



**Monday, May 18, 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, at 6:30 PM, during which meeting it is anticipated there will be discussion and consideration of and, if so determined, action upon the matters contained in the following agenda:

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1. **Call to Order**

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  2. **Pledge of Allegiance**

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  3. **Roll Call**

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

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  5. **Changes to the Agenda**

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  6. **Proclamations**
    - A. Proclamation: EMS Week - May 17-23, 2026
    - B. Proclamation: National Public Works Week - May 17-23, 2026

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  7. **Appointments and Confirmations**

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  8. **Administration of Oaths**

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  9. **Citizen Concerns and Comments**

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  10. **Staff Reports**

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  11. **Consent Agenda**

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

    - A. Resolution Approving an Easement Agreement with the Owner of the Property at 342 S. Milwaukee Avenue Associated with a Lift Station Power Service Upgrade
    - B. Resolution Authorizing the Village President and Clerk to Execute a Plat of Easement Grant with the Northwest Mosquito Abatement District at 147 W. Hintz Road
    - C. Resolution Approving a Contract with Utility Dynamics Corp. for the 2026 Streetlight Replacement Program in the Amount of \$688,887.50 in FY 2026
    - D. Resolution Approving an Agreement with Civiltech Engineering, Inc. for Construction Engineering Inspections

for the 2026 Streetlight Replacement Program in an Amount Not to Exceed \$75,752

- E. Resolution for Improvement under the Illinois Highway Code, Section 23-00095-00-RS (Construction and Construction Engineering for Lexington Drive Improvement Project)
- F. Resolution Approving a Joint Funding Agreement with the State of Illinois to Provide Funding for Construction and Engineering Inspections for the Lexington Drive Improvement Project in the Amount of \$141,631
- G. Resolution Approving an Engineering Services Agreement with Michael Baker International to Provide Construction Engineering Inspections for the Lexington Drive Improvement Project in an Amount Not to Exceed \$64,340
- H. Resolution Approving the Purchase of Ten Park Benches from Noblewins of Lakewood, Ohio in the Amount of \$82,432.50
- I. Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "Alcoholic Liquor Dealers," Specifically Section 4.32.085, to Decrease the Authorized Number of Class A-V, A-1-V, B, D-4, and P Licenses
- J. Resolution Waiving the Fidelity Bond Requirements for the Catholic Bishop (St. Joseph The Worker Parish) to Conduct a Raffle Event on July 14, 2026

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12. **Old Business**

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13. **New Business**

All Listed Items for Discussion and Possible Action

- A. Resolution Consenting to a Cook County Class 6b Property Tax Classification for the Property Located at 100 E. Palatine Road (JCW Development, LLC) in the Village of Wheeling, Illinois, and Approving a Related 6b Development Incentive Agreement

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14. **Official Communications**

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15. **Approval of Bills**

- A. Approval of Bills for April 29–May 13, 2026

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16. **Executive Session**

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17. **Action on Executive Session Items**

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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/>.



# EMS WEEK™

## May 17-23, 2026

### Improving Outcomes, Together

**WHEREAS**, emergency medical services are a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rates of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services fill healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out-of-hospital medical care providers; and

**WHEREAS**, members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

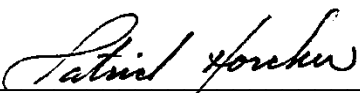
**WHEREAS**, it is appropriate to recognize the value and accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

**WHEREAS**, the 52<sup>nd</sup> anniversary of EMS Week theme is *“Improving Outcomes, Together”*,

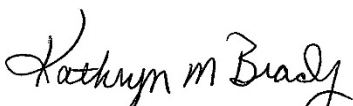
**NOW, THEREFORE**, I, Patrick Horcher, President of the Village of Wheeling, do hereby attest my full support proclaiming **May 17-23, 2026, as EMS Week** in the Village of Wheeling.

**DATED** at the Village of Wheeling, this the 18<sup>th</sup> day of May 2026.



  
Patrick Horcher, Village President

**ATTEST:**

  
Kathryn M. Brady, Village Clerk

*Village of Wheeling Proclamation*

**National Public Works Week**

*“Rooted in Service, Powered by Community”*

*May 17- 23, 2026*

**WHEREAS**, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Village of Wheeling; and,

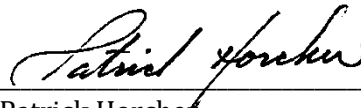
**WHEREAS**, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in Wheeling to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association;

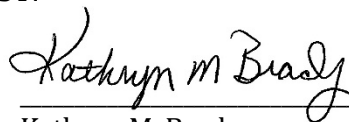
**NOW, THEREFORE, I, PATRICK HORCHER, PRESIDENT OF THE VILLAGE OF WHEELING**, do hereby designate the week of May 17, 2026 through May 23, 2026, as **NATIONAL PUBLIC WORKS WEEK** in Wheeling, and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

**DATED** at the Village of Wheeling, this 18<sup>th</sup> day of May 2026.



Patrick Horcher  
Village President

**ATTEST:**



Kathryn M. Brady  
Village Clerk





## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving an Easement Agreement with the Owner of the Property at 342 S. Milwaukee Avenue Associated with a Lift Station Power Service Upgrade  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

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### EXECUTIVE SUMMARY

The attached resolution approves the execution of a public utility easement agreement for the property located at 342 S. Milwaukee Avenue. The easement is necessary to provide the Village access to the property to install and maintain a new ComEd power service upgrade to the Village's sanitary lift station on the adjacent property at 300 S. Milwaukee Avenue. There is no cost component to this easement.

### MEMO

#### Background:

The Village of Wheeling owns and operates a sanitary sewer lift station located at 300 S. Milwaukee Avenue. This lift station will benefit from a power service upgrade from ComEd which will allow for more powerful and reliable pumps. The nearest transformer to connect to this new power service is located on the adjacent property at 342 S. Milwaukee Avenue.

#### Discussion:

The easement is needed to allow the Village of Wheeling access to the adjacent property to install the new electrical service and maintain it in the future. The Village will be responsible for all restoration associated with the installation of the new electrical service.

#### Budget:

There is no cost component to the easement acquisition.

**RESOLUTION NO. 26 - \_\_\_\_\_**

**RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH  
THE OWNER OF THE PROPERTY AT 342 S. MILWAUKEE AVENUE  
ASSOCIATED WITH A LIFT STATION POWER SERVICE UPGRADE**

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

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

**WHEREAS**, the Village owns and operates a sanitary sewer lift station at 300 S. Milwaukee Avenue, where an electrical service upgrade is necessary; and

**WHEREAS**, FCPT Holdings, LLC, owner of the property at 342 S. Milwaukee Avenue (PINs 03-12-104-022 & 03-12-104-023), has agreed to convey an easement to the Village pursuant to the easement agreement attached hereto to ensure access to said electrical service; and

**WHEREAS**, the President and the Board of Trustees of the Village have determined that entering into the attached easement agreement with FCPT Holdings, LLC is necessary and in the best interest of the Village;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President and Village Clerk are hereby authorized and directed to execute the easement agreement with FCPT Holdings, LLC, owner of the property at 342 S. Milwaukee Avenue (PINs 03-12-104-022 & 03-12-104-023), as attached hereto.

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

President Horcher \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Papantos \_\_\_\_\_

Trustee Ruffatto \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

**ADOPTED** this 18th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk

THIS INSTRUMENT WAS PREPARED BY:

**Village of Wheeling**

1946-178

AFTER RECORDING RETURN TO:

**Kyle Goetzelmann  
Village of Wheeling  
2 Community Boulevard  
Wheeling, IL 60090**

[The above space for Recorder's Office]

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made as of the \_\_\_\_\_ day of April, 2026, by and between FCPT Holdings, LLC, whose address is 591 Redwood Highway, Suite 3215, Mill Valley, CA 94941 (the "**Grantor**") and the **VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION**, whose address is Community Boulevard, Wheeling, IL 60090 (sometimes referred to herein as the "**Village**" or "**Grantee**"). The Grantor and the Grantee collectively referred to herein as the "**Parties**" and singularly as "**Party**".

Grantor is the property owner of the tract of land legally described in **Exhibit A**, attached hereto and made a part hereof (collectively, the "**Grantor's Property**").

**FOR AND IN CONSIDERATION OF** the sum of TEN AND 00/100THS DOLLARS (\$10.00) paid by the Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto the Grantee, its successors and assigns, the following easement:

### PUBLIC UTILITY EASEMENT

A perpetual easement for the installation, maintenance, relocation, renewal and removal of the electrical conduit, in, over, across, along and upon the so designated areas of Grantor's Property are hereby reserved for, and granted to, Village of Wheeling, their successors and assignees (the "**Easement**"), as shown in the gray-shaded area of **Exhibit B** (the "**Easement Area**").

Grantee shall have the right to enter the Grantor's Property for all such purposes related to the Easement. Grantee shall have the right without liability to cut, trim, alter, or remove any vegetation, roots, structures or devices within the Easement Area as may be reasonably required incident to the rights herein given. Without consent of Grantee, no buildings, structures or other obstruction shall be constructed, planted, or placed in

any such Easement Area, nor shall any other uses be made thereof which will interfere with the Easement reserved and granted hereby.

Such Easement shall further be for the purposes of serving all areas shown on this plat as well as other property, whether or not contiguous thereto, with water mains, sanitary, storm sewers, and underground electric.

Such Easement shall survive the vacation by proper authority of any streets and other public way and place shown on this plat, unless otherwise expressly mentioned in the ordinance of vacation.

**TO HAVE AND TO HOLD** the above Easement and the rights and use thereof as follows:

1. Grantee shall conduct all activities in a manner that does not unreasonably interfere with Grantor's and its tenant's use and enjoyment of Grantor's Property.

2. Grantee shall restore the Easement Area to substantially the same condition as existed prior to entry, including replacement of paving, landscaping, signage, or other improvements, at Grantee's sole cost and expense. Restoration shall be completed within thirty (30) days, subject to Grantor's approval, and in a manner that minimizes disruption to tenant operations.

3. Grantee shall indemnify, defend, and hold harmless Grantor and its tenant from and against any and all claims, damages, losses, fines, penalties, costs, or business interruption of any kind arising out of or relating to (i) Grantee's negligent use of the property and (ii) Grantee's failure to obtain, maintain, or comply with any required permits, licenses, or approvals in connection with its activities, including without limitation any fines, penalties, or enforcement actions imposed by governmental authorities as a result thereof. Grantee shall, at its sole cost and expense, maintain commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate, naming Grantor as an additional insured.

4. The Easement herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided shall be likewise binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, executors, successors, grantees, lessees and assigns.

5. The Village, at its cost and expense, shall record this Agreement in the Office of the Recorder of Deeds of Cook County.

6. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Illinois.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


8. The Grantor represents and warrants to the Village that Grantor has full right and authority to enter into this Agreement and that Grantor does not need additional authority or consent of a mortgagee

to enter into this Easement Agreement..

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day, month and year first above written.

**GRANTOR:**  
**FCPT HOLDINGS, LLC**

By:   
Name: James L. Brat  
Title: Secretary

**GRANTEE:**  
**VILLAGE OF WHEELING,**  
**AN ILLINOIS MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Name: Patrick Horcher  
Title: Village President

see attached notary certificate

**ATTEST:**  
By: \_\_\_\_\_  
Name: Kathryn M. Brady  
Title: Village Clerk

[INSERT VILLAGE SEAL ABOVE]

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of MARIN }

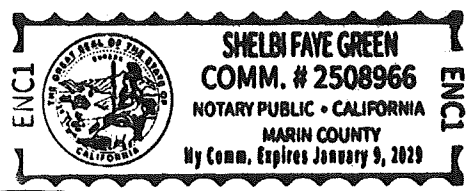
On April 13, 2020 before me, Shelbi Faye Green, Notary Public  
(insert name and title of the officer)

personally appeared James L. Brat  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature



(Seal)

OPTIONAL INFORMATION

DOCUMENT

SIGNER CAPACITY

\_\_\_\_\_  
(name or type of document)

\_\_\_\_\_  
(capacity claimed by the signer)

\_\_\_\_\_  
(number of pages)

\_\_\_\_\_  
(document date)

NOTICE  
THE NOTARY PUBLIC DOES NOT  
CERTIFY THE AUTHORIZED  
CAPACITY OF THE SIGNER

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 \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_, is personally known to me be \_\_\_\_\_

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

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 the above-named Patrick Horcher and Kathryn M. Brady, as the **Village President** and **Village Clerk** respectively of the **VILLAGE OF WHEELING, A MUNICIPAL CORPORATION**, (the "Village") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they 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 as the **Village President** and **Village Clerk** pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that the **Village Clerk**, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expiration

**Exhibit A**

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 26, 27, 28 AND 29, AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJOINING SAID LOTS (AS VACATED BY ORDINANCE RECORDED JUNE 10, 1969 AS DOCUMENT 20866235) IN MORS FARM SYNDICATE SUBDIVISION UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1927 AS DOCUMENT 9771523, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 25 AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJOINING SAID LOT (AS VACATED BY ORDINANCE RECORDED JUNE 10, 1969 AS DOCUMENT 20866235) IN MORS FARM SYNDICATE SUBDIVISION UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1927 AS DOCUMENT 9771523, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

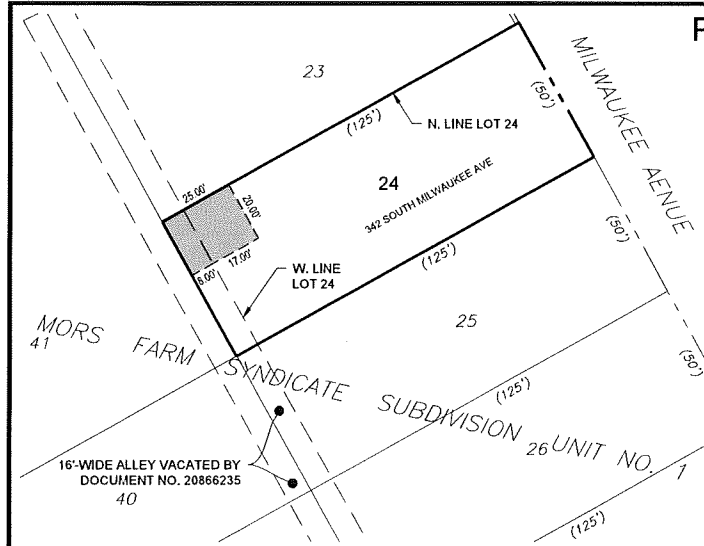
LOT 24 AND THE EASTERLY HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJOINING SAID LOT 24 (AS VACATED BY ORDINANCE RECORDED JUNE 10, 1969 AS DOCUMENT 20866235) IN MORS FARM SYNDICATE SUBDIVISION UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1927 AS DOCUMENT 9771523, IN COOK COUNTY, ILLINOIS.

