A. Proclamation: National Volunteer Week, April 19-25, 2026

 7. **Appointments and Confirmations**

 8. **Administration of Oaths**

 9. **Citizen Concerns and Comments**

 10. **Staff Reports**

 11. **Consent Agenda**

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

 - A. Resolution Authorizing the Village Manager to Waive a Portion of the 2026–2027 Video Gaming Terminal Fees for Phillip Carpenter Post 66 AMVET Building Corporation, a Not-for-Profit Entity
 - B. Resolution Approving Certain Executive Session Meeting Minutes of the President and Board of Trustees of the Village of Wheeling, Illinois, and Authorizing the Recycling of Executive Session Audio Recordings
 - C. Resolution Authorizing the Execution of a Four-Year Agreement with Azavar Audit Solutions, Inc., for Software and Services Related to the Collection of Locally-Imposed Taxes
 - D. Resolution Approving a Contract with Copenhaver Construction, Inc. for the Wheeling Town Center Improvement Project in the Amount of \$1,455,255 in FY 2026

- E. Resolution Approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Construction Engineering Services for Wheeling Town Center Improvements Project in an Amount Not to Exceed \$162,100
- F. Resolution Accepting a Previously Bid Contract for the Purchase of Two Medium-Duty Horton Ambulances from Foster Coach Sales, Inc. at a Cost Not to Exceed \$878,702

12. **Old Business**

13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Ordinance Granting Special Use Approval to Permit the Operation of a Heavy Motor Vehicle Repair Facility – VA Prime (250 Alderman Avenue) [Docket No. PSU25-0004]
- B. Ordinance Authorizing an Eighth Amendment to the Restated Redevelopment Agreement between the Village of Wheeling and WTC, LLC for the Development of Land at 351 W. Dundee Road, Wheeling, IL, Comprising a Part of the Town Center-II TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois

14. **Official Communications**

15. **Approval of Bills**

- A. Approval of Bills for April 1–15, 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/>.

Village of Wheeling
PROCLAMATION

National Volunteer Week
April 19-25, 2026

WHEREAS, the Village of Wheeling is proud of the volunteers who not only serve our community with pride and commitment, but also help to make sure that Wheeling is a great place to live, work, and raise a family; and

WHEREAS, volunteerism strengthens communities, improves social conditions, and enhances the overall quality of life for all citizens; and

WHEREAS, volunteers spread hope and inspire others to give back to their communities; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems; and

WHEREAS, volunteers can connect with local community service opportunities such as volunteer commissions, Wheeling Citizens Patrol, the Wheeling Police Unity Foundation, Congregate Dining, Senior Citizen programming, and many others; and

WHEREAS, during this week all over the nation, volunteers will be recognized for their commitment to service; and

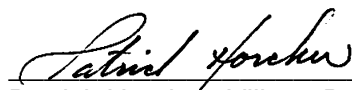
WHEREAS, volunteers are vital to our future as a caring and productive community and nation;

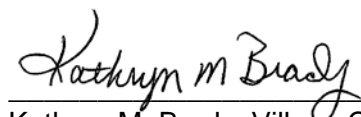
Patrick Horcher, President of the Village of Wheeling, does hereby proclaim **April 19-25**, as **NATIONAL VOLUNTEER WEEK** in Wheeling, and urges fellow citizens to volunteer in their community, since by volunteering and recognizing those who serve, we can come together to make a difference.

DATED at the Village of Wheeling this 20th day of April, 2026.



ATTEST:


Patrick Horcher, Village President


Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: April 20, 2026
FROM: Jon Sfondilis, Village Manager
SUBJECT: Resolution Authorizing the Village Manager to Waive a Portion of the 2026–2027 Video Gaming Terminal Fees for Phillip Carpenter Post 66 AMVET Building Corporation, a Not-for-Profit Entity
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Unassigned

EXECUTIVE SUMMARY

The consent agenda of the Village Board's Monday, April 20 regular meeting will include a resolution granting a 50-percent waiver of the annual video gaming license fee associated with the terminals at Wheeling's AMVETS post. This request has been approved by the Village Board annually since 2015.

MEMO

In August 2015, at the request of Phillip Carpenter Post 66 AMVET Building Corporation (AMVETS), the Board of Trustees approved an ordinance amending the municipal code to allow not-for-profit entities to request a waiver of their video gaming license fees of up to 50 percent. The Village's annual video gaming license fee is \$1,000 per terminal, and therefore, the requested waiver would reduce AMVETS' fee to \$500 per terminal: \$2,500 for five terminals. (Per current state law, these reduced fees will be split evenly between the establishment and its terminal operator.)

AMVETS is currently the only not-for-profit video gaming establishment in Wheeling, and is therefore the only entity qualified to receive a fee waiver under the provisions of the municipal code.

As written, and in keeping with the Village Board's past practice, the attached resolution grants AMVETS the maximum fee waiver that the municipal code allows. The Board also has the option of removing the resolution from the consent agenda and approving it by amendatory motion to grant a smaller fee waiver, or of simply rejecting the request by voting the resolution down.

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

RESOLUTION NO. 26 - _____

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO WAIVE A PORTION OF THE
2026–2027 VIDEO GAMING TERMINAL FEES FOR PHILLIP CARPENTER POST 66 AMVET
BUILDING CORPORATION, A NOT-FOR-PROFIT ENTITY**

WHEREAS, Phillip Carpenter Post 66 AMVET Building Corporation, a not-for-profit entity, has requested a reduction of its annual video gaming terminal fees; and

WHEREAS, the Wheeling Municipal Code, Title 8 “Public Peace and Safety,” Chapter 8.22 “Gambling,” Section 8.22.050 “Video Gaming” allows qualified entities to request a waiver of the video gaming terminal fees for their establishment, which waiver shall not exceed fifty percent (50%) of each terminal fee; and

WHEREAS, the above-mentioned Section of the Municipal Code further gives the Board of Trustees the discretion to grant such a request, either in whole or in part, provided good cause is shown; and

WHEREAS, it has been determined that the waiver of fifty percent (50%) of each video gaming terminal fee associated with Phillip Carpenter Post 66 AMVET Building Corporation is within the guidelines set forth in the above-mentioned Section of the 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, as follows:

SECTION A: The Village Manager is hereby authorized to waive fifty percent (50%) of each video gaming terminal fee for Phillip Carpenter Post 66 AMVET Building Corporation for 2026–2027.

SECTION B: That the resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

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

ADOPTED this 20th day of April 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



AMVETS
Phillip Carpenter Post 66
700 McHenry Road
Wheeling, Illinois 60090
(847) 537-0440
Fax (847) 537-0434
E-Mail: post066@sbcglobal.net



April 6, 2026

Village of Wheeling
Attn: Village President Horcher
2 Community Boulevard
Wheeling, IL 60090

Subject: Request for 50% Waiver of Village of Wheeling Video Gaming License Fee

Dear President Horcher,

Phillip Carpenter Post 66 AMVET Building Corporation is a "NOT FOR PROFIT" 501c(19) Veterans Service Organization. Our primary purpose is "Promoting and maintaining the civic, educational and social affairs of the community". We accomplish our purpose by providing cash donations, the use of our facilities, sponsoring patriotic activities and volunteering in support of our community based organizations and helping veterans at the Capt. James A. Lovell Federal Health Care Center and other Veterans Affairs facilities.

I respectfully request that the Village grant a 50% waiver of the Video Gaming license fees per Ordinance 4949, enacted August 17, 2015 "Not For Profit" businesses. I know that you will continue to work to keep Wheeling moving forward with the best interests of all the residents in mind.

Please contact me if there is anything that AMVETS Post 66 can do to be of service to the village at any time.

Very truly yours,

Kenneth Neilson
Commander

AMVETS – Serving Veterans and Active Duty Military!



MEMORANDUM

DATE: April 20, 2026
FROM: Mallory Milluzzi, Village Attorney
SUBJECT: Resolution Approving Certain Executive Session Meeting Minutes of the President and Board of Trustees of the Village of Wheeling, Illinois, and Authorizing the Recycling of Executive Session Audio Recordings
DOLLAR AMOUNT: 0
BUDGETED: Yes
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Governance

EXECUTIVE SUMMARY

This resolution approves the written closed-session minutes of previous meetings of the Village Board, which remain confidential and are not for public release. This resolution differs from the Village's semi-annual review of executive session minutes, which generally reviews previously-approved minutes to determine if the need for confidentiality still exists. The Illinois Attorney General's Office recently clarified that while public bodies may review and provide direction on closed-session minutes in closed session, the actual approval of those minutes should be in open session. Additionally, this resolution approves the destruction of executive session audio recordings over eighteen months old for which written minutes have been prepared and approved by the Village Board.

RESOLUTION NO. 26 _____

RESOLUTION APPROVING CERTAIN EXECUTIVE SESSION MEETING MINUTES OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, ILLINOIS, AND AUTHORIZING THE RECYCLING OF EXECUTIVE SESSION AUDIO RECORDINGS

WHEREAS, the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois (the "Board"), held a meeting on April 6, 2026, wherein the Corporate Authorities of the Village reached a consensus to approve minutes of Executive Sessions lawfully closed to the public under Section 2.06 of the Open Meetings Act; and

WHEREAS, the minutes of the Executive Sessions have been duly recorded by the Village Clerk or her designee pursuant to the requirements of the Act;

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

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

SECTION 2: The Board of Trustees has determined that the following executive session minutes are hereby approved and should remain confidential at this time, subject to further review and determination as to their appropriateness for release at a future date: 03/17/2025; 04/07/2025; 04/21/2025; 05/19/2025 (Liquor Control Commission); 05/19/2025; 06/02/2025; 06/16/2025. The Board of Trustees further finds as follows: each of the audio recordings of executive session meetings that were completed more than eighteen (18) months ago and for which written minutes have been prepared and approved by the Corporate Authorities shall be destroyed by the Village Clerk following the approval date of this Resolution.

SECTION 3: The approved minutes of executive session meetings that occurred before these respective meetings shall remain confidential and not be made available for public inspection.

SECTION 4: The Village President is authorized and directed to sign, and the Village Clerk is authorized and directed to attest, to this Resolution.

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 20th day of April 2026 by the President and Board of Trustees of the Village of Wheeling, Illinois.

ATTEST:

Patrick Horcher, Village President

Kathryn M. Brady, Village Clerk



MEMORANDUM

DATE: April 20, 2026
FROM: Brian Smith, Finance Director
SUBJECT: Resolution Authorizing the Execution of a Four-Year Agreement with Azavar Audit Solutions, Inc., for Software and Services Related to the Collection of Locally-Imposed Taxes
DOLLAR AMOUNT: Approximately \$25,000.00
BUDGETED: Yes
BUDGET SOURCE: General Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

Village staff recommends the Village Board execute a four-year agreement with Azavar Audit Solutions, Inc. for software and services related to the collection of locally-imposed taxes.

MEMO

In 2021, the Village of Wheeling signed a contract with Avenu Insights & Analytics to provide Wheeling restaurants with an online portal for monthly food and beverage tax payments. While Avenu's payment portal addresses a clear taxpayer-requested need, restaurant feedback regarding the portal has not been entirely positive. The payment portal's registration and filing systems are complex and can cause frustrating delays. Village staff receive regular complaints about the legacy software, including issues with sign-up and a lack of responsiveness by Avenu's troubleshooting department. Avenu has also been slow to remit payments to the Village, often without explanation, resulting in some restaurants receiving late letters despite making on-time payments through the portal.

On January 1, 2026, the Village began collecting a streaming tax, and streaming providers have been inquiring about the ability to make their payments through an online payment portal. Village staff believes that providing this option will improve payment timeliness, as many providers are based on the East and West Coasts, and in some cases overseas. Avenu has informed the Village that it cannot collect streaming tax payments on its behalf. As a result, Village staff began researching other online payment portal providers.

After discussions with three other vendors (BS&A, Azavar, and Paymentus), staff recommends the Village contract with Azavar for its Localgov online payment portal software. Azavar provides software and services to governments nationwide that help boost revenue and improve constituent confidence. The Localgov software is an online payment portal that supports all tax types, including food & beverage tax, streaming tax, amusement tax, and hotel tax. In addition, the software provides the following benefits:

1. The software can integrate with BS&A, the Village's Enterprise Resource Planning (ERP) system, to free up staff time from payment entry.
2. Azavar provides live, over-the-phone customer service to businesses using the platform.
3. The Localgov system requires each business to file its ST-1 sales tax form along with its payment, recalculating what is owed, ensuring fairness and consistency.
4. The software confirms whether payments are eligible for early-payment discounts or require additional fees for late filings.
5. The software allows businesses to pay by Automated Clearing House (ACH), debit card, or credit card.
6. Village staff will be able to avoid following up on late payments, sending letters, and maintaining physical records related to the streaming tax and the food and beverage tax.
7. The Village will gain a full, searchable digital archive of filings and payments. Staff could instantly verify compliance, look up past records, or identify delinquent accounts without digging through filing cabinets.

8. Payments made at Village Hall will be entered directly into the Localgov system by Village staff, rather than relying on an email to Avenu to record the payment.
9. The Localgov software is fully compliant with the Payment Card Industry Data Security Standard (PCI DSS) and meets the security standards developed by Village IT staff.

Village staff remains dedicated to workflow automation to improve the efficiency of our business processes. Currently, food and beverage tax payments still involve a manual and time-consuming entry process: payments must be entered separately into the ERP system, BS&A, and a separate spreadsheet to track monthly payments for each business. The Localgov software's digital archive and software integration with BS&A would eliminate the need for staff to enter each payment made through the portal into BS&A. Allowing our businesses to pay and file their remittances through a more robust, secure online portal that verifies the accuracy of their payment would improve payment timeliness, better meet the needs of these online providers, and allow the Village to expand availability of the portal to streaming providers.

Switching providers from Avenu to Azavar will increase Village credit card fees by around \$6,000 annually for two reasons: 1) the addition of streaming tax payments will increase the number of transactions for which the Village pays fees, and 2) the credit card fee rate paid would increase from 1.65% to 1.96% for each transaction. In addition, the first year of the contract will include a one-time installation fee of \$3,500, which will push the total for the year over \$25,000.

This installation fee includes staff training and assistance in rolling out the product to businesses. Despite the annual fee increase, Village staff recommends that the board approve the execution of a four-year agreement with Azavar Audit Solutions, Inc., for software and services related to the collection of locally-imposed taxes. Attached is an analysis recalculating the last three years of Avenu's fees with Azavar's fee structure.

RESOLUTION 26-_____

**RESOLUTION AUTHORIZING THE EXECUTION OF A FOUR-YEAR AGREEMENT WITH AZAVAR
AUDIT SOLUTIONS, INC. FOR SOFTWARE AND SERVICES RELATED TO
THE COLLECTION OF LOCALLY-IMPOSED TAXES**

WHEREAS, the Village of Wheeling desires to provide an online payment portal to collect locally-imposed taxes; and

WHEREAS, the current software provider for restaurant and eating tax collection, Avenue Insights & Analytics, LLC, cannot provide collection services for streaming tax; and

WHEREAS, the Wheeling Finance Department has reviewed proposals from several online portal providers and negotiated an agreement with Azavar Audit Solutions, Inc. for software and services related to the collection of locally-imposed taxes; and

WHEREAS, the proposed agreement is for an initial period of one year with automatic renewal for three years, with an onboarding fee of \$3,500 and electronic payment processing fees per transaction of 1.96%; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept and approve the proposal from Azavar Audit Solutions, Inc. for software and services related to the collection of locally-imposed taxes;

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

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

SECTION 2: The Board of Trustees of the Village of Wheeling approves, authorizes, and directs the President and Clerk of the Village of Wheeling to execute an agreement between the Village of Wheeling and Azavar Audit Solutions, Inc. relative to software and services related to the collection of locally-imposed taxes, in substantial conformity with the agreement attached hereto as **Exhibit A**, with all final changes subject to the Village Manager's approval.

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

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

President Horcher _____

Trustee Ruffatto _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

Trustee Papantos _____

Resolution No. 26- _____ **ADOPTED** this 20th day of April 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

**Village of Wheeling
Online Payment Portal Provider Analysis**

Avenu

Year	FBT Sales	FBT Tax	% Fee	% Fee \$s	Streaming Sales	Streaming Tax	%	% Fee	FBT & Streaming Fee TOTAL
2025	111,596,241.34	989,586.63	1.55%	15,303.38	7,000,000.00	280,000.00	1.55%	4,340.00	19,643.38
2024	107,060,360.96	976,629.88	1.50%	14,649.62	7,000,000.00	280,000.00	1.50%	4,200.00	18,849.62
2023	107,689,612.99	1,000,456.26	1.50%	14,984.32	7,000,000.00	280,000.00	1.50%	4,200.00	19,184.32

Azavar By Comparison

Year	FBT Sales	FBT Tax	% Fee	% Fee \$s	Streaming Sales	Streaming Tax	%	% Fee	FBT & Streaming Fee TOTAL	Increase over Avenu
2025	111,596,241.34	989,586.63	1.95%	19,296.94	7,000,000.00	280,000.00	1.95%	5,460.00	24,756.94	5,113.56
2024	107,060,360.96	976,629.88	1.95%	19,044.28	7,000,000.00	280,000.00	1.95%	5,460.00	24,504.28	5,654.66
2023	107,689,612.99	1,000,456.26	1.95%	19,508.90	7,000,000.00	280,000.00	1.95%	5,460.00	24,968.90	5,784.58



Professional Services Agreement

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Brian Smith
Village of Wheeling, Illinois

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered into on the 30th day of April 2026 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the Village of Wheeling, Illinois a municipal corporation having its principal place of business at 2 Community Boulevard Wheeling, Illinois 60090 (“Customer”).

1. SCOPE OF SERVICES

- 1.1.** Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.
- 1.2.** Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.
- 1.3.** Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, will seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fee, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

- 4.1.** Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.
- 4.2.** Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

- 5.1. No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 5.2. Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

- 7.1. This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 30 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods for three (3) additional years, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.
- 7.2. Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
- 7.3. The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

Village Manager
Village of Wheeling, Illinois
2 Community Boulevard Wheeling, Illinois 60090

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

12. COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

Azavar Audit Solutions, Inc

Village of Wheeling, Illinois

Print Name: Jason Perry

Print Name:

Signature:

Signature:

Title: President

Title:



Exhibit A - Statement of Work 1

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Brian Smith
Village of Wheeling, Illinois

Exhibit A – Statement of Work 1

This Statement of Work (“Statement of Work”) is made and entered into on this 30th day of April 2026 by and between Azavar Audit Solutions, Inc.’s affiliate, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the Village of Wheeling, Illinois, a Illinois a municipal corporation having its principal place of business at 2 Community Boulevard Wheeling, Illinois 60090 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 30th day of April 2026.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- 1.1. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and shall present any recommendations (“Findings”) to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of the Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.

- 1.2. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services.**

- 1.2.1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);

- 1.2.2. Cyber liability insurance coverage and NACHA and PCI compliance;

- 1.2.3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);

- 1.2.4. One (1) business day response time to support inquiries;

- 1.2.5. Ongoing adoption program to facilitate 100% adoption of Localgov software by Customer End Users.

- 1.2.6. Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User.

2. **IMPLEMENTATION AND USE OF AZAVAR SOFTWARE**

- 2.1. Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively “Taxes”) and revenue monitoring, management, and reporting software (“Azavar Software” or “Software”). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work: (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer’s existing database and/or enterprise resource planning (“ERP”) systems,

wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$175.00/hour for the 2026 Calendar Year) at Azavar's then current rate schedule; and,

- 2.2. Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. **Azavar shall assess fees for processing electronic payments per transaction of 1.96% and shall be absorbed by the municipality.**

2.3. ONBOARDING AND ADDITIONAL SERVICES

2.3.1. Onboarding Services: Azavar commits to providing the following comprehensive onboarding services for the Customer. **Standard Onboarding Inclusions:**

- a. Digitization of all forms, inclusive of testing and implementing ongoing Customer and End User feedback.
- b. Drafting a letter and email blast to taxpayers regarding notification of new online procedures.
- c. Deployment management of the Customer Localgov portal and forms.
- d. Welcome meeting, creation of a Customer onboarding playbook, and ongoing project management.
- e. Execution of the ongoing Adoption Program for 100% platform adoption.
- f. Enrollment assistance in payment processor.
- g. Customer business data aggregation and data migration facilitation to the Localgov platform.
- h. Configuration of historical delinquencies and form submission requirements post-launch.
- i. One (1) onsite or remote training session for Customer staff on the application. Service includes drafting of presentation slide deck. The specifics of the onsite location, date, time, and duration shall be mutually agreed upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
- j. One (1) onsite or remote demonstration and training session for Customer End Users and taxpayers. Service includes drafting of presentation slide deck. The particulars of the onsite location, date, time, and duration will be mutually decided upon by Customer and Azavar. Any travel expenses incurred by Azavar for onsite training will be billed separately to the Customer.
- k. Optional setup of an on-site kiosk within Customer facilities, with the kiosk billed separately. Azavar staff will facilitate remote kiosk setup in collaboration with designated Customer staff member.

2.3.2. Additional Charges: Azavar may provide the following professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$175.00/hour for the 2026 Calendar Year) at Azavar's then current rate schedule. Azavar will only execute the following services if requested by the Customer.

- a. Dispatching of taxpayer letters by Azavar will incur a charge of \$10 per mailing, covering supplies, labor, and mailing costs.
- b. Custom reports and integrations with third-party software are not included in the standard onboarding services will be scoped and estimated post a detailed elaboration call with Customer. Upon Customer approval, these projects will be billed on a time and materials basis.

- c. Additional training sessions, beyond the one End User and one Customer staff training provided, will be charged on a time and materials basis.
- d. Additional marketing materials, beyond the one End User training presentation, one Customer staff training presentation, one email blast, and one taxpayer letter, will be charged on a time and materials basis.

2.3.3. Exclusions from Onboarding: Custom reports, custom third-party software integrations, additional training sessions, additional marketing materials, and kiosk product are expressly excluded from the onboarding fee. These services will be separately scoped and billed as per the stipulations in subsection (b).

2.3.4. Additional Service Requests: Services requested by the Customer that fall outside the scope of the onboarding services outlined in subsection (a) will be provided on a time and materials basis at the rate of \$175.00/hour for the 2026 Calendar Year.