**Exhibit B**

Easement Area

# PLAT OF UTILITY EASEMENT

PART OF LOT 25 IN  
MOR'S FARM SYNDICATE SUBDIVISION UNIT NO. 1  
VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS



### OWNER'S CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF MARIN )

THIS IS TO CERTIFY THAT FCPT HOLDINGS, LLC IS THE OWNER OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE PLATED, AS DICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
JAMES L. BRAT, SECRETARY

### NOTARY CERTIFICATE

STATE OF CALIFORNIA )  
COUNTY OF MARIN )

I, \_\_\_\_\_, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID, DO HEREBY

CERTIFY THAT JAMES L. BRAT, SECRETARY OF FCPT HOLDINGS, LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED SAID INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE AND VOLUNTARY ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

### EXHIBIT B

**PLAT OF UTILITY EASEMENT**  
PART OF LOT 25  
MOR'S FARM SYNDICATE SUBDIVISION UNIT NO. 1  
VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS

**CHASTAIN & ASSOCIATES LLC**  
CONSULTING ENGINEERS  
ENGINEERS, ARCHITECTS, PLANNERS, LANDSCAPE ARCHITECTS, SURVEYORS  
1311 ASH ST. SUITE 200  
EVANSTON, ILLINOIS 60201  
Tel: 847.329.8800

DRAWN BY: CEW  
CHECKED BY: STS  
DATE: 1/27/2026  
PROJECT NO.: 9053.00  
SCALE: 1" = 30'  
EXHIBIT: N/A  
SHEET: 1 OF 1

### DESCRIPTION OF UTILITY EASEMENT

PART OF MOR'S FARM SYNDICATE SUBDIVISION, UNIT NO. 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN DOCUMENT NO. 9771523, COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 20.00 FEET OF THE WESTERLY 17.00 FEET OF LOT 24 AND THE NORTHERLY 20.00 FEET OF THE EAST HALF OF THE VACATED ALLEY LYING WESTERLY OF AND ADJOINING SAID LOT 24, ALL LYING WITHIN SAID MOR'S FARM SYNDICATE SUBDIVISION, UNIT NO. 1 AND CONTAINING 450 SQUARE FEET, MORE OR LESS.

### SURVEYOR'S CERTIFICATE

I, CHAD E. WALLACE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3521, DO HEREBY CERTIFY THAT CHASTAIN AND ASSOCIATES AND I HAVE PREPARED THE FOREGOING PLAT OF EASEMENT FOR THE PURPOSES OF GRANTING AN EASEMENT TO THE VILLAGE OF WHEELING, ILLINOIS.

DISTANCES ARE SHOWN IN HORIZONTAL FEET AND DECIMAL PARTS THEREOF.

CHASTAIN AND ASSOCIATES  
5 NORTH COUNTRY CLUB ROAD  
DECATUR, ILLINOIS 62521

BY: *Chad E. Wallace*  
CHAD E. WALLACE  
ILLINOIS PROFESSIONAL LAND SURVEYOR 3521



DATE: 1/27/2026  
EXP. DATE: 11-30-2026

PART OF: PIN 03-12-104-022 AND 03-12-104-023  
342 SOUTH MILWAUKEE AVE

IMAGES FILED IN PUBLIC RECORDS AT CHASTAIN & ASSOCIATES, INC. 1311 ASH ST. SUITE 200, EVANSTON, ILLINOIS 60201. FILED 1/27/2026 BY: STS



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Authorizing the Village President and Clerk to Execute a Plat of Easement Grant with the Northwest Mosquito Abatement District at 147 W. Hintz Road  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

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### EXECUTIVE SUMMARY

The attached resolution approves a watermain and stormwater management easement at the Northwest Mosquito Abatement property at 147 W. Hintz Road. The easement is necessary to allow the Village access to repair the onsite watermain and stormwater management facility if necessary. There is no cost component to this easement.

### MEMO

#### Background:

The Northwest Mosquito Abatement District (NWMAD) at 147 W. Hintz Road is currently constructing a new facility, which requires installation of a looping watermain and a stormwater management basin. This infrastructure will be privately owned and maintained by the NWMAD.

#### Discussion:

The attached easement grant affords the Village access to both the stormwater management basin and the looping watermain. While the infrastructure is privately owned and maintained, the Village must maintain the ability to access it in the event that the property owner is unable to maintain it, resulting in a life safety and health concern. The easement document also includes the dedication of a right-of-way—which currently belongs to the NWMAD and extends onto Hintz Road—to the Cook County Department of Transportation and Highway (CCDOH). This property is being dedicated to provide the CCDOH with access and permissions to maintain this section of road in the future. The Village is not accepting any new right-of-way as part of the recording of this document.

#### Budget:

There is no cost component to the easement grant outside of recording fees, which are paid by the NWMAD.

**RESOLUTION NO. 26-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A PLAT OF EASEMENT GRANT WITH THE NORTHWEST MOSQUITO ABATEMENT DISTRICT AT 147 W HINTZ ROAD**

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

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

**WHEREAS**, the Northwest Mosquito Abatement District, owner of the property at 147 W. Hintz Road (PIN 03-14-101-010-0000), has agreed to convey an easement to the Village pursuant to the Plat of Dedication and Grant of Easement attached hereto; and

**WHEREAS**, the easement grant allows the Village to access the stormwater management basin and looping watermain in the event that the property owners fail to maintain them and the infrastructure becomes a life safety or health hazard; and

**WHEREAS**, the President and the Board of Trustees of the Village have determined that accepting the Plat of Dedication and Grant of Easement from the Northwest Mosquito Abatement District is necessary and in the best interest of the Village;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President and Village Clerk are hereby authorized and directed to execute the Plat of Dedication and Grant of Easement with the Northwest Mosquito Abatement District at 147 W. Hintz Road as attached hereto.

Trustee \_\_\_\_\_ moved, second by Trustee \_\_\_\_\_,

that Resolution No. 26-\_\_\_\_\_ be adopted.

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

**ADOPTED** this 18th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

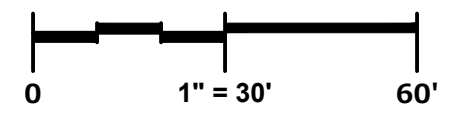
**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk

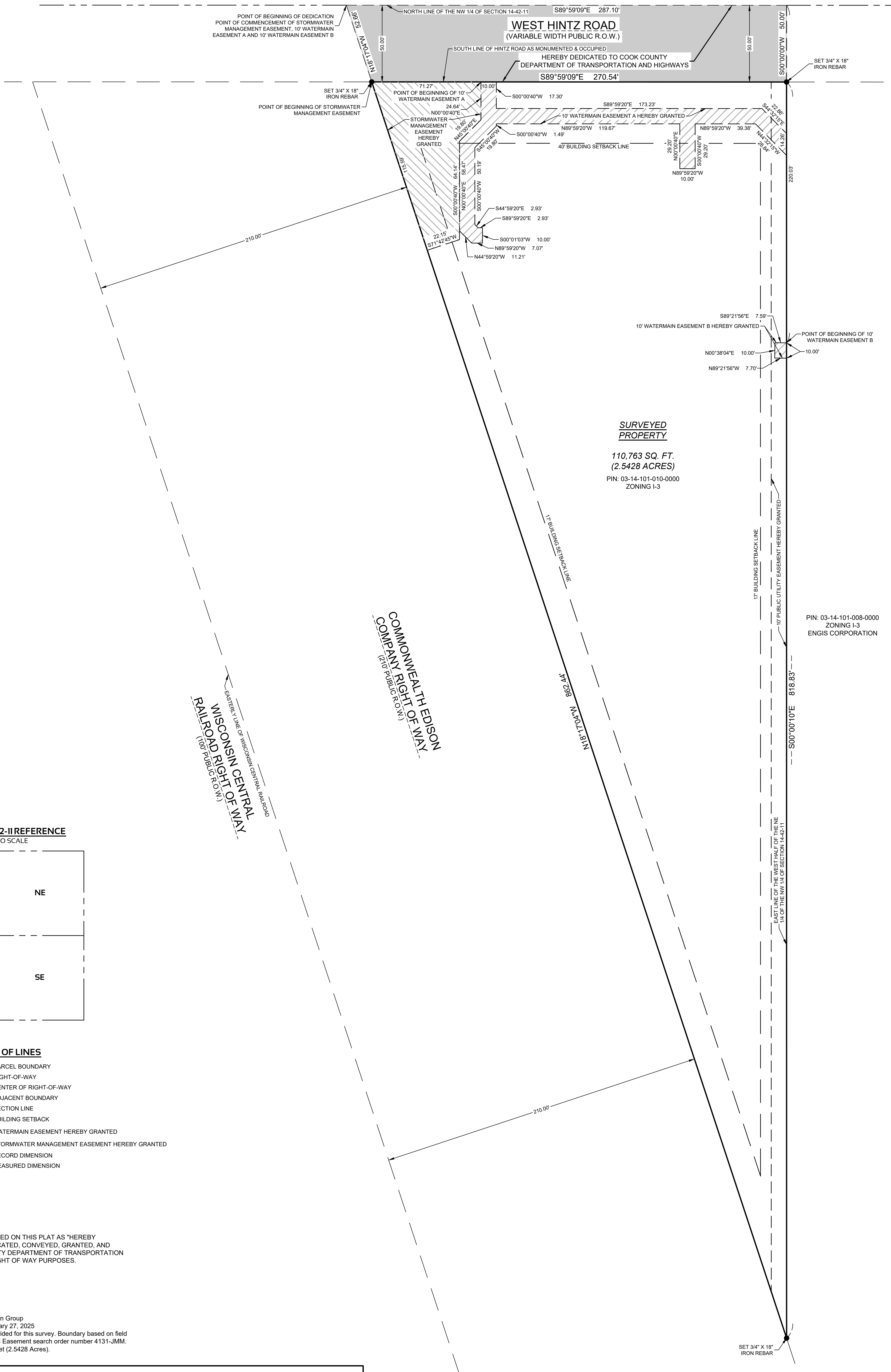
THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF PINNACLE ENGINEERING GROUP, LLC



GRAPHICAL SCALE (FEET)



Bearings referenced to the Illinois State Plane Coordinate System, East Zone (120)

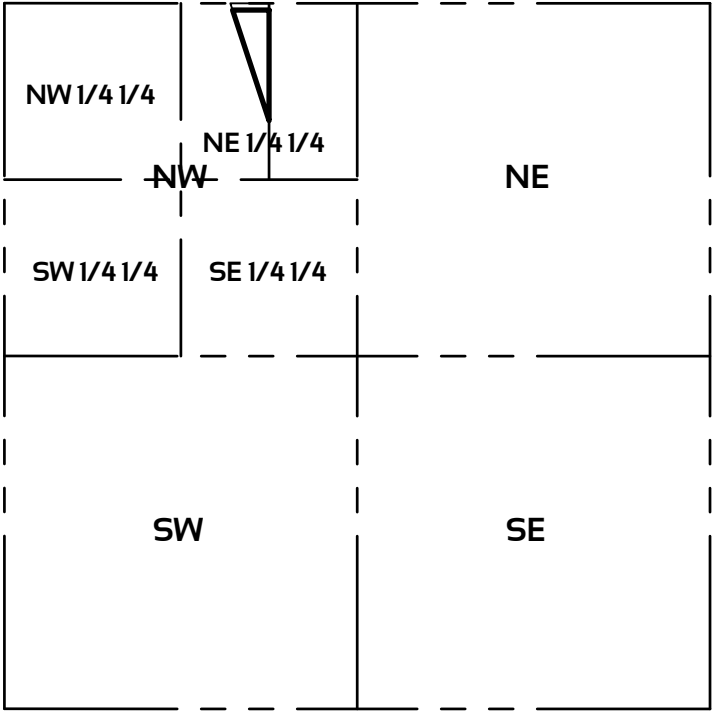


**SURVEYED  
PROPERTY**

110,763 SQ. FT.  
(2.5428 ACRES)  
PIN: 03-14-101-010-0000  
ZONING I-3

PIN: 03-14-101-008-0000  
ZONING I-3  
ENGIS CORPORATION

**SECTION 14-42-11 REFERENCE**  
NOT TO SCALE



**LEGEND OF LINES**

- PARCEL BOUNDARY
- RIGHT-OF-WAY
- CENTER OF RIGHT-OF-WAY
- ADJACENT BOUNDARY
- SECTION LINE
- BUILDING SETBACK
- WATERMAIN EASEMENT HEREBY GRANTED
- STORMWATER MANAGEMENT EASEMENT HEREBY GRANTED
- (180.00') RECORD DIMENSION
- 180.00' MEASURED DIMENSION

**DEDICATION NOTE**

ALL STREET RIGHT OF WAY NOTED ON THIS PLAT AS "HEREBY DEDICATED" ARE HEREBY DEDICATED, CONVEYED, GRANTED, AND TRANSFERRED TO COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR PUBLIC RIGHT OF WAY PURPOSES.

**GENERAL NOTES**

1. Survey prepared for: 845 Design Group
2. Field work completed on February 27, 2025
3. No title or letter report was provided for this survey. Boundary based on field evidence and Express Services Easement search order number 4131-JMM.
4. Land Area: 110,763 Square Feet (2.5428 Acres).

**147 W. HINTZ ROAD**  
WHEELING, ILLINOIS

**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER  
www.pinnacle-engr.com

ILLINOIS OFFICE:  
1051 E. MAIN STREET - SUITE 217  
EAST DUNDEE, IL 60118  
(847) 551-5300

CHICAGO | MILWAUKEE | NATIONWIDE

**PLAT OF DEDICATION AND  
GRANT OF EASEMENT**

REVISIONS	

REC JOB No. **51572.00**  
 DATE **2/12/2026**  
 SCALE **1"=30'**  
 DRAFTED BY: **TLS**

**SHEET**  
**1**  
**2**  
**5**

© COPYRIGHT 2024  
**SURVEY**

www.pinnacle-engr.com

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) S.S.  
COUNTY OF \_\_\_\_\_ )

THIS IS TO CERTIFY THAT THE NORTHWEST MOSQUITO ABATEMENT DISTRICT (NWMAD) IS THE OWNER OF THE LAND DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AFFIXED HEREON, AND DOES HEREBY CONSENT TO THE DEDICATION AND GRANT OF EASEMENT DEPICTED HEREON.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
OWNER

**NOTARY CERTIFICATE**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE AND COUNTY DO HEREBY CERTIFY THAT, \_\_\_\_\_ (OWNER) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S), WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF MOSQUITO ABATEMENT SUBDIVISION AND ACCOMPANYING INSTRUMENTS FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS( THEIR) OWN FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_.

BY: \_\_\_\_\_  
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

**VILLAGE ENGINEER CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_.

BY: \_\_\_\_\_  
VILLAGE ENGINEER

**VILLAGE COLLECTOR CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, VILLAGE COLLECTOR OF THE VILLAGE OF WHEELING, DO HEREBY CERTIFY THAT I FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS DUE AGAINST THE LAND INCLUDED IN THE PLAT HEREON DRAWN.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_.

BY: \_\_\_\_\_

**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS CERTIFICATE**

THIS PLAT HAS BEEN APPROVED BY THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT, CONFORMING TO THE STANDARDS OF THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS IS REQUIRED BY THE OWNER OF THE PROPERTY FOR THIS ACCESS

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
SUPERINTENDENT OF TRANSPORTATION AND HIGHWAYS COOK COUNTY, ILLINOIS

**COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, THE UNDERSIGNED, AS THE RECORDER OF DEEDS FOR \_\_\_\_\_ COUNTY DO HEREBY CERTIFY THAT INSTRUMENT NUMBER \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

\_\_\_\_\_  
RECORDER OF DEEDS

**WATERMAIN EASEMENT PROVISIONS**

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF WHEELING, ITS SUCCESSORS AND ASSIGNS, OVER ALL AREAS DESIGNATED "WATERMAIN EASEMENT" IN OVER, UNDER, THROUGH AND UPON THOSE AREAS DESIGNATED ON THE PLAT TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, ACCESS AND OPERATE VARIOUS WATER DISTRIBUTION FACILITIES, TOGETHER WITH ANY AND ALL NECESSARY VALVE VAULTS, FIRE HYDRANTS, AND OTHER STRUCTURES AND APPURTENANCES THAT MAY BE DEEMED NECESSARY, IN, OVER, UPON, ACROSS, ALONG, UNDER AND THROUGH THE SURFACE OF THE PROPERTY SHOWN ON THE PLAT, TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY LABOR, MATERIALS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK AND THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE TO SERVE IMPROVEMENTS THEREON. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE, WITHOUT OBLIGATION TO RESTORE OR REPLACE ANY OBSTRUCTION, INCLUDING BUT NOT LIMITED TO TREES, SHRUBS, OTHER PLANTS, BUSHES, ROOTS, STRUCTURES OR IMPROVEMENTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE GRANTEE'S FACILITIES. TO ENSURE THE INTEGRITY AND MAINTENANCE RESPONSIBILITIES OF THE WATERMAIN FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER DIMINISH WATERMAIN FACILITIES IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH ALTERATIONS OR THE MANIFESTATION OF DAMAGE TO THE WATERMAIN INTEGRITY ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT THE WATERMAIN FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED AS STATED ABOVE WITHOUT NOTICE TO THE PROPERTY OWNER. THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER RESPONSIBLE FOR THE AREA OR LOCATION OF SUCH OBSTRUCTION OR ALTERATION. THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK, INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR ANY COSTS INCURRED TO MAINTAIN, REPLACE OR REPAIR THE WATERMAIN OR WATER SERVICES NECESSARY FOR THE DEVELOPMENT FROM THE POINT OF CONNECTION AT THE VILLAGE WATERMAIN WITHIN THE PARKWAY. THE VILLAGE SHALL INCORPORATE ALL PROPOSED HYDRANTS ASSOCIATED WITH THE DEVELOPMENT INTO ITS HYDRANT FLUSHING PROGRAM.

**PUBLIC UTILITY EASEMENT PROVISIONS**

A PERPETUAL EASEMENT, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES, ARE HEREBY RESERVED FOR, AND GRANTED TO, VILLAGE OF WHEELING, COMMONWEALTH EDISON COMPANY, COMCAST CABLE COMMUNICATIONS, INC. (CABLE TV), NICOR GAS, AND AT&T ILLINOIS (TELEPHONE) THEIR SUCCESSORS AND ASSIGNEES, IN ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF ANY AND ALL PUBLIC UTILITIES, DRAINAGE LOCALITIES AND RELATED APPURTENANCES IN, OVER, ACROSS, ALONG AND UPON THE SO DESIGNATED PROPERTY. SAID EASEMENT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN. WITHOUT CONSENT OF GRANTEEES, NO BUILDINGS, STRUCTURES OR OTHER OBSTRUCTION SHALL BE CONSTRUCTED, PLANTED, OR PLACED IN ANY SUCH EASEMENT AREA, STREETS, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY. SUCH EASEMENTS SHALL FURTHER BE FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS, ELECTRIC, TELEPHONE, CABLE T.V., WATER MAINS, SANITARY AND STORM SEWERS, AND SHALL INCLUDE THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, BUT SUCH AERIAL SERVICE WIRE SHALL NOT PASS THROUGH PERMANENT IMPROVEMENTS ON SUCH LOTS. SUCH EASEMENTS SHALL SURVIVE THE VACATION BY PROPER AUTHORITY OF ANY STREETS AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT, UNLESS OTHERWISE EXPRESSLY MENTIONED IN THE ORDINANCE OF VACATION.

**STORMWATER MANAGEMENT EASEMENT PROVISIONS**

A NON-EXCLUSIVE PERPETUAL EASEMENT IS HEREBY RESERVED AND GRANTED TO THE VILLAGE OF WHEELING IN, OVER, UNDER, THROUGH, AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS "STORMWATER MANAGEMENT EASEMENT" FOR PURPOSE OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL, TOGETHER WITH REASONABLE ACCESS THERETO, SAID EASEMENT SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED, NOR ALTERATIONS MADE, INCLUDING ALTERATIONS IN THE FINAL TOPOGRAPHICAL GRADING PLAN WHICH IN ANY MANNER IMPEDED OR DIMINISH STORMWATER DRAINAGE OF DETENTION IN, OVER, UNDER, THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM, OR HAVE PERFORMED ON ITS BEHALF, THE REMOVAL OF SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENT COMPLIES WITH ALL APPLICABLE VILLAGE CODES. IN THE EVENT OF AN EMERGENCY SITUATION, AS DETERMINED BY THE VILLAGE, THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER. IN THE EVENT THE VILLAGE SHALL PERFORM, OR HAVE PERFORMED ON ITS BEHALF, REMOVAL OF ANY OBSTRUCTION OR ALTERATION TO OR UPON THE STORMWATER FACILITIES DRAINAGE EASEMENT, AS SET FORTH IN THIS EASEMENT, THE COST OF SUCH WORK SHALL, UPON RECORDATION OF NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE PROPERTY OWNER THAT CAUSED SUCH OBSTRUCTION OR ALTERATION. THE COST OF THE WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK, INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEYS' FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

**DEDICATION LEGAL DESCRIPTION**

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE 210 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF SAID PARALLEL LINE AND THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE, 287.10 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 50.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 09 SECONDS WEST ALONG A LINE 50.00 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID NORTH LINE, 270.54 FEET TO SAID PARALLEL LINE; THENCE NORTH 18 DEGREES 17 MINUTES 04 SECONDS WEST ALONG SAID PARALLEL LINE, 52.66 FEET TO THE POINT OF BEGINNING.

**STORMWATER MANAGEMENT EASEMENT LEGAL DESCRIPTION**

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE 210 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SAID PARALLEL LINE AND THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 18 DEGREES 17 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE, 52.66 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE, 287.10 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 17.30 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST, 173.23 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 15 SECONDS EAST, 22.86 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 14.26 FEET; THENCE NORTH 44 DEGREES 32 MINUTES 15 SECONDS WEST, 28.84 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 39.38 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS WEST, 29.20 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 29.20 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 119.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS WEST, 1.49 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 40 SECONDS WEST, 19.80 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 2.93 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, 10.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 7.07 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 20 SECONDS WEST, 11.21 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 58.47 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 40 SECONDS EAST, 19.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 24.64 FEET TO THE POINT OF BEGINNING.

**10' PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION**

THE EAST 10 FEET OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE 210 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WISCONSIN CENTRAL RAILROAD, EXCEPT THE NORTH 50.00 FEET, IN COOK COUNTY, ILLINOIS.

**10' WATERMAIN EASEMENT A LEGAL DESCRIPTION**

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE 210 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SAID PARALLEL LINE AND THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 18 DEGREES 17 MINUTES 04 SECONDS EAST ALONG SAID PARALLEL LINE, 52.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST ALONG A LINE 50.00 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH SAID NORTH LINE, 71.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE, 10.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS WEST, 17.30 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 20 SECONDS EAST, 173.23 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 15 SECONDS EAST, 22.86 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 14.26 FEET; THENCE NORTH 44 DEGREES 32 MINUTES 15 SECONDS WEST, 28.84 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 39.38 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS WEST, 29.20 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 10.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 29.20 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 119.67 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS WEST, 1.49 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 40 SECONDS WEST, 19.80 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 2.93 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 03 SECONDS WEST, 10.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 7.07 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 20 SECONDS WEST, 11.21 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 58.47 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 40 SECONDS EAST, 19.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 40 SECONDS EAST, 24.64 FEET TO THE POINT OF BEGINNING.

**10' WATERMAIN EASEMENT B LEGAL DESCRIPTION**

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF A LINE 210 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WISCONSIN CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SAID PARALLEL LINE AND THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE, 287.10 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 220.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 10.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 20 SECONDS WEST, 7.07 FEET; THENCE NORTH 44 DEGREES 59 MINUTES 20 SECONDS WEST, 11.21 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 04 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 56 SECONDS EAST, 7.59 FEET TO THE POINT OF BEGINNING.

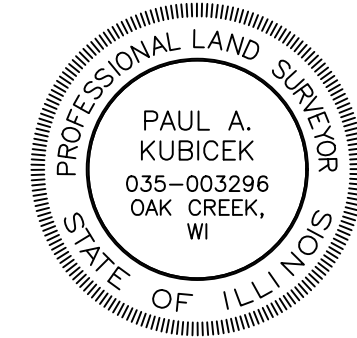
**SURVEYOR'S CERTIFICATE**

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF DEDICATING A PUBLIC RIGHT OF WAY AND GRANTING AN EASEMENT, AND THAT THIS PLAT OF DEDICATION AND GRANT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

THE FOLLOWING EASEMENT PROVISIONS ARE SHOWN HERE ON AS A CONDITION OF MAP APPROVAL. THE INCLUSION THEREOF ON THIS DOCUMENT IS NOT TO BE CONSIDERED PRACTICING LAW IN THE STATE OF ILLINOIS BY THE ABOVE SIGNED PROFESSIONAL LAND SURVEYOR, THE PROFESSIONAL LAND SURVEYOR IS NOT RESPONSIBLE FOR RIGHTS GRANTED, PERCEIVED OR OTHERWISE STATED HEREIN.

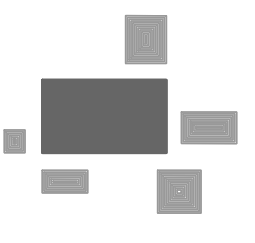
GIVEN UNDER MY HAND AND SEAL THIS 12TH DAY OF FEBRUARY, A.D., 2026.

SIGNED \_\_\_\_\_  
PAUL A. KUBICEK, ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003296  
EXPIRES 11/30/2028  
PINNACLE ENGINEERING GROUP, LLC #184006289-0010  
EXPIRES 04/30/2027



MAIL PLAT TO: Attention: Engineering Division  
Village of Wheeling  
2 Community Blvd  
Wheeling, Illinois 60090

**147 W. HINTZ ROAD**  
WHEELING, ILLINOIS



PLAN | DESIGN | DELIVER  
www.pinnacle-engr.com

**PINNACLE ENGINEERING GROUP**  
ENGINEERING | NATURAL RESOURCES | SURVEYING

ILLINOIS OFFICE:  
1051 E. MAIN STREET - SUITE 217  
EAST DUNDEE, IL 60118  
(847) 551-5300

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**PLAT OF DEDICATION AND GRANT OF EASEMENT**

**REVISIONS**

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REC JOB No. 5197.00	REC PM	DATE 2/12/2026	SCALE 1"=30'	DRAFTED BY: TJS
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SHEET  
**2**  
OF  
**2**

**SURVEY**  
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## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving a Contract with Utility Dynamics Corp. for the 2026 Streetlight Replacement Program in the Amount of \$688,887.50 in FY 2026  
**DOLLAR AMOUNT:** 688,887.50  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Capital Improvement Funds and North TIF Capital Improvement Funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

### EXECUTIVE SUMMARY

The Village is in the final year of a multi-year program to replace old concrete streetlight poles with new aluminum poles. This resolution approves a \$688,887.50 contract with Utility Dynamics Corp. for the 2026 Streetlight Replacement Program, which includes the replacement of the 17 remaining concrete poles as well as the installation of ten new streetlights in areas of Wolf Road and Wolf Court that currently lack them.

### MEMO

#### Background:

The multi-year streetlight replacement program was started in 2006 to bring non-standard village streetlights into compliance. Old and failing aluminum direct-bury wiring will be replaced with copper wiring enclosed in unit-duct raceway. The old concrete streetlight poles on Lakeside Circle, Cornell Avenue, and Waterman Avenue are scheduled for replacement in 2026, with any existing LED light fixtures to remain. Additionally, a new series of poles will be installed on Wolf Road and Wolf Court.

#### Discussion:

Public Works staff advertised a request for bids in April and received and opened two bids on April 28, 2026. Staff and the Village's engineering consultant reviewed the bid proposals and determined Utility Dynamics Corp. of Oswego to be the lowest-cost qualified and responsible bidder meeting all contract requirements with a base bid of \$688,887.50. Utility Dynamics has performed similar work for the Village numerous times successfully.

The approved budget for this project was based on work in areas of the Village outside of tax increment financing (TIF) districts except for two new poles to be installed on Wolf Court within the North TIF District. After the budget was approved, staff determined that adding additional light poles on Wolf Road for the new Gateway Park and south to Picardy Lane to illuminate the curve on Wolf Road would better serve travel on this roadway and would support future expansion south along Wolf Road. This additional portion of the project is in the expiring North TIF District and will be funded through the TIF.

Village consultant Civiltech Engineering has reviewed the unit prices and verified a significant increase in pricing compared to 2024, mainly due to the costs of raw materials; a memo from Civiltech detailing these increases is attached for Board review.

This construction contract will include the removal of old concrete light poles, their replacement with new aluminum poles, installation of new conduit and wiring, installation of new poles and foundations on Wolf Road and Wolf Court, and parkway restoration as necessary. Public Works anticipates the project will likely begin in June and be completed by September. This project will minimally adversely impact local traffic in the areas named above.

#### Budget:

Capital Improvement Funds in the amount of \$505,000 and North TIF Capital Improvement Funds have been allocated for

this project in FY2026. The overage of \$215,175 will be paid using North TIF Capital Improvement Funds, as the additional work added to this project is in the North TIF; \$473,712.50 will be expended through the Capital Projects Fund.

RESOLUTION NO. 26- \_\_\_\_\_

**RESOLUTION APPROVING A CONTRACT WITH UTILITY DYNAMICS CORP. FOR THE 2026 STREETLIGHT REPLACEMENT PROGRAM IN THE AMOUNT OF \$688,887.50 IN FY 2026**

**WHEREAS**, replacement of old concrete streetlight poles on Lakeside Circle, Cornell Avenue, and Waterman Avenue and installation of a new series of poles on Wolf Road and Wolf Court are scheduled for in 2026; and

**WHEREAS**, on April 28, 2026, the Village received and opened two (2) qualified bid proposals for this project, for \$688,887.50 and \$776,381.51 respectively; and

**WHEREAS**, engineering consultant Civiltech Engineering and Public Works personnel reviewed the two (2) bid proposals and determined Utility Dynamics Corp. 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 accept the attached proposal from Utility Dynamics Corp. for the 2026 Streetlight Replacement Program;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President is hereby authorized and directed to execute a contract with Utility Dynamics Corp. for the 2026 Streetlight Replacement Program in the amount of \$688,887.50, in accordance with the unit prices in the bid proposal dated April 28, 2026 as attached hereto.

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

President Horcher \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Ruffatto \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Papantos \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

**ADOPTED** this 18th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk





**Civiltech Engineering, Inc.**  
www.civiltechinc.com

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

30 N LaSalle Street, Suite 3220  
Chicago, IL 60602

330 E Kilbourn Avenue  
Suite 1215, Tower 1  
Milwaukee, WI 53202

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- Nature-based Solutions**

# Technical Memorandum

**Date:** April 29, 2026  
**To:** Kevin Pelli  
Engineering Coordinator  
**From:** Derek N. Mall, P.E.  
**Re:** 2026 Street Lighting Replacement Program  
Project Bid Comparison to 2024 Program

Civiltech reviewed the bid tabs from the 2024 and 2026 street light replacement programs to verify cost increases.