3. END USER LICENSE AGREEMENT

- 3.1. Software License:** Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.
- 3.2. Sublicense:** The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a user name and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing, payment, and collection of Taxes and revenue due to Customer.
- 3.3. Customer Data:** Azavar acknowledges that the data provided by the Customer (“Customer Data”) during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports (“Azavar Data”) from the Customer Data with Azavar’s various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns any rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.
- 3.4. Duration, Fee, and Term:**
- 3.4.1. Duration:** The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Terms to use, install, implement and deploy the Azavar Software at the license fee set forth below.
 - 3.4.2. Fee:**
 - 3.4.2.1. Onboarding Fee:** Customer shall pay a one-time onboarding service fee of thirty-five hundred dollars (\$3,500) upon execution of this Statement of Work.
 - 3.4.2.2. Tax Filing Module License Fee:** Customer shall pay Azavar a discounted service/license fee of zero dollars (\$0) per filing for the distinct and unique locally authorized and/or administered Tax form(s) implemented within Azavar Software for the Customer’s benefit upon execution of this Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Customer shall pay a fixed annual service/license fee of based an estimate of 175 filings on a Monthly basis.
 - 3.4.2.3. Billing:** Billing of the service/license fee shall start upon the contract start date. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing

and collection of each, but not limited to, Customer Tax and Fee upon execution of this Statement of Work. The service fee of **1.96%** is guaranteed for three contract years. Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules. All services are billed quarterly.

4. LICENSE, PERMITS, AND/OR APPROVALS

- 4.1. Azavar and Customer will work together to obtain such licenses, permits, and/or approvals (“Approvals”) as necessary and
- 4.2. required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5. INDEMNITY

- 5.1. **For Azavar:** Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.

6. INTELLECTUAL PROPERTY

- 6.1. **Ownership:** Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

- 6.2. **Proprietary Information:** As used herein, the term “Proprietary Information” means any information which relates to Azavar’s Software, audit processes or related services, techniques, or general business processes. Customer shall hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

- 7. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

Azavar Audit Solutions, Inc

Village of Wheeling, Illinois

Print Name: Jason Perry

Print Name:

Title: President

Title:

Signature:

Signature:



MEMORANDUM

DATE: April 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Contract with Copenhagen Construction, Inc. for the Wheeling Town Center Improvement Project in the Amount of \$1,455,255 in FY 2026
DOLLAR AMOUNT: 1,455,255
BUDGETED: Yes
BUDGET SOURCE: Town Center II Tax Increment Finance (TIF) District.
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The attached resolution approves a contract with Copenhagen Construction, Inc. in the amount of \$1,455,255 for the Wheeling Town Center (WTC) Improvement Project. This project includes various improvements to parking, vehicle and pedestrian circulation, accessibility, signage, and other public enhancements. This Project has been reviewed and discussed with both the Village Board and Plan Commission, and this approval fulfills the direction provided to staff.

MEMO

Background:

The Village has obtained the professional services of engineering consultant Kimley-Horn and Associates to identify potential aesthetic and operational improvements to the Wheeling Town Center (WTC). The assessment recommended streetscape enhancements that include modifications to existing asphalt, concrete, and striping, utility adjustments, and the installation of new signage, concrete curbs, gutters, sidewalks, and landscaping. Additionally, the existing monument sign is recommended for replacement with a new LED display.

Discussion:

In March 2026 Public Works staff advertised a request for public bids to complete the recommended improvements, and received and opened three bids on April 9, 2026. Kimley-Horn and Public Works staff reviewed the bid proposals that ranged from \$1,455,255 to \$1,575,323.50 and determined Copenhagen Construction, Inc. to be the lowest-cost qualified and responsible bidder meeting all bid requirements at a cost of \$1,455,255. Copenhagen Construction specializes in roadway construction work, has performed diverse projects throughout Illinois, and is capable of completing the project in a timely manner. Bid tabulations are attached.

Kimley-Horn, which has also provided design and construction documents for this project, will provide construction oversight. The project is anticipated to begin in May 2026 and be completed by October 2026. Traffic at the site will be impacted during the project.

Budget:

The FY 2026 budget for project construction is \$1,000,000 and is funded through the Town Center-II Tax Increment Finance (TIF) District. The overage of \$455,255 will also be funded through this TIF.

Strategic Plan Theme:

Community Image

RESOLUTION NO. 26 - _____

RESOLUTION APPROVING A CONTRACT WITH COPENHAVER CONSTRUCTION, INC. FOR THE WHEELING TOWN CENTER IMPROVEMENT PROJECT IN THE AMOUNT OF \$1,455,255 IN FY 2026

WHEREAS, the Village’s 2026 Capital Improvement Plan includes Town Center-II Tax Increment Finance (TIF) funds allocated and approved for the Wheeling Town Center Improvement Project (the “Project”); and

WHEREAS, the Village and WTC LLC, the developer of Wheeling Town Center, have entered into an Eighth Amendment to the Restated Redevelopment Agreement for Wheeling Town Center to authorize TIF fund payment for this Project by the Village; and

WHEREAS, the Project includes various improvements to parking, vehicle and pedestrian circulation, accessibility, signage, and other public enhancements; and

WHEREAS, on April 9, 2026, the Village received and opened three qualified bid proposals for the Project, ranging in prices between \$1,455,000 and \$1,575,000; and

WHEREAS, Kimley-Horn and Associates, along with Public Works staff, reviewed the bid proposals and determined Copenhaver Construction, Inc. 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 authorize and execute a contract from Copenhaver Construction, Inc. for the Wheeling Town Center Improvement Project, a copy of which is attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that provided the Village President and Board of Trustees have approved the Eight Amendment to the Restated Redevelopment for the Wheeling Town Center, the Village President is hereby authorized and directed to execute a contract with Copenhaver Construction, Inc. for the Wheeling Town Center Improvement Project in the amount of \$1,455,255 in substantial conformity with the contract attached hereto as Exhibit A, with all changes subject to review and approval by the Village Manager and Village Attorney.

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 20th day of April 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

Contract with Copenhaver Construction Inc. for Wheeling Town Center Improvement Project

VILLAGE OF WHEELING
WHEELING TOWN CENTER ENHANCEMENTS
CONTRACT DOCUMENT

This agreement is made this 20th day of April, 2026 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Copenhaver Construction, Inc.) hereinafter to as (the "Contractor") and its successors.

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

a streetscape enhancement project that includes the modifications of existing asphalt, concrete, striping, utility adjustments, sawcutting, minor earth excavation, new signage, new concrete curbs & gutters, new concrete sidewalks, new detectable warning domes, new landscaping, electrical routing, and relocation of light poles. This project is located along Northgate Parkway within the Wheeling Town Center.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for WHEELING TOWN CENTER ENHANCEMENTS , 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 4/9/2026 .
 - 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 \$ 1,455,255.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 160 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 20th day of April, 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 20th day of April, 2026

Individual or Partnership _____ Corporation X

Ken Copenheaver
 By Ken Copenheaver Position/Title
 President



By _____ Position/Title

Copenhaver Construction, Inc.

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this 20th day of April, 2026. _

Patrick Horcher
Village President

Attest:

Kathryn M. Brady
Village Clerk

WTC, LLC

Accepted this _____ day of April, 2026

By: _____
Name: Joshua T. Goldstein
Its: Managing Member

Wheeling Town Center Improvements (#9971340)
 Owner: Village of Wheeling
 Solicitor: Village of Wheeling
 04/09/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Copenhaver Construction, Inc.		Martam Construction, Inc.		Landmark Contractors, Inc.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid													
	1	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10			\$140.00	\$1,400.00	\$85.00	\$850.00	\$140.00	\$1,400.00
	2	20101100	TREE TRUNK PROTECTION (SPECIAL)	EACH	8			\$150.00	\$1,200.00	\$180.00	\$1,440.00	\$250.00	\$2,000.00
	3	20101200	TREE ROOT PRUNING (SPECIAL)	EACH	8			\$100.00	\$800.00	\$400.00	\$3,200.00	\$200.00	\$1,600.00
	4	20200100	EARTH EXCAVATION	CU YD	220			\$65.00	\$14,300.00	\$89.00	\$19,580.00	\$64.65	\$14,223.00
	5	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	70			\$65.00	\$4,550.00	\$89.00	\$6,230.00	\$78.00	\$5,460.00
	6	20800150	TRENCH BACKFILL	CU YD	60			\$55.00	\$3,300.00	\$83.00	\$4,980.00	\$84.60	\$5,076.00
	7	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	460			\$3.00	\$1,380.00	\$3.00	\$1,380.00	\$2.40	\$1,104.00
	8	21101685	TOPSOIL FURNISH AND PLACE, 24"	SQ YD	475			\$20.00	\$9,500.00	\$52.00	\$24,700.00	\$25.00	\$11,875.00
	9	28000510	INLET FILTERS	EACH	36			\$250.00	\$9,000.00	\$310.00	\$11,160.00	\$275.00	\$9,900.00
	10	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	70			\$45.00	\$3,150.00	\$75.00	\$5,250.00	\$65.90	\$4,613.00
	11	35101400	AGGREGATE BASE COURSE, TYPE B	TON	580			\$35.00	\$20,300.00	\$45.00	\$26,100.00	\$52.90	\$30,682.00
	12	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	140			\$2.00	\$280.00	\$1.00	\$140.00	\$0.01	\$1.40
	13	40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	TON	20			\$400.00	\$8,000.00	\$420.00	\$8,400.00	\$387.00	\$7,740.00
	14	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	30			\$420.00	\$12,600.00	\$420.00	\$12,600.00	\$370.00	\$11,100.00
	15	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	12790			\$12.00	\$153,480.00	\$11.20	\$143,248.00	\$11.60	\$148,364.00
	16	42400800	DETECTABLE WARNINGS	SQ FT	310			\$43.00	\$13,330.00	\$68.00	\$21,080.00	\$36.60	\$11,346.00
	17	44000100	PAVEMENT REMOVAL	SQ YD	1530			\$16.00	\$24,480.00	\$24.00	\$36,720.00	\$28.60	\$43,758.00
	18	44000157	HOT MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	130			\$7.00	\$910.00	\$32.00	\$4,160.00	\$20.00	\$2,600.00
	19	44000300	CURB REMOVAL	FOOT	60			\$10.00	\$600.00	\$10.00	\$600.00	\$12.55	\$753.00
	20	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2120			\$8.00	\$16,960.00	\$10.00	\$21,200.00	\$11.00	\$23,320.00
	21	44000600	SIDEWALK REMOVAL	SQ FT	7620			\$2.00	\$15,240.00	\$2.00	\$15,240.00	\$2.40	\$18,288.00
	22	55100500	STORM SEWER REMOVAL 12"	FOOT	50			\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$32.05	\$1,602.50
	23	60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1			\$4,500.00	\$4,500.00	\$4,800.00	\$4,800.00	\$8,100.00	\$8,100.00
	24	60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3			\$4,500.00	\$13,500.00	\$5,200.00	\$15,600.00	\$8,000.00	\$24,000.00
	25	60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7			\$4,500.00	\$31,500.00	\$5,200.00	\$36,400.00	\$8,000.00	\$56,000.00
	26	60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	5			\$2,500.00	\$12,500.00	\$2,800.00	\$14,000.00	\$4,075.00	\$20,375.00
	27	60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1			\$700.00	\$700.00	\$550.00	\$550.00	\$490.00	\$490.00
	28	60406001	FRAMES AND LIDS, TYPE 1, ADA COMPLIANT LID	EACH	2			\$700.00	\$1,400.00	\$650.00	\$1,300.00	\$490.00	\$980.00
	29	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3			\$700.00	\$2,100.00	\$550.00	\$1,650.00	\$490.00	\$1,470.00
	30	60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	110			\$35.00	\$3,850.00	\$12.00	\$1,320.00	\$10.05	\$1,105.50
	31	67100100	MOBILIZATION	L SUM	1			\$95,200.00	\$95,200.00	\$90,000.00	\$90,000.00	\$306,425.05	\$306,425.05
	32	72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	6			\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$312.20	\$1,873.20
	33	72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	1			\$600.00	\$600.00	\$200.00	\$200.00	\$312.20	\$312.20
	34	78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160			\$7.00	\$1,120.00	\$5.00	\$800.00	\$6.00	\$960.00
	35	78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1100			\$2.00	\$2,200.00	\$1.00	\$1,100.00	\$1.55	\$1,705.00
	36	78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	1600			\$2.00	\$3,200.00	\$1.25	\$2,000.00	\$1.75	\$2,800.00
	37	78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	1000			\$3.00	\$3,000.00	\$2.50	\$2,500.00	\$3.00	\$3,000.00
	38	78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	110			\$8.00	\$880.00	\$5.00	\$550.00	\$6.00	\$660.00
	39	78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	1640			\$2.00	\$3,280.00	\$2.00	\$3,280.00	\$1.35	\$2,214.00
	40	55080050	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	70			\$195.00	\$13,650.00	\$136.00	\$9,520.00	\$195.10	\$13,657.00
	41	A2002880	TREE, CELTIS OCCIDENTALIS 'CHICAGOLAND' (CHICAGOLAND HACKBERRY), 2.5" CALIPER, BALLED AND BURLAPPED	EACH	9			\$1,000.00	\$9,000.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00
	42	A2008470	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM), 2.5" CALIPER, BALLED AND BURLAPPED	EACH	9			\$1,000.00	\$9,000.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00
	43	A2008819	TREE, ULMUS AMERICANA 'VALLEY FORGE' (VALLEY FORGE ELM), 2.5" CALIPER, BALLED AND BURLAPPED	EACH	7			\$1,000.00	\$7,000.00	\$700.00	\$4,900.00	\$550.00	\$3,850.00
	44	C2000670	SHRUB, BAPTISIA X 'PINK LEMONADE' (DECADENCE PINK LEMONADE WILD INDIGO), CONTAINER GROWN, 3-GALLON	EACH	29			\$85.00	\$2,465.00	\$75.00	\$2,175.00	\$75.00	\$2,175.00
	45	C2001137	SHRUB, CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' (FIBER OPTIC BUTTOMBUSH), CONTAINER GROWN, 3-GALLON	EACH	17			\$85.00	\$1,445.00	\$75.00	\$1,275.00	\$75.00	\$1,275.00
	46	C2002425	SHRUB, DIERVILLA SESSILIFOLIA 'LPDC PODARAS' (COOL SPLASH DWARF BUSH HONEYSUCKLE), CONTAINER GROWN, 3-GALLON	EACH	74			\$85.00	\$6,290.00	\$75.00	\$5,550.00	\$75.00	\$5,550.00
	47	C2003436	SHRUB, HYDRANGEA ARBORESCENS (SMOOTH HYDRANGEA), CONTAINER GROWN, 3-GALLON	EACH	15			\$85.00	\$1,275.00	\$75.00	\$1,125.00	\$75.00	\$1,125.00
	48	D2003538	PERENNIAL PLANTS, ORNAMENTAL TYPE, 1 GALLON POT	UNIT	1			\$2,200.00	\$2,200.00	\$22,000.00	\$22,000.00	\$2,000.00	\$2,000.00
	49	K0036118	MULCH PLACEMENT	CU YD	54			\$85.00	\$4,590.00	\$120.00	\$6,480.00	\$75.00	\$4,050.00
	50	K1001988	TEMPORARY IRRIGATION (1ST GROWING SEASON)	L SUM	1			\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$10,800.00	\$10,800.00
	51	X2010510	CLEARING AND GRUBBING (SPECIAL)	L SUM	1			\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$350.00	\$350.00
	52	X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1			\$90,000.00	\$90,000.00	\$95,000.00	\$95,000.00	\$8,900.00	\$8,900.00
	53	Z0013798	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1			\$29,000.00	\$29,000.00	\$18,000.00	\$18,000.00	\$15,900.00	\$15,900.00
	54	Z0017400	DRAINAGE STRUCTURE TO BE ADJUSTED (SPECIAL)	EACH	1			\$900.00	\$900.00	\$1,600.00	\$1,600.00	\$822.85	\$822.85
	55	Z0017700	DRAINAGE STRUCTURE TO BE RECONSTRUCTED (SPECIAL)	EACH	1			\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00
	56	Z0018700	DRAINAGE STRUCTURE TO BE REMOVED (SPECIAL)	EACH	6			\$600.00	\$3,600.00	\$600.00	\$3,600.00	\$661.70	\$3,970.20
	57	57	FRAMES AND LIDS TO BE REMOVED (SPECIAL)	EACH	5			\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$245.60	\$1,228.00
	58	58	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	2260			\$42.00	\$94,920.00	\$39.00	\$88,140.00	\$65.90	\$148,934.00
	59	59	SIGN POST ASSEMBLY, COMPLETE (SPECIAL)	EACH	14			\$600.00	\$8,400.00	\$550.00	\$7,700.00	\$1,950.00	\$27,300.00
	60	60	ELECTRICAL SYSTEM (COMPLETE IN PLACE) - ALLOWANCE	L SUM	1			\$72,000.00	\$72,000.00	\$80,000.00	\$80,000.00	\$102,544.00	\$102,544.00
	61	61	METAL EDGING (SPECIAL)	FOOT	150			\$20.00	\$3,000.00	\$30.00	\$4,500.00	\$14.00	\$2,100.00
	62	62	SODDING (COMPLETE)	SQ YD	1400			\$17.00	\$23,800.00	\$19.00	\$26,600.00	\$14.00	\$19,600.00
	63	63	DECORATIVE PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (INTEGRALLY COLORED) (SPECIAL)	SQ FT	1320			\$17.00	\$22,440.00	\$24.00	\$31,680.00	\$15.00	\$19,800.00
	64	64	PORTLAND CEMENT CONCRETE PLANTER CURB (SPECIAL)	FOOT	680			\$48.00	\$32,640.00	\$41.00	\$27,880.00	\$72.00	\$48,960.00
	65	65	MODIFIED PYLON WITH LED DISPLAYS (SPECIAL)	L SUM	1			\$164,000.00	\$164,000.00	\$158,000.00	\$158,000.00	\$71,250.00	\$71,250.00
	66	66	MODIFIED PYLON WITHOUT LED DISPLAYS (SPECIAL)	L SUM	1			\$107,000.00	\$107,000.00	\$96,000.00	\$96,000.00	\$42,750.00	\$42,750.00
	67	67	IDENTITY SIGNAGE (CUBES) (SPECIAL)	EACH	2			\$50,000.00	\$100,000.00	\$54,000.00	\$108,000.00	\$44,350.00	\$88,700.00
	68	68	VEHICULAR DIRECTIONAL SIGNAGE & CONCRETE FOOTING	EACH	6			\$2,300.00	\$13,800.00	\$4,200.00	\$25,200.00	\$1,883.35	\$11,300.10
	69	69	PARKING DIRECTIONAL SIGNAGE, POST, & CONCRETE FOOTING	EACH	5			\$1,700.00	\$8,500.00	\$5,800.00	\$29,000.00	\$2,740.00	\$13,700.00
	70	70	TREE GRATE, FRAME, & CONCRETE CURB (COMPLETE-IN-PLACE)	EACH	1			\$7,100.00	\$7,100.00	\$8,700.00	\$8,700.00	\$7,800.00	\$7,800.00
	71	71	BENCH (SPECIAL)	EACH	5			\$5,000.00	\$25,000.00	\$5,600.00	\$28,000.00	\$3,215.00	\$16,075.00
	72	72	SALVAGE AND RE-INSTALL EXISTING BENCH (SPECIAL)	EACH	1			\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$801.00	\$801.00
	73	73	SALVAGE & REINSTALL EXISTING LIGHT POLE (SPECIAL)	EACH	3			\$9,000.00	\$27,000.00	\$9,700.00	\$29,100.00	\$8,860.00	\$26,580.00
	74	74	SALVAGE AND RE-INSTALL EXISTING LITTER RECEPTACLE (SPECIAL)	EACH	1			\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$800.50	\$800.50
Contingency									\$50,000.00				
	75	75	OWNER'S CONTINGENCY (SPECIAL)	DOLLAR	1			\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Base Bid Total:									\$1,455,2				



April 13, 2026

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

RE: *Award Recommendation*
Wheeling Town Center Streetscape Enhancements

Dear Mr. Pelli:

On April 9, 2026, at 11:30 a.m., three (3) bids were received and publicly opened via the QuestCDN virtual bid platform for the Wheeling Town Center Streetscape Enhancements Project. The apparent low total bid was submitted by Copenhaver Construction, Inc. in the amount of \$1,455,255.00. A summary of the bid results is provided in the table below.

	Total Bid
Copenhaver Construction*	\$1,455,255.00
Martam Construction	\$1,560,833.00
Landmark Contractors	\$1,575,323.50
Engineer's Opinion of Probable Cost	\$1,201,030.00

*** *Apparent Low Bidder***

Copenhaver Construction, Inc. submitted all required bid forms, provided the proper bid guarantee, and meets the requirements of a responsive and responsible bidder in accordance with the Bidding Documents. The bid submitted by Copenhaver Construction, Inc. is greater than the Engineer's Opinion of Probable Cost previously prepared for the project, however the bids are within an appropriate range relative to each other and appear to reflect current market conditions.

Copenhaver Construction, Inc. has performed several recent streetscape projects within the greater Chicagoland area and has received positive references for their work. Based on the Bidder's Qualifications Statement, the Contractor also demonstrates experience with construction projects of comparable scope and size.

Therefore, subject to the availability and appropriation of funds, we recommend award of the base bid for this project in the total amount of \$1,455,255.00 to Copenhaver Construction, Inc. of Union, Illinois.

A complete bid tabulation is attached for the Village's review and record.

If you have any questions regarding the bid results of this project, please feel free to contact me by phone at 630-487-3415 or by email at Daniel.Grove@kimley-horn.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Grove', with a long horizontal flourish extending to the right.