A comparison of major unit prices from the 2024 program were compared to 2026 program. These items in the table comprise 83.7% of the 2024 contract and 42.0% of the 2026. The 2026 program had a greater variety of items especially with different poles on Wolf Road and Wolf Court which also have higher costs. The comparison uses low bid prices from both programs which happen to be from the same contractor.

We believe that raw materials are the major cause of the price increases after talking to some lighting manufacturer representatives.

**Unit Price Comparison**

Pay Item	2024 Program (low bidder)	2026 Program (low bidder)	Difference
UNIT DUCT, 600V, 2-1C NO.6, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	\$19.50/foot	\$26.50/foot	+\$7/foot 35.9%
Lighting Unit Complete (25 foot pole)	\$3,090/each	\$3,900/each	+\$810/each 26.2%
LIGHT POLE FOUNDATION, METAL, SPECIAL	\$1,100/each	\$1,300/each	+\$200/each 18.1%
UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	\$40.00/foot	\$61.00/foot	+\$21.00/foot 52.5%
Contingency Items for sidewalk and pavement replacement	\$71,700	\$120,717.50	+\$49,017.50 68.4%



All of the lighting for the 2024 program was located at one location and in the 2026 program the lighting work is in 6 locations in the base bid alone. Each location carries additional costs for service connections and controller/disconnect.

### Summary

We believe that the increase in raw material, labor, and transportation costs to be the main cause of the increase in prices between the 2024 and 2026 street light replacement programs. The low bidder was within 1.4% of our engineer's estimate which was based on a data base of recent bid prices on IDOT let projects.

**VILLAGE OF WHEELING**  
**CONTRACT DOCUMENT**  
**FOR**  
***2026 STREET LIGHTING REPLACEMENT PROGRAM***

This agreement is made this 18th day of May, 2026 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Utility Dynamics Corp.) hereinafter to as (the "Contractor") and its successors.

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

*The replacement of residential street lighting within the project neighborhood.*

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 2026 STREET LIGHTING REPLACEMENT PROGRAM, 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 4/28/2026 .
  - 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 \$688,887.50 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 100 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 18th day of May, 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 4th day of May, 2026.

Individual or Partnership \_\_\_\_\_ Corporation

By [Signature] By Christie Maday

Joseph B. Spencer, President Christie Maday, Corporate Secretary

Position/Title Position/Title



Utility Dynamics Corporation

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Patrick Horcher  
Village President

\_\_\_\_\_  
Kathryn M. Brady  
Village Clerk



**Civiltech Engineering, Inc.**  
www.civiltechinc.com

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

30 N LaSalle Street, Suite 3220  
Chicago, IL 60602

330 E Kilbourn Avenue  
Suite 1215, Tower 1  
Milwaukee, WI 53202

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- Landscape Architecture**
- Nature-based Solutions**

April 29, 2026

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

**Re: 2026 Street Lighting Replacement Program**  
Award Recommendation

Dear Mr. Pelli:

Bids were opened for the subject project on April 28 at 9:00 am. The bids have been reviewed and tabulated as follows:

Bidder	Base Bid	Alternate 1	Alternate 2
Utility Dynamics Corporation	\$688,887.50	\$158,160.00	\$73,799.50
Engineer's Estimate	\$698,742.00	\$132,160.00	\$69,030.00
Hydro-Exc, Inc.	\$776,381.51	\$182,654.34	\$88,394.37

The lowest responsive, responsible bidder was Utility Dynamics Corporation. Based on the Village's budget for this project, we recommend awarding the contract to Utility Dynamics Corporation in the amount of \$688,887.50 for the base bid. Civiltech and the Village have worked with Utility Dynamics Corporation on past projects of similar scope. They have completed the work satisfactorily and are IDOT prequalified.

Please let us know if you have any questions.

Very truly yours,

Derek N. Mall, P.E.  
Senior Project Manager

**Civiltech Engineering, Inc.**



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving an Agreement with Civiltech Engineering, Inc. for Construction Engineering Inspections for the 2026 Streetlight Replacement Program in an Amount Not to Exceed \$75,752  
**DOLLAR AMOUNT:** 75,752  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Capital Improvement Funds and North TIF Capital Improvement Funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

### EXECUTIVE SUMMARY

This resolution approves a \$75,752 professional services agreement with Civiltech Engineering, Inc. to provide construction engineering inspections for the 2026 Streetlight Replacement Program, which includes the replacement of 17 existing concrete poles as well as the installation of ten new streetlights in areas of Wolf Road and Wolf Court that currently lack them.

### MEMO

#### Background:

The 2026 Streetlight Replacement Program will replace poles on Lakeside Circle, Cornell Avenue, and Waterman Avenue and will install a new series of poles on Wolf Road and Wolf Court. The project includes removal of old concrete light poles, their replacement with new aluminum poles, installation of new conduit and wiring, the installation of new poles and foundations on Wolf Road and Wolf Court, and parkway restoration as necessary.

#### 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. Civiltech, which designed this project, has provided these services on numerous projects for the Village, and staff is confident in Civiltech's performance. Staff anticipates that this project will begin in June and will be completed in September. Traffic will be minimally adversely impacted in the areas named above.

#### Budget:

Capital Improvement Funds in the amount of \$52,500 have been allocated for this project in FY2026. North TIF Capital Improvement Funds in the amount of \$23,252 will be used for the additional work on Wolf Road, which is in the North TIF.

#### Strategic Plan:

Transportation and Infrastructure

**RESOLUTION NO. 26- \_\_\_\_\_**

**RESOLUTION APPROVING AN AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR CONSTRUCTION ENGINEERING INSPECTIONS FOR THE 2026 STREETLIGHT REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$75,752**

**WHEREAS**, the 2026 Streetlight Replacement Program includes replacement of old concrete streetlight poles on Lakeside Circle, Cornell Avenue, and Waterman Avenue and installation of a new series of poles on Wolf Road and Wolf Court; and

**WHEREAS**, given the extensive and complicated 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**, Civiltech Engineering, Inc. designed this project, and Public Works staff is confident in its engineers' ability to perform associated construction engineering services; and

**WHEREAS**, it is in the best interest of the Village to approve the submitted construction engineering services agreement with Civiltech Engineering, Inc. for the 2026 Streetlight Replacement Program;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village President is hereby authorized and directed to execute the attached agreement with Civiltech Engineering, Inc. for construction engineering services for the 2026 Streetlight Replacement Program in an amount not to exceed \$75,752.

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 18th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For

CE

Agreement Type

Original

Using State Funds (Non-MFT)?  Yes  No

### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Wheeling	Cook		
Project Number	Contact Name	Phone Number	Email
N/A	Kyle Goetzelmann	(847) 499-9053	kgoetzelmann@wheelingil.gov

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
2026 Street Light Replacement Program			N/A

Location Termini	<input type="button" value="Add Location"/>
Various - 11 Locations throughout Wheeling	<input type="button" value="Remove Location"/>

Project Description

Phase III professional engineering services related to the construction engineering of 2026 Street Light Replacement Program on various streets throughout the Village of Wheeling.

Engineering Funding	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Local	
Anticipated Construction Funding	<input type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Local

### AGREEMENT FOR

Phase III - Construction Engineering

### CONSULTANT

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

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

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

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

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

AGREEMENT EXHIBITS

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

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

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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

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

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

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

### III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$68,252.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$7,500.00
Subconsultant Total		\$7,500.00
Prime Consultant Total		\$68,252.00
Total for all work		\$75,752.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Clerk

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	

**EXHIBIT A  
SCOPE OF SERVICES**

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

See attached Exhibit A



## Scope of Services Phase III Construction Engineering

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

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	

**EXHIBIT B  
PROJECT SCHEDULE**

See attached Exhibit B



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Civiltech Engineering, Inc.	Cook	

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

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

Form Not Applicable (engineering services less than the threshold)

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

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



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Wheeling	Cook	
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Civiltech Engineering, Inc.	James D. Ewers, P.E.	4/16/2026
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Civiltech Engineering, Inc.		

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

**Remarks**

2026 Wheeling Street Light Replacement Program

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	<b>MONTHS</b>	<b>OVERHEAD RATE</b>
3		134.33%
<b>START DATE</b>	<b>RAISE DATE</b>	<b>COMPLEXITY FACTOR</b>
8/1/2026	4/1/2027	0
		<b>% OF RAISE</b>
		3.00%
<b>END DATE</b>		
10/31/2026		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	8/1/2026	10/31/2026	3	100.00%





**Local Public Agency**

Village of Wheeling

**County**

Cook

**Section Number**

**Consultant / Subconsultant Name**

Civiltech Engineering, Inc.

**Job Number**

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	55	\$90.00	\$4,950.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	60	\$0.86	\$51.60
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost	10	\$10.00	\$100.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$5,101.60</b>



**Local Public Agency**  
 Village of Wheeling  
**Consultant / Subconsultant Name**  
 Civitech Engineering, Inc.

**County**  
 Cook

**Section Number**  
**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	67.73	24.0	5.03%	3.41	12	3.23%	2.18	12	11.43%	7.74						
Res. Engr. III	47.81	420.0	88.05%	42.10	336	90.32%	43.18	84	80.00%	38.25						
Res. Engr. I	37.85	0.0														
Field Technician I	31.25	0.0														
Chief Layout Specialist	46.30	24.0	5.03%	2.33	20	5.38%	2.49	4	3.81%	1.76						
Structural Engr. III	53.00	0.0														
Senior Proj Mngr (QA Rep)	79.13	9.0	1.89%	1.49	4	1.08%	0.85	5	4.76%	3.77						
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<b>TOTALS</b>		477.0	100%	\$49.33	372.0	100.00%	\$48.71	105.0	100%	\$51.52	0.0	0%	\$0.00	0.0	0%	\$0.00



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution for Improvement under the Illinois Highway Code, Section 23-00095-00-RS (Construction and Construction Engineering for Lexington Drive Improvement Project)  
**DOLLAR AMOUNT:** 141,631  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Motor Fuel Tax Funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

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### EXECUTIVE SUMMARY

The Lexington Drive Improvement Project was awarded a Surface Transportation Program (STP) grant through the State of Illinois that will provide 80% funding for construction and construction engineering; the Village is required to fund the remaining 20% of the project cost. As such, the Village Board is asked to take action on three related items: a resolution approving the expenditure of Motor Fuel Tax funds, a resolution approving an agreement for construction engineering inspection services, and a resolution approving a joint funding agreement for construction work with the state. The attached Illinois Department of Transportation (IDOT) resolution appropriates Motor Fuel Tax funds for the Lexington Drive Improvement Project from the Village's FY 2026 budget for the 20% local share of the project.

### MEMO

#### Background:

Lexington Drive between Route 83 and Lake Cook Road is rated between poor and very poor condition based on a Pavement Condition Index (PCI) assessment: 2,798 feet of road will require resurfacing, pavement patching, sidewalk replacement, striping, and curb and gutter replacement.

A Surface Transportation Program (STP) grant was awarded to the Village in 2025 to provide 80% funding for construction and construction engineering for the Lexington Drive Improvement Project. The Village is required to fund the remaining 20% of the cost of the project, which is scheduled to be let by the state on June 12, 2026.

#### Discussion:

The approval of this IDOT Bureau of Local Roads & Streets (BLR) 09110 form "Resolution for Improvement by Municipality under the Illinois Highway Code" does not authorize the Village to use Motor Fuel Tax funds at this time, but is required for the appropriation of \$141,631 of Motor Fuel Tax Funds from the Village's budget for street improvement projects during FY 2026. Once this resolution is passed by the Village, IDOT will review the program. Once IDOT approves this resolution and the associated joint funding agreement and engineering services agreement with Michael Baker International, the Village will be authorized to use these funds to pay for the Lexington Drive Improvement Project.

#### Budget:

The FY 2026 budget includes \$200,000 in Motor Fuel Tax Funds for this project.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[ ] Yes [ ] No

Table with Resolution Type (Original), Resolution Number (26-), and Section Number (23-00095-00-RS)

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

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: Lexington Drive, 0.53, MS 2088, IL Route 83, Lake-Cook Rd

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Hot-Mix asphalt roadway resurfacing Lexington Drive from McHenry Road (IL 83) to Lake-Cook Road. Improvements include pavement milling, resurfacing, pavement patching as needed, spot curb and gutter replacement and spot sidewalk replacement along with new striping and turf restoration.

2. That there is hereby appropriated the sum of one hundred forty one thousand, six hundred thirty one Dollars (\$141,631.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Kathryn M. Brady, Village Clerk in and for said Village

of Wheeling in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Wheeling at a meeting held on May 18, 2026

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 18th day of May, 2026

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



**MEMORANDUM**

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving a Joint Funding Agreement with the State of Illinois to Provide Funding for Construction and Engineering Inspections for the Lexington Drive Improvement Project in the Amount of \$141,631  
**DOLLAR AMOUNT:** \$141,631  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Motor Fuel Tax Funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

---

**EXECUTIVE SUMMARY**

The Lexington Drive Improvement Project was awarded a Surface Transportation Program (STP) grant through the State of Illinois that will provide 80% funding for construction and construction engineering; the Village is required to fund the remaining 20% of the project cost. As such, the Village Board is asked to take action on three related items: a resolution approving the expenditure of Motor Fuel Tax funds, a resolution approving an agreement for construction engineering inspection services, and a resolution approving a joint funding agreement for construction work with the state. The attached resolution approves a \$141,631 joint funding agreement with the State of Illinois to fund the Village's share of construction and construction engineering costs for the Lexington Drive Improvement Project.

**MEMO**

**Background:**

Lexington Drive between Route 83 and Lake Cook Road is rated between poor and very poor condition based on a Pavement Condition Index (PCI) assessment: 2,798 feet of road will require resurfacing, pavement patching, sidewalk replacement, striping, and curb and gutter replacement.

A Surface Transportation Program (STP) grant was awarded to the Village in 2025 to provide 80% funding for construction and construction engineering for the Lexington Drive Improvement Project. The Village is required to fund the remaining 20% of the cost of the project, which is scheduled to be let by the state on June 12, 2026.

**Discussion:**

In 2021, the Village contracted with engineering consultant Chastain and Associates to seek reclassification of Lexington Drive to a Federal Highway Administration (FHWA) Route. This reclassification was granted, which allowed the Village to apply for an STP grant to fund the resurfacing of Lexington from Illinois Route 83 to Lake Cook Road. The STP grant was awarded in 2025, and the project is currently being let by the state, with the bid opening scheduled for June 12, 2026.

Public Works staff is requesting approval of the attached agreement with the State of Illinois to fund the Village's share of construction and construction engineering services associated with the Lexington Drive Improvement Project in the amount of \$141,631.

**Budget:**

Motor Fuel Tax Funds in the amount of \$200,000 are budgeted for these services during FY2026.

**RESOLUTION NO. 26- \_\_\_\_\_**

**RESOLUTION APPROVING A JOINT FUNDING AGREEMENT WITH THE STATE OF ILLINOIS TO PROVIDE FUNDING FOR CONSTRUCTION AND ENGINEERING INSPECTIONS FOR THE LEXINGTON DRIVE IMPROVEMENT PROJECT IN THE AMOUNT OF \$141,631**

**WHEREAS**, a Surface Transportation Program (STP) grant has been awarded to the Village of Wheeling (the "Village") for the Lexington Drive Improvement Project between Illinois Route 83 and Lake Cook Road; and

**WHEREAS**, the STP grant will provide 80% funding for construction and construction engineering services; and

**WHEREAS**, the Village of Wheeling will provide the remaining 20% funding in the amount of \$141,631; and

**WHEREAS**, it is in the best interest of the Village to approve the Joint Funding Agreement for the Lexington Drive Improvement 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 the State of Illinois for construction and construction engineering services for the Lexington Drive Improvement Project in the amount of \$141,631.