Daniel Grove, PLA, AICP, LEED AP
Project Manager

Item Code	Item Description	UoM	Quantity	Engineer Estimate		Copenhaver Construction, Inc.		Martam Construction, Inc.		Landmark Contractors, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid											
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$100.00	\$1,000.00	\$140.00	\$1,400.00	\$85.00	\$850.00	\$140.00	\$1,400.00
20101100	TREE TRUNK PROTECTION (SPECIAL)	EACH	8	\$250.00	\$2,000.00	\$150.00	\$1,200.00	\$180.00	\$1,440.00	\$250.00	\$2,000.00
20101200	TREE ROOT PRUNING (SPECIAL)	EACH	8	\$500.00	\$4,000.00	\$100.00	\$800.00	\$400.00	\$3,200.00	\$200.00	\$1,600.00
20200100	EARTH EXCAVATION	CU YD	220	\$40.00	\$8,800.00	\$65.00	\$14,300.00	\$89.00	\$19,580.00	\$64.65	\$14,223.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	70	\$45.00	\$3,150.00	\$65.00	\$4,550.00	\$89.00	\$6,230.00	\$78.00	\$5,460.00
20800150	TRENCH BACKFILL	CU YD	60	\$35.00	\$2,100.00	\$55.00	\$3,300.00	\$83.00	\$4,980.00	\$84.60	\$5,076.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	460	\$10.00	\$4,600.00	\$3.00	\$1,380.00	\$3.00	\$1,380.00	\$2.40	\$1,104.00
21101685	TOPSOIL FURNISH AND PLACE, 24"	SQ YD	475	\$32.00	\$15,200.00	\$20.00	\$9,500.00	\$52.00	\$24,700.00	\$25.00	\$11,875.00
28000510	INLET FILTERS	EACH	36	\$250.00	\$9,000.00	\$250.00	\$9,000.00	\$310.00	\$11,160.00	\$275.00	\$9,900.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	70	\$45.00	\$3,150.00	\$45.00	\$3,150.00	\$75.00	\$5,250.00	\$65.90	\$4,613.00
35101400	AGGREGATE BASE COURSE, TYPE B	TON	580	\$45.00	\$26,100.00	\$35.00	\$20,300.00	\$45.00	\$26,100.00	\$52.90	\$30,682.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	140	\$1.00	\$140.00	\$2.00	\$280.00	\$1.00	\$140.00	\$0.01	\$1.40
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	TON	20	\$115.00	\$2,300.00	\$400.00	\$8,000.00	\$420.00	\$8,400.00	\$387.00	\$7,740.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	30	\$135.00	\$4,050.00	\$420.00	\$12,600.00	\$420.00	\$12,600.00	\$370.00	\$11,100.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	12790	\$12.00	\$153,480.00	\$12.00	\$153,480.00	\$11.20	\$143,248.00	\$11.60	\$148,364.00
42400800	DETECTABLE WARNINGS	SQ FT	310	\$30.00	\$9,300.00	\$43.00	\$13,330.00	\$68.00	\$21,080.00	\$36.60	\$11,346.00
44000100	PAVEMENT REMOVAL	SQ YD	1530	\$30.00	\$45,900.00	\$16.00	\$24,480.00	\$24.00	\$36,720.00	\$28.60	\$43,758.00
44000157	HOT MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	130	\$20.00	\$2,600.00	\$7.00	\$910.00	\$32.00	\$4,160.00	\$20.00	\$2,600.00
44000300	CURB REMOVAL	FOOT	60	\$15.00	\$900.00	\$10.00	\$600.00	\$10.00	\$600.00	\$12.55	\$753.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2120	\$12.00	\$25,440.00	\$8.00	\$16,960.00	\$10.00	\$21,200.00	\$11.00	\$23,320.00
44000600	SIDEWALK REMOVAL	SQ FT	7620	\$3.00	\$22,860.00	\$2.00	\$15,240.00	\$2.00	\$15,240.00	\$2.40	\$18,288.00
55100500	STORM SEWER REMOVAL 12"	FOOT	50	\$60.00	\$3,000.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$32.05	\$1,602.50
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,800.00	\$4,800.00	\$8,100.00	\$8,100.00
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$4,000.00	\$12,000.00	\$4,500.00	\$13,500.00	\$5,200.00	\$15,600.00	\$8,000.00	\$24,000.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	\$4,000.00	\$28,000.00	\$4,500.00	\$31,500.00	\$5,200.00	\$36,400.00	\$8,000.00	\$56,000.00
60234200	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	5	\$1,500.00	\$7,500.00	\$2,500.00	\$12,500.00	\$2,800.00	\$14,000.00	\$4,075.00	\$20,375.00
60406000	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$500.00	\$500.00	\$700.00	\$700.00	\$550.00	\$550.00	\$490.00	\$490.00
60406001	FRAMES AND LIDS, TYPE 1, ADA COMPLIANT LID	EACH	2	\$650.00	\$1,300.00	\$700.00	\$1,400.00	\$650.00	\$1,300.00	\$490.00	\$980.00
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	\$500.00	\$1,500.00	\$700.00	\$2,100.00	\$550.00	\$1,650.00	\$490.00	\$1,470.00
60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	110	\$25.00	\$2,750.00	\$35.00	\$3,850.00	\$12.00	\$1,320.00	\$10.05	\$1,105.50
67100100	MOBILIZATION	L SUM	1	\$46,500.00	\$46,500.00	\$95,200.00	\$95,200.00	\$90,000.00	\$90,000.00	\$306,425.05	\$306,425.05
72400100	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	6	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$312.20	\$1,873.20
72400200	REMOVE SIGN PANEL ASSEMBLY - TYPE B	EACH	1	\$350.00	\$350.00	\$600.00	\$600.00	\$200.00	\$200.00	\$312.20	\$312.20
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160	\$8.00	\$1,280.00	\$7.00	\$1,120.00	\$5.00	\$800.00	\$6.00	\$960.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1100	\$2.00	\$2,200.00	\$2.00	\$2,200.00	\$1.00	\$1,100.00	\$1.55	\$1,705.00
78001130	PAINT PAVEMENT MARKING - LINE 6"	FOOT	1600	\$3.00	\$4,800.00	\$2.00	\$3,200.00	\$1.25	\$2,000.00	\$1.75	\$2,800.00
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	1000	\$4.00	\$4,000.00	\$3.00	\$3,000.00	\$2.50	\$2,500.00	\$3.00	\$3,000.00
78001180	PAINT PAVEMENT MARKING - LINE 24"	FOOT	110	\$8.00	\$880.00	\$8.00	\$880.00	\$5.00	\$550.00	\$6.00	\$660.00
78300201	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	1640	\$5.00	\$8,200.00	\$2.00	\$3,280.00	\$2.00	\$3,280.00	\$1.35	\$2,214.00
55000500	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	70	\$175.00	\$12,250.00	\$195.00	\$13,650.00	\$136.00	\$9,520.00	\$195.10	\$13,657.00
A2002880	TREE, CELTIS OCCIDENTALIS 'CHICAGOGLAND' (CHICAGOGLAND HACKBERRY) , 2.5" CALIPER, BALLED AND BURLAPPED	EACH	9	\$750.00	\$6,750.00	\$1,000.00	\$9,000.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00
A2008470	TREE, ULMUS AMERICANA 'PRINCETON' (PRINCETON ELM) , 2.5" CALIPER, BALLED AND BURLAPPED	EACH	9	\$750.00	\$6,750.00	\$1,000.00	\$9,000.00	\$700.00	\$6,300.00	\$550.00	\$4,950.00
A2008819	TREE, ULMUS AMERICANA 'VALLEY FORGE' (VALLEY FORGE ELM) , 2.5" CALIPER, BALLED AND BURLAPPED	EACH	7	\$750.00	\$5,250.00	\$1,000.00	\$7,000.00	\$700.00	\$4,900.00	\$550.00	\$3,850.00
C2000670	SHRUB, BAPTISIA X 'PINK LEMONADE' (DECADENCE PINK LEMONADE WILD INDIGO), CONTAINER GROWN, 3-GALLON	EACH	29	\$60.00	\$1,740.00	\$85.00	\$2,465.00	\$75.00	\$2,175.00	\$75.00	\$2,175.00
C2001137	SHRUB, CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' (FIBER OPTIC BUTTONBUSH), CONTAINER GROWN, 3-GALLON	EACH	17	\$60.00	\$1,020.00	\$85.00	\$1,445.00	\$75.00	\$1,275.00	\$75.00	\$1,275.00
C2002425	SHRUB, DIERVILLA SESSILIFOLIA 'LPDC PODARAS' (COOL SPLASH DWARF BUSH HONEYSUCKLE), CONTAINER GROWN, 3-GALLON	EACH	74	\$60.00	\$4,440.00	\$85.00	\$6,290.00	\$75.00	\$5,550.00	\$75.00	\$5,550.00
C2003436	SHRUB, HYDRANGEA ARBORESCENS (SMOOTH HYDRANGEA), CONTAINER GROWN, 3-GALLON	EACH	15	\$60.00	\$900.00	\$85.00	\$1,275.00	\$75.00	\$1,125.00	\$75.00	\$1,125.00
D2003538	PERENNIAL PLANTS, ORNAMENTAL TYPE, 1 GALLON POT	UNIT	1	\$30,000.00	\$30,000.00	\$2,200.00	\$22,000.00	\$22,000.00	\$22,000.00	\$2,000.00	\$2,000.00
K0036118	MULCH PLACEMENT	CU YD	54	\$60.00	\$3,240.00	\$85.00	\$4,590.00	\$120.00	\$6,480.00	\$75.00	\$4,050.00
X1001988	TEMPORARY IRRIGATION (1ST GROWING SEASON)	L SUM	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$10,800.00	\$10,800.00
X2010510	CLEARING AND GRUBBING (SPECIAL)	L SUM	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$350.00	\$350.00
X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$23,200.00	\$23,200.00	\$90,000.00	\$90,000.00	\$95,000.00	\$95,000.00	\$8,900.00	\$8,900.00
Z0013798	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$15,000.00	\$15,000.00	\$29,000.00	\$29,000.00	\$18,000.00	\$18,000.00	\$15,900.00	\$15,900.00
Z0017400	DRAINAGE STRUCTURE TO BE ADJUSTED (SPECIAL)	EACH	1	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$1,600.00	\$1,600.00	\$822.85	\$822.85
Z0017700	DRAINAGE STRUCTURE TO BE RECONSTRUCTED (SPECIAL)	EACH	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$1,500.00	\$1,500.00
Z0018700	DRAINAGE STRUCTURE TO BE REMOVED (SPECIAL)	EACH	6	\$1,200.00	\$7,200.00	\$600.00	\$3,600.00	\$600.00	\$3,600.00	\$661.70	\$3,970.20
57	FRAMES AND LIDS TO BE REMOVED (SPECIAL)	EACH	5	\$250.00	\$1,250.00	\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$245.60	\$1,228.00
58	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6-12 (SPECIAL)	FOOT	2280	\$35.00	\$79,100.00	\$42.00	\$94,920.00	\$39.00	\$88,140.00	\$65.90	\$148,934.00
59	SIGN POST ASSEMBLY, COMPLETE (SPECIAL)	EACH	14	\$500.00	\$7,000.00	\$600.00	\$8,400.00	\$550.00	\$7,700.00	\$1,950.00	\$27,300.00
60	ELECTRICAL SYSTEM (COMPLETE IN PLACE) - ALLOWANCE	L SUM	1	\$60,000.00	\$60,000.00	\$72,000.00	\$72,000.00	\$80,000.00	\$80,000.00	\$102,544.00	\$102,544.00
61	METAL EDGING (SPECIAL)	FOOT	150	\$12.00	\$1,800.00	\$20.00	\$3,000.00	\$30.00	\$4,500.00	\$14.00	\$2,100.00
62	SODDING (COMPLETE)	SQ YD	1400	\$13.00	\$18,200.00	\$17.00	\$23,800.00	\$19.00	\$26,600.00	\$14.00	\$19,600.00
63	DECORATIVE PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (INTEGRALLY COLORED) (SPECIAL)	SQ FT	1320	\$18.00	\$23,760.00	\$17.00	\$22,440.00	\$24.00	\$31,680.00	\$15.00	\$19,800.00
64	PORTLAND CEMENT CONCRETE PLANTER CURB (SPECIAL)	FOOT	680	\$25.00	\$17,000.00	\$48.00	\$32,640.00	\$41.00	\$27,880.00	\$72.00	\$48,960.00
65	MODIFIED PYLON WITH LED DISPLAYS (SPECIAL)	L SUM	1	\$100,000.00	\$100,000.00	\$164,000.00	\$164,000.00	\$158,000.00	\$158,000.00	\$71,250.00	\$71,250.00
66	MODIFIED PYLON WITHOUT LED DISPLAYS (SPECIAL)	L SUM	1	\$65,000.00	\$65,000.00	\$107,000.00	\$107,000.00	\$96,000.00	\$96,000.00	\$42,750.00	\$42,750.00
67	IDENTITY SIGNAGE (CUBES) (SPECIAL)	EACH	2	\$50,000.00	\$100,000.00	\$50,000.00	\$100,000.00	\$54,000.00	\$108,000.00	\$44,350.00	\$88,700.00
68	VEHICULAR DIRECTIONAL SIGNAGE & CONCRETE FOOTING	EACH	6	\$5,000.00	\$30,000.00	\$2,300.00	\$13,800.00	\$4,200.00	\$25,200.00	\$1,883.35	\$11,300.10
69	PARKING DIRECTIONAL SIGNAGE, POST, & CONCRETE FOOTING	EACH	5	\$3,000.00	\$15,000.00	\$1,700.00	\$8,500.00	\$5,800.00	\$29,000.00	\$2,740.00	\$13,700.00
70	TREE GRATE, FRAME, & CONCRETE CURB (COMPLETE-IN-PLACE)	EACH	1	\$4,000.00	\$4,000.00	\$7,100.00	\$7,100.00	\$8,700.00	\$8,700.00	\$7,800.00	\$7,800.00
71	BENCH (SPECIAL)	EACH	5	\$2,500.00	\$12,500.00	\$5,000.00	\$25,000.00	\$5,600.00	\$28,000.00	\$3,215.00	\$16,075.00
72	SALVAGE AND RE-INSTALL EXISTING BENCH (SPECIAL)	EACH	1	\$500.00	\$500.00	\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$801.00	\$801.00
73	SALVAGE & REINSTALL EXISTING LIGHT POLE (SPECIAL)	EACH	3	\$3,000.00	\$9,000.00	\$9,000.00	\$27,000.00	\$9,700.00	\$29,100.00	\$8,860.00	\$26,580.00
74	SALVAGE AND RE-INSTALL EXISTING LITTER RECEPTACLE (SPECIAL)	EACH	1	\$350.00	\$350.00	\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$800.50	\$800.50
Contingency											
75											



MEMORANDUM

DATE: April 20, 2026
FROM: Daniel Kaup, Deputy Village Manager/Public Works Director
SUBJECT: Resolution Approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Construction Engineering Services for Wheeling Town Center Improvements Project in an Amount Not to Exceed \$162,100
DOLLAR AMOUNT: 162,100
BUDGETED: Yes
BUDGET SOURCE: Town Center-II Tax Increment Financing fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Transportation & Infrastructure

EXECUTIVE SUMMARY

The Wheeling Town Center Improvements project will enhance the aesthetic appeal, functionality, and safety of the Town Center area through various infrastructure improvements. This resolution approves a professional services agreement with Kimley-Horn and Associates, Inc. for construction engineering of the Wheeling Town Center Improvements Project for an amount not to exceed \$162,100. This Project has been reviewed and discussed with both the Village Board and Plan Commission, and this approval fulfills the direction provided to staff.

MEMO

Background:

This project includes engineering and construction of various physical improvements to parking, vehicular and pedestrian circulation, accessibility, signage, and other public enhancements within Wheeling Town Center as recommended in a year-long analysis. This project will further improve visitor and resident experiences at Wheeling Town Center by adding improved signage and enhancing public gathering spaces with the intent of increasing traffic to nearby events.

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 May 2025, staff sent a Request for Statements of Qualifications (RSQ) to various firms for professional engineering services to assist the Village with its capital improvement projects. Kimley-Horn and Associates, Inc. was one of the selected firms in the planning and development engineering category. Kimley-Horn designed this project, and will perform the construction engineering phase in a timely, professional manner.

This project is expected to start in May 2026 and be completed by October 2026. Traffic will be impacted during the project.

Budget:

Town Center-II Tax Increment Financing (TIF) funds in the amount of \$200,000 have been allocated for these services in FY 2026.

Strategic Plan:

Transportation and Infrastructure

RESOLUTION NO. 26- _____

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR WHEELING TOWN CENTER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$162,100

WHEREAS, the Wheeling Town Center Improvements Project includes engineering and construction of various physical improvements to parking, vehicular and pedestrian circulation, accessibility, signage, and public enhancements to Wheeling Town Center; and

WHEREAS, given the extensive scope of work for these improvements, Public Works has determined that it is necessary for a qualified consulting firm to be retained to provide construction supervision for the specified improvements; and

WHEREAS, Kimley-Horn and Associates, Inc. designed this project, and Public Works staff are confident in the ability of its personnel to perform associated construction engineering services; and

WHEREAS, it is in the best interest of the Village of Wheeling to accept the attached agreement from Kimley-Horn and Associates, Inc. for construction engineering services involving the Wheeling Town Center Improvements Project;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized and directed to execute an agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$162,100 in substantial conformity with the agreement dated November 4, 2025 and attached hereto, with all changes subject to review and approval by the Village Manager and Village Attorney.

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 20th Day of April, 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 4, 2025

Kyle Goetzelmann, P.E., Village Engineer
Village of Wheeling
2 Community Blvd.
Wheeling, Illinois 60090

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

Dear Kyle:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to the Village of Wheeling ("Client") for providing construction phase services for the Wheeling Town Center Streetscape Enhancements ("Project").

Project Understanding

The Village of Wheeling is undertaking the construction of a streetscape enhancement project at the Wheeling Town Center in 2026. See **Exhibit A** for project location map. The Project aims to enhance the aesthetic appeal, functionality, and safety of the area through various infrastructure improvements. The construction is planned to commence early April 2026, with a projected completion date around late August 2026. The Project includes removal and replacement of concrete curb and gutter, and concrete sidewalk, adjustment and reconstruction of utility structures, storm sewer, pavement patching, milling and resurfacing of hot-mix asphalt pavement, pavement markings, installation of monument signage, street lights and conduits, furnishings, and landscaping. The design plans are titled "Wheeling Town Center Streetscape Enhancements," prepared by Kimley-Horn and dated June 11, 2025. Construction bidding is scheduled to occur in early 2026.

Construction staking and Quality Control (QC) materials testing will be the responsibility of the Contractor. Rubino Engineering Inc. will provide the Quality Assurance (QA) materials testing. Kimley-Horn will prepare record drawings following the construction of the proposed improvements, and prior to issuance of the certificate of substantial completion.

Scope of Services

Consultant will provide the services specifically set forth below. Consultant is not responsible for any duties assigned to it in the Construction Contract Documents that are not expressly provided for in this Agreement.

Task 1 – Limited Construction Phase Services

Consultant will provide limited construction phase services under the supervision of the designated Consultant project manager ("Project Manager"). The Project Manager and construction observer will review the executed construction contract, drawings, and specifications ("Construction Contract Documents"), and establish a communications plan with the designated Client representative. The Consultant assumes 20 weeks of construction observer(s) time plus project management time as

detailed in **Exhibit B** totaling 840 hours. Consultant will notify the Client when the hourly budget will be exhausted and will not exceed the budget without Client approval. Any additional effort will be billed on an hourly basis at Consultant's then-current hourly rates.

Pre-Construction Conference: Consultant will attend a Pre-Construction Conference before the start of construction.

Site Visits, Construction Meetings, and Construction Observation: Consultant will make visits to the site to observe the progress of the work, document on-site observations, and attend construction meetings on site as directed by the Client; this scope assumes up to 90 working days on-site. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether the Contractor's work is generally proceeding in accordance with the Construction Contract Documents.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Construction Contract Documents.

Recommendations with Respect to Defective Work: Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Construction Contract Documents.

Clarifications and Interpretations: Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Construction Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Construction Contract Documents will be made only by Client.

Change Orders: Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples: Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Construction Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Construction Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent": Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Construction Contract Documents.

Inspections and Tests: Consultant may require special inspections or tests of the Contractor's work, and may receive and review certificates of inspection within Consultant's area of responsibility. Consultant's review of testing reports will be solely to determine that the results indicate compliance with the Construction Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant



is entitled to rely on the results of such tests.

Quality Assurance (QA) Materials Testing: Consultant will coordinate with the materials testing subconsultant, Rubino Engineering, Inc. to perform QA testing. QA testing will be limited to the following services:

<i>Activity</i>	<i>Description</i>	<i>Total Effort</i>
Earthwork Testing	Subgrade/subbase stone subgrade stability testing (DCP or Proofroll)	1 Day
Bituminous Testing	Hot-Mix Asphalt pavement patch density by the nuclear method	1 Day
Uncured Concrete Testing	Slump, air, temperature, and casting of cylinders	7 Days
Cured Concrete Testing	Compressive strength	Up to 7 sets of 6 cylinders

Rubino Engineering, Inc. will provide a field report with each site visit and a compressive strength lab report for each set of cured concrete cylinders. Reports will be in PDF format. Reinspection for failed tests, work areas not ready for inspection at the time scheduled, delays by the Contractor, cancellations, overtime, services not listed above, or additional testing requested by the Client will be charged as an Additional Service.

Disputes between Client and Contractor: Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.

Applications for Payment: Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion: When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work: Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Project Management: Consultant will manage Consultant project staffing, monitor budgets, staff roles, and Consultant team members throughout the Project. Consultant will communicate directly with the designated Client representative. Consultant will prepare monthly invoices.

Task 2 – Record Drawings

Consultant will prepare record drawings showing significant changes reported by the Contractor or made to the design by the Consultant. Additionally, Consultant will perform a field survey to document post-construction elevations of key utility features within the project area, including storm structures and streetlights. Topographic survey of sidewalks, curb ramp and crosswalks is excluded. The record information will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot elevations of the improvements listed above. The survey data will be transposed onto the original construction plans. Kimley-Horn cannot certify the installation of the site work, only that the site work appears to be in general conformance with the design.

Data will be provided in US State Plane Coordinates System, Illinois East zone, NAD-83, NAVD-88, US Survey Feet. The record drawings will be provided in PDF format. Survey points will be provided in an ASCII point file format. Revisions to the record drawing as a result of agency, contractor, or Client changes are not part of this task, but can be performed as an Additional Service.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Construction staking, or establishing lines and grades for the contractor.
2. Survey grade verification of pedestrian access routes.
3. Materials testing and other geotechnical services not specifically listed above.
4. Certification of Contractor's Work.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates.

Information Provided By Client

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

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Kimley-Horn will provide the services between April 1, 2026 and August 31, 2026.



Fee and Expenses

Kimley-Horn will perform the “Hourly NTE” services listed in the table below on a labor fee plus expense basis for the maximum labor fee shown below. Labor fee will be billed on an hourly basis according to our then-current rates. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Kimley-Horn will perform the “Lump Sum” services listed in the table below for the total lump sum labor fee below. Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed.

Task Number & Name		Fee	Type
1	Limited Construction Phase Services	\$139,300	Hourly NTE
2	Record Drawings	\$9,000	Lump Sum
	Materials Testing (Rubino Engineering, Inc.)	\$10,800	As Incurred
	Reimbursable Expenses	\$3,000	As Incurred
Total		\$162,100	

Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



Closure

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

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

____ Please email all invoices to _____

____ Please copy _____

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

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
Peter Stoehr
B62AF530C49B4B9...
Peter A. Stoehr, P.E.
Project Manager

Signed by:
Michaela Walker
00BB3FC5E4344FB...
Michaela Walker, P.E.
Vice President

VILLAGE OF WHEELING, ILLINOIS

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

- Attachment – Standard Provisions
- Attachment – Hourly Labor Rate Schedule
- Attachment – Exhibit A - Project Location Map
- Attachment – Exhibit B - Hours and Fee Estimate

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 35 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

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

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

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

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

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

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

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



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$135 - \$165
Analyst II	\$165 - \$190
Professional	\$200 - \$240
Senior Professional I	\$250 - \$280
Senior Professional II / Principal	\$290 - \$350
Senior Technical Support	\$160 - \$230
Technical Support	\$110 - \$180
Support Staff	\$95 - \$160

Effective through June 30, 2026

Subject to annual adjustment thereafter

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Exhibit A – Project Location Map

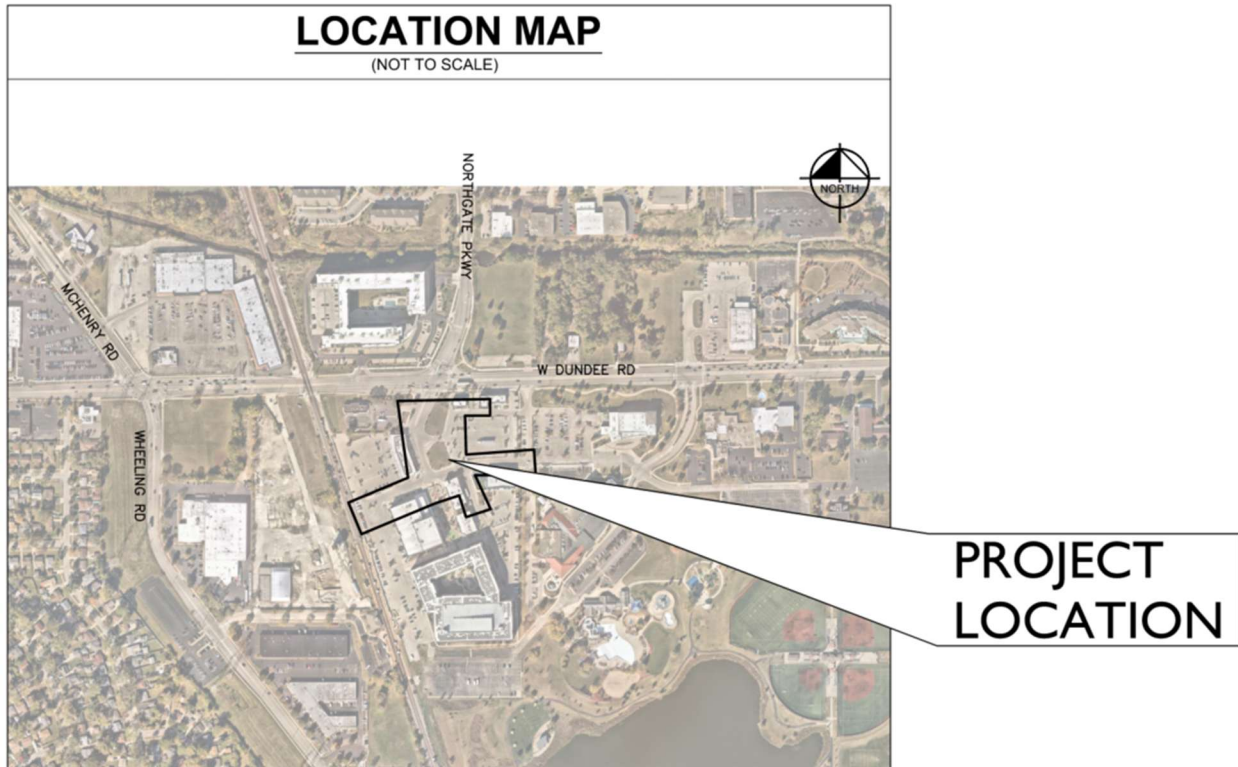


Exhibit B: Hours and Fee Estimate
Village of Wheeling, Illinois
Wheeling Town Center Streetscape Enhancements



Task		Project Manager	Senior Engineer	Project Engineer	Civil Analyst	Senior Tech	CAD Operator	Admin Prof	Direct Costs	Total Task Hours	Total Task Cost
Hourly Rate:		\$ 255.00	\$ 225.00	\$ 180.00	\$ 155.00	\$ 185.00	\$ 165.00	\$ 145.00			
1	Limited Construction Phase Services										
	a. Project Management	20						6		26	\$ 5,970.00
	b. Preconstruction coordination	5			10	4				19	\$ 3,565.00
	c. Preconstruction Meeting	3			4	4				11	\$ 2,125.00
	d. Construction Observation and Progress Meetings	20			600	24				644	\$ 102,540.00
	e. Review of Submittals, RFIs, Etc.	10	20		30					60	\$ 11,700.00
	f. Punch List	5			45					50	\$ 8,250.00
	g. Final Acceptance and Closeout	5			25					30	\$ 5,150.00
	Task 1 Subtotals =	68	20	0	714	32	0	6		840	\$ 139,300.00
2	Record Drawings										\$ 9,000.00
										Materials Testing by Rubino Engineering, Inc.	\$ 10,800.00
										Reimbursable Expenses	\$ 3,000.00
										Total Fee =	\$ 162,100.00

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as mileage, postage, supplies, express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.



MEMORANDUM

DATE: April 20, 2026
FROM: Scott Salela, Fire Chief
SUBJECT: Resolution Accepting a Previously Bid Contract for the Purchase of Two Medium-Duty Horton Ambulances from Foster Coach Sales, Inc. at a Cost Not to Exceed \$878,702
DOLLAR AMOUNT: 878,702.00
BUDGETED: Yes
BUDGET SOURCE: Capital Equipment Replacement Fund
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Financial Strength

EXECUTIVE SUMMARY

Fire Department staff recommends purchasing two Horton Ford F550 gasoline ambulances for delivery in 2028. These two units will replace the 2017 and 2018 ambulances which have reached the end of their service life. The total cost, including trade-ins, will not exceed \$878,702.

MEMO

The purchase of two new ambulances for the Fire Department is budgeted in the Capital Equipment Replacement Fund and was originally planned for 2027. Ordering new ambulances now involves a two-year production and delivery timeline. These ambulances will replace a 2017 and a 2018 ambulance that will be traded in for \$11,000 and \$12,000 respectively. This purchase will also include a new Stryker cot and power-load system for each ambulance. The trade-in ambulances include cot and power-load systems that are ten years old, which is the recommended replacement period for these systems for frontline ambulances.

For the first time since the 1990s, a different chassis will be purchased with these new ambulances. In the past, ambulances included Freightliner commercial chassis and diesel engines. Changing to the Ford F550 chassis with a gasoline engine saves \$29,819 per ambulance. The gasoline engine will also save money on vehicle maintenance costs over the life of these vehicles.

RESOLUTION No. 26-_____

**RESOLUTION ACCEPTING A PREVIOUSLY BID CONTRACT FOR THE PURCHASE OF TWO
MEDIUM DUTY HORTON AMBULANCES FROM FOSTER COACH SALES, INC.
AT A COST NOT TO EXCEED \$878,702**

WHEREAS, the Village of Wheeling (the "Village") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution, and except as limited by such Section may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Wheeling Fire Department is in need of two Type I medium-duty ambulances to replace equipment which has reached the end of its usable life; and

WHEREAS, the Wheeling Fire Department has participated in the development of unified specifications for Type I medium-duty ambulances through the Suburban Purchasing Cooperative (SPC); and

WHEREAS, the SPC has solicited competitive bids for said vehicles, and based on a review of all bids received has selected Foster Coach Sales, Inc. of Sterling, Illinois to provide said vehicles manufactured by Horton Emergency Vehicles of Grove City, Ohio; and

WHEREAS, funds for the purchase of two (2) medium-duty ambulances are allocated in the Village's Capital Equipment Replacement Fund for Fiscal Year 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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 enter into a previously-bid contract with Foster Coach Sales, Inc. of Sterling, Illinois for the purchase of two medium-duty Horton ambulances at a cost not to exceed \$878,702.

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

President Horcher _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Ruffatto _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this 20th day of April 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



This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Foster Coach Sales Inc., an Illinois corporation ("Foster"), and Wheeling Fire Department is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the ambulance and any associated equipment manufactured or furnished for the Customer by Foster pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Foster Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Foster Proposal"** means the proposal provided by Foster prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Foster is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Foster receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Foster's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Foster's authorized representative pursuant to Section 20 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified below for the total purchase price of \$ ("Purchase Price").

Quantity	Chassis Type	Body Type	Price per Unit
1	Ford F550 4x4 GAS	Horton	\$450,851
			\$
			\$
			\$

Warranty Period: Documents provided in Bid

Payment Terms: Upon Delivery or prepay for discount

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA, KKK Standard) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. To the extent practicable, Foster will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Foster incorporate a change to the Products or the Specifications for the Products by delivering a change order to Foster; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Foster to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Foster will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Foster shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Foster's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Foster may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Foster; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Foster endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Foster upon sale of the Product to another purchaser, plus any costs incurred by Foster to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within months of the Effective Date of this Agreement, F.O.B. Sterling, Illinois. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Foster with written notice sufficient to permit Foster to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Foster within thirty (30) days from the Notice of Defect. In the event Foster does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

Other Matters:

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other:

Foster Coach Sales, Inc.
PO Box 700
903 Prosperity Drive
Sterling, Ill. 61081

Customer
Wheeling Fire Department
255 West Dundee Rd
Wheeling, IL 60090

10. Standard Warranty. Any applicable manufacturer’s warranties are attached hereto as part of the Foster Proposal and are made a part hereof. Any additional warranties must be expressly approved in writing by Foster’s authorized representative.

11. Force Majeure. Foster shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Foster’s control which make Foster’s performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Foster fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Foster.

13. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Product covered by this Agreement shall remain in the possession of manufacturer until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of manufacturer until the Purchase Price for that Product has been paid in full. In case of any default in payment, Foster may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Illinois.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Foster's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Foster's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Foster Proposal, the Foster Proposal shall control. In the event there is a conflict between the Foster Proposal and this Agreement, the Foster Proposal shall control.

20. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Foster Coach Sales, Inc.'s authorized representative.

Accepted and agreed to:

FOSTER COACH SALES, INC.

WHEELING FIRE DEPARTMENT

Name: _____

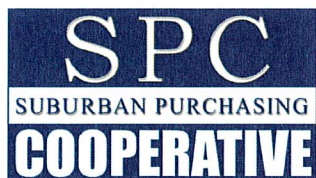
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



A Joint Purchasing Program For Local Government Agencies

July 29, 2025

Mr. Andrew Foster
Foster Coach Sales, Inc.
PO Box 700, 903 Prosperity Drive
Sterling, IL 61081

Dear Mr. Foster,

This letter is to inform you that the Governing Board of the Suburban Purchasing Cooperative has approved the second of four (4) possible one-year contract extensions of the SPC Type I Additional Medium Duty Ambulance Contract (#214) to Foster Coach Sales Inc. for Horton Emergency Vehicles from June 1, 2025 through May 31, 2026 with the following prices:

Ford F-550 4x4 – \$464,198.00

Alternate F-series Chassis Options:

- 2 WD (4x2) Diesel Chassis – **Deduct \$2,801.00**
- 4WD (4x4) Chassis with Gas Engine – **Deduct \$9,814.00**
- 2WD (4x2) Chassis with Gas Engine – **Deduct \$12,615.00**

Freightliner M2 – \$466,592.00

Alternate Freightliner Option:

- Liquid Spring Suspension – Add \$15,055.00

International MV607 – \$463,994.00

Alternate International MV607 Option:

- Liquid Spring Suspension – Add \$15,055.00

International CV 4x4 – \$462,988.00

Alternate CV Chassis Option:

- 2WD (4x2) Chassis – **Deduct \$3,000.00**

Chevy 5500 4x4 – \$462,985.00

Alternate 5500 Chassis Option:

- 2WD (4x2) Chassis – **Deduct \$3,304.00**

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

With acceptance of this contract, Foster Coach, Sterling, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of both the vendor and the SPC on a negotiated basis.

Foster Coach Sales Inc., Sterling, IL will handle all billing. Each ambulance will be assessed an administrative fee of \$1,250.00 per ambulance, which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Foster Coach Sales, Inc., Sterling. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.


Sincerely,



Ellen Dayan
Purchasing Director
Northwest Municipal Conference



Ellen Dayan, NWMC
07.29.25
Date



Andrew Foster, Foster Coach Sal
7/29/25
Date

DuPage Mayors & Managers Conference
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

Northwest Municipal Conference
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

South Suburban Mayors And Managers Association
1904 West 174th Street
East Hazel Crest, IL 60429
Kristi DeLaurentiis
Phone: (708) 206-1155
Fax: (708) 206-1133

Will County Governmental League
15905 Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700

FOSTER COACH SALES, INC.

903 Prosperity Drive Street P.O. Box 700
Sterling, Illinois 61081

Phone: (815) 625-3276
(800) 369-4215
Fax: (815) 625-7222
Web site: www.fostercoach.com

PF01317

QUOTATION

TO: WHEELING FIRE DEPARTMENT
255 WEST DUNDEE ROAD
WHEELING, IL 60090

DATE: 03/26/26

ATTN: ANDREW BUDNIK

REFERENCE: NEW AMBULANCES

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below and on the reverse side hereof.

QTY.	DESCRIPTION	EACH	NET PRICE
2	2027+ FORD F550 4X4 GAS CHASSIS ON A CUSTOM HORTON CONVERSION PER CUSTOMER SPECIFICATIONS	\$ 450,851.00	\$ 901,702.00
1	OPTION TRADE IN 2018 FREIGHTLINER CHASSIS ON A HORTON CONVERSION WITH POWER COT AND POWER LOAD SYSTEM	\$ -12,000.00	\$ -12,000.00
1	TRADE IN 2017 FREIGHTLINER CHASSIS ON A HORTON CONVERSION WITH POWER COT AND POWER LOAD SYSTEM Vehicle must be in good working condition or price subject to change	\$ -11,000.00	\$ -11,000.00
		\$ Total	\$ 878,702.00
<p>ACCEPTED BY: _____</p> <p>TITLE: _____ Date: _____</p>			

ESTIMATED DELIVERY:
2.5-3+ DEPENDING ON CHASSIS/BACKLOG

PROPOSED BY: _____
P.J. FOSTER, VICE PRESIDENT OF SALES



PRELIMINARY BUILD SPECIFICATION

Quote # QUO0000011653

Production #

Document Rev. #

Status: Draft

Prepared For:

Andrew Budnik
 WHEELING FIRE DEPARTMENT
 499 S Milwaukee Avenue
 WHEELING,
 IL
 60090
 Phone:

Presented By:

P.J. Foster
 Foster Coach
 903 Prosperity Drive
 Sterling, IL
 61081
 Phone: 800-369-4215

Option	QTY	Description
CHASSIS		
1000-0002	1	AMBULANCE SPECIFICATIONS
1000-0003	1	PREVIOUS UNIT REFERENCE NUMBER 22019 Previous unit number is as follows.
1000-1238	1	CHASSIS, 2027 FORD F-550 4X4, 193, GAS - SPECS AND PRICING ARE ESTIMATED The chassis required to complete the ambulance conversion shall be supplied by Horton. SPECS AND PRICING ARE ESTIMATED
1000-0071	1	CHASSIS ORDERED WITH ALUMINUM WHEELS The specified chassis is to be ordered to include OEM aluminum wheels.
1000-0451	1	PASS THROUGH CAB/MODULE, F SERIES Install a pass-through opening between the cab and module. Pass-through to include a bellows connection.
1000-0083	1	STANDARD CAB HEIGHT The specified chassis will have the standard cab height.
1000-0346	1	MUD FLAPS, REAR, LARGE W/LOGO Install individual rear mud flaps behind each set of rear wheels. Mud flaps to include Horton logo.
1000-0088	1	REAR DOCK BUMPERS, WIDE Install two (2) wide style black rubber standard sized dock bumpers. Locate one on either side of the rear step on the end caps.
1000-0090	1	REINFORCE REAR BUMPER END CAPS Reinforce end caps of rear bumper for greater impact resistance.
1000-0227	1	REAR STEP/ BUMPER ASSEMBLY, F SERIES Install a diamondplate rear step/bumper assembly with flip-up center section.
3000-0014	1	APPLY RUST PROOFING TO REAR BUMPER MOUNTING COMPONENTS. Apply rust proofing to all mounting components of the rear bumper.
1000-0149	1	LIQUID SPRING SUSPENSION, F 550

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Install a Liquid Spring hydraulic rear suspension. Wire system to dump when the left rear entry door is opened. Install manual controls in the cab near the driver.
3000-0005	1	BATTERY: ADDITIONAL, FORD Additional batteries will be installed in the battery location in the quantity noted
SR00356011	1	ADDITIONAL BATTERY NOTE Locate the selected additional battery in the Streetside intermediate compartment.
3000-0407	1	RECEIVER/DRYER KIT, FORD F-SERIES CHASSIS Install standard receiver/dryer kit w/pressure switch in the air conditioning system.
BODY		
2000-0179	1	AMBULANCE BODY Conversion model is to be a 623F-I using a Ford F Series chassis. Body length is 173".
2000-0237	1	CRASH BARRIER SAFETY CONFIGURATION The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment. Compartment to include standard LED strip lighting.
SR00349388	1	CRASH BARRIER SAFETY CONFIGURATION NOTES Install a custom diamond plate crash barrier compartment per drawing. Include a single exterior door with a single Nader pin. Interior access to extend as close to floor as possible. Floor to be sweep out with DA finish. Include a stainless steel sill plate. Actual Dimensions: 31.5"W x 58.56"H x 21.36"D Clear Opening: 28.87"W x 46.93"H Dimensions include 6" body drop. Note: Minimum 73.5" squad bench length required Install (2) adjustable shelves. Size flange height same as if Dri-Dek were installed. Locate: (1) At interior floor level Locate: (1) Spaced evenly above in the I/O area.
2000-0014	1	HEADROOM, 74" The headroom is to be 74".
2000-0240	1	EMBOSSSED DIAMONDPLATE AT SIDE ENTRY DOOR Fabricate the side door stepwell using embossed diamond treadplate.
2000-0245	1	DOUBLE STEP CURBSIDE ENTRY, 6" DROP SKIRT Fabricate curbside of body with 6" drop skirt. To include two step side entry.
2000-0246	1	STREETSIDE 6" DROP SKIRT Fabricate streetside of body with 6" drop skirt.
2000-0249	1	ENHANCED INSULATION PACKAGE Install the enhanced insulation package.
2000-0250	1	SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE Install standard sound control package.
2000-1050	1	ROOF POCKET, AUXILIARY CONDENSER Install a roof pocket for a CoolTech I unit.
2000-0506	1	ELECTRONIC PRIVACY WINDOW For Rear Entry Doors Two (2) fixed electronic privacy windows shall be installed in the rear entry doors.
2000-0263	1	PRIVACY WINDOW, SLIDING FOR SIDE ENTRY DOOR Install a sliding tinted privacy window in the side access door.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2000-0265	2	EMERGENCY RELEASE, REAR DOORS Install standard emergency release knobs on top and bottom of the rear module entrance doors.
2000-0704	1	EMERGENCY RELEASE, SIDE ACCESS DOOR Install emergency release knobs on top and bottom of the side module entrance door.
2000-0010	1	DOOR HANDLES Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.
2000-0811	1	VI-TECH MOUNTING, F SERIES Install standard Vi-Tech body mounts.
SR00349353	1	DIAMOND PLATE SPLASH SHIELDS Fabricate the splash shields on the front face from diamond plate.
2000-0690	1	FENDERS, STAINLESS, STD, CS 6" DROP SKIRT Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the curbside rear wheelwell location.
2000-0691	1	FENDERS, STAINLESS, STD, SS 6" DROP SKIRT Install a stainless steel fender, for use in conjunction with a 6" drop skirt, at the streetside rear wheelwell location.
2000-0586	1	C CHANNEL RUB RAILS Install 'C' channel style lower body rub rails.
SR00349403	1	FENDER AND RUB RAIL CONFIGURATION Vehicle includes a 6" streetside and curbside drop skirt. Install fenders for a 3" drop skirt on both sides and lengthen the rub rails so they extend below the fenders forward of the rear wheels.
2000-0276	1	EXTENDED DIAMOND PLATE CORNER GUARDS Install extended diamond plate corner guards that extend to the bottom of the paint stripe or pin stripe which ever is applicable.
SR00349369	1	EXTENED CORNER GUARD NOTE The height of the front corner guards to be 36"H.
2000-0281	1	REAR DOOR HOLD OPENS, GRABBER Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLDOPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)
2000-0583	1	ENTRY DOOR THRESHOLDS, LINE-X Apply black Line-X to the side and rear entry door thresholds. Delete the standard anti-slip tape.
2000-0584	1	REAR RISER ADP The rear riser is to be fabricated out of polished aluminum diamondplate.
2000-1108	1	LICENSE PLATE BRACKET, STREETSIDE OF BODY Install a recessed rear license plate bracket in the streetside of the rear body. Include an LED license plate light.
SR00349361	1	DOOR REFLECTOR - DELETE Delete all stick-on rectangular reflectors on exterior of body and interior entry door panels.
2000-0282	1	FUEL FILL PLATE Install a stainless steel plate on the body face below the fuel fill housing.
COMPARTMENTATION		
2900-1553	1	STREETSIDE FORWARD COMPARTMENTS