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 18th day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk



**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
Village of Wheeling	Cook	23-00095-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-26-0005

**Construction**

State Job Number	Project Number
C-91-221-26	Y2KK(934)

Local Let/Day Labor   
  Construction on State Letting   
  Construction Engineering   
  Utilities   
  Railroad Work

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
Lexington Drive	MS 2088	0.53 MI	From	To
			00.00	00.53

Location Termini

Lake Cook Road to McHenry Road

Current Jurisdiction	Existing Structure Number(s)	
Village of Wheeling	N/A	<a href="#">Remove</a>

**PROJECT DESCRIPTION**

Hot-Mix asphalt roadway resurfacing Lexington Drive from McHenry Road (IL 83) to Lake-Cook Road. Improvements include pavement milling, resurfacing, pavement patching as needed, spot curb and gutter replacement and spot sidewalk replacement along with new striping and turf restoration.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Wheeling	23-00095-00-RS	C9122126	Y2KK(934)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

## I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

## II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
  - any member of his or her immediate family;
  - his or her partner; or
  - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

### III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

## V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

## VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Wheeling	23-00095-00-RS	C9122126	Y2KK(934)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**SCHEDULES**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Wheeling	23-00095-00-RS	C9122126	Y2KK(934)

**AGREEMENT SIGNATURES EXECUTION**

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Patrick Horcher

Title of Official

Village President

Signature

[Signature Box]

Date

[Date Box]

The above signature certifies the agency's TIN number is

366006156 \_\_\_\_\_ conducting business as a Governmental Entity.

DUNS Number 079754586

UEI ZAYMEKBAEDR2

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature Box]

Date

[Date Box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature Box]

Date

[Date Box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature Box]

Date

[Date Box]

Michael Prater, Chief Counsel

[Signature Box]

Date

[Date Box]

Vicki Wilson, Chief Fiscal Officer

[Signature Box]

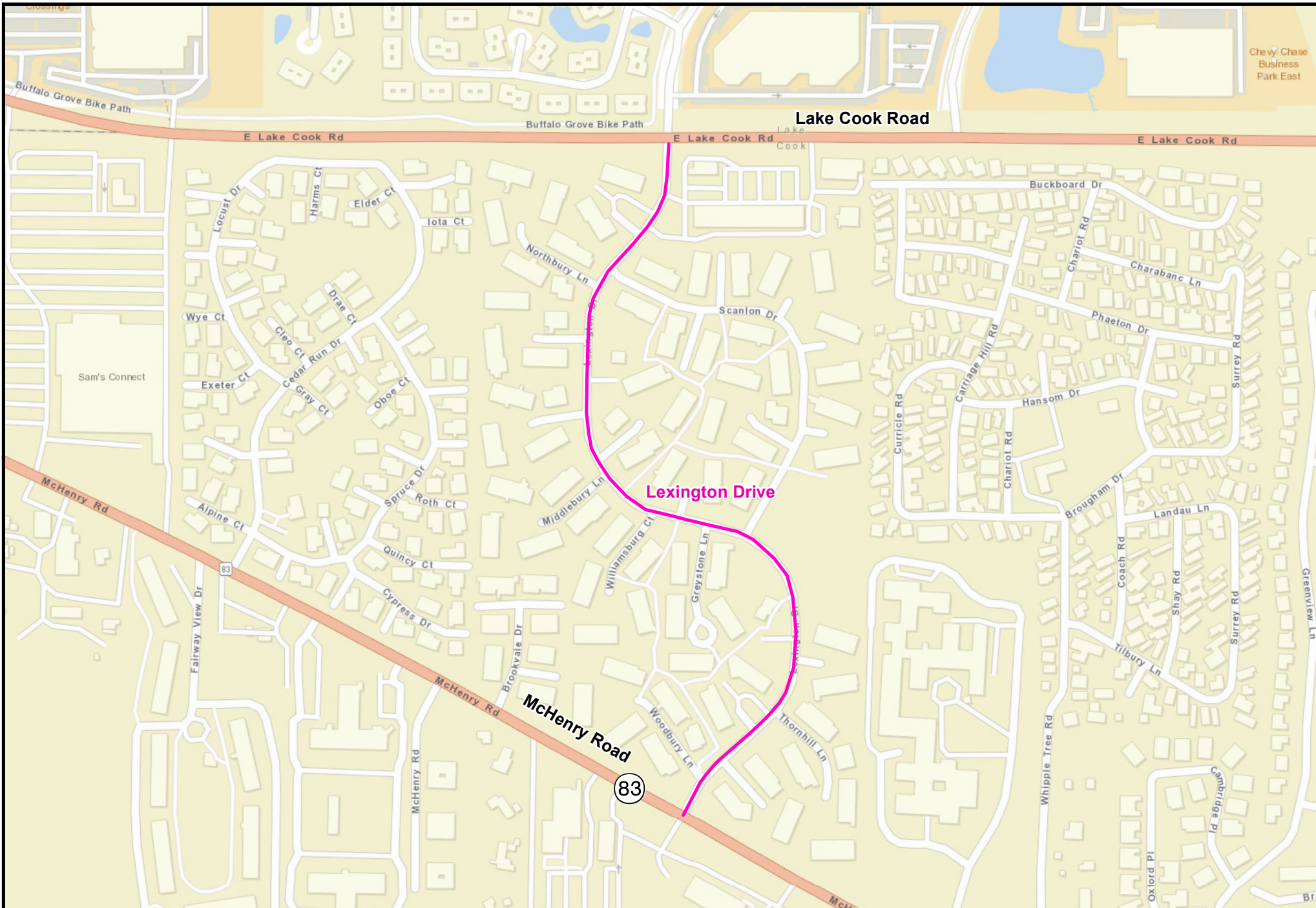
Date

[Date Box]

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Please check this box to open a fillable Resolution form within this form.





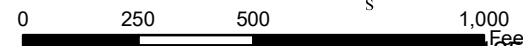
Chevy Chase Business Park East



Lexington Drive  
Location Map  
Wheeling, IL

**Legend**

— Project Limits



**SCHEDULE NUMBER 3**

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Wheeling	23-00095-00-RS	Cook		

**LRS Federal Funds RISK ASSESSMENT**

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	<b>0 points</b> - One or more federal-aid funded transportation projects initiated per year; <b>1 point</b> - At least one project initiated within the past three years; <b>2 points</b> - AT least one project initiated within the past 5 years; <b>3 points</b> - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<b>0 points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<b>0 points</b> - No; <b>1 point</b> - Delays of 6 or more months; <b>2 points</b> - Delays of up to 1 year; <b>3 points</b> - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<b>0 points</b> - yes; <b>3 points</b> - no	0
	What is the LPA's accounting system?	<b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> - paper only; <b>3 points</b> - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<b>0 points</b> - yes; <b>3 points</b> - no	0
Audits	When was the last time a financial statement audit was conducted?	<b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	<b>0 points</b> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <b>1 point</b> - Financial review?; <b>2 points</b> Other type? or no audit required; <b>3 points</b> - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<b>0 points</b> - no; <b>3 points</b> - yes, or no audits required	0
	Have the findings been resolved?	<b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

**Fely Gregorio**

Digitally signed by Fely Gregorio  
Date: 2026.02.25 15:14:48  
-06'00'

Central Office Review Signature & Date

**Teresa Cline**

Digitally signed by Teresa Cline  
Date: 2026.03.09 10:57:47  
-05'00'

Additional Requirements?  Yes  No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Wheeling	23-00095-00-RS	C9122126	Y2KK(934)

**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did Village of Wheeling expend more than \$750,000 in federal funds in aggregate from all federal sources?  
LPA

Yes  No

2. Does the Village of Wheeling anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Wheeling fiscal year?  
LPA

Yes  No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Wheeling performed a single audit for their previous fiscal year?  
LPA

Yes  No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?


Yes  No

b. For the current fiscal year, does the Village of Wheeling intend to comply with Subpart F of 2 CFR 200?  
LPA

Yes  No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Brian Smith	Director of Finance	Village of Wheeling

Signature & Date  
 2/23/2026



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving an Engineering Services Agreement with Michael Baker International to Provide Construction Engineering Inspections for the Lexington Drive Improvement Project in an Amount Not to Exceed \$64,340  
**DOLLAR AMOUNT:** 64,340  
**BUDGETED:** Yes  
**BUDGET SOURCE:** Motor Fuel Tax Funds  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Transportation & Infrastructure

### EXECUTIVE SUMMARY

The Lexington Drive Improvement Project was awarded a Surface Transportation Program (STP) grant through the State of Illinois that will provide 80% funding for construction and construction engineering; the Village is required to fund the remaining 20% of the project cost. As such, the Village Board is asked to take action on three related items: a resolution approving the expenditure of Motor Fuel Tax funds, a resolution approving an agreement for construction engineering inspection services, and a resolution approving a joint funding agreement for construction work with the state. The attached resolution approves a \$64,340 professional services agreement with Michael Baker International to provide construction engineering inspections for the project.

### MEMO

#### Background:

Lexington Drive between Route 83 and Lake Cook Road is rated between poor and very poor condition based on a Pavement Condition Index (PCI) assessment: 2,798 feet of road will require resurfacing, pavement patching, sidewalk replacement, striping, and curb and gutter replacement.

A Surface Transportation Program (STP) grant was awarded to the Village in 2025 to provide 80% funding for construction and construction engineering for the Lexington Drive Improvement Project. The Village is required to fund the remaining 20% of the cost of the project, which is scheduled to be let by the state on June 12, 2026.

#### Discussion:

In July of 2025, Public Works staff sent a Request for Statements of Qualifications (RSQ) to various firms for professional engineering services to assist the Village with its capital improvement projects. Michael Baker International was one of the selected firms for transportation engineering services.

Public Works personnel do not have the ability to perform all required engineering inspection services necessary for the numerous projects contracted during a given fiscal year. In this case, technical engineering inspections and Illinois Department of Transportation documentation are required for the subject construction work. Michael Baker International is currently performing these same services on the South Dunhurst Resurfacing Project, and staff is confident that their engineers will perform well on this project also. Staff anticipates that this project will begin in late July and will be completed in October, similar to previous street improvement programs. The project will impact local access to streets during the construction process, and staff will ensure that all affected residents are notified in a timely manner.

The Village will pay the full cost of the construction engineering up front and then be reimbursed for 80% of the cost by the state per the terms of the joint funding agreement that immediately precedes this item on the Village Board's may 18 agenda. The Village's approximate final cost for these services after reimbursement is \$12,872.

#### Budget:

Motor Fuel Tax Funds in the amount of \$55,000 are budgeted for these services during FY2026.

**RESOLUTION NO. 26- \_\_\_\_\_**

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL TO PROVIDE CONSTRUCTION ENGINEERING INSPECTIONS FOR THE LEXINGTON DRIVE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$64,340**

**WHEREAS**, the Lexington Drive Improvement Project will improve the subject roadway between Illinois Route 83 and Lake Cook Road; and

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

**WHEREAS**, Michael Baker International is currently providing said services for the South Dunhurst Resurfacing Project, and Public Works staff is confident in its engineers' ability to perform well on this project; and

**WHEREAS**, it is in the best interest of the Village to approve the submitted engineering services agreement with Michael Baker International for the Lexington Drive Improvement 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 Michael Baker International for construction engineering services for the Lexington Drive Improvement Project in an amount not to exceed \$64,340.

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 18th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For  
Federal CE

Agreement Type  
Original

### LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Wheeling		Cook	23-00095-00-RS	C-91-221-26
Project Number	Contact Name	Phone Number	Email	
Y2KK(934)	Dan Kaup	(847) 279-6903	dkaup@wheelingil.gov	

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Lexington Drive	2088	0.48	

Location Termini	Add Location
McHenry Road (IL 83) to Lake Cook Road	Remove Location

Project Description  
 HMA roadway resurfacing of Lexington Drive from McHenry Road (IL Route 83) to Lake Cook Road. Improvements include pavement milling, resurfacing, pavement patching, spot curb and gutter replacement, spot sidewalk replacement, installation of new pavement markings, and landscape restoration.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

### AGREEMENT FOR

Phase III - Construction Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email	
Michael Baker International, Inc.	Jeffrey Maczko	(331) 333-2523	[REDACTED]	
Address	City	State	Zip Code	
200 W. Adams Street, STE 1800	Chicago	IL	60606	

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

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

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

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

## AGREEMENT EXHIBITS

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

- EXHIBIT 1: Scope of Services
- EXHIBIT 2: Project Schedule
- EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- EXHIBIT 4: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
- Exhibit 5: Sub-Consultant CECS (Rubino Engineering)
- BC 775
- BC 776

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

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

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

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the

suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

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

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

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

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

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

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

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

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

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

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Michael Baker International, Inc.	25-1228638	\$52,567.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$11,773.00
Subconsultant Total		\$11,773.00
Prime Consultant Total		\$52,587.00
Total for all work		\$64,340.00

**AGREEMENT SIGNATURES**

Attest: The   of

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name  
Attest:

By (Signature & Date)  
  
Digitally signed by Scott Rodseth  
DN: cn=Scott Rodseth, gn=Scott Rodseth, c=US, United States, f=US, United States, o=Michael Baker International, Inc., e=scott.rodseth@mbakerint.com  
Reason: I agree to the terms defined by the placement of my signature in this document  
Location:  
Date: 2026-05-11 14:36-05:00

Title

By (Signature & Date)  
  
Digitally signed by Jeffrey Maczko  
Date: 2026.05.11 14:29:09 -05'00'

Title

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Michael Baker International, Inc.	Cook	23-00095-00-RS

**EXHIBIT 1  
SCOPE OF SERVICES**

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

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

- Attend Pre-Construction Meeting with LPA, IDOT, Contractor and stakeholders.
- Layout project removal limits for Contractors use in completing improvements.
- Conduct inspections during periods of Contractor activity and document daily activity following IDOT documentation policies using the CMMS project documentation system.
- Document, measure and coordinate project quantities.
- Prepare and process pay estimates.
- Verify and document material certifications and quality.
- Coordinate Material QA services with subconsultant Rubino Engineering, Inc.
- Assist Village in coordination of project documentation with IDOT and Contractor.
- Complete project close out per IDOT policies, procedures, and requirements.

Services to be provided by Rubino Engineering, Inc. shall cover Material QA.

- Rubino shall coordinate material inspection and testing services with Michael Baker for Concrete and Hot Mix Asphalt products and placement.
- Material QA Services shall be provided in compliance with IDOT's Project Procedures Guide for sampling and testing requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Michael Baker International, Inc.	Cook	23-00095-00-RS

**EXHIBIT 2  
PROJECT SCHEDULE**

Anticipated Project Schedule:

- August 2026 - Pre-Construction Activities Begin
- August 17, 2026 - September 25, 2026 - Construction Activities (30 IDOT Working Days)
- September 28, 2026 - October 15, 2026 - Clean Up and Punch List
- October 16, 2026 - December 31, 2026 - Project Closeout

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Michael Baker International, Inc.	Cook	23-00095-00-RS

**Exhibit 3  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, Due date of submittal: 07/11/25

Method(s) used for advertisement and dates of advertisement

Advertised on Village's Website and via letter - May 30, 2025.