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		The height of the streetside front compartment is to be the reduced. An electrical compartment is to be installed above the primary compartment. See drawings for compartment dimensions. Both compartments are to include standard LED strip lighting and single hinged doors. The upper compartment is to include a vent in the door. All electrical components usually installed in the intermediate compartment shall be relocated to this compartment.
SR00349347	1	EXTERIOR COMPARTMENT DOOR PANELS - FLAT ALUMINUM Fabricate all exterior compartment door panels from flat aluminum with a D/A finish.
SR00349367	1	KKK LABEL LOCATION NOTE Do not install label on oxygen compartment door. Install on forward door of streetside intermediate compartment.
2000-0400	1	SS FORWARD COMPT. DIAMONDPLATE The streetside forward compartment is to be fabricated from diamondplate.
2000-0225	1	SWEEP OUT COMPARTMENT FLOOR, SS FRONT Streetside forward compartment floor is to be sweep-out style.
SR00349379	1	SWEEP-OUT FLOOR CONFIGURATION All sweep-out floors shall be fabricated from flat aluminum with a D/A finish.
2900-0095	1	SILL PLATES, STREETSIDE FRONT Install a stainless sill plate on the streetside forward compartment.
2900-1555	1	STREETSIDE INTERMEDIATE COMPARTMENT The height of the streetside intermediate compartment is to be the full available height to the bottom of the interior countertop. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.
SR00349355	1	SS INTERMEDIATE COMPT NOTCH Notch upper rear compartment for interior cabinetry per drawing.
SR00356094	1	ADDITIONAL BATTERY STORAGE - STREETSIDE INTERMEDIATE COMPT. The additional OEM battery shall be located in a sealed battery box on a pull-out tray that is vented to the outside through the back compartment wall in the Streetside Intermediate compartment per drawing. Locate in forward section of compartment just rear of PD Box with enough room to access. Additional battery to be wired in conjunction with the (2) OEM batteries under the hood.
2000-0402	1	SS INTRMDT COMPT. DIAMONDPLATE The streetside intermediate compartment is to be fabricated from diamondplate.
2900-0144	1	ADJUSTABLE SHELF STREETSIDE INTERMEDIATE Centered Install adjustable shelving in the streetside intermediate compartment. Locate as noted.
2000-0624	1	SWEEP OUT COMPARTMENT FLOOR SS INTERMEDIATE COMPT Streetside intermediate compartment floor is to be sweep-out style.
2900-4005	1	SILL PLATES, STREETSIDE INTERMEDIATE Install a stainless sill plate on the streetside intermediate compartment.
8000-0145	1	SS WHEELWELL COMPARTMENT, DELETE Vehicle is not equipped with a streetside wheelwell compartment.
2900-1824	1	STREETSIDE REAR COMPARTMENT 63.01"H The streetside rear compartment is to be custom sized per dimensional information provided. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and double hinged doors.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2000-0404	1	SS REAR COMPT. DIAMONDPLATE The streetside rear compartment is to be fabricated from diamondplate.
SR00349345	1	COMPARTMENT NOTCH - STREETSIDE REAR Notch the upper back wall to accommodate the 6"D (I.D.) lower rear main wall cabinet.
SR00349376	1	C-CHANNELS - STREETSIDE REAR Install (2) C-channels mounted vertically on back wall. Space evenly in area below upper notch per drawing.
2000-0608	1	SWEEP OUT COMPARTMENT FLOOR SS REAR COMPT Streetside rear compartment floor is to be sweep-out style.
2900-4007	1	SILL PLATES, STREETSIDE REAR Install a stainless sill plate on the streetside rear compartment.
2900-1826	1	CURBSIDE REAR COMPARTMENT Width Reduced 7" The curbside rear compartment is to be custom sized per dimensional information provided. See drawings for compartment dimensions. Compartment is to include standard LED strip lighting and a single hinged door.
SR00349442	1	CURBSIDE COMPARTMENT DEPTH INCREASE The depth of the curbside compartments shall be increased by 1" to 21.3"D. No stair chair pocket required.
2000-0409	1	CS REAR COMPT. FLAT ALUMINUM The curbside rear compartment is to be fabricated from flat aluminum.
2900-2913	1	LINED COMPARTMENT, CURBSIDE REAR Spray the curbside rear compartment with Line-X lining. Material color is noted below.
SR00349372	1	LINE-X NOTE - CURBSIDE REAR Do not coat floor or ceiling.
2900-0149	1	FIXED SHELF CURBSIDE REAR Right Side of Right Divider - 40" Above Floor at Bottom of I/O Opening Install a fixed shelf in the curbside rear compartment using (4) cast shelf brackets, (2) for right wall, (2) for left wall. Install cast brackets directly to the compartment walls. Locate shelf as noted.
2900-0148	2	ADJUSTABLE SHELF CURBSIDE REAR Spaced Evenly Above the Fixed Shelf for I/O Access Install adjustable shelving in the curbside rear compartment. Locate as noted.
2900-4070	1	FIXED VERTICAL DIVIDER, CURBSIDE REAR (1) 11" From Right Wall Install a 16" deep fixed vertical divider in the curbside rear compartment. Locate as noted above.
2900-2915	1	LINED DIVIDER, CURBSIDE REAR (1) 11" From Right Wall Spray the specified curbside rear compartment divider with Line-X lining. Material color is noted below.
SR00349444	1	BACKBOARD RETENTION BAR Fabricate and install a bedliner coated retention bar to hold back boards. Locate 60" above the floor.
2000-0611	1	SWEEP OUT COMPARTMENT FLOOR CS REAR COMPT Curbside rear compartment floor is to be sweep-out style.
2900-4008	1	SILL PLATES, CURBSIDE REAR Install a stainless sill plate on the curbside rear compartment.
8000-0090	1	CS INTRMDT COMPT, DELETE Vehicle is not equipped with a curbside intermediate compartment.
8000-0143	1	CURBSIDE FRONT COMPT DOOR DELETE

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2900-4082	1	LINE-X LINER COLOR, GRAY The specified Line-X lining is to be gray in color.
2900-1204	1	DRI DECK, BLACK Black Dri-Deck is to be installed on the floor and shelving of all exterior compartments. To include tapered edge trim pieces where applicable.
PAINT AND GRAPHICS		
5000-0004	1	CHASSIS PAINT Pierce 107 RED (Crossmatched to PPG Equivalent) Paint chassis special color as noted above.
5000-0189	1	MODULE PAINT Pierce 107 RED (Crossmatched to PPG Equivalent) The module body is to be painted a special paint color and paint code as noted above.
5000-0014	1	PAINT PANEL: SAMPLE Pierce 107 RED (Crossmatched to PPG Equivalent) A painted test panel shall be prepared with the paint color and number noted above,
5000-0081	1	DIAMONDGRADE CHEVRON, FULL REAR Fluorescent Yellow Green, Red Install full rear body chevron pattern using Diamondgrade material. Install inboard or vertical corner posts and below upper drip rail.
5000-0079	1	DIAMONDGRADE CHEVRON, ACCESS DOOR PANELS Fluorescent Yellow Green, Red Install a Diamondgrade chevron on the lower interior door panels on all body access doors.
5000-0197	1	ACCESS DOORS, DIAMOND GRADE, CENTER PANEL CHEVRONS Fluorescent Yellow Green,Red Install Diamond grade chevrons on the center inner door panels of all entry doors.
SR00356134	1	CHEVRON EDGE SEAL - REAR FACE & ENTRY DOOR PANELS Outline entire border of Chevrons with Red non-reflective 0.50" vinyl pinstripe to match Red Chevrons as closely as possible.
SR00356135	1	C-CHANNEL RUB RAIL STRIPE Install a .750" Red/White diamond grade stripe through the center of the C-Channel rub rails.
INTERIOR FEATURES		
2000-1120	1	POLYCARBONATE COLOR: LIGHT TINT All polycarbonate doors to be 'light tint'.
2000-0293	2	STAINLESS STEEL COUNTER TOPS Inhalation Countertop & Crash Barrier Countertop Fab and install Stainless pan formed countertops in the patient area.
2000-0299	1	STAINLESS STEEL-INHALATION AREA WALLS: The rear and side walls bordering the inhalation area are to be covered with brushed stainless steel.
SR00349365	1	ADDITIONAL STAINLESSS WALL COVERING - CPR SEAT AREA Install brushed stainless steel in the area behind the CPR seat.
2000-0301	1	STAINLESS STEEL-INHALATION PANEL: The inhalation panel is to be fabricated from brushed stainless steel. All edges are to be filed.
2000-0643	1	SILVER METALLIC CG TECH INTERIOR COLOR The patient area walls, inner door panels and inhalation panel (EXCLUDING the main cabinet wall and associated areas such as the action area, CPR seat and telemetry area when equipped) are to be finished with Silver Metallic CG Tech material. Requires stainless risers and lower door panels.
SR00349382	1	FLOORING MATERIAL Install Loncoin II Fleckstone Onyx (NO TOP SEAL) flooring.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2000-0324	1	STAINLESS STEEL RISERS Install stainless steel on the interior risers. If a cabinet riser accent stripe is ordered the stainless steel will stop at the bottom edge of the stripe.
2000-0325	1	STAINLESS STEEL LOWER DOOR PANELS Finish lower section of inside patient compartment doors with stainless steel.
SR00349401	1	STAINLESS LOWER DOOR PANEL NOTE Extend the lower door panels upward to adjoin the center door panels on all doors so no CG-Tech is exposed.
2000-0667	1	FASHION GREY CABINET COLOR All interior cabinetry is to be painted Fashion Grey.
2000-0709	1	CABINET PAINT TO BE SMOOTH The specified cabinet paint is to have a smooth finish.
2000-3015	1	DESERT ROSE VACU-FORM VINYL COLOR All seat cushions, backrests and vinyl closeouts are to be covered in Desert Rose colored material.
2000-3011	1	VACUFORMED UPHOLSTERY All seat cushions including head and back cushions are to be vacuformed style with .5" overhang. All closeouts are to be covered with matching material and installed per standard. Head, backrest and HOPS cushions are to be made and attached per standard. Bucket seats to be specified separately.
2000-0326	1	STANDARD FIXED SEATBASE Install the standard aluminum fixed seat base for the attendant's seat specified.
2000-1597	1	USSC CHILD, BLACK 4-POINT, DESERT ROSE Install a vacu-formed Desert Rose USSC high back bucket seat with integral child safety seat and black 4pt seatbelt and safety vest. The seat to be adjustable front to rear and is to be mounted at the head of the cot.
2000-1754	1	OCCUPANT RESTRAINT. HEAD OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the head position of the squad bench. Color is to be black.
2000-1758	1	OCCUPANT RESTRAINT. FOOT OF BENCH, BLACK Install an MBrace 4-pt seatbelt at the foot position of the squad bench. Color is to be black.
2000-1024	1	INFANT SEAT ANCHORAGE Install infant seat mount at the foot of the bench.
2000-0605	1	ALUMINUM INTERIOR CABINETS All interior cabinets are to be fabricated from aluminum.
3000-1119	1	TUBULAR AIRBAG, ATTENDANT'S SEAT Install a tubular airbag at the attendant's seat. Unit uses an angled upper inhalation cabinet and includes a cabinet beneath the main countertop.
3000-1125	1	HEAD CURTAIN AIRBAG, ATTENDANT'S SEAT Install a head curtain air bag for the attendant's seat for use with a standard linen cabinet.
3000-1126	1	AIRBAG SENSOR Install the standard airbag sensor in the standard location.
3000-1127	1	TUBULAR AIRBAG, CPR SEAT LOCATION. Install a tubular airbag forward of the CPR seat.
2000-0575	1	CABINET TRIM RADIUSED Install smooth radiused trim molding on all applicable interior cabinets.
2900-0207	1	IV HANGER, CP WITH RUBBER ARM BENCH CHEST Per Drawing Install a Cast Products recessed IV hanger with rubber arm over the bench chest area.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2900-0208	1	IV HANGER, CP WITH RUBBER ARM BENCH WAIST Per Drawing Install a Cast Products recessed IV hanger with rubber arm over the bench waist area.
2000-1311	1	GRAB RAIL: 6FT YELLOW ANTI-MIC, OVER BENCH Curbside Edge of Center Ceiling Plate per Drawing Install a standard style 6' main grab rail with yellow anti-microbial coating. Locate offset toward the bench wall in the patient area ceiling.
2000-1320	1	GRAB RAIL: 8FT YELLOW ANTI-MIC CENTER Streetside Edge of Center Ceiling Plate per Drawing Install a standard style 8' main grab rail with yellow anti-microbial coating. Locate centered in the patient area ceiling.
2000-1307	1	VERTICAL GRAB RAIL, 2' YELLOW, BOLSTER Install a standard style 2' grab rail with yellow anti-microbial coating. Locate on the bench bolster at the side access door angled upward toward the forward end.
2000-1308	1	PATIENT DOOR GRAB RAILS: YELLOW ANTI-MICROBIAL Install standard 'V' shaped grab rails with yellow anti-microbial coating. Locate on the interior door panels of all three patient entry doors.
2000-0423	1	CEILING MATERIAL, PLATINUM WHITE COMPOSITE The standard module ceiling material shall be platinum white aluminum composite.
2000-0578	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a five lb ABC fire extinguisher.
2000-0579	1	FIRE EXTINGUISHERS: 5LB ABC SHIP LOOSE Supply and ship loose a second five lb ABC fire extinguisher.
SR00349358	1	GLOVE STORAGE ABOVE REAR ENTRY DOORS Glove storage for (2) glove boxes shall be provided in the closeout above the rear entry doors. Include hinge-up padded doors with oval access openings and ball-catch latches. Glove Box Size: 10.5"W X 5.5"H X 4"D
STREETSIDE CABINETS		
2000-0337	1	LINEN CABINET Install a standard storage cabinet behind the attendant seat.
SR00349406	1	ELECTRONICS CABINET DOOR NOTE Install a stainless steel vent in the electronics cabinet door per drawing.
2900-1076	1	FIXED SHELF, UPPER LINEN CLOSET Fab and install a fixed aluminum shelf in the upper section of the linen cabinet. Shelf is to be painted to match the cabinet color.
SR00356138	1	LINEN CLOSET DRAWERS Install (3) drawers stacked in the center of the linen closet per drawing. Size: Approximately 5.125"H by maximum width and depth All drawer trays to be non-painted with a D/A finish. Each drawer to have large side-mounted slides and a Southco flush pull ring latch.
2900-1078	1	FIXED SHELF, LINEN CLOSET, CENTER SECTION Fab and install a fixed aluminum shelf in the middle section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-1083	1	ADJUSTABLE SHELF LOWER LINEN CLOSET Fab and install an adjustable aluminum shelf in the lower section of the linen cabinet. Shelf is to be painted to match the cabinet color.
2900-2029	2	SOLID LAMINATE-COVERED LINEN CLOSET DOOR

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Install hinged solid doors on the linen cabinet. Cover in laminate to match the interior.
2900-1070	1	PIANO HINGE FOR LINEN CLOSET TOP DOOR The upper linen cabinet door(s) is/are to use piano style hinge.
2900-1074	1	PIANO HINGE FOR LINEN CLOSET LOWER DOOR The lower linen cabinet door(s) is/are to use piano style hinge.
2900-1056	1	SOUTHCO LOCKING LATCH, LINEN CABINET DOOR TOP, Install a stainless flush mount Southco locking pull latch on the upper linen cabinet door.
2900-1065	1	SOUTHCO LATCH FOR LINEN CABINET DOOR, LOWER Install a stainless flush mount Southco pull latch on the lower linen cabinet door.
2000-0343	1	STREETSIDE WALL WITH CPR SEAT Street side cabinet wall to include a CPR seat.
2000-1762	1	OCCUPANT RESTRAINT. CPR SEAT, BLACK Install an MBrace 4-pt seatbelt at the CPR seat position. Color is to be black.
2000-0310	1	CPR SEAT, 28" WIDTH Streetside CPR seat width to be 28".
SR00349400	1	CPR SEAT SCAB COVERING Install matching flooring material on the scab area behind the CPR seat to match what is provided on the bench area scab.
2900-4087	1	ANGLED UPPER CABINET, FORWARD OF CPR SEAT The upper cabinet forward of the CPR seat is to be angled.
2900-4094	1	STRAIGHT UPPER CABINET, AFT OF CPR SEAT 18.75H X 36.5W X 16D The upper cabinet aft of the CPR seat is to be straight with no angle.
2000-1162	1	POLYCARBONATE SLIDING, REAR CPR CABINET Cabinet specified above is to have sliding polycarbonate doors.
2900-1169	1	FIXED VERTICAL DIVIDER, REAR CPR CABINET Centered Install a fixed aluminum vertical cabinet divider.
2900-1171	2	ADJUSTABLE SHELVING, REAR CPR CABINET Install painted adjustable shelving in upper cabinet aft of the CPR seat.
2900-1164	1	LIFT UP CABINET FRAMES, REAR CPR CABINET Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and latches.
2000-2050	1	CUSTOM CABINET, Cabinet 1 Dimensions: 18.75H x 36.5W x 6D - Location: BELOW REAR UPPER CABINET Main wall cabinet #1 dimensions are to be as noted above. Note that dimensions are I.D.
2000-1123	1	POLYCARBONATE SLIDING, CABINET 1 Cabinet specified above is to have sliding polycarbonate doors.
2900-0061	2	INTERIOR ADJUSTABLE SHELVING Cabinet 1 Install painted adjustable shelving in cabinet #1.
2900-4103	1	LIFT UP CABINET FRAMES, UPPER INHALATION CABINET Install a flip-up restocking cabinet frame on cabinet noted above. Includes gas shocks and horizontal latches.
2000-2058	1	UPPER INHALATION CABINET 14.75H x 60.75W x 16D Upper inhalation cabinet dimensions are to be as noted above. Note that dimensions are I.D.
2000-1156	1	POLYCARBONATE SLIDING, UPPER INHALATION CABINET Cabinet specified above is to have sliding polycarbonate doors.
2900-1094	2	INTERIOR SHELVING, UPPER INHALATION CABINET

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Install painted adjustable shelving in upper inhalation cabinet.
2900-1092	1	FIXED VERTICAL DIVIDER, UPPER INHALATION CABINET Centered Install a fixed aluminum vertical cabinet divider.
2000-0347	1	STORAGE BENEATH THE CPR SEAT Provide a hinged CPR seat cushion with storage located underneath.
2000-0349	1	GAS HOLD OPEN FOR LIFT UP CPR SEAT CUSHION Provide a gas holdopen on the flip-up CPR seat cushion to keep the cushion in the upright position when opened.
2000-0348	1	RECESSED PADDLE LATCH. CPR SEAT Provide a recessed paddle latch in the cabinet riser to secure access to the CPR seat storage area.
2000-0358	1	S/W STORAGE IN A TIP OUT DOOR IN MAIN CABINET WALL Install both sharps and waste containers on a tip-out door within the main cabinet wall. Locate aft of CPR seat below counter, if so designed. Containers are to be supplied by Horton.
SR00349370	1	TIP OUT SHARPS NOTES Locate below the rear portion of the Inhalation area countertop per drawing. Include a #8990 sharps containers only.
SR00349384	1	DRAWER BELOW INHALATION AREA Install a pull out drawer in main wall located below the Inhalation area countertop per drawing. Size: 9.25"W x 10.875"H x 16"D (All I.D.) Drawer face to be solid trimmed edge construction. Include Large side-mounted slides and flush pull ring latch. All surfaces of drawer tray to be non-painted with a D/A finish.
CURBSIDE CABINETS		
2000-0359	1	SQUAD BENCH WITH NO CUPS OR WELLS Provide storage under the squad bench lid/cushion(s). The area shall run where possible under the bench. The storage pan is to be fabricated from aluminum and painted to match the interior.
SR00349392	1	INTERIOR CRASH BARRIER CONFIGURATION Install (2) vertically hinged solid CG-Tech covered doors on the aisle side of the I/O opening. Include piano hinges and Southco flush pull ring latches. Include a stainless steel sill plate. Install (1) aisle-facing drawer beneath the crash barrier countertop (selected separately) per drawing. Size: MAX WIDTH x 6"H x 16.25"D (All I.D dimensions) Include stops to avoid contact with cot. Include Large side-mounted slides and flush pull ring latches. All surfaces of drawer trays to be non-painted with a D/A finish.
SR00349371	1	SHARPS/WASTE STORAGE - HEAD OF BENCH Install an aluminum sharps/waste cabinet recessed at the head of the bench. Include sliding port laminate covered aluminum doors in a lift-up frame for container access. Top of cabinet to be even with top of bench cushions. Install hinge on left side of lid to open towards the crash barrier. Set up for (2) 8970 containers, (1) to have lid removed for waste.
2000-0743	1	SINGLE CUSHION SQUAD BENCH The squad bench cushion is to be one piece.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

2000-0380	1	BENCH HOLD OPENS: GAS Install gas spring hold opens on squad bench lid.
SR00349363	1	GAS HOLD OPEN NOTE Install (1) gas hold open on each end of each bench lid. Total of (2).
2000-0585	1	BENCH HOLD-DOWN: PADDLE LATCHES (SINGLE) Install a recessed paddle latch into the squad bench riser to retain the squad bench lid in the closed position.
2000-0382	1	BENCH CUSHION EDGE TRIM: Trim bench cushion edge with protective aluminum trim, to protect horizontal edge of squad bench cushion from tears.
2000-1793	2	BENCH BACK CUSHION, PORT The MBrace backrest cushions for the bench seating positions are to be Port #8533 in color. Seat cushion and closeout colors are listed separately.
2000-1798	1	CPR SEAT BACK CUSHION, PORT The MBrace backrest cushions for the CPR seat are to be Port #8533 in color. Seat cushion and closeout colors are listed separately.
SR00349374	1	CABINET OVER CRASH BARRIER Fabricate and install a bench side ceiling cabinet over the crash barrier per drawing. To include a top hinged solid door with Southco latch. Size: 14.75H x 11.75W x 11D (ID) NOTE: 12V prewire located inside this cabinet (stated elsewhere)
2900-0121	1	BENCH CABINET, HINGED DOORS & O2 OUTLET Fabricate and install a bench ceiling cabinet above the squad bench with lift up Lexan doors. The forward portion is to include space for one O2 outlet.
SR00349387	1	BENCH CABINET NOTES Cabinet to be 6"D (I.D.) per drawing. Include (2) top-hinged Polycarbonate doors.
2900-1130	2	SOUTHCO LATCH OVERHEAD BENCH CABINET Install stainless flush mount Southco pull latches on the bench ceiling cabinet.
2900-1135	8	SELF CLOSING HINGE FOR OVERHEAD BENCH CABINET The bench ceiling cabinet door(s) is/are to use self-closing style hinges.
2900-1134	1	FIXED DIVIDER, BENCH CEILING CABINET - Centered Install a fixed aluminum vertical cabinet divider.
2900-0136	1	PASS-THROUGH ACCESS, CURBSIDE REAR Provide I/O access into the curbside rear compartment per drawings.
2900-0401	1	CS REAR I/O ACCESS DOOR, SOLID HINGED The compartment pass-through specified above is to have a solid vertically hinged door.
2900-0403	1	CS REAR I/O DOOR HINGE, PIANO STYLE The curbside rear I/O door is to use a piano style hinge.
2900-0405	1	CS REAR I/O DOOR LATCH, SOUTHCO SS
FRONT WALL CABINETRY		
2000-1404	1	CAB TO MODULE PASSTHROUGH WINDOW

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Provide a sliding pass-through window between the patient area and the chassis cab on the cab side.
SR00356141	1	GLOVE BOX STORAGE - UPPER FRONT WALL Install storage for (2) glove boxes surface mounted on the upper portion of front wall per drawing. Door will be polycarbonate and include openings for access to each storage area. The header will be top hinged for restocking or removal of glove boxes. Glove box size: 10.5"W x 5.5"H x 4"D
SR00356142	1	GLOVE BOX STORAGE - LOWER FRONT WALL Install storage for (2) glove boxes surface mounted on the lower portion of front wall per drawing. Door will be polycarbonate and include openings for access to each storage area. The header will be top hinged for restocking or removal of glove boxes. Glove box size: 10.5"W x 5.5"H x 4"D
COT MOUNT		
2000-0616	1	STRYKER POWER LOAD PRE-WIRE ONLY Cot Type: None Supply and install a Pre-wire only for a Stryker Power load system. Note: this option does not comply with GSA change notice 8. Certification cannot be provided unless Horton installs the entire mount assembly.
VISUAL WARNING		
3000-1230	1	WHELEN PHOTOCELL LOCATED ON OR AROUND THE DRIVER SIDE "A" PILLAR IN THE CAB, PROGRAM FOR USE WITH ALL CAPABLE WARNING LIGHTS. INCLUDE AN OVERRIDE SWITCH ON THE FRONT CONTROL PANEL. Install a Whelen Photocell sensor located on or around the driver side "A" pillar in the cab, dim all capable warning lights to 50% when activated. Include an override switch on the front control panel.
3000-0043	1	LIGHT BAR MOUNT: REAR FACE OF BODY Install the specified rear lightbar on the rear face of the body.
SR00349354	1	WHELEN TAL85, EIGHT LED TRAFFIC ADVISOR Install a Whelen TAL85, eight LED, 46.82" traffic advisor on the rear face of the ambulance body. TRAFFIC ADVISOR NOTES Locate Whelen control head in front console per drawing. Include a center ICC light cluster on top of Traffic Advisor. Lights to also function as a 3rd brake light.
3000-0817	1	TRAFFIC EMITTER 3X7 TOMAR STROBE CENTERED ON FRONT FACE WITH 3065-R-OML POWER SUPPLY. Supply and install a Tomar 3x7 strobe with chrome flange, include a 3065-R-OML power supply to be used as a traffic emitter. Install on the front face of the body without obstruction. Provide an activation switch in the front control panel and wire so that the unit will not operate unless the emergency lighting circuit is activated and the vehicle is in gear.
3500-0072	2	M9, WHITE, CLEAR LENS - FRONT FACE - [R][W][R][TOMAR][R][W][R] Install Whelen M9 series LED lights as noted. Lights to be white with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3300-5012	1	M7 RED/CLEAR LENS - CENTERED ABOVE THE REAR ENTRY DOORS Install Whelen M7 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3400-5015	4	M7 R/W SPLIT/CLEAR LENS - (2) CHASSIS INTERSECTIONS - RED FORWARD, (2) ABOVE REAR WHEEL WELLS - RED FORWARD

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Install Whelen M7 series LED lights as noted. Lights to be red/white split with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3000-5018	8	M9 RED/CLEAR LENS - (4) FRONT FACE, (2) STREETSIDE, (2) CURBSIDE PER DRAWING Install Whelen M9 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
3200-5018	6	M9 RED/CLEAR LENS - (2) REAR FACE, UPPER OUTBOARD CORNERS, (4) REAR FACE, WINDOW LEVEL Install Whelen M9 series LED lights as noted. Lights to be red with clear lenses. Lights to include chrome flanges and flash pattern programmability from the front control panel.
SR00356211	1	ION WIDE-ANGLE SERIES - GRILLE LIGHTS Install (4) Whelen ION wide-angle series Red and White split color lights with chrome bezels on chassis grille per drawing. (#WIOND) Configure: Red facing outboard
3000-0145	1	FLASH PATTERN, ALL WARNING LIGHTS TO ALTERNATE DOUBLE FLASH Program all warning lights to alternate double flash.
SR00349397	1	WINDOW LEVEL LIGHT FLASH PATTERN FLASH IN AN "X" PATTERN.
AUDIBLE WARNING		
3000-0211	1	SIREN, FEDERAL PF400Q Install a Federal PF400Q siren in the front console.
SR00356013	1	SIREN AMPLIFIER LOCATION Locate the siren amplifier behind the passenger's seat.
3000-1543	1	SPEAKERS, CAST PRODUCTS, F SERIES Install Cast Products siren speakers, applicable to Ford F-Series chassis, in the front bumper.
NON-EMERGENCY LIGHTING		
3000-0208	1	KKK SIDE BODY MARKER LIGHTS, M6 SERIES LED (PAIR) Install red Whelen M6 series LED turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication. Lights do not flash with warning lights unless otherwise specified. Includes chrome flanges.
SR00349381	1	KKK MARKER LIGHT LOCATION NOTE Locate on rear compartment doors - same position each side.
3000-0217	1	LED EXTERIOR COMPARTMENT LIGHTING Install full height LED strip lighting in all exterior compartments with the exception of any wheelwell compartments. Install vertical strips inside both sides of each compartment. The lights are to be directed toward the back of each compartment.
3000-0847	1	WHELEN OS SERIES MARKER LIGHTS. Install Whelen OS series ICC marker lights.
SR00349375	1	REAR CENTER ICC DELETE Delete the center OS series ICC marker lights. Center lights to be provided with Traffic Advisor option (spec'd separately).
3000-0240	1	M9 SERIES LED SCENE LIGHT, STREETSIDE FRONT Install a Whelen M9 LED side scene light with chrome flange on the upper streetside forward portion of the body.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

3000-0741	1	M9 SERIES LED SCENE LIGHT, STREETSIDE REAR Install a Whelen M9 LED side scene light with chrome flange on the upper streetside rear portion of the body.
3000-0748	1	M9 SERIES LED SCENE LIGHT, CURBSIDE FRONT Install a Whelen M9 LED side scene light with chrome flange on the upper curbside forward portion of the body.
3000-0762	1	M9 SERIES LED SCENE LIGHT, CURBSIDE REAR Install a Whelen M9 L.E.D. side scene light with chrome flange on the upper curbside rear portion of the body.
3000-0246	1	LOAD LIGHTS, M7 SERIES LED Install two Whelen M7 LED load lights with chrome flanges above the rear body entry doors.
3000-1444	1	TAIL LIGHTS, M6/M9 SERIES, HORIZONTAL MOUNTED Install Whelen M6 series LED stop/tail and reverse lights. and M9 series turn arrows. Install the stop/tail and reverse lights in the rear riser/kick plate with brake/tail outboard. Install the turn signals above in the rear body panels. Lights to include chrome flanges.
ELECTRICAL		
3000-0018	1	ELECTRIC DOOR LOCKS COMPARTMENT EXTERIOR Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key.
3000-0019	1	ELECTRIC DOOR LOCKS ACCESS DOORS INTERIOR Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door. Locks may be overridden by a manual slide lever or by the door key.
3000-0022	1	ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES The specified power door locks are to be wired to the chassis OEM door lock switches.
3000-0451	1	ELECTRIC DOOR LOCKS CONCEALED LICENSE PLATE Install a concealed switch in the license plate bracket to operate the power door lock circuit. Doors shall be wired to unlock only on this circuit.
3000-0414	1	ELECTRICAL SYSTEM. Install the Power-Tech by Horton electrical system.
3000-0305	1	INPOWER BATTERY SWITCH, WITH WAKE BUTTON 5 min. Install an Inpower electronic battery switch. Switch is to activate battery power through the vehicle ignition and is to include an automatic shutdown timer to deactivate battery power after the ignition is turned off. To include a wake button installed on the front console to activate the electrical system without using the key.
3000-1514	1	LIFESINE INVERTER/CHARGER, INTERFACE SWITCH Install a Vanner #LSC12-1100 LifeSine Inverter/charger in the dedicated electrical compartment as noted. Unit is to function through a switch located in the control panel. Status panels are selected separately.
3000-2151	1	VANNER CHARGER/STATUS PANEL Install a Vanner charger/status panel in standard locations.
SR00349351	1	110V/USB COMBINATION OUTLETS Install (7) Hubbell #USB20ACPDW 110V/USB combination outlets. Each 20-amp outlet to contain (1) duplex 110V, (1) USB-A and (1) USB-C ports. Locate: - (1) Forward Inhalation - (2) Below the Angled Main Cabinet - (2) Linen Closet

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		- (1) Cab Floor Behind Drivers Seat - (1) Above Crash Barrier Counter
SR00349398	1	110V EXTERIOR GRADE OUTLETS Supply and install (3) exterior grade 110V outlets with protective covers in the following locations: Locate: (1) Streetside Rear compartment, left side of back wall just below offset per drawing. Locate: (2) Crash Barrier compartment on the left wall per drawing.
SR00349373	1	DUAL PORT USB OUTLETS - CHASSIS DASH INSTALL (2) KUSSMAUL #091-219-5 (4.8-AMP) DUAL PORT USB OUTLETS IN CHASSIS DASH PER PREVIOUS UNIT. LOCATE: (1) DRIVER'S SIDE OF CAB DASH LOCATE: (1) PASSENGER'S SIDE OF CAB DASH
SR00349395	1	SHORELINE 1, 20A SUPER AUTO EJECT, RED Mount a Kussmaul Super Auto Eject 20 amp shoreline inlet rear of SS Intermediate compartment per drawing. Cover is to be red. Note: Locate status panel above shoreline per drawing.
3000-1500	1	PD BOX LOCATION, LEFT HAND SIDE, SS INT. COMPARTMENT Install the power distribution panel on the left hand side of the streetside intermediate compartment. Close off this area from the remainder of the compartment.
3000-0328	1	KUSSMAUL EZ PLATE, 20A SUPER AUTO EJECT #1 Install a Kussmaul EZ Plate for the selected 15/20A Super Auto Eject shoreline #1.
SR00356136	1	EZ PLATE WITH OS SERIES LIGHT Remove the EZ-Plate indicator light and install a Whelen OS series Green LED light with chrome flange.
3000-0327	1	EXTRA 12VDC CIRCUIT BREAKER: INTERMEDIATE COMPT An extra circuit breaker shall be installed in the streetside intermediate compartment.
3000-0332	1	REPORT LIGHT, LED Install a 12" LED report light on the action wall to light the counter area.
SR00349378	1	TECNIQ E06 SERIES - STEP WELL LIGHTS Install (2) Tecniq #E06-WS00-1 (4" round) LED lights with stainless steel trim ring. Locate: (1) on each side of Stepwell per Drawing
3000-0338	1	CLOCK, INTELLITEC LED: OVER REAR DOORS Install an Intellitec Time Manager clock over the rear doors.
3000-0350	1	ROM DUROLUMEN LED ABOVE HEAD IN CEILING A ROM Durolumen light fixture shall be provided and installed as noted above. Fixture is to be operable from the rear switch panel as well as through other means as noted within this document.
3000-0583	1	ROM DUROLUMEN LED ABOVE WAIST IN CEILING A ROM Durolumen light fixture shall be provided and installed as noted above. Fixture is to be operable from the rear switch panel as well as through other means as noted within this document.
3000-0359	7	PATIENT CEILING DOME LIGHTS WHELEN LED

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		Install Whelen 80COEHCR LED dome lights in the patient area ceiling. The lights will have a high/low feature with the switch in the rear control panel.
SR00349386	1	DOME LIGHT PROGRAMMING Turn all domes on with battery switch to Low intensity. Match previous unit.
3000-0417	1	3 SWITCH PANEL BOLSTER FACE STEP WELL Install a Power-Tech by Horton 3-switch control panel on the bench bolster facing the stepwell.
3000-0420	1	3 SWITCH PANEL ON WALL REAR ENTRY DOOR Install a Power-Tech by Horton 3-switch control panel on the right rear entry door.
SR00349399	1	ELECTRONIC PRIVACY WINDOW SWITCHES Include an Electronic Privacy Windows switch in the Rear Control Panel along with the stated 3-Switch panels below: Locate: Privacy Switch on 3-Switch panel on Bolster Locate: Privacy Switch on 3-Switch panel on Rear Door panel
3000-1648	1	TIMER, CHECK-OUT LIGHTS, BOLSTER STEPWELL Install an electronic momentary touch timer switch in the specified switch panel on the side of the bolster facing the side stepwell. The switch will enable time limited operation of the specified LED check-out lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-1679	1	TIMER, LED CHECK-OUT LIGHTS, REAR DOOR PANEL Install an electronic momentary touch timer switch in the specified switch panel on the right rear entry door panel. The switch will enable time limited operation of the specified LED check-out lights with the battery switch in the 'off' position. Set timer to 15 minutes.
3000-1681	1	DUMP OVERRIDE, REAR DOOR PANEL Install the dump override switch in the panel selected for the right rear entry door inner panel.
3000-0007	1	BACKUP ALARM RESET, MOMENTARY Install a back-up alarm and provide a momentary backup alarm reset button on the front console.
SR00349380	1	12V PREWIRES Supply and install (3) sets of 12V prewires for future installation of a Streamlight charging base or similar accessory. Coil, cap and label appropriately. Locate: (1) Streetside Rear Compartment, Lower Forward Corner Configure: Battery Hot Locate: (1) Behind the Passenger Seat Configure: Battery Hot Locate: (1) Cabinet above Crash Barrier Configure: Battery Hot
SR00356140	1	REVERSE SENSE WIRE - FRONT CONSOLE Provide a reverse sense wire in front console. Label, coil and cap for future use.
3000-0031	1	CAMERA LOCATION: OVER REAR DOORS, EXTERIOR The integrated camera system noted is to include a camera installed over the rear doors on the vehicle exterior for use in reverse.
3000-0032	1	CAMERA LOCATION: OVER REAR DOORS, INTERIOR

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		The integrated camera system noted is to include a camera installed over the rear doors on the vehicle interior for use as a patient compartment monitor.
SR00349383	1	<p>BRIGADE CAMERA MONITOR Install a Brigade #VBV-770HFM 7" windshield mounted monitor and required cabling. Mount using a heavy-duty RAM mount (#BEA32K008). Bracket to mount to OEM mirror mount.</p> <p>DEFAULT TO INTERIOR CAMERA UPON IGNITION.</p>
PROGRAMMING		
6000-0001	1	<p>LIGHT PROGRAMMING: SIDE REAR SCENE The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.</p>
SR00349357	1	<p>SCENE LIGHT PROGRAMMING Program the side body scene lights to activate when any respective side compartment door is opened.</p>
6000-0002	1	<p>LIGHT PROGRAMMING: RIGHT SIDE SCENE The right side scene lights shall come "on" when the side patient door is opened.</p>
6000-0003	1	<p>LIGHT PROGRAMMING: LOAD LIGHT Program the rear load lights to activate with transmission reverse plus the standard mode of operation.</p>
6000-0018	1	<p>WHITE LIGHT CUTOFF SWITCH Provide a switch in the front control panel to deactivate all forward facing white lights. This includes wig wag flashers if ordered.</p>
SR00356139	1	<p>PROGRAMMING - STEADY BURN OPTION Program a switch for the Flash Pattern screen in the front control panel that will set all warning lights to "Steady Burn". Label as "Steady Burn Option".</p>
6000-0006	1	<p>PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.</p>
3000-1269	1	<p>MODULE DISCONNECT, DEFAULT TO "ON" Program the Module Disconnect to 'On' with battery activation.</p>
SR00349389	1	<p>HEAT/AC PROGRAMMING Set Heat/AC to default to 72 degrees upon system start-up.</p>
SR00349402	1	<p>LOW OXYGEN PRESSURE ALARM SETTING Program the low oxygen pressure alarm to activate at 200 psi.</p>
SR00349404	1	<p>PRIMARY/SECONDARY PROGRAMMING All lights to remain on in Primary and Secondary mode. Program forward facing White lights and Opticom to be "OFF" in "Park".</p>
HVAC		
3000-1616	1	<p>COOLTECH I, F SERIES Install a Cool-Tech I 4-fan 100,000 BTU condenser in the recessed pocket in the roof of the body.</p>
3000-4027	1	<p>12V HVAC, ATTENDANT'S SEAT Install a Pre-charged 12V heat/AC system with brushless motor below the attendant seat.</p>
SR00349346	1	<p>NFPA VENT COVERS - ALUMINUM PAINTED An NFPA compliant venting system, to include a 400cfm exhaust fan along with a static vent, is to be installed. Install 9.5" aluminum covers (without manufacturer's logo) on both vents per drawings. The</p>

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

		covers shall be painted to match the body color. Activation of the venting system is to be through the rear control panel
RADIO		
3000-0432	1	ANTENNA COAX 1 Start: Cab Console, End: Front Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
SR00349393	1	COAX #1 LENGTH LEAVE 6-FT. SERVICE LOOP
3000-0608	1	ANTENNA COAX 2 Start: Bottom of Linen Cabinet, End: Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
3000-0609	1	ANTENNA COAX 3 Start: Bottom of Linen Cabinet, End: Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
3000-0610	1	ANTENNA COAX 4 Start: Bottom of Linen Cabinet, End: Rear Center of Mod Roof An RG 58U coax shall be installed terminating as noted above.
SR00349366	1	COAX 2, 3, 4, NOTES Clarification: All (3) coax to terminate in electronics cabinet.
3000-0434	1	3/8" NMO MOUNT COAX 1 Supply and install a 3/8" NMO mount in conjunction with specified coax #1.
3000-0618	1	3/8" NMO MOUNT COAX 2 Supply and install a 3/8" NMO mount in conjunction with specified coax #2.
3000-0619	1	3/8" NMO MOUNT COAX 3 Supply and install a 3/8" NMO mount in conjunction with specified coax #3.
3000-0620	1	3/8" NMO MOUNT COAX 4 Supply and install a 3/8" NMO mount in conjunction with specified coax #4.
3000-1174	1	PULL WIRE 1 Start: Cab Console, End: Inhalation Wall Install a radio cable pull wire terminating as noted above. Wire is not to be wire tied or otherwise prevented from moving freely.
3000-0441	1	RADIO PULL WIRE CONDUIT Install a radio pull wire conduit. Termination points are to be determined by the the termination points of the specified pull wire.
SR00349390	1	PULL WIRE CONDUIT NOTE Run pull wire through a 2" continuous smooth-wall conduit.
3000-0624	1	REAR RADIO HEAD PANEL: BLANK 3 A blank removable panel shall be installed in the inhalation panel for future installation of radio heads as noted.
SR00349391	1	REAR RADIO PANEL NOTE Leave adequate space between radio panel and control panel for a microphone to hang.
1000-0411	1	CONSOLE, LINE-X, W/MAP STORAGE, F SERIES Fabricate and install an aluminum cab console and spray with black Line-X material. Console is to include three (3) map/book slots at the rear of the console.
SR00349492	1	CONSOLE LAYOUT NOTES Console layout details TBD for Ford F-550 series style console.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)

SR00349493	1	MAP BOOK AND GLOVE BOX STORAGE Install a Black Line-X coated single-slot map book holder with (2) glove box holders in the the top section per drawing. Locate: On chassis bulkhead below pass-through window Reference PN21601
1000-0179	1	CUP HOLDERS, 2-TIER Install two (2) two-tier style cup holders recessed into the console.
SR00349359	1	RADIO POWER/GROUND Install three 6-gauge cables with 50-amp capacity to positive and ground studs for radio power. Wire one constant hot, one battery switched, and one ground. Locate: (1) Set in front console Locate: (1) Set behind driver's seat Locate: (1) Set inside electronics cabinet
OXYGEN		
4000-0167	1	O2 BRACKET: ZICO OTS ELECTRIC Install a Zico OTS electrically operated oxygen bracket/lift for an 'H' bottle. Locate in the streetside forward compartment. Locate control for lift in the corresponding compartment door. Includes compartment buildout.
SR00349360	1	OXYGEN ACCESS DOOR Provide access to the oxygen cylinder valve through the wall as depicted on the drawings. The oxygen access door shall be hinged so that it swings into the patient care area of the module. Door material is to match other selected cabinet doors. The opening shall be 7"W x 11"H and trimmed with anodized aluminum. Include a Southco flush pull ring latch.
4000-0022	3	O2 OUTLET, OHIO MEDICAL (1) In Inhalation Panel, (1) Forward End of Bench Ceiling Cabinet, (1) Ceiling per Drawings Install O2 outlets per instructions above. Outlets to be Ohio Medical style.
4000-0025	1	OXYGEN WRENCH Install oxygen wrench in oxygen compartment. Mount securely to wall. Mount with length of chain or cable to allow for use without being removed from the compartment.
3000-0642	1	VACUUM OUTLET, OHIO MEDICAL Inhalation Area Install a single Ohio style vacuum outlet. Locate per drawings.
4000-0179	1	ASPIRATOR, SSCOR, INHALATION AREA Install an SSCOR aspirator. The system shall include a wall mounted regulator and a canister holder. Plumb to the selected pump.
4000-0184	1	VACUUM PUMP CFP #107CDC20 Install a CFP #107CDC20 12vdc electric suction pump.
CERTIFICATIONS		
7000-0001	1	KKK-A-1822F CERTIFICATION LABEL The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

Spec Writer:

Spec Designer:

WHEELING FIRE DEPARTMENT (2027 F-550 GAS)



MEMORANDUM

DATE: April 20, 2026
FROM: Ross Klicker, Community Development Director
SUBJECT: Ordinance Granting Special Use Approval to Permit the Operation of a Heavy Motor Vehicle Repair Facility – VA Prime (250 Alderman Avenue) [Docket No. PSU25-0004]
DOLLAR AMOUNT: N/A
BUDGETED: No
BUDGET SOURCE: N/A
RECOMMENDED ACTION: Motion to Approve
STRATEGIC PLAN THEME: Economic Development

EXECUTIVE SUMMARY

Old World Granite seeks to operate a separate heavy motor vehicle repair shop within a portion of the existing industrial building at 250 Alderman Avenue, which requires special use approval. At its March 25 meeting the Plan Commission recommended approval of this request, and also granted the petitioner minor site plan approval for parking lot modifications to accommodate outdoor storage associated with the heavy motor vehicle repair shop at the March 25 Plan Commission meeting (Docket No. PSPMIN26-0002).