5	Do the written QBS policies and procedures cover conflicts of interest?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Qualification of Key Personnel	35%
Related project experience and performance	35%
References	15%
Familiarity with Cook and Lake County region	10%
Location of office	5%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Dan Kaup, DVM/DPW & Kyle Goetzelmann, Village Engineer

Top three consultants ranked for this project in order	
1	Michael Baker International, Inc.
2	Civiltech Engineering, Inc.
3	Ciorba Group, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheeling	Michael Baker International, Inc.	Cook	23-00095-00-RS
16 LPA is a home rule community (Exempt from QBS).			<input type="checkbox"/> <input checked="" type="checkbox"/>



**Local Public Agency** Village of Wheeling **County** Cook **Section Number** 23-00095-00-RS  
**Prime Consultant (Firm) Name** Michael Baker International, Inc. **Prepared By** Jeffrey Maczko, PE, CFM **Date** 5/11/2026  
**Consultant / Subconsultant Name** Michael Baker International, Inc. **Job Number** C-91-221-26

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

**Remarks**

Lexington Drive Resurfacing - Phase III Construction Engineering Services

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	6	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	115.45%
<b>START DATE</b>	7/1/2026		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2027		<b>% OF RAISE</b>	3.00%
<b>END DATE</b>	12/31/2026			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	Contract	% of
0	7/1/2026	12/31/2026	6	100.00%	





**Local Public Agency**

Village of Wheeling

**County**

Cook

**Section Number**

23-0095-00-RS

**Consultant / Subconsultant Name**

Michael Baker International, Inc.

**Job Number**

C-91-221-26

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	35	\$90.00	\$3,150.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00

**TOTAL DIRECT COSTS:** \$3,150.00







<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Wheeling	Cook	23-00095-00-RS
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Michael Baker International	Michelle Lipinski	5/11/2026
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Rubino Engineering, Inc.	C-91-221-26	

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

**Remarks**

Q26.200 Lexington Drive Resurfacing - McHenry Road to Lake Cook Road, Wheeling, IL Following LR 1030-2

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	<b>MONTHS</b>	<b>OVERHEAD RATE</b>
6		159.87%
<b>START DATE</b>	<b>RAISE DATE</b>	<b>COMPLEXITY FACTOR</b>
7/1/2026	3/1/2027	0
		<b>% OF RAISE</b>
		3.00%
<b>END DATE</b>		
12/31/2026		

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	7/1/2026	12/31/2026	6	100.00%



**Local Public Agency**

Village of Wheeling

**County**

Cook

**Section Number**

23-00095-00-RS

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

C-91-221-26

**DIRECT COSTS WORKSHEET**

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day	8.5	\$90.00	\$765.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)		\$22.02	\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$468.25	\$936.50
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
PCC Cylinder Compression Test	In House Direct Cost	24	\$19.50	\$468.00
Core Density	In House Direct Cost	4	\$44.50	\$178.00
Nuclear Density Gauge	In House Direct Cost	3	\$50.00	\$150.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$2,497.50</b>



**Local Public Agency**

Village of Wheeling

**County**

Cook

**Section Number**

23-00095-00-RS

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

C-91-221-26

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Material Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	44.04	56.0	81.16%	35.74	56	81.16%	35.74									
Project Manager / Engineer	50.22	11.0	15.94%	8.01	11	15.94%	8.01									
Staff Engineer / Geologist /	37.07	0.0														
Laboratory Staff	32.00	0.0														
Principal	74.00	2.0	2.90%	2.14	2	2.90%	2.14									
		0.0														
		0.0														
		0.0														
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<b>TOTALS</b>		69.0	100%	\$45.89	69.0	100.00%	\$45.89	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



**MEMORANDUM**

**DATE:** May 18, 2026  
**FROM:** Daniel Kaup, Deputy Village Manager/Public Works Director  
**SUBJECT:** Resolution Approving the Purchase of Ten Park Benches from Noblewins of Lakewood, Ohio in the Amount of \$82,432.50  
**DOLLAR AMOUNT:** \$82,432.50  
**BUDGETED:** Yes  
**BUDGET SOURCE:** General Fund, Town Center TIF, North TIF  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Community Image

**EXECUTIVE SUMMARY**

The Village is seeking to improve four public spaces, including Friendship Park, Wheeling Town Center, Northgate Park, and the new Gateway Park. Staff intends to include new bench amenities in these projects made from upcycled wind turbine components. The attached resolution approves the purchase of ten decorative benches from Noblewins for said properties. Each project budget will be able to support this addition to its project cost.

**MEMO**

The Village is in the process of revitalizing various publicly-owned open space properties, including the Friendship Park Fountain, a new park called Gateway Park to be constructed at Wolf Road and Milwaukee Avenue, a new open space to be created at the Wheeling Town Center development, and Northgate Park at Northgate Parkway and Dundee Road. As part of these development projects, staff has sought to include noteworthy features to tie the new open spaces together while improving the aesthetic appearance by adding public art to each project site. To that end, staff found an Ohio company called Noblewins that constructs park benches out of used wind turbine components. The result is a unique bench made of 91% recycled/upcycled material that can be used as a public art feature or for Village-related images and advertising. The benches are constructed from retired wind turbine blades that are repurposed into sturdy bench structures. Made of aluminum and polyvinyl chloride (PVC), they are reinforced to provide structural integrity and corrosion resistance and are essentially maintenance-free. The aluminum arrives primed and can either be painted or wrapped to serve as a functional art piece.

Staff intends to place two of these benches at Northgate Park, four at the Town Center open space, two at Friendship Park, and two at the new Gateway Park, for a total of ten benches.

**Budget**

The unit cost per bench is \$8,475 based on the proposal provided. Noblewins has offered a 5% discount if the Village makes a bulk order of ten benches, bringing the total per-bench cost, including freight, to \$8,243.25. While the purchase of these features is not explicitly included in the FY26 budget, funds approved in the various budgets for each open-space project will be applied toward this cost. Specifically, the two Friendship Park benches will be included in the Fountain reconstruction project that is being designed in 2026 and will be constructed in 2027. The six benches to be located at Town Center and Northgate Park will be included in the Town Center TIF budget that will be used to construct the currently underway realignment and signage project set to begin this month. The two benches at Gateway Park will be included in the North Milwaukee TIF project to construct the new park later this year.

Budget Source	Project	Number of benches	Total
General Fund	Friendship Park	2	\$16,486.50
Town Center TIF	Realignment/Signage	6	\$49,459.50
North Milwaukee TIF	Gateway Park	2	\$16,486.50
<b>Total</b>		<b>10</b>	<b>\$82,432.50</b>

Each project budget will be able to support this addition to its project cost. This approval is for the specific request to make the one-time purchase of the ten benches.

**RESOLUTION NO. 26- \_\_\_\_\_**

**RESOLUTION APPROVING THE PURCHASE OF TEN PARK BENCHES FROM NOBLEWINS OF LAKEWOOD, OHIO, IN THE AMOUNT OF \$82,432.50**

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

**WHEREAS**, the Village of Wheeling is redeveloping various open spaces throughout the community and seeks to include public art components in each of these projects; and

**WHEREAS**, Noblewins of Lakewood, Ohio, constructs benches from recycled wind turbine blades that serve as functional seating areas as well as works of public art; and

**WHEREAS**, it is in the best interest of the Village of Wheeling to purchase ten Noblewins wind turbine benches in the amount of \$82,432.50;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS**, that the Village Manager is hereby authorized and directed to approve the purchase of ten park benches from Noblewins of Lakewood, Ohio for a total cost of \$82,432.50.

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 18th day of May, 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk



**Wheeling, IL**

2 Community Boulevard  
Wheeling, IL 60090  
United States

Reference: 20251201-192617590  
Quote created: December 1, 2025  
Quote expires: May 31, 2026  
Quote created by: Harper Weiss

**Vince Hoffman**

vhoffman@wheelingil.gov  
847-279-6942

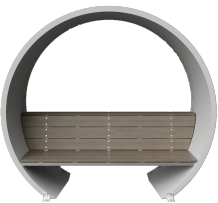


+14403069011

**Comments from Harper**

Final freight to be calculated at time of order.  
5% bulk order discount included.

**Products & Services**

Image	Item & Description	Quantity	Unit Price	Total
	Arch Bench comes primed and prepared for community artists to create their own custom mural design on-site.	10	\$8,475.00	\$84,750.00

One-time subtotal	\$84,750.00
<hr/>	
Bulk order discount for 10 pieces	(\$4,237.50)
	5% discount
<hr/>	
Estimated Freight	\$1,920.00
<hr/>	
<b>Total</b>	<b>\$82,432.50</b>

By signing this quote, you agree to Noblewins' [Terms & Conditions](#).

## Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

## Questions? Contact me



Harper Weiss

\_\_\_\_\_  
+14403069011

Noblewins  
15000 Madison Avenue  
Floor 2  
Lakewood OH 44107  
United States



**MEMORANDUM**

**DATE:** May 18, 2026  
**FROM:** Martin Seay, Administrative Assistant  
**SUBJECT:** Ordinance Amending Chapter 4.32 of the Village of Wheeling’s Municipal Code, “Alcoholic Liquor Dealers,” Specifically Section 4.32.085, to Decrease the Authorized Number of Class A-V, A-1-V, B, D-4, and P Licenses  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** No  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Unassigned

**EXECUTIVE SUMMARY**

On Monday, May 18, the Board of Trustees will be asked to approve an ordinance changing the number of liquor licenses authorized by the Village in order to bring that number in line with the number of licenses actually issued.

**MEMO**

At the beginning of each new May 1–April 30 license year, the Board of Trustees typically adopts an ordinance that reflects changes to the current number of liquor licenses of each class that have resulted from the license renewal process. This year the ordinance decreases the authorized number of Class A-V (large restaurant with video gaming), A-1-V (large restaurant with video gaming, beer and wine only), B (restaurant), and P (craft distillery) licenses by one each, and the authorized number of Class D-4 (supplemental package liquor) licenses by three. These changes are prompted by the following:

- The closure of MP Kitchen & Bar (Class A-V),
- The closure of District Brew Yards (Class A-1-V and Class D-4),
- The closure of West Town Bakery (Class B and Class D-4),
- The closure of Crystal Rain Distillery (Class P), and
- The decision of restaurant Las Islas Marias to discontinue its sale of package liquor for off-premises consumption (Class D-4).

Please find attached for your reference the complete list of current Wheeling liquor license holders. If you have questions or concerns about this ordinance, please contact me.

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS," SPECIFICALLY SECTION 4.32.085, TO DECREASE THE AUTHORIZED NUMBER OF CLASS A-V, A-1-V, B, D-4, AND P LICENSES**

**WHEREAS**, the Village of Wheeling and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1, *et seq.*) to provide for the control, management, and licensing of the sale of alcoholic beverages within the corporate boundaries; and

**WHEREAS**, the Village has determined that it is necessary and desirable to decrease the authorized number of Class A-V licenses from five (5) to four (4), to decrease the authorized number of Class A-1-V licenses from one (1) to zero (0), to decrease the authorized number of Class B licenses from seven (7) to six (6), to decrease the authorized number of Class D-4 licenses from fifteen (15) to twelve (12), and to decrease the authorized number of Class P licenses from one (1) to zero (0); and

**WHEREAS**, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the ordinance as herein amended;

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

**Section A**

Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.085, "Authorization of Licenses" is hereby amended, and as amended shall read and provide as follows:

4.32.085 Authorization of licenses.

(a) The following licenses are authorized to be issued:

TABLE INSET:

Class A	10
<b>Class A-V</b>	<b><u>5</u> <u>4</u></b>
Class A-1	1
<b>Class A-1-V</b>	<b><u>1</u> <u>0</u></b>
<b>Class B</b>	<b><u>7</u> <u>6</u></b>
Class B-V	3
Class B-1	3
Class B-1-V	2
Class C	0
Class C-LC	1
Class C-V	4
Class D	8
Class D-1	1
Class D-2	5

Class D-3	1
<b>Class D-4</b>	<del>15</del> <u>12</u>
Class E	0
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	2
Class J-1	1
Class J-2	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class N	1
Class N-V	15
Class O	1
<b>Class P</b>	<del>1</del> <u>0</u>

Any licensee holding a valid liquor license may petition the commission to change the class of that liquor license by submitting an application that reflects the proposed changes to the operations of the licensee.

If the licensee in the premises meets approval of any such change of a license class, a new license of the requested class shall be issued and shall entitle the licensee to all of the privileges of the requested class at the premises subject thereto, and the license of the previous class shall be declared void. Any change of license class shall require the payment of any higher fee required for the issuance of the license of the new class.

- (b) Upon any license becoming forfeited, void, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one.

**Section B**

Those sections, paragraphs, and provisions of Chapter 4.32, "ALCOHOLIC LIQUOR DEALERS," of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than expressly amended or repealed in Section A of this Ordinance.

**Section C**

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

**Section D**

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

Trustee \_\_\_\_\_ moved, seconded by Trustee \_\_\_\_\_  
that Ordinance No. \_\_\_\_\_ be passed.

President Horcher \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Papantos \_\_\_\_\_

Trustee Ruffatto \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

**APPROVED** this 18th day of May 2026, by the President and Board of Trustees,  
Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher  
Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady  
Village Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

**PUBLISHED** in pamphlet form, this 19th day of May 2026, by order of the Corporate  
Authorities of the Village of Wheeling.