MEMO

The petitioner currently operates Old World Granite, a granite and quartz countertop contractor business at the subject site. Due to changes in operations, the western portion of the industrial building is no longer needed for granite/quartz operations, and the petitioner is requesting special use approval to operate a heavy motor vehicle repair shop (“VA Prime”) within that portion of the building.

As described in the petitioner’s description letter, VA Prime will perform inspection, diagnosis, repair, and maintenance of heavy motor (commercial) vehicles and trailer fabrication; all repair activities will be conducted indoors. Vehicles that are awaiting service/repair or pickup will be parked within a designated outdoor parking area in the rear of the property, identified on the Site Plan as “Heavy Motor Vehicle Repair Stalls.” As identified, the facility will operate during standard business hours. Based on the total floor area of the building, the site requires 35 parking spaces. Staff finds that the proposed shared parking supply, as shown on the Site Plan, adequately accommodates both businesses.

Parking spaces are currently not delineated at the property. The Plan Commission also granted the petitioner minor site plan approval (under Docket No. PSPMIN26-0002) to stripe a total of 35 parking spaces, including two Americans-with-Disabilities-Act-compliant parking spaces, to serve both the proposed heavy motor retail facility and the existing granite business.

Plan Commission Recommendation

At the March 25, 2026, Plan Commission hearing, Commissioner Myer moved, seconded by Commissioner Smart, to recommend approval of Docket No. PSU25-0004 granting Special Use approval in order to permit the operation of a heavy motor vehicle repair shop (VA Prime) located at 250 Alderman Avenue, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the exhibits listed below and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied

for and obtained from the Village of Wheeling prior to commencement of work.

4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment of any kind shall be parked or stored within landscape areas, drive aisles, fire lanes, or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations are prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.
11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

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 to grant special use approval for a heavy motor vehicle repair facility, subject to conditions. Condition No. 10 has been satisfied through the submittal of an Application for Business License and removed from the approving ordinance.

Attachments

Ordinance – Special Use Approval [Docket No. PSU25-0004]

Exhibits:

Detailed Statement of Operations received by the Village on 1/27/2026

Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026

PC Staff Report

Report Attachments (staff)

Findings of Fact (Draft)

Certificate of Publication

ORDINANCE NO. _____

ORDINANCE GRANTING SPECIAL USE APPROVAL TO PERMIT THE OPERATION OF A HEAVY MOTOR VEHICLE REPAIR FACILITY – VA PRIME (250 ALDERMAN AVENUE)

WHEREAS, the Plan Commission of the Village of Wheeling held a public hearing on March 25, 2026, duly noticed in the *Daily Herald* on March 10, 2026, to consider a petition by Old World Granite (hereinafter referred to as the “Petitioner”) for Special Use approval to permit the operation of a heavy motor vehicle facility, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, for the property located at 250 Alderman Avenue (hereinafter referred to as “Subject Site”) in the I-3 (General Industrial) Zoning District, Wheeling, Illinois; and

WHEREAS, this petition is associated with and contingent upon Docket No. PSPMIN26-0002, which granted minor site plan approval for related site improvements at the Subject Site, and which was approved by the Plan Commission on March 25, 2026; 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 the operation of a heavy motor vehicle facility in the I-3, General Industrial, zoning district, located at the Subject Site, hereinafter legally described:

LOT 4 IN WOLF ROAD 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.

Section C

The Special Use Approval granted in Section B of this Ordinance is to be completed substantially in accordance with the following plans and exhibits, attached hereto as **Exhibit A** and made part hereof:

- Detailed Statement of Operations received by the Village on 1/27/2026.
- Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026 Karkhanis Architects, Ltd., last revised 1/21/2026.

Section D

The Special Use Approval granted in Section B of this Ordinance is subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment of any kind shall be parked or stored within landscape areas, drive aisles, fire lanes, or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short-term or long-term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations are prohibited.

- 8. Long-term storage of heavy motor vehicles or equipment is prohibited.
- 9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
- 10. 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.
- 11. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

Section E

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

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed, this 20th day of April, 2026.

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

Trustee Ruffatto _____
 Trustee Vito _____
 Trustee Vogel _____

APPROVED this 20th day of April 2026 by the President and Board of Trustees, Wheeling, Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 21st day of April, 2026, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

Exhibit A
(Attached)

- Detailed Statement of Operations received by the Village on 1/27/2026
- Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026

Detailed Statement of Operations

Old World Granite – Special Use Application Statement

250 Alderman Avenue, Wheeling, Illinois (I-3 District)

On behalf of VA Prime Logistics Inc., the following Statement of Operations is submitted in support of a Special Use Permit request for the operation of a Heavy-Duty Motor Vehicle Repair Facility at 250 Alderman Avenue, located within the I-3 Heavy Industrial Zoning District of the Village of Wheeling.

The proposed operations are consistent with the intent of the I-3 District, which accommodates industrial, service, and transportation-related uses that require larger buildings, vehicle access, and operational flexibility, while maintaining compliance with all applicable safety, environmental, and site-development standards.

1. Heavy-Duty Truck and Trailer Repair Operations

The facility will be used for inspection, diagnosis, repair, and maintenance of heavy-duty commercial vehicles, including trucks, tractors, and trailers. Services may include, but are not limited to:

- Preventative maintenance
- DOT-style inspections
- Brake, suspension, and steering repairs
- Wheel-end and hub service
- Air system diagnostics and repair
- Electrical and lighting systems
- Cooling system repairs
- Battery and starting systems
- Tire replacement and related service

All repair activities will be conducted indoors using commercial-grade equipment suitable for heavy-duty vehicles. The scale and intensity of operations are appropriate for an I-3 district and will be managed to minimize noise, vibration, and off-site impacts.

2. Trailer Repair, Reinforcement, and Fleet Upfitting

Accessory to the primary repair use, the facility will perform trailer repair, reinforcement, and fleet upfitting, including limited welding, cutting, and installation of prefabricated components necessary to maintain safe and compliant commercial trailers.

These activities will occur entirely indoors, are limited in scope, and do not constitute mass production or industrial manufacturing.

3. Parts Installation and Limited Assembly

The facility may perform limited assembly and installation of prefabricated components such as brackets, rails, decking, lighting assemblies, or reinforcement members as required for repair or fleet functionality.

No trailer manufacturing, large-scale fabrication, or industrial assembly lines are proposed.

4. Parts Receiving, Storage, and Internal Logistics

Designated areas within the building will be used for receiving, storage, and staging of parts and materials necessary to support repair and maintenance operations.

Materials may include tires, brake components, mechanical parts, fluids, and related equipment.

All receiving and storage activities are accessory to the approved use and consistent with industrial operations permitted within the I-3 zoning district.

5. Vehicle Staging and Short-Term Parking

A portion of the site may be used for temporary staging or short-term parking of trucks and trailers that are actively being serviced or awaiting pickup. All vehicle staging will be:

- Temporary in nature
- Managed in an orderly manner

- Designed to maintain safe circulation and required parking availability

No long-term outdoor storage or abandoned vehicles are proposed.

6. Environmental, Safety, and Code Compliance

VA Prime Logistics Inc. will operate in full compliance with all applicable Village of Wheeling ordinances, building codes, fire protection requirements, and environmental regulations. Regulated materials such as used oil, filters, coolant, batteries, and absorbent materials will be properly stored and disposed of through licensed vendors. Spill prevention, housekeeping, and safety procedures will be maintained at all times.

Operations will be conducted in a manner consistent with the industrial character of the I-3 district and will not adversely impact surrounding properties.



MEMORANDUM

DATE: March 25, 2026
FROM: Marcy Knysz, Village Planner
SUBJECT: Docket No. PSU25-0004, Request for Special Use Approval to Permit the Operation of a Heavy Motor Vehicle Repair Facility (250 Alderman Avenue). **PUBLIC HEARING**
RECOMMENDED ACTION: **Recommend approval of Docket No. PSU25-0004**, granting Special Use approval in order to permit the operation of a heavy motor vehicle repair shop (VA Prime), located at 250 Alderman Avenue, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Detailed Statement of Operations received by the Village on 1/27/2026 and Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment, of any kind, shall be parked or stored within landscape areas, drive aisles, fire lanes or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations shall be prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.

11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

EXECUTIVE SUMMARY

Docket No. PSU25-0004: Old World Granite (250 Alderman Avenue, Wheeling, IL 60090), property owner, is seeking special use approval to permit the operation of a heavy motor repair facility (“Prime VA”) for the property located at 250 Alderman Avenue, zoned I-3, General Industrial, pursuant to Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19.10 Use Regulations, and associated sections.

GENERAL PROPERTY INFORMATION

Petitioner: Old World Granite, property owner

Property size: 72,712 sq. ft. (1.67 acres)

Building size: 15,269 sq. ft.

Neighboring Property Land Use(s):

North/East/South: Industrial

West: Railroad tracks/ComEd right-of-way

Existing Use of Property: Industrial (Old World Granite)

Existing Zoning: I-3, General Industrial

Comprehensive Plan Designation: Industrial

Zoning History:

- Ordinance #1277, approved 12/10/1973, granting a special use for outdoor storage (Docket No. 363).

SUMMARY OF REQUEST

Old World Granite, property owner, is seeking to operate a separate business as “VA Prime” within a portion of the existing industrial building which requires special use approval to permit the operation of a heavy motor vehicle repair shop, located at 250 Alderman Avenue.

In addition, the petitioner is seeking minor site plan approval for outdoor storage associated with the heavy motor vehicle repair shop (Docket No. PSPMIN26-0002).

SPECIAL USE ANALYSIS

A Special Use is the use of land in which, because of their unique characteristics, cannot ordinarily be allowed in a particular zoning district without consideration of their impact upon neighboring land uses and would not be detrimental to the public health, safety or general welfare. After review of the Standards summarized in this staff report, the Commission may impose reasonable restrictions that make the special use more compatible for the zoning district in which it is located, which may include conditions related to site plan aspects to mitigate adverse effects.

The petitioner currently operates Old World Granite, a granite and quartz countertop contractor business at the subject site. Due to changes in operations, the western portion of the industrial building is no longer needed for granite/quartz operations and the petitioner is requesting special use approval to operate VA Prime, a heavy motor vehicle repair shop, within a portion of the industrial building. Upon approval of the Special Use request, the

petitioner will submit building permit plans to fully demise the building to create a separate space within the western portion of the building.

As outlined in the petitioner's Detailed Statement of Operations, the facility will be used for the inspection, diagnosis, repair, and maintenance of heavy-duty commercial vehicles, including trucks, tractors, and trailers. The proposed services are described in the petitioner's submittal letter. All repair activities will be conducted indoors. Vehicles that are actively being serviced or awaiting pickup will be parked within the rear outdoor parking area identified on the Site Plan as "Heavy Motor Vehicle Repair Stalls". As identified, the facility will operate during standard business hours, and any conditions imposed by the approving authority. The petitioner did not specify the number of employees who will be working at the facility.

Floor Plan

The proposed heavy motor vehicle repair facility will occupy the western portion of the existing building. This area includes a set of bathrooms and a lounge. The petitioner proposes to install a new partition wall with a 6-foot-wide double door in the middle of the building, as well as a triple-basin in the floor. Three roll-up doors are located on the north side of the building (adjacent to the parking lot), and one roll-up door is located on the west side of the building. The west portion of the building can be accessed from either the south or west façades.

Parking

Parking spaces are currently not delineated at the property. The petitioner is proposing to stripe a total of 35 parking spaces, including 2 ADA-compliance parking spaces, to serve both the proposed heavy motor retail facility and the existing granite business, as shown on the Site Plan. Pursuant to the Village's off-street parking requirements for industrial uses, parking must be provided at a ratio of 2 spaces per 1,000 square feet of floor area for active industrial use areas and 4 spaces per 1,000 square feet of floor area for office areas. Based on the total floor area of the building, the site required 35 parking spaces. Staff finds that the proposed shared parking supply, as shown on the Site Plan prepared by Level Enterprises, LLC, last revised March 5, 2026, adequately accommodates both businesses.

Standards for Special Use: The petitioner has submitted the following responses to the standards for special use. (Any staff comments follow the petitioner's response)

1. State why the Special Use is necessary for the public convenience at the proposed location.

Petitioner: The proposed Special Use is necessary for public convenience at this location because it provides essential repair and maintenance services for commercial trucks and trailers that support local and regional commerce. Reliable heavy-duty vehicle repair services are critical to maintaining safe transportation networks, ensuring regulatory compliance, and minimizing vehicle downtime for businesses operating within the community. The proposed facility will serve local fleets and owner-operators, reducing the need for long-distance travel to obtain necessary repairs and inspections, thereby improving efficiency and safety for the community at large.

Staff: The proposed location within the I-3, General Industrial Zoning District permits heavy motor vehicle repair facilities subject to the granting of a Special Use, which the proposed use will be compatible with typical I-3 uses along Alderman Avenue.

2. State how the Special Use will not alter the essential character of the area in which it is to be located.

Petitioner: The proposed Special Use will not alter the essential character of the surrounding area. The facility will operate in a manner consistent with other commercial and industrial uses typically found in similar zoning districts. Repair activities will be conducted primarily indoors, minimizing noise, visual impact, and disruption to adjacent properties. The use will not introduce retail, residential, or high-traffic consumer activity and will maintain an orderly appearance consistent with the existing character of the area.

Staff: The proposed repair facility will utilize an existing industrial building and all repair services will be conducted inside the building. Therefore, the proposed use will not alter the essential character of the area, as the use maintains the industrial nature of the area.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to

streets giving access to it will be in harmony with and not impede the normal, appropriate and orderly development of the district in which it is to be located and the development of surrounding properties.

Petitioner: The location and size of the proposed Special Use, the nature and intensity of operations, and the size of the site are appropriate and in harmony with the orderly development of the zoning district. The site provides adequate access from public streets designed to accommodate commercial vehicle traffic. The scale of the operation is suitable for the property and will not impede surrounding development. Noise, lighting, and operational impacts will be controlled through indoor operations and standard commercial practices. The use will not generate smoke, odor, or excessive light beyond that typically associated with permitted commercial service facilities.

Staff: The proposed heavy motor vehicle repair facility will occupy an existing developed site with sufficient building area, circulation space, and parking to support the use. No expansion of the building footprint is proposed. Vehicular access from Alderman Avenue is adequate for the proposed use. The Special Use will not interfere with the normal or orderly development of adjacent industrial properties and will operate in harmony with surrounding land uses.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof.

Petitioner: The location, nature, and height of existing buildings and any associated site improvements are appropriate for the proposed use and will not hinder or discourage the development or use of adjacent properties. No significant exterior alterations are proposed that would negatively impact surrounding land uses. Landscaping, fencing, and site features will be maintained to ensure visual compatibility, and the proposed use will not impair the value of neighboring properties.

Staff: The proposed use will operate within the existing industrial building and will not introduce new building mass or structures that would negatively affect adjacent properties. Therefore, the proposed use is not anticipated to hinder or discourage the development or use of adjacent properties or impair their value.

5. State how the parking areas will be of adequate size for the particular use, properly located and suitably screened from adjacent residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances and the development will not cause traffic congestion.

Petitioner: Adequate parking will be provided to accommodate employees and service vehicles associated with the facility. Parking areas will be properly located and managed to ensure safe and efficient circulation. Entrance and exit drives are designed to prevent traffic hazards and nuisances, and commercial vehicle access will occur from appropriate roadways rather than residential streets. The proposed use will not generate excessive traffic or cause congestion beyond what is typical for a commercial service facility.

Staff: Based on the parking requirements for the proposed special use and existing use (Old World Granite), the number of parking spaces shown on the Site Plan would be sufficient to accommodate the operational needs of both uses.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone.

Petitioner: The subject property is uniquely suited for a heavy motor vehicle repair facility due to the building size, industrial zoning (I-3), and access to roads capable of accommodating commercial vehicles. Without approval of the Special Use, the property would be limited to uses that do not fully utilize the building's layout and site characteristics.

Staff: The proposed use is consistent with the I-3, General Industrial Zoning District and the Comprehensive Land Use designation of Industrial.

STAFF REVIEW

Fire Department Review:

Proper fire sprinkler coverage shall be provided/maintained throughout the tenant space in accordance with the

2019 Edition of NFPA 13. An Illinois licensed sprinkler contractor shall submit plans for any sprinkler system improvements (Including demolition) required. Sprinkler system to be evaluated at permitting to verify partition does not impede sprinkler coverage.

Engineering Division Review: No comments from the Engineering Division related to the Special Use.

Staff Recommended Action: Staff recommends approval of the special use, subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment, of any kind, shall be parked or stored within landscape areas, drive aisles, fire lanes or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations shall be prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.
11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

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. PSU25-0004, granting Special Use approval in order to permit the operation of a heavy motor vehicle repair shop (VA Prime), located at 250 Alderman Avenue, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Detailed Statement of Operations received by the Village on 1/27/2026 and Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any

repairs shall be completed prior to the issuance of any certificate of occupancy or business license.

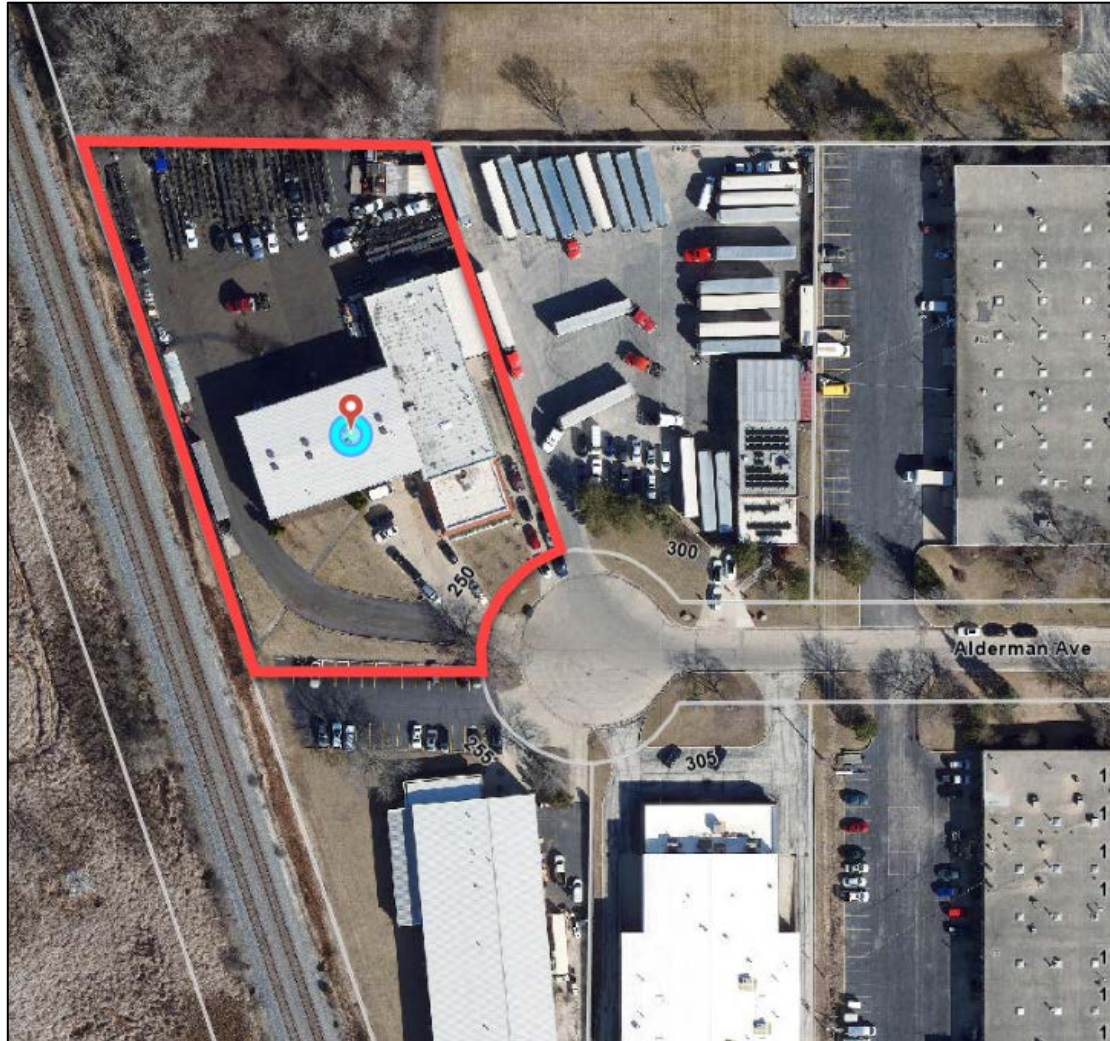
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment, of any kind, shall be parked or stored within landscape areas, drive aisles, fire lanes or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations shall be prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.
11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

ATTACHMENTS:

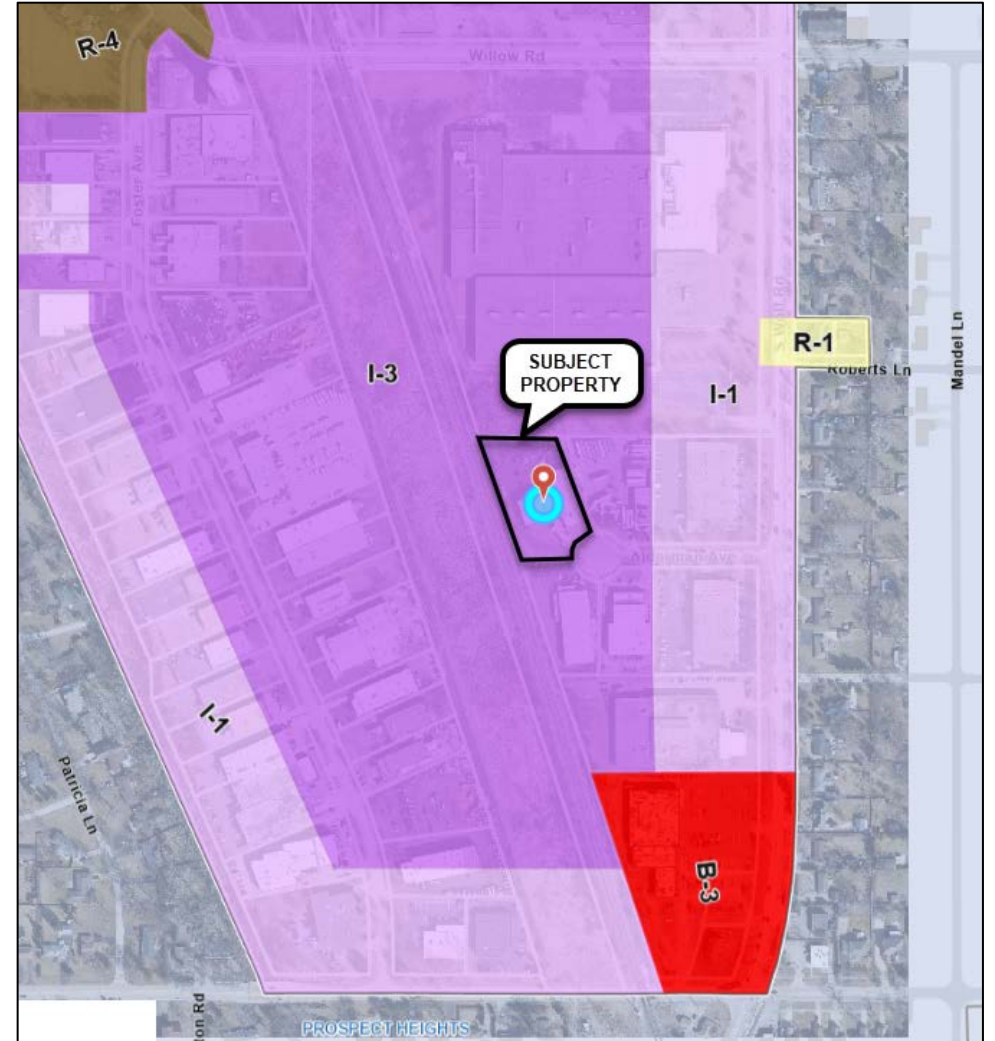
Attachments to Staff Report (Staff)

Detailed Statement of Operations received by the Village on 1/27/2026

Site Plan prepared by Level Enterprises, LLC, last revised 3/5/2026



Location Map



Zoning Map



Existing Front of the Building



Existing Front of the Building and Driveway West of Building



Existing Parking Lot



Area Behind Building

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Date: March 25, 2026

Re: Docket No. PSU25-0004
Request for Special Use Approval to Permit the Operation of a Heavy Motor Vehicle Repair Facility
250 Alderman Ave.

Chairman Johnson called Docket No. PSU25-0004 on March 25, 2026. Present were Commissioners Riles, Hyken, Johnson, Sprague, Myer and Smart. Commissioner Karl was absent with prior notice. Also present were Village Planner Marcy Knysz and Village Attorney Mallory Milluzzi.

Secretary Sprague reported that the property owner was seeking special use approval to permit the operation of a heavy motor vehicle repair facility in Zone I-3, General Industrial, pursuant to Title 18 Zoning of the Wheeling Municipal Code, Chapter 19.10 Use Regulations and Associated Sections. The requirements for a special use were reviewed.

Ms. Knysz reported that the petitioner wanted to keep a portion for Old World Granite and the other portion for the heavy motor vehicle repair facility. The site plan focused on re-establishing parking and specifying the heavy-motor-vehicle stalls. The petitioner would need to stripe the parking lot.

The petitioners, Peter and Andriy Rumak, stepped to the podium and were sworn in.

Peter explained that their business was evolving based on needs, such as the need to weld special items to accommodate slabs. There was greater demand for small repairs, and the goal was to meet market needs. He noted that they were trying to accommodate the large tax increases and meet demand for their business.

Commissioner Myer asked for clarification on the work the petitioners hoped to undertake. Peter explained that they wanted to work daily with the trucking industry and with the clients. He noted that they were previously doing small repairs for the clients. They wanted to be able to bring in trucks and make small repairs while loading and unloading them. Commissioner Myer asked whether they understood what was required regarding environmental and chemical management. Peter confirmed that they had spoken with Adam from the Building Department, and that they were willing to comply with everything. Commissioner Myer asked if trucks would be stored overnight on the property. Peter stated that he did not anticipate that any trucks would remain overnight to accommodate any emergencies. Commissioner Myer asked about the purpose of outdoor storage. Peter explained that it was only used to put the large trucks.

Commissioner Sprague asked if they were required to have an SPCC plan. Peter stated that he was not sure, but they were working with the city. Commissioner Sprague asked whether it would mostly be semitrucks and whether annual maintenance would be performed. Peter stated it would be mostly semitrucks, and most of the repairs would be small emergency repairs. Commissioner Sprague asked how much oil would be kept on site. Peter explained that they did not need oil since the semitruck drivers usually did that type of maintenance on their own. Commissioner Sprague explained that if a large quantity of oil was kept on site, a plan would be needed for the storm sewer drains in case of a leak. Commissioner Sprague recommended investigating preventive measures in case of a spill. Commissioner Sprague noted that the chain link fence needed repair. Mr. Rumak stated that only one fence on the north side needed repair because the bushes kept growing into it. Peter added that they were talking with the Building Department about the issue since the bushes were not on their property. He noted that they were willing to replace any part of the fence if needed. Commissioner Sprague asked whether there would be any renovations to the exterior of the warehouse, and noted that one corner had some damage and paint. Peter stated that they would once they had the funds.

Commissioner Hyken had no questions.

Commissioner Smart asked about hours of operation. Mr. Rumak reported that they operated from 8:00 a.m. to 7:00 p.m., but they would accommodate emergencies. Commissioner Smart asked about Old World Granite's hours of operation, and Peter confirmed they were also 8:00 a.m. to 7:00 p.m.

Commissioner Riles asked how long they had been in business. Mr. Rumak reported that they had been in Wheeling for eight years, and in the Village of Edison for 11 years. Commissioner Riles asked about the frequency of emergency repairs. Peter stated that they conducted market research in Illinois and that a large number of needed repairs were required daily. Commissioner Riles asked about their personal experience with the frequency. Peter stated that there was an issue at least once a week when someone would pick something up, and the truck driver would ask for a nearby repair shop. Commissioner Riles asked how the old parts would be disposed of and how long the repairs to the trucks were taking. Peter stated that they had been doing the repairs for the past few years, and they usually scrapped metal. The other items were disposed of in the dumpster, but there were no oils.

Chairman Johnson noted that there were many car carriers in the parking lot. Peter stated that the photos were outdated and had been cleaned out. Chairman Johnson asked about the non-permitted structure. Ms. Knysz reported that a covered structure up to the property line needed to come down. Peter stated that they had put up the cover to protect products from rain. He stated that they were working to make it compliant or remove it and rebuild it.

Ms. Knysz read the proposed conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).

2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment, of any kind, shall be parked or stored within landscape areas, drive aisles, fire lanes or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations shall be prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.
11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

Chairman Johnson asked if it was a separate operation from the Old World Granite. Peter confirmed that it was.

The Commissioners had no further questions.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve Docket No. PSU25-0004, granting Special Use approval in order to permit the operation of a heavy motor vehicle repair shop (VA Prime), located at 250 Alderman Avenue, as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, and associated sections, and in accordance with the Detailed Statement of Operations received by the Village on 1/27/2026; and Site Plan prepared by Level

Enterprises, LLC, last revised 3/5/2026; and subject to the following conditions:

1. Special Use approval is contingent upon approval of Docket No. PSPMIN26-0002 (request for minor site plan approval).
2. The non-permitted outdoor structure attached to the east side of the building shall be removed, and any repairs shall be completed prior to the issuance of any certificate of occupancy or business license.
3. All parking spaces serving the site shall be striped no later than June 1, 2026. A building permit shall be applied for and obtained from the Village of Wheeling prior to commencement of work.
4. Any service performed on vehicles, including but not limited to inspection, diagnosis, repair, or maintenance activities, shall be conducted entirely within the enclosed building.
5. All parking and vehicle storage shall occur only within the designated parking areas shown on the approved Site Plan. No vehicles or equipment, of any kind, shall be parked or stored within landscape areas, drive aisles, fire lanes or any pavement areas not delineated for vehicle parking.
6. Heavy motor vehicles or equipment awaiting repair or pickup shall only be parked within the six parking stalls designated as "Heavy Motor Vehicle Repair Stalls" on the approved Site Plan. Said spaces shall not be used for heavy motor vehicle storage, short term or long term, including but not limited to stopovers, storage, or for the renting of spaces for daily/weekly/monthly use.
7. Light motor vehicle and heavy motor vehicle dismantling and/or salvage operations shall be prohibited.
8. Long-term storage of heavy motor vehicles or equipment is prohibited.
9. The petitioner shall obtain all required building permits and comply with all applicable building, fire, and health codes prior to issuance of a certificate of occupancy and business license.
10. The petitioner shall submit an Application for Business License to the Community Development Department prior to appearing before the Village Board. A Business License shall be obtained prior to commencing the operation of a heavy motor vehicle repair shop at the subject location.
11. 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.
12. Failure to comply with the conditions of approval or Village Code may result in revocation of the Special Use approval, pursuant to Section 19.10.030(i).

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles

NAYS: None

ABSENT: Commissioner Karl

ABSTAIN: None

There being six affirmative votes, the motion was approved.

MOTION: Commissioner Myer moved, seconded by Commissioner Smart, to approve closing Docket No. PSU25-0004.

On the roll call, the vote was as follows:

AYES: Commissioners Hyken, Johnson, Smart, Sprague, Myer, Riles

NAYS: None

ABSENT: Commissioner Karl

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 March 25, 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 Old World Granite (250 Alderman Avenue, Wheeling, IL 60090), property owner, seeking Special Use approval to permit the operation of a heavy motor repair facility ("Prime VA") at 250 Alderman Avenue, zoned I-3 (General Industrial), 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. PSU25-0004

To be published in the Wheeling Herald on Tuesday, March 10, 2025

Published in Daily Herald March 10, 2026 (324329)

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 03/10/2026 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 _____

[Signature]
Designee of the Publisher of the Daily Herald

Control # 324329





MEMORANDUM

DATE: April 20, 2026
FROM: Leonard Becker, Economic Development Director
SUBJECT: Ordinance Authorizing an Eighth Amendment to the Restated Redevelopment Agreement between the Village of Wheeling and WTC, LLC for the Development of Land at 351 W. Dundee Road, Wheeling, IL, Comprising a Part of the Town Center-II TIF District of the Village of Wheeling, Cook and Lake Counties, Illinois

DOLLAR AMOUNT: 1,500,000
BUDGETED: Yes
BUDGET SOURCE: Town Center II TIF District
RECOMMENDED ACTION: Approve
STRATEGIC PLAN THEME: Community Image

EXECUTIVE SUMMARY

This ordinance authorizes the Village President to execute the eighth amendment to the Wheeling Town Center Redevelopment Agreement (RDA) with WTC, LLC. The eighth amendment memorializes that the developer and Village will sign and execute a contract for the Wheeling Town Center campus improvements as outlined in the Kimley-Horn and Associates recommendation, known as the Wheeling Town Center Project. The Village will pay the contractor for said improvements using Town Center-II Tax Increment Financing (TIF) District funds. The amount budgeted for the improvements is not to exceed \$1,500,000. The Village will provide oversight of the budget and the approvals as required throughout the duration and to completion of the project. A contract for these improvements will be on the April 20 Village Board regular meeting consent agenda.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING AN EIGHTH AMENDMENT TO THE RESTATED REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND WTC, LLC FOR THE DEVELOPMENT OF LAND AT 351 W. DUNDEE ROAD, WHEELING, IL, COMPRISING A PART OF THE TOWN CENTER-II TIF DISTRICT OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS

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

SECTION 1: The President and Board of Trustees of the Village find as follows:

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to the Act and Village Ordinance Numbers 4866, 4867, and 4868, adopted July 7, 2014, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area, and adopted tax increment financing relative to the Village's Town Center (Dundee Road) Tax Increment Financing District (the "Town Center-II TIF District").

D. On March 7, 2016, the Village approved a Restated Redevelopment Agreement (as amended, the "Restated Redevelopment Agreement") outlining the development of the Property at 351 W. Dundee Road with a high-end apartment complex and Retail Center known as the Wheeling Town Center.

E. On August 15, 2016, the Village approved a First Amendment to the Restated Redevelopment Agreement.

F. On May 15, 2017, the Village approved a Second Amendment to allow for a slight adjustment in the construction schedule.

G. On February 5, 2018, the Village approved a Third Amendment to allow for a modification of the construction schedule and a technical amendment relating to the payments of the TIF Notes, among other changes.

H. On April 2, 2018, the Village approved a Fourth Amendment in order to have it encumber the new Lot 7 and completed Lot 10, in addition to all of the other parcels of land that constitute the Wheeling Town Center, following the recording of the Amended Plat of Subdivision for Wheeling Town Center recorded on April 4, 2018 in the Recorder's Office as document no. 1809429041 (the "Amended Plat of Subdivision").

I. On September 18, 2018, the Village approved a Fifth Amendment in order to have the Agreement encumber the modestly reconfigured boundaries of Lot 6 and Lot 10, in addition to all of the other parcels of land that constitute the Wheeling Town Center, following the recording of the Second Amended Plat of Subdivision for the Wheeling Town Center recorded on September 26, 2018 in the Recorder's Office as document no.1826945054 (the "Second Amended Plat of Subdivision").

J. On March 15, 2021, the Village approved a Sixth Amendment in order to provide the Developer additional time, up to and including December 31, 2022, to acquire and develop Village Lots 4 and 5 within the Town Center Development. Lots 4 and 5 of the Town Center Development have remained vacant past December 31, 2022.

K. On August 5, 2024, the Village approved a Seventh Amendment to the Redevelopment Agreement for the purpose of memorializing the Developer's acknowledgment that Lots 4 and 5 will not be transferred to the Developer or developed unless the owner of Lot 5a, which will house a new tenant, and the Developer agree in the future.

L. The Eighth Amendment is necessary to memorialize the Village's Commitment to street scape and sign improvements in an amount not to exceed one million five hundred thousand and 00/100 dollars.

M. Capitalized terms not otherwise defined in this Sixth Amendment have the meanings ascribed in the Restated Redevelopment Agreement, as amended.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT and the VILLAGE'S home rule powers, an EIGHTH AMENDMENT TO THE RESTATED REDEVELOPMENT AGREEMENT that is in substantial conformity with the SEVENTH AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A is hereby approved, with all final changes subject to the approval of the Village Manager. The President, Manager, and Clerk of the VILLAGE are authorized and directed to execute, modify, and deliver such other necessary instruments to meet the Village's obligations and to ensure that such documents conform to the Restated Redevelopment Agreement, as amended, including said EIGHTH AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT A.

SECTION 3: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

ADOPTED this 20th day of April, 2026, pursuant to a roll call vote as follows:

Trustee _____ moved, seconded by Trustee _____
that Ordinance No. _____ be passed, this 20th day of April, 2026.

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

Trustee Ruffatto _____
Trustee Vito _____
Trustee Vogel _____

APPROVED this 20th day of April 2026 by the President and Board of Trustees, Wheeling,
Illinois.

Patrick Horcher, Village President

ATTEST:

Kathryn M. Brady, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this 21st day of April, 2026, by order of the Corporate
Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

EXHIBIT A

EIGHTH AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT

**EIGHTH AMENDMENT TO RESTATED REDEVELOPMENT
AGREEMENT FOR THE WHEELING TOWN CENTER**

This Eighth Amendment to the Restated Redevelopment Agreement (the "Agreement") is made and entered into as of the ____ day of April, 2026 (the "Effective Date") by and between the Village of Wheeling Illinois, an Illinois home rule municipal corporation (the "Village"), and WTC LLC, an Illinois limited liability company (hereinafter collectively, the "Developer"). (The Village and the Developer are sometimes referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

The following Recitals are incorporated herein and made a part hereof.

A. The Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base and increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village.

B. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. Pursuant to the Act and Village Ordinance Numbers 4866, 4867, and 4868, adopted July 7, 2014, the Village approved a tax increment redevelopment plan and project, designated the tax increment redevelopment project area, and adopted tax increment financing relative to the Village's Town Center (Dundee Road) Tax Increment Financing District (the "Town Center II TIF District").

D. On March 7, 2016, the Village approved a Restated Redevelopment Agreement ("Restated Redevelopment Agreement") outlining the development of the Property at 351 W. Dundee Road with a high end by the Apartment complex and Retail Center known as the Wheeling Town Center.

E. On August 15, 2016, the Village approved a First Amendment to the Restated Redevelopment Agreement.

F. On May 15, 2017, the Village approved a Second Amendment to allow for a slight adjustment in the construction schedule.

G. On February 5, 2018, the Village approved a Third Amendment to allow for a modification of the construction schedule and a technical amendment relating to the payments of the TIF Notes, among other changes.

H. On April 2, 2018, the Village approved a Fourth Amendment in order to have it encumber the new Lot 7 and completed Lot 10, in addition to all of the other parcels of land that constitute the Wheeling Town Center, following the recording of the Amended Plat of Subdivision for Wheeling Town Center recorded on April 4, 2018 in the Recorder's Office as document no. 1809429041 (the "Amended Plat of Subdivision").

I. On September 18, 2018, the Village approved a Fifth Amendment in order to have the Agreement encumber the modestly reconfigured boundaries of Lot 6 and Lot 10, in addition to all of the other parcels of land that constitute the Wheeling Town Center, following the recording of the Second Amended Plat of Subdivision for the Wheeling Town Center recorded on September 26, 2018 in the Recorder's Office as document no. 1826945054 (the "Second Amended Plat of Subdivision").

J. On March 15, 2021, the Village approved a Sixth Amendment in order provide the Developer additional time up to and including December 31, 2022 to acquire and develop Village Lots 4 and 5 within the Town Center Development. Lots 4 and 5 of the Town Center Development have remained vacant past December 31, 2022.

K. On August 5, 2024, the Village approved a Seventh Amendment to the Redevelopment Agreement for the purpose of memorializing the Developer's acknowledgement that Lots 4 and 5 will not be transferred to the Developer or developed unless the owner of Lot 5a, which will house a new tenant, and the Developer agree in the future.

L. The Eighth Amendment is necessary to memorialize Village's commitment to street scape and sign improvements in an amount not to exceed one million five hundred and 00/100 dollars (\$1,500,000.00).

M. Capitalized terms not otherwise defined in this Sixth Amendment have the meanings ascribed in the Restated Redevelopment Agreement, as amended.

N. It is necessary to further amend the Restated Redevelopment Agreement in order to account for construction scheduling changes; acquisition of IDOT right of way and technical amendments to payment of the TIF Notes.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE
INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations and agreements of the Village and of the Developer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO
AMENDMENT TO RESTATED REDEVELOPMENT AGREEMENT

The following terms of the Restated Redevelopment Agreement are hereby amended to read as follows:

1. **SECTION 7.2.C** is hereby added to read as follows:

- a) The Village shall contribute up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to the Contractor on behalf of the Developer for the cost of pavement replacement and removal; ADA sidewalk placement for public right of way accessibility, drainage structure removal and replacement, landscape restoration, underground electrical work and appurtenant construction to include modifying existing pylons with and without LED Displays and installing new identity signage and vehicle directional signage and signalization (collectively referred to as the "Improvements").
- b) The design of the Improvements must be approved by the Developer and Village's designated representative prior to the work beginning. The Village shall procure the services of a contractor or contractors to complete the Improvements. The Village has engaged the services of Kimley Horn to design said improvements and prepare bid specifications which the Developer has approved and are attached hereto as Exhibit A.
- c) The Village agrees to publicly bid the Improvements Project and will present a contract to the Developer for review and execution by the Developer and the Village (the "Contract"). The Developer will execute the contract solely for purposes of approving and authorizing the work to be done. The Village will execute the contract as the Payor with the obligation to pay the contractor for the work completed in accordance with the parameters set forth herein. The Village and Developer will obtain the necessary approvals from all entities with ownership interests in the Wheeling Town Center, including WTC LLC, WTC

Residential Development LLC, and Wheeling Commercial Development, LLC. The Village will pay the Contractor directly in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

- d) The Contractor must obtain all required Village zoning approvals and permits prior to work on the Improvements beginning. When the work is completed to the satisfaction of the Village, the Village will reimburse the Contractor in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00). This payment is for TIF Eligible Expenses but is separate and apart from the TIF Eligible Expenses procedures outlined in this Agreement.

2. Any terms of the Restated Redevelopment Agreement, as amended, not expressly amended herein, continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Village of Wheeling,
an Illinois municipal corporation

ATTEST:

By: _____
Kathryn M. Brady, Village Clerk

By: _____
Patrick Horcher, Village President

DEVELOPER:

WTC LLC, an Illinois limited liability company

By: WTC Manager LLC, Managing Member

By: Lynmark Wheeling, LLC,
Managing Member

By: Lynmark Wheeling Manager, LLC,
Managing Member

By: _____
Name: Joshua T. Goldstein
Its: Managing Member

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Patrick Horcher personally known to me to be the Village President of the Village of Wheeling, and Kathryn M. Brady, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of April, 2026.

Notary Public

EXHIBIT A

**Campus Enhancement Concepts and Bid Specifications
Prepared by Kimley Horn**