## Current Wheeling Liquor Licenses

May 18, 2026

312 Nail Spa	J-1	405 W. Dundee Road
A-1 Liquors	D	50 N. Wolf Road
Amvets Phillip Carpenter Post 66	E-V	700 N. McHenry Road
Armo Grill	B-1	516 N. Milwaukee Avenue
B&L Liquors	D	767 W. Dundee Road
Bella's Bistro	B-V	25 Huntington Lane
• Bella's Bistro	D-4	25 Huntington Lane
Beerman US	D-1	102 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Binny's Beverage Depot	D	1550 E. Lake Cook Road
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Bonnie's	N-V	31-33 N. Elmhurst Road*
Café Parlay	N-V	1000 S. Milwaukee Avenue
Canvas Venue	J	97 Marquardt Drive
Carnicerias Jimenez	D-3	550 W. Dundee Road
Casa Chapala's Grill	A-V	34 N. Elmhurst Road
Cinergy Cinema & Entertainment	A	401 W. Dundee Road
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
The Dough Boy	B-1-V	286 McHenry Road
Dundee Food & Liquor	D	11 W. Dundee Road
Eggsperience	B	419 W. Dundee Road
El Burrito Bronco	B-1	733 W. Dundee Road
Elsa's	N-V	735 N. Milwaukee Avenue
Ethno Restaurant	A	1057 & 1063 E. Lake Cook Road
Finn McCool's Irish Sports Pub	C-V	371-373 W. Dundee Road
Gia's	N-V	1940 S. Wolf Road
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Joe's Pizzeria	B-1-V	57 N. Wolf Road
Kazan Restaurant	B	94 S. Milwaukee Avenue
KD Market	D-2	835 W. Dundee Road
Kiki's Café Monte Carlo	N-V	1201 W. Dundee Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kitchen House	N	339-341 E. Dundee Road
Kolssak Funeral Home	J	189 S. Milwaukee Avenue
La Doñita Oaxaqueña 2	B-V	56 & 58 N. Wolf Road
Las Islas Marias	B	784 W. Dundee Road
Lenny's Wheeling Liquors	D	1920 E. Hintz Road
Liquor Barn	D	287 E. Dundee Road

Louie's Boston Fish Market	A-V	412 N. Milwaukee Avenue
The Lucky Emerald	N-V	71 S. Milwaukee Avenue
Moretti's	A-V	365 W. Dundee Road
Old Munich Tavern	C-V	582 N. Milwaukee Avenue
• Old Munich Tavern	C-LC	582 N. Milwaukee Avenue
• Old Munich Tavern	D-4	582 N. Milwaukee Avenue
Pirosmani / Stumara	B	847 & 849 W. Dundee Road
• Pirosmani /Stumara	D-4	847 & 849 W. Dundee Road
PS Pub	C-V	767 W. Dundee Road
Red Bottle Restaurant	A	401 E. Dundee Road
• Red Bottle Restaurant	D-4	401 E. Dundee Road
Rise N Dine	B	102 S. Milwaukee Avenue
Rosebud Steakhouse	A	502 W. Dundee Road
• Rosebud Steakhouse	D-4	502 W. Dundee Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Sip and Slots	N-V	30 W. Dundee Road
Sofia's Café	N-V	353 N. Milwaukee Avenue
Spears Bourbon–Burgers–Beer	A	723 N. Milwaukee Avenue
• Spears Bourbon–Burgers–Beer	D-4	723 N. Milwaukee Avenue
Stella's Place – Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place – Fresh Farms	N-V	255 E. Dundee Road
Stella's Place – Lexington Commons	N-V	1081 Lake Cook Road
Sunwish	B-1	1083 Lake Cook Road
Superdawg	A-1	333 S. Milwaukee Avenue
• Superdawg	D-4	333 S. Milwaukee Avenue
SWEJ Wine & Liquor	D	208–212 McHenry Road
Target	D-2	1400 W. Lake Cook Road
Tracy's	N-V	18 W. Dundee Road
Vasilki Restaurant & Deli	B	250–252 McHenry Road
Vegas Lounge	N-V	280 E. Dundee Road
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
The Westin Chicago North Shore	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
Wheeling Town Center	J-2	335–419 W. Dundee Road
The Wheeling Park District	O	100 Community Boulevard
Yu's Mandarin	A	600 S. Milwaukee Avenue
Zina Gaming Café	N-V	216 McHenry Road**
Zina Gaming Café	N-V	860 S. Wheeling Road**

\* Not yet open.

\*\* Liquor licenses conditionally approved pending purchase of Jugaadu locations; not yet open.



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Jon Sfondilis, Village Manager  
**SUBJECT:** Resolution Waiving the Fidelity Bond Requirements for the Catholic Bishop (St. Joseph The Worker Parish) to Conduct a Raffle Event on July 14, 2026  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** Yes  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approve  
**STRATEGIC PLAN THEME:** Residential Life

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### EXECUTIVE SUMMARY

The Catholic Bishop (St. Joseph The Worker Parish) has applied to conduct a raffle in Wheeling pursuant to the requirements of Chapter 4.66 of the Wheeling Municipal Code and has requested a waiver of the associated fidelity bond requirement.

### MEMO

Under Chapter 4.66 of the Wheeling Municipal Code, an organization may apply for a license to conduct a raffle and the associated sale of raffle tickets within Wheeling, subject to certain restrictions, including providing a fidelity bond equal to the total value of the prizes to be awarded in the raffle, unless the Village Board waives that requirement. St. Joseph The Worker Parish has applied for a raffle license and is requesting a waiver of the associated fidelity bond requirement. Ticket sales will take place beginning June 1, 2026 and the raffle will be held July 14, 2026. The Village Board has typically approved such waivers at the request of nonprofit organizations raising funds for charitable causes. Staff recommends approval of the bond waiver.

**RESOLUTION NO. 26- \_\_\_\_\_**

**RESOLUTION WAIVING THE FIDELITY BOND REQUIREMENTS FOR THE CATHOLIC BISHOP (ST. JOSEPH THE WORKER PARISH) TO CONDUCT A RAFFLE EVENT ON JULY 14, 2026**

**WHEREAS**, the Wheeling Municipal Code, Chapter 4.66, "Raffle Licenses," requires that organizations secure a license to conduct a raffle within the Village of Wheeling; and

**WHEREAS**, the Catholic Bishop (St. Joseph The Worker Parish), a not-for-profit organization, has made a proper application for a license to conduct a raffle on July 14, 2026; and

**WHEREAS**, the Catholic Bishop (St. Joseph The Worker Parish) has requested a waiver of the fidelity bond requirements outlined in Wheeling Municipal Code, Chapter 4.66.090; and

**WHEREAS**, the Wheeling Municipal Code, Chapter 4.66.090, gives the Board of Trustees the authority to waive such fidelity bond requirements;

**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 Catholic Bishop (St. Joseph The Worker Parish) is hereby granted a waiver of fidelity bond requirements for a raffle event in the Village of Wheeling contingent upon receipt of permission from the property owners to solicit on private property if applicable.

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

President Horcher \_\_\_\_\_

Trustee Krueger \_\_\_\_\_

Trustee Lang \_\_\_\_\_

Trustee Papantos \_\_\_\_\_

Trustee Ruffatto \_\_\_\_\_

Trustee Vito \_\_\_\_\_

Trustee Vogel \_\_\_\_\_

**APPROVED** this 18<sup>th</sup> day of May 2026, by the President and Board of Trustees of the Village of Wheeling, Illinois

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk



DATE OF APPLICATION: 5.8.26

**APPLICATION FOR LICENSE TO CONDUCT RAFFLE**

Name of Organization: Saint Joseph The Worker

Address: 181 W. DUNDIE RD CITY WHEELING

Zip Code: 60090 County: COOK

**Mailing Address if Different from Above:**

Address: \_\_\_\_\_ CITY \_\_\_\_\_ Zip \_\_\_\_\_

Code: \_\_\_\_\_

**Type of Organization (check one):**

Nonprofit Charitable  Educational  Religious

Veterans  Labor

Name and Address of Location of Raffle Drawing: Saint Joseph The Worker

Name

181 W. DUNDIE, Wheeling, IL

Address

How long has the organization been in business? 70 YRS

Place and Date of Incorporation: \_\_\_\_\_ / \_\_\_\_\_

Place

Date Number of Members in Good

Standing: \_\_\_\_\_

Name of President/Chairperson of the Organization: ELaine SIMPSON

Contact Number: \_\_\_\_\_ Email Address: ESIMPSON@STJOSEPHWORKER.COM

Name of Raffle Manager: SAME AS ABOVE

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

(230 ILCS 15/5) (from Ch. 85, par. 2305)

**Sec. 5. Manager;** bond. All management, operation, and conduct of raffles shall be under the supervision of a single manager designated by the organization. The manager shall give a fidelity bond in an amount determined by the licensing authority in favor of the organization conditioned upon his honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the licensing authority not less than 30 days prior to its cancellation. The governing body of a local unit of government may waive this bond requirement by including a waiver provision in the license issued to an organization under this Act, provided that a license containing

such waiver provision shall be granted only by the affirmative vote of the requisite number of members of the licensed organization or, if the licensed organization does not have members, of members of the governing board of the organization, to constitute an affirmative action of the licensed organization. Nothing in this Section shall be deemed to apply to poker runs.

(Source: P.A. 101-109, eff. 7-19-19.)

**Names of Member(s) Responsible for Conducting the Operation of the Raffle (attach additional sheets if necessary):** EMMAUS MEN'S GROUP AT SAINT JOSEPH THE WORKER - IN VESTIBULE SAT & SUP Time

**Period During Which Raffles Chances will be Sold (list specific date(s):**  
6-1-26 TO 7-14-26

**Location of Sales:** SAINT JOSEPH THE WORKER  
Name of Location

\_\_\_\_\_, Wheeling, IL  
Address

**Location for Determining Winners (if different from above):**  
Same  
Name of Location

\_\_\_\_\_, Wheeling, IL  
Address

**Date(s) for Determining Winners (daily/weekly/monthly):** 7/14/26

**Cumulative Retail Value of Prizes:** \$ LAPTOP, DRILL, RELIGIOUS PICTURE

**Maximum Value of each Prize:** \$ 800, 500, 300

**Maximum Price Charged for each Chance Sold:** \$ 5.00

**Time Period for License (duration):** 6-1-26 TO 7-13-26

**RAFFLE LICENSE FEE**

Fee for Raffle License is \$31.75 Fee Attached:

**FIDELITY BOND**

**Wheeling Municipal Code 4.66.090(b)** - the raffle Manager shall give a fidelity bond in the sum of the total value of the prizes to be awarded in the raffle. Such bond must be issued by a responsible insurance company or financial institution duly authorized to do business in Illinois and shall be in effect from the commencement of sales of chance within the village of Wheeling until at least thirty (30) days after the raffle is conducted.

**FIDELITY BOND-WAIVER**

**Wheeling Municipal Code 4.66.150(b)** – waiver of bond shall only be granted upon petition to the Board of Trustees. Such petition may be made at any time. The petition must be signed by the raffle manager and by the President or Chairperson of the organization, and must give reasons why the procurement of a bond in the required amount would constitute an undue hardship, and that an alternative method is available to protect the public in lieu of the bond.

**ARE YOU REQUESTING A WAIVER OF FIDELITY BOND PURSUANT TO SECTION 4.66.150?**

\*Yes:   ✓                        No - Fidelity Bond Attached: \_\_\_\_\_

\*If yes complete the following:

  ✓   I understand that tickets may not be sold prior to approval by the Board of Trustees for waiver of fidelity bond (please initial).

State below the reason(s) why the procurement of a bond in the required amount would constitute an undue hardship. Also, state what alternative method will be available to protect the public in lieu of the bond (attach additional sheets if necessary).

\_\_\_\_\_  
\_\_\_\_\_

**ATTESTATION**

The undersigned attests that the organization named below is an organized not-forprofit under the law of the State of Illinois and has been continuously in existence for at least five (5) years preceding the date of this application and that during this entire five (5) year period preceding the date of application, it has maintained a bona fide membership actively engaged in carrying out its objective. The undersigned does hereby state under penalties of perjury that all statements in the foregoing application are true and correct, that the officers, operators, and workers of the raffle(s) are bona fide members of the sponsoring organization, are all of good moral character, and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the raffle(s) in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such raffles.

  SAINT JOSEPH WORKER EMAUS MEN GROUP                        Name                      of  
Organization

  Elaine Simpson                          ELAINE SIMPSON    
Signature of President/Chairperson                      Name of President/Chairperson



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2026

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Gallagher Bassett Services, Inc.	
	<b>PHONE (A/C, No., Ext):</b> 800-962-7088	<b>FAX (A/C, No):</b> 855-858-0904
<b>E-MAIL ADDRESS:</b> cbccerts@gbtpa.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> American Alternative Insurance Corp		19720
<b>INSURER B:</b> Safety National Casualty Corporation		15105
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** CATHBIS-01  
 The Catholic Bishop of Chicago  
 835 N. Rush St.  
 Chicago IL 60611

**COVERAGES**

CERTIFICATE NUMBER: 585131341

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			[REDACTED]	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 If additional Insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.

St. Joseph the Worker Parish, 181 W. Dundee Road, Wheeling, IL 60090

Proof of insurance for the sale of "EMAUS Men Group Raffle" Raffle tickets sales will begin June 1, 2026 until the day of the event on July 14, 2026 at 181 W. Dundee Road, Wheeling, IL 60090. by St. Joseph of the Worker Parish.

Additional Insured: Village of Wheeling

**CERTIFICATE HOLDER****CANCELLATION**

Village of Wheeling  
 2 Community Boulevard  
 Wheeling IL 60090

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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May 7, 2026

Ms. Elaine Simpson  
St. Joseph the Worker Parish  
181 W. Dundee Road  
Wheeling, IL 60090

RE: Certificate of Insurance

Dear Ms. Simpson:

**The Archdiocese of Chicago and its various locations as well as the Catholic Bishop of Chicago, a Corporation Sole, are insured through the Underwriters at Lloyd's London. The current General Liability Insurance Program policy number is [REDACTED] and the policy period is July 1, 2025 to June 30, 2026.**

**As your request for a Certificate of Insurance is for a date beyond the current policy period, we are unable to provide a certificate showing that date at this time. As soon as the renewal is complete and we have all of the updated policy information, we will process the request. The new policy information should be available 7 - 10 days after the renewal date (July 1, 2026).**

**Should you have any questions or concerns, please contact me via email, facsimile or my direct phone number which are listed below.**

**Your patience at this time is much appreciated.**

Sincerely,

Kathy Flanagan

GALLAGHER BASSETT SERVICES  
PO Box 2934

Clinton, IA 52733-2934

630-282-0849  
[www.gallagherbassett.com](http://www.gallagherbassett.com)

## Gallagher Bassett Services, Inc. Certificate of Insurance Request Form

### Section 1

Name of Church/School/Organization: <b>Saint Joseph the Worker Parish</b>			
Address <b>181 W. Dundee Road</b>	City <b>Wheeling</b>	State <b>IL</b>	Zip <b>60090</b>

### Section 2

Name/Description of Event: <b>EMAUS men group raffle</b>	Date(s) of Event <b>July 14, 2026</b>
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Will Liquor be served: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	DRAM Shop Insurance Requested: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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If Liquor/Timeframe of Event:
-------------------------------

Exact Address of Event (if different than the above address)			
Address Insert Address.	City Insert City.	State Insert State.	ZIP Insert Zip.

### Section 3

Property Insurance Information (Attaching Contract is necessary)	
Lease Agreement No. Insert Lease Agreement No.	Contract No. Insert Contract No..
List items being leased: Insert items.	

### Section 4

Certificate Holder Name: <b>Village of Wheeling</b>			
Address <b>2 Community Blvd</b>	City <b>Wheeling</b>	State <b>IL</b>	ZIP <b>60090</b>
Telephone <b>847-459-2600</b>	Fax Insert Fax #.		

### Section 5

Special wording required? Additional Insured or Loss Payee? Be specific and include a copy of the applicable contract or lease agreement. <b>Raffle ticket sales will being June 1 until day of event 7/14</b>
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### Section 6

Requested by: <b>Elaine Simpson</b>	Phone: <b>847-527-2740</b>
Fax: <b>847-537-7914</b>	Email Address: <b>esimpson@stjosephworker.com</b>
Pastor/Principal/Agency Rep.: <b>Rev. Marcin Karwot svd</b>	Date <b>5-7-26</b>

Submit requests via email to [cbccerts@gbtpa.com](mailto:cbccerts@gbtpa.com) or via Fax at 855-858-0904

Please allow 5 full business days for Certificate(s) to be issued

Direct inquiries to: Shally Mrozinski, Operational Supervisor / Direct Dial: 630-282-0837  
Kathy Flanagan, Technical Assistant / Direct Dial: 630-282-0849



## MEMORANDUM

**DATE:** May 18, 2026  
**FROM:** Leonard Becker, Economic Development Director  
**SUBJECT:** Resolution Consenting to a Cook County Class 6b Property Tax Classification for the Property Located at 100 E. Palatine Road (JCW Development, LLC) in the Village of Wheeling, Illinois, and Approving a Related 6b Development Incentive Agreement  
**DOLLAR AMOUNT:** N/A  
**BUDGETED:** Yes  
**BUDGET SOURCE:** N/A  
**RECOMMENDED ACTION:** Approval  
**STRATEGIC PLAN THEME:** Economic Development

### EXECUTIVE SUMMARY

JCW Development, LLC has submitted an application for a Cook County Class 6b Real Estate Property Tax Classification for the property at 100 East Palatine Road based on its plans to construct a new industrial building on the property. In order for the applicant to file this request with Cook County, the Village Board must approve a resolution supporting the request for a Class 6b. The resolution also includes a Class 6b Development Incentive Agreement that provides that the Village will not execute and release the adopted resolution until the applicant verifies and approves a tenant or tenant-owner/purchaser for the subject property.

### MEMO

#### Background

JCW Development, LLC has requested Village support and consent for a Cook County Class 6b Property Tax Incentive for the redevelopment of an industrial property in the I-2 zoning district. The request is based on new construction associated with the proposed redevelopment of the site. The subject property currently contains a vacant and aging approximately 67,757-square-foot industrial/flex building situated on approximately 144,327 square feet of land. JCW Development proposes to acquire the property for approximately \$2.05 million, demolish the existing structure, and construct a new Class A industrial facility totaling approximately 60,156 square feet.

The proposed development would include:

- Ten exterior loading docks;
- Two drive-in overhead doors;
- Approximately 73 parking spaces;
- 30-foot clear ceiling heights; and
- Modern underground stormwater detention infrastructure.

JCW Development is a national full-service real estate development firm specializing in industrial, bioscience, laboratory, hospitality, multifamily, cold storage, and specialized commercial developments. The firm has completed projects nationwide and has extensive experience delivering complex industrial and logistics developments that align with municipal economic development objectives.

The proposed Wheeling project is anticipated to accommodate a variety of modern industrial users, including distribution, warehousing, assembly, and light manufacturing operations. The applicant does not have an identified user but intends to lease or sell the property to a prospective occupant for warehousing, manufacturing, and/or distribution. The purchase of the property and the new development are contingent on the Village supporting a Class 6b property tax classification.

Since there is no identified tenant or purchaser, the applicant is willing to enter into a Class 6b Development Incentive

Agreement with the Village which states that the Village will hold the resolution of support until a tenant or purchaser has been identified for the property that is acceptable to the Village. Once such a tenant or purchaser has been identified, the Village will release the resolution of support to the applicant to submit to Cook County for consideration of the 6b Classification.

### **Class 6b Classification**

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

If the 6b resolution of support is approved, the sale will go forward. In addition to the property purchase for \$2,050,000, the applicant plans to invest over \$7,800,000 in hard costs to construct the new building.

### **Fiscal Impact**

If the applicant obtains a Class 6b classification, the existing building will be demolished and a new building will be constructed. The total investment for property acquisition, demolition, site preparation, and construction is estimated to be approximately \$9.95 million. Based on the estimated market value of the property at \$9.95 million, the following scenarios for 2026 are provided to help compare the potential property taxation:

- Scenario in which the new building is constructed and the incentive is applied with occupancy of the property = \$347,706
- Scenario in which the building remains vacant and unused = \$179,768

If the incentive is approved over the 12-year period, the property is projected to generate \$2,324,752 in additional real estate taxes compared to the aging property remaining vacant with no incentive.

In addition to the direct property tax, it is anticipated that at least 20 new employees will be based at the property based on the character of the redevelopment and the uses that are likely to occupy it. The added employees and visitors at the new facility will provide increased sales tax revenue from expenditures at local gas stations, grocery stores, and restaurants, as well as through other indirect contributions. The annual total projected revenue is expected to be an additional \$84,750 solely from this employment impact.

RESOLUTION NO. 26 - \_\_\_\_\_

**RESOLUTION CONSENTING TO A COOK COUNTY CLASS 6B PROPERTY TAX CLASSIFICATION FOR THE PROPERTY LOCATED AT 100 E. PALATINE ROAD (JCW DEVELOPMENT, LLC) IN THE VILLAGE OF WHEELING, ILLINOIS, AND APPROVING A RELATED 6B DEVELOPMENT INCENTIVE AGREEMENT**

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

**WHEREAS**, the Cook County Assessor is operating under the Cook County Real Property Classification Ordinance (the "Ordinance") enacted by the Cook County Board of Commissioners, as amended from time to time, which provides industrial property owners, in certain cases, with a reduction in the assessed valuation of an industrial facility, in order to induce companies to locate or remain in Cook County; and

**WHEREAS**, JCW Development, LLC or its assignee (the "Applicant") has applied, or is applying, for a Class 6b Classification under the Ordinance, and has proven to the President and Board of Trustees of the Village (the "Village Board") that such Class 6b Classification is necessary to encourage new development and occupancy of the specific real estate identified below (the "Subject Property"); and

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

**WHEREAS**, the Applicant intends to engage in new construction and procure a tenant or purchaser to occupy the Subject Property for warehousing, production, distribution, and sales uses; and

**WHEREAS**, the Applicant plans to invest approximately \$9,900,000 into the Subject Property to construct a new modern approximately 60,000-square-foot industrial building; and

**WHEREAS**, the Village Board supports and consents to the filing of a Class 6b Classification application by the Applicant, with the understanding that any tenant/occupant or purchaser of the Subject Property must meet the Class 6b Classification qualifications; and

**WHEREAS**, the Village Board has determined that the granting of a Class 6b Classification to the Applicant for the Subject Property would be beneficial to the Village;

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

**SECTION 1: ELIGIBILITY.** The request of the Applicant to have the Subject Property declared eligible for Class 6b Classification under the Ordinance is hereby granted, in that the Village Board has determined that the incentive provided by the said Class 6b Classification is necessary for the construction and occupancy of the Subject Property.

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

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

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

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

D. The total construction value for permits issued for the Development Project (the "Project") shall be no less than \$7,500,000.00.

E. The Project shall be completed by December 31, 2027. Upon completion of the Project, the Applicant will request that the Village inspect and approve the Project has been constructed in compliance with the plans approved by the Village.

**SECTION 3: FINDINGS.** The Village Board finds that the Subject Property qualifies for purposes of the Class 6b Classification, and consents to the Subject Property being designated under the Class 6b Classification by the Cook County Assessor, with a copy of the Class 6b Classification application of the Applicant being attached hereto as Exhibit A and made a part hereof.

**SECTION 4: APPROVAL OF CLASS 6b CLASSIFICATION INCENTIVE AGREEMENT.** The Village Board hereby approves the Class 6b Classification Incentive Agreement in substantially the form attached to this Resolution as ***Exhibit B***, and in a final form to be approved by the Village Attorney and Village Manager.

**SECTION 5: APPROVAL.** The Village Board hereby supports, consents to, and approves the Class 6b Classification for the Subject Property pursuant to the Ordinance, said Subject Property being described as follows:

**LEGAL DESCRIPTION:**

PARCEL 1:

LOT 1 IN ALLSTATE'S PALATINE ROAD SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 23, 1976 AS DOCUMENT NUMBER 2889057, EXCEPT THAT PART TAKEN IN CASE NUMBER 02L051629.

PARCEL 2:

NON-EXCLUSIVE PERPETUAL PEDESTRIAN AND VEHICULAR ACCESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 20, 2012 AS DOCUMENT NUMBER 1226416057.

**Commonly Known As:** 100 E. Palatine Road, Wheeling, Illinois 60090

**PIN:** 03-14-402-007-0000

**SECTION 6: FILING.** The Village Clerk is hereby authorized and directed to forward a certified copy of this Resolution to the Office of the Cook County Assessor.

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

President Horcher \_\_\_\_\_

Trustee Krueger \_\_\_\_\_ Trustee Ruffatto \_\_\_\_\_

Trustee Lang \_\_\_\_\_ Trustee Vito \_\_\_\_\_

Trustee Papantos \_\_\_\_\_ Trustee Vogel \_\_\_\_\_

**ADOPTED** this 18th day of May, 2026, by the President and Board of Trustees of the  
Village of Wheeling, Illinois.

\_\_\_\_\_  
Patrick Horcher, Village President

**ATTEST:**

\_\_\_\_\_  
Kathryn M. Brady, Village Clerk

**EXHIBIT A**  
**CLASS 6b APPLICATION**

**EXHIBIT B**  
**CLASS 6b INCENTIVE AGREEMENT**

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

James V. Ferolo  
Klein, Thorpe, and Jenkins  
120 S. LaSalle Street, Ste 1710  
Chicago, IL 60603

*This Space for Recorder's Use Only*

**CLASS 6b INCENTIVE AGREEMENT**  
**(100 E. Palatine Road, Wheeling, IL 60090)**

**THIS AGREEMENT** is made this \_\_\_\_ day of May, 2026 ("**Effective Date**") by and between the **VILLAGE OF WHEELING**, an Illinois home rule municipality ("**Village**") and JCW Development, LLC or its assignee ("**Applicant**").

**SECTION 1. RECITALS.**

A. The Applicant is the owner purchaser of that certain real property located at 100 East Palatine Road, Wheeling, IL 60090, and legally described in **Exhibit 1**, attached to and by this reference made a part of this Agreement ("**Property**").

B. The Property currently contains a vacant, 67,757 SF one-story industrial/flex building situated on 144,327 square feet of land.

C. The Property is vacant and was listed for sale on August 22, 2025

D. The Applicant placed the Property Under Contract on March 9, 2026.

E. The Applicant intends to file an application for a Class 6b property tax classification ("**Class 6b Classification**") with the Office of the Assessor of Cook County under the Cook County Real Property Assessment Classification Ordinance ("**Application**"). If approved, the Class 6b Classification will reduce the property tax assessment for the Property during a twelve-year period ("**Class 6b Schedule**"). The Applicant intends to invest approximately Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000) in construction costs to demolish the existing building and construct a new 60,000 square foot modern industrial building, which will be leased or sold to an industrial tenant or owner. ("**Proposed Occupation**").

E. On May 18, 2026, the Village Board adopted Resolution No. 26-\_\_\_\_\_ supporting and consenting to the Applicant's Application subject to certain conditions, including, without limitation, that Applicant enter into an agreement with the Village to ensure that Applicant completes the Proposed Occupation of the Property subject to certain terms and conditions.

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

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

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

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

## **SECTION 2. CONDITIONS OF CONSENT AND SUPPORT.**

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

A. The Applicant will obtain all necessary building and/or construction-related permits and zoning approvals from the Village for the demolition of the current building and the construction of the Proposed Occupation.

B. The Applicant shall apply for construction permits that reflect a cost of construction that is no less than Seven Million Five Hundred Thousand and 00/100 dollars (\$7,500,000.00), and said construction shall be completed by December 31, 2027, as stated in the Wheeling Class 6(B) Resolution.

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

D. The Applicant shall apply for all necessary permits from all governmental entities having jurisdiction over the construction of the Proposed Occupation within six (6) months of the Effective Date of this Agreement. The construction associated with the Proposed Occupation shall commence within ten (10) months after the Effective Date of this Agreement and shall be fully completed with a certificate of occupancy no later than December 31, 2027.

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

E. In exchange for the Village's support and consent of a Cook County Class 6b property tax incentive under the Cook County Real Property Classification Ordinance and as a condition of the execution and release of certified copies of the *Resolution Supporting and Consenting to the Real Estate Tax 6b Incentive for 100 East Palatine Road in the Village of Wheeling, Illinois (JCW Development, LLC or its assignee)* ("Resolution"), the Applicant shall secure a lease from a tenant or owner which meets the Village of Wheeling Zoning requirements and Cook County Class 6b qualifications for the property known as 100 East Palatine Road, Wheeling, Illinois.

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

G. This Agreement shall be recorded against PIN 03-14-402-007-0000.

### **SECTION 3. NO RENEWAL OBLIGATION.**

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

### **SECTION 4. VILLAGE'S REMEDIES.**

Upon receiving notice of the Applicant's noncompliance with any of the conditions set forth in Section 2 of this Agreement, the Village shall notify the Applicant of the noncompliance. The Applicant shall have ninety (90) days from receipt of written notice of the noncompliance to remedy the noncompliance to the satisfaction of the Village, as determined in the sole discretion of the Village Manager. If the Applicant fails to remedy the noncompliance within ninety (90) days, the Village Board shall have the right, but not the obligation, to adopt a resolution withdrawing its consent and support to the Class 6b Classification for the Subject Property and to direct the Village Manager to deliver a copy of such resolution to the Office of the Cook County Assessor. In the event the Village Board adopts such a resolution, the Applicant: (a) shall, and does hereby, consent to the Cook County Assessor removing the Class 6b Classification for the Subject Property, and (b) shall deliver such notifications to the Cook County Assessor's Office, and take such other actions as the Village Attorney deems necessary and appropriate to cause the Cook County Assessor to remove the Class 6b Classification.

**SECTION 5. REPRESENTATIONS, COVENANTS, AND WARRANTIES.**

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

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

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

1. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois and has all requisite corporate power and authority to enter into this Agreement;
2. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement: (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject; and

3. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Subject Property in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

#### **SECTION 6. NATURE AND SURVIVAL OF OBLIGATIONS.**

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

#### **SECTION 7. TERM.**

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

#### **SECTION 8. GENERAL PROVISIONS**

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

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

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

with a copy to:

James V. Ferolo  
Klein, Thorpe and Jenkins, Ltd  
120 S. LaSalle Street, Ste 1710  
Chicago, IL 60603

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

JCW Development, LLC

100 Tower Drive  
Beaver Dam, WI 53916

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

J. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any

person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

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

**VILLAGE OF WHEELING**, an  
Illinois home rule Municipal  
Corporation

By: \_\_\_\_\_  
Jon A. Sfondilis, Village Manager

**ATTEST:**

By: \_\_\_\_\_  
Its: Kathryn M. Brady, Village Clerk

JCW Development, LLC

By: \_\_\_\_\_  
Sean Sheppard, Senior Vice President

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.  
)

The foregoing instrument was acknowledged before me on this 18<sup>th</sup> day of May, 2026 by Jon Sfondilis, the Village Manager of the **VILLAGE OF WHEELING**, an Illinois home rule municipal corporation, and by Kathryn M. Brady, the Village Clerk of said municipal corporation.

Signature of Notary

\_\_\_\_\_

SEAL

My Commission expires: \_\_\_\_\_

State of Illinois                    )  
  ) SS  
County of Cook                    )

On \_\_\_\_\_ 2026, \_\_\_\_\_, of JCW Development, LLC, which individual is personally known to me, appeared before me and acknowledged that he signed the foregoing instrument for and on behalf of said corporation as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes herein mentioned.

Signature of Notary

\_\_\_\_\_

SEAL

My Commission expires: \_\_\_\_\_

**EXHIBIT 1**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

**PARCEL 1:**

LOT 1 IN ALLSTATE'S PALATINE ROAD SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 23, 1976 AS DOCUMENT NUMBER [2889057](#), EXCEPT THAT PART TAKEN IN CASE NUMBER 02L051629.

**PARCEL 2:**

NON-EXCLUSIVE PERPETUAL PEDESTRIAN AND VEHICULAR ACCESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 20, 2012 AS DOCUMENT NUMBER 1226416057.

**PIN:** 03-14-402-007-0000

**Common Address:** 100 East Palatine Road, Wheeling, Illinois 60090

## LEGAL DESCRIPTION

### PARCEL 1:

LOT 1 IN ALLSTATE'S PALATINE ROAD SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON AUGUST 23, 1976 AS DOCUMENT NUMBER [2889057](#), EXCEPT THAT PART TAKEN IN CASE NUMBER 02L051629.

